City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda - Final-revised

City Council

Tuesday, September 15, 2026 | **6:30 PM** | **Council Chamber**

Regular Meeting (Start time is approximate - follows Executive Session)

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Scheduled Appearances and Presentations

a) South Metro Fire Rescue (John Curtis, Fire Chief; and Phil McCart, Board Director – Dist. 4)

b) Sheera Poelman, recipient of National Information Officers Association's 2026 Leadership in Public Information award

c) Emily Kleinfelter, Denver Regional Council of Governments' (DRCOG) 2026 Way to Go Commuter of the Year award (and) DRCOG 2026 Metro Vision award for Safer Streets Practice Park at East Community Center

d) Amber Tolliver and Julie Beggs, Arapahoe Community College, Littleton Leadership Academy

5. Proclamations - None

6. Public Comment

If you wish to address city council under Public Comment, please sign-in on the public speaker form before the call to order for this meeting. Public Comment is an opportunity to express opinions regarding issues that are not part of public hearings on tonight's agenda; a separate opportunity will be provided for comment for any public hearing. Each speaker is limited to three (3) minutes. We expect comments to be civil. Disrespectful or disruptive behavior will not be tolerated. The city council is not authorized under the Colorado Open Meetings Law to discuss, comment, or take action at this meeting on any issue raised by public comment that is not part of tonight's agenda. The Mayor may refer the matter to the city manager and/or city attorney for immediate comment after Public Comment, or to staff to obtain additional information and report back to council as appropriate.

7. Comments / Reports

a) Council Members

b) Mayor

c) City Manager

d) City Attorney

8. Consent Agenda Items

Consent agenda items can be adopted by a simple motion. All ordinances must be read by title prior to a vote on the motion. Any consent agenda item may be removed at the request of a council member.

a) Resolution 65-2026 — Resolution 65-2026: Approving an Intergovernmental Agreement with the Colorado Department of Transportation regarding a financial contribution for conducting the Bowles Avenue Corridor Study

Attachments: 1. Resolution No. 65-2026
2. CDOT IGA_Bowles Avenue Corridor Study

b) Resolution 66-2026 — Resolution 66-2026: Ratifying and approving an Intergovernmental Agreement with Urban Drainage and Flood Control District D/B/A Mile High Flood District regarding funding of Major Drainageway Planning and Flood Hazard Area Delineation for Lee Gulch

Attachments: 1. Resolution No. 66-2026
2. IGA w/MHFD for Lee Gulch

c) Resolution 60-2026 — Resolution 60-2026: Approving a subaward agreement with Circular Action Alliance (CAA) for waste diversion education and outreach

Attachments: 1. Resolution No. 60-2026
2. Environmental Stewardship Action Plan 2024
3. South Metro Waste Diversion Plan
4. Circular Action Alliance (CAA) Agreement

d) Resolution 61-2026 — Resolution 61-2026: Approving an amended Economic Partnership Incentives Policy

Attachments: 1. Resolution No. 61-2026
2. Economic Partnership Incentive Policy Update_redlines_Draft

e) ID# 26-181 — Motion to approve minutes for the August 18, 2026, special meeting of Littleton City Council

Attachments: 1.09-01-2026 CC Special Meeting_DRAFT

f) ID# 26-182 — Motion to approve minutes for the August 18, 2026, regular meeting of Littleton City Council

Attachments: 1. 09-01-2026 CC Minutes_DRAFT

9. General Business

a) ID# 26-177 — Motion to approve the reappointment of and contract amendment for

Amanda Lessmann as presiding municipal court judge

Attachments: 1. 2026 Employment Agreement_Amanda Lessmann

b) Resolution 62-2026 — Resolution 62-2026: Approving the first amendment to the Economic Partnership Incentive Agreement Between the City of Littleton and RIG Mineral LLC for Retail Sales Tax Share Back

Attachments: 1. Resolution No. 62-2026
2. First Amendment to Economic Partnership Incentive Agreement_RIG

c) Resolution 63-2026 — Resolution 63-2026: Approving an Economic Partnership Incentive Agreement between the City of Littleton, RIG Mineral LLC and Scheels All Sports, Inc

Attachments: 1. Resolution No. 63-2026
2. Mineral Place - Economic Partnership Incentive Agreement (Scheels) REV
3. Mineral Place Exhibit
4. Presentation Mineral Place

d) Resolution 64-2026 — Resolution 64-2026: Approving a second amendment to the Economic Partnership Incentive Agreement Between the City of Littleton and RIG Mineral LLC for Retail Sales Tax Share Back

Attachments: 1. Resolution No. 64-2026
2. Second Amendment to Economic Partnership Incentive Agreement_RIG
3. Mineral Other Property Exhibit A
4. Mineral Place Incentive Analysis

10. Ordinances on Second Reading and Public Hearings - None

11. Adjournment

The public is invited to attend all regular meetings or study sessions of the city council or any city board, commission, or committee. Please call 303-795-3780 at least 48 hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to attend, or participate in, any such meeting. For any additional information concerning city meetings, please call the city clerk's office at the above referenced number.

File #: Resolution 65-2026, **Version:** 1

Agenda Date: 09/15/2026

Subject:
Resolution 65-2026: Approving an Intergovernmental Agreement with the Colorado Department of Transportation regarding a financial contribution for conducting the Bowles Avenue Corridor Study

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities
	Ray Hill, Interim City Engineer
	Kenna Davis, Senior Transportation Planner
Presentations:	N/A

PURPOSE:
Approval of an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) regarding a financial contribution for conducting the Bowles Avenue Corridor Study.

LONG-TERM OUTCOME(S) SERVED:
Safe Community

DISCUSSION:
The Bowles Avenue corridor, from Santa Fe Drive to Sheridan Boulevard, experiences frequent congestion, lacks safe and comfortable multimodal facilities, has visibility concerns, and right-of-way constraints, and unpredictable access control. As one of the main east-west connections between Jefferson County and western Littleton across the South Platte River and to Santa Fe Drive, Bowles Avenue is an important connection to Downtown Littleton, regional transit, and the eastern side of Littleton and Arapahoe County. The City of Littleton applied and was awarded a Transportation Improvement Program (TIP) grant from the Denver Regional Council of Governments (DRCOG) to conduct a corridor study along Bowles Avenue. The city was successful in receiving $599,000 in grant funding, which requires a $149,750 local match, for a total project cost of $748,750. The grant funds are administered through the Colorado Department of Transportation (CDOT). And funding is available in Federal Fiscal Years (FFY) 2027-28. The study is required to have a consultant selected and project kickoff meeting held by September 30, 2027. This IGA is an agreement with the CDOT for dispersal of these grant funds.

BACKGROUND:
The Bowles Avenue corridor within the City of Littleton experiences frequent congestion. Residents along the corridor have expressed multiple concerns about a lack of comfortable multimodal facilities, speeding, congestion, and a lack of visibility for side street access onto Bowles Avenue. As one of the main east-west connections between Jefferson County and western Littleton across the South Platte River and to Santa Fe Drive, Bowles Avenue is an important connection to Downtown Littleton, regional transit, and the eastern side of Littleton and Arapahoe County. Elements to be analyzed during this corridor study include multimodal safety

and access improvements, congestion, right of way constraints, visibility concerns, access control, and corridor continuity.

Multimodal Safety and Access Improvements

The multimodal facilities along Bowles Avenue are inconsistent and many people avoid walking or biking along Bowles Avenue, because they feel uncomfortable being between a roadway with vehicles traveling at an 85th percentile speed of 45 MPH (10 MPH over the signed speed limit) and an 8-foot-high privacy fence.

- The south side alternates between attached and detached sidewalks typically less than five feet wide.
- The north side sidewalk has many gaps. Where sidewalks do exist, they are often not ADA-compliant.
- In winter months, sidewalks are fully shaded, becoming covered with ice and unusable for long durations.
- There are only six designated crossings within the almost two-mile corridor. With missing segments of sidewalks, accessing a safe crossing can add lengthy detours along indirect, suburban style streets.
- Existing crossings lack safety elements like refuge areas and do not meet current ADA standards, such as curb ramps, adequate landing areas, and detectable warning surfaces.
- There are no bicycle accommodation along the entire corridor due to narrow drive lanes and overgrowth of vegetation, resulting in sharing the narrow sidewalks with pedestrians as the only viable space.
- Bicyclists are rarely seen attempting to ride along Bowles Avenue despite the desire expressed by residents to access the Mary Carter Greenway, Downtown Littleton, and the Downtown Light Rail Station.
- Three RTD bus routes traverse this section of Bowles Avenue (routes 29, 36, 59), all of which connect to the Downtown Littleton Light Rail Station. Of the 16 bus stops along the study area, 8 are not ADA accessible, 6 of which are not even connected to a sidewalk. The lack of consistent or ADA accessible sidewalks makes access to bus stops on Bowles Avenue extremely difficult.

Congestion

Bowles Avenue is one of the highest volume roadways within the City of Littleton with an ADT of 26,500 vehicles.

- The Littleton TMP identified Bowles Avenue as having over 5 hours of congestion in an average day, making this roadway segment one of the most congested corridors in the city.
- Bowles Avenue has three bottleneck locations along the corridor at the Platte Canyon Road, Federal Boulevard, and Santa Fe Drive intersections (2019 TMP).
- Most crashes along the corridor are rear-end crashes (50%), which are often a symptom of congestion.
- Corridor congestion will only increase with 2040 city-wide population (+20%) and employment (+28%) projections combined with continued growth to the south (Douglas County) and west (Jefferson County).

Right-of-way Constraints

- The current cross section of Bowles Avenue is two lanes in each direction with painted or raised center medians and narrow left turn lanes, where able to be provided.
- Right-of-way constraints necessitate innovative solutions for adding capacity or expanding the roadway.
- Adding north-side sidewalks on the western half of the study area is severely limited by right-of-way.
- With luxury houses lining both sides of the roadway, obtaining the necessary right-of-way would be an expensive investment for the City of Littleton, requiring displacement of many residents.

Visibility Concerns

Roadway geometry, including vertical and horizontal alignment discrepancies, result in crashes and near misses along the corridor, while fences and landscaping limit side-street visibility. The Bowles Avenue approaches to the Platte Canyon Road intersection experience horizontal and vertical curvature, resulting in unnecessary interruptions in the flow of traffic due to limited visibility.

- Eastbound drivers approaching the Echostar intersection are focused on being in the appropriate lane in advance of the Santa Fe Drive signal one block to the east, often disregarding the signal at Echostar.
- Restrictive right-of-way resulted in fences constructed within sight triangles, such that vehicles need to pull into the path of sidewalks and crossings in order to see potential on-coming traffic adequately.
- The healthy growth of older trees and bushes along the corridor restricts visibility for vehicles turning from side-streets and driveways, and between turning vehicles and sidewalk users.

Access Control

- Due to the current land uses along Bowles Avenue, there are a number of access points, including residential subdivisions, shopping centers, and private drives.
- Many driveways within the residential subdivisions are very close to intersections along Bowles Avenue, causing safety concerns at these access points.

Corridor Continuity

The City of Littleton is 133 years old and many areas of the city, such as the western segment of Bowles Avenue, were built out well in advance of the adjacent portion of Jefferson County immediately to the west.

- Reduced roadway capacity in Littleton delays access to the vital north-south Santa Fe Drive expressway.
- Jefferson County's section to the west was constructed with ample right-of-way, allowing space for wider sidewalks or shared use paths along the corridor and the ability for future expansion.
- Just east of Santa Fe Drive, Downtown Littleton boasts mixed-use residential, local shops, and pedestrian-oriented facilities in contrast with the car-centric Bowles Avenue corridor.
- Bridging the transition between the west side of the Bowles Avenue and Santa Fe Drive intersection with the east side, and connecting Downtown Littleton to the South Platte River, has been a long-standing desire of residents and city management.

The scope of the Bowles Avenue Multimodal Corridor Study includes preparing a corridor plan that analyzes the existing conditions along the corridor, has robust community input through multiple engagement opportunities, such as in-person events, online surveys, and outreach to existing community groups, to create a set of recommendations and preferred alternatives for the corridor. Analysis and recommendations will cover topics such as:

- Multimodal safety and access improvements
- Improved access to transit along the corridor and to the Downtown Littleton Station
- Parallel bicycle and pedestrian routes
- Right-of-way constraints
- Congestion mitigation
- Visibility concerns, such as medians and improved signage
- Vertical and horizontal geometry improvements
- Access management and control

powered by Legistar™

- Intersection operations
- Current and future land uses
- Economic development opportunities

In addition to the corridor study, early action projects are included within the scope to provide tangible benefits as part of the overall project. These early action projects will focus on easily implementable safety improvements identified during the evaluation of the corridor. This may include restriping of the corridor or, at specific intersections, relocated or modified fencing, improved signage, signal timing, and bicycle and pedestrian projects. Funding set aside for early action projects could also cover such strategies as additional in-depth analysis, developing concept designs or, if appropriate, even work on final design for the chosen recommendations, with construction to occur at a later phase.

Prior Actions or Discussions

- 2023: City Council approval of TIP application, grant application submission, award granted for FFY 2026-2027
- 2025: TIP Amendment granted to push funding to FFY 2027-2028
- December 2025 - August 2026: IGA development with City of Littleton and CDOT

FISCAL IMPACTS:
The city was successful in receiving $599,000 in grant funding, which requires a $149,750 local match, for a total project cost of $748,750. The grant funds are administered through the Colorado Department of Transportation (CDOT).

Funding Source	**Funding Amount**
TIP Grant	$599,000
Local Match	$149,750
Total	$748,750

STAFF RECOMMENDATION:
Staff recommends approval of the Intergovernmental Agreement.

ALTERNATIVES:
If Council does not approve the IGA, the project would not occur. Leveraging funding from partners for projects such as this is critical to complete projects the city would unlikely be able to afford on its own. Forgoing this opportunity would put Littleton and the region at a significant disadvantage in attaining community goals related to building a safe community, providing comfortable mobility options, and operating an efficient transportation system. Turning down the funds would also put Littleton at significant disadvantage in competing for future transportation funding that is available through CDOT and DRCOG.

PROPOSED MOTION:
I move to approve Resolution 65-2026 approving an Intergovernmental Agreement with the Colorado Department of Transportation regarding a financial contribution for conducting the Bowles Avenue Corridor Study.

powered by Legistar™

CITY OF LITTLETON, COLORADO

Resolution No. 65

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH THE BOWLES AVENUE CORRIDOR STUDY

WHEREAS the council may, by resolution, enter into contracts with other governmental bodies to furnish or receive government services, to make or pay charges for such services, or enter into cooperative or other joint activities with other governmental bodies; and

WHEREAS, the Colorado Department of Transportation and the City of Littleton desire to enter into an agreement associated with the Bowles Avenue Corridor Study; and

WHEREAS, the Colorado Department of Transportation intends to reimburse the city up to $599,000.00 for the services performed by the city.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in fully.

Section 2. The Intergovernmental Agreement between the City of Littleton and the Colorado Department of Transportation for reimbursement of costs associated with the Bowles Avenue Corridor Study is approved, in substantially the same form as Exhibit "A" and the Mayor is hereby authorized to execute such amendment to the intergovernmental agreement.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 15th day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____

Reid Betzing
CITY ATTORNEY

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency
Department of Transportation

Agreement Routing Number
26-HA1-XC-00130

Local Agency
CITY OF LITTLETON

Agreement Effective Date
The later of the effective date or April 22, 2026

Agreement Description
BOWLES AVENUE MULTIMODAL CORRIDOR STUDY

Agreement Expiration Date
April 21, 2036

Project #
STU M810-027 (26042)

Agreement Maximum Amount
$748,750.00

Region #
R1

Contract Writer
DMM

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY
CITY OF LITTLETON

By:_____
*Signature

Name:_____
(Print Name)

Title:_____

Date:_____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

2nd SIGNATURE (IF NECESSARY)
CITY OF LITTLETON

By:_____
*Signature

Name:_____
(Print Name)

Title:_____

Date:_____

3rd SIGNATURE (IF NECESSARY)
CITY OF LITTLETON

By:_____
*Signature

Name:_____
(Print Name)

Title:_____

Date:_____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Colorado Department of Transportation

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated above by the State Controller or an authorized delegate.

TABLE OF CONTENTS

1. PARTIES 3
2. TERM AND EFFECTIVE DATE 3
3. AUTHORITY 4
4. PURPOSE 5
5. DEFINITIONS 5
6. SCOPE OF WORK 8
7. PAYMENTS 12
8. REPORTING - NOTIFICATION 16
9. LOCAL AGENCY RECORDS 17
10. CONFIDENTIAL INFORMATION-STATE RECORDS 18
11. CONFLICTS OF INTEREST 19
12. INSURANCE 19
13. BREACH 21
14. REMEDIES 21
15. DISPUTE RESOLUTION 23
16. NOTICES AND REPRESENTATIVES 23
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 24
18. GOVERNMENTAL IMMUNITY 25
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM 25
20. GENERAL PROVISIONS 25
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 28
22. FEDERAL REQUIREMENTS 29
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 29

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

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on April 21, 2036 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

D. Local Agency Termination Under Federal Requirements

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

3. AUTHORITY

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

A. Federal Authority

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

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

B. State Authority

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

4. PURPOSE

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

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**ARPA**" means American Rescue Plan Act, funded by the US Department of the Treasury ("USDT"). See "SLFRF" below.

D. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..

G. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

K. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

L. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

M. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

N. "**Exhibits**" means the following exhibits attached to this Agreement:

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

O. "**Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.

P. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.

Q. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

R. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

S. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

T. "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

U. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

V. "**Initial Term**" means the time period defined in **§2.B**.

W. "**Local Funds**" means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.

X. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

Y. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

Z. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

AA. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

BB. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

CC. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

DD. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

FF. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.

GG. "**SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

HH. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

II. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

JJ. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

KK. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

LL. "**State Purchasing Director**" means the position described in the Colorado Procurement Code and its implementing regulations.

MM. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

NN. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

OO. "**Subcontractor**" means third parties, if any, engaged by Local Agency to aid in performance of the Work.

PP. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

QQ. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.

RR. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

SS. "**USDT**" The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.

TT. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

UU. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

6. SCOPE OF WORK

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

A. Local Agency Commitments

i. Design

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

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

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

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

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

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

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

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

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

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

vi. Railroads

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

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

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

viii. Maintenance Obligations

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

ix. Monitoring Obligations

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

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

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

vi. Federal Recovery

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

C. Local Agency Funds

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

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

D. Reimbursement of Local Agency Costs

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

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

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

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

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

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

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

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

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

iii. Option to Exercise Options i and ii.

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

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

F. Accounting

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

i. Local Agency Performing the Work

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

ii. Local Agency-Checks or Draws

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

iii. State-Administrative Services

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

iv. Local Agency-Invoices

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

v. Invoicing Within 60 Days

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

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

vi. Risk Assessment & Monitoring

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

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

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

G. Close Out

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

8. REPORTING - NOTIFICATION

A. Quarterly Reports

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

B. Litigation Reporting

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

C. Performance and Final Status

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

D. Violations Reporting

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

9. LOCAL AGENCY RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

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

E. Safeguarding Personally Identifying Information "PII"

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

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

12. INSURANCE

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

A. Local Agency Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

iii. Automobile Liability

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

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

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

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

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

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

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

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

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

13. BREACH

A. Defined

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

B. Notice and Cure Period

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

14. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

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

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Local Agency's Remedies

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

15. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

C. Questions of Fact

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

16. NOTICES AND REPRESENTATIVES

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

For the State

Colorado Department of Transportation (CDOT)
Cristobal Abbud, Project Manager
CDOT
2829 W Howard Pl
Denver, CO 80204
970-622-1280
cristobal.abbudgarcia@state.co.us

For the Local Agency

CITY OF LITTLETON
Kenna Davis, Senior Transportation Planner
2255 W Berry Ave
Littleton, CO 80120
303-795-3876
kdavis@littletonco.gov

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

iii. Assignments and Assistance

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

B. Exclusive Property of the State

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

C. Exclusive Property of Local Agency

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

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

20. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or

using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

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

D. Modification

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

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

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

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party. Specifically, **§§6.A.viii, 9.A & B, 12 and 19.K** shall survive termination or expiration of this Agreement.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§19.A**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

J. Waiver

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

K. Indemnification

i. General Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its contractors and any subcontractors to indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all costs, expenses, claims, damages, liabilities, court awards including costs, expenses, and attorney fees and related costs, directly or

indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement and other amounts (including attorneys' fees and related costs) incurred as a result of any act or omission by Local Agency, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This provision shall survive the termination of the Agreement. CDOT may withhold payments due to Local Agency pending resolution of any matter of indemnification.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency or its contractors and any subcontractors in violation of **§10** may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall be responsible for its own actions and for the actions of its own employees related to this violation of **§10**. Local Agency shall also cause its contractors and any subcontractors to indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, or Subcontractors in violation of §10. This provision shall survive the termination of the Agreement. CDOT may withhold payments due to Local Agency pending resolution of any matter of indemnification.

iii. Intellectual Property Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to intellectual property of the Work. Local Agency shall also cause its contractors and any subcontractors to indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the State in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. This provision shall survive the termination of the Agreement. CDOT may withhold payments due to Local Agency pending resolution of any matter of indemnification.

iv. Accessibility Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its contractors and any subcontractors to indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

L. Accessibility

i. Local Agency shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103

ii. The State may require that the Local Agency's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Local Agency to review the selection of the third party. Local Agency shall be responsible for all costs associated with the third-party vendor's assessment. If Local Agency is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Local Agency shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

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

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

N. Order of Precedence

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

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

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

These Special Provisions apply to all Agreements.

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes

incurred pursuant to this Agreement. Local Agency shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

22. FEDERAL REQUIREMENTS

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

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for

DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A

SCOPE OF WORK

Name of Project: BOWLES AVENUE MULTIMODAL CORRIDOR STUDY
Project Number: STU M810-027
SubAccount #: 26042

The scope of the Bowles Avenue Multimodal Corridor Study includes preparing a corridor plan that analyzes the existing conditions along the City of Littleton owned portion of the corridor, has robust community input through multiple engagement opportunities, such as in-person events, online surveys, and outreach to existing community groups, to create a set of recommendations and preferred alternatives for the corridor. Analysis and recommendations will cover topics such as:

- Multimodal safety and access improvements
- Improved access to transit along the corridor and to the Downtown Littleton Transit Station
- Parallel bicycle and pedestrian routes
- Right-of-way constraints
- Congestion mitigation
- Visibility concerns, such as medians and improved signage
- Vertical and horizontal geometry improvements
- Access management and control
- Intersection operations
- Current and future land uses
- Economic development opportunities

In addition to the corridor study, early action projects are included within the scope to provide tangible benefits as part of the overall project. These early action projects will focus on easily implementable safety improvements identified during the evaluation of the corridor. This may include restriping of the corridor or, at specific intersections, relocated or modified fencing, improved signage, signal timing, and bicycle and pedestrian projects. Funding set aside for early action projects could also cover such strategies as additional in-depth analysis, developing concept designs or, if appropriate, even work on final design for the chosen recommendations, with construction to occur at a later phase.

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

EXHIBIT B

SAMPLE IGA OPTION LETTER

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

Vendor Name:

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

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

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

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

Option A

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

Option B

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

Option C

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

Option D

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

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

STATE OF COLORADO
Jared S. Polis
Department of Transportation

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

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

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

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

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C - FUNDING PROVISIONS

City of Littleton - STU M810-027 (26042)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $748,750.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (80% of STBG Award)	$599,000.00
b. Local Agency Funds (20% of STBG Award)	$149,750.00
TOTAL FUNDS ALL SOURCES	**$748,750.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	CLQJKXAMYNL5
d.	Assistance Listing #	
	Highway Planning and Construction	ALN 20.205
	Surface Transportation Block Grant Program	ALN 20.287
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$599,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**80%**	**$599,000.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**20%**	**$149,750.00**
TOTAL PROJECT ESTIMATED FUNDING	**100%**	**$748,750.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	$748,750.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		**$748,750.00**

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

Design 3020 WBS Element 26042.10.30	Performance Period Start*/End Date TBD-TBD	$0.00
Const. 3301 WBS Element 26042.20.10	Performance Period Start*/End Date TBD-TBD	$0.00

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

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the $748,750.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $748,750.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $748,750.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $599,000.00. For CDOT accounting purposes, the federal funds of $599,000.00 and the Local Agency funds of $149,750.00 will be encumbered for a total encumbrance of $748,750.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is $748,750.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

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

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

ii. **Expenditure of $1,000,000 or more-Highway Funds Only**
If the Local Agency expends $1,000,000 or more, in Federal funds, but only received federal Highway funds then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

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

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

iv. Independent CPA

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

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E
Colorado Department of Transportation
Local Agency Contract Administration Checklist

Project Number	STIP Number	Project Code	Region
STU M810 - 027	SDR9000	26042	R1

Project Location	Date
Bowles Ave: Sheridan Boulevard to Santa Fe Drive	

Project Description

Preparing a corridor plan that analyzes the existing conditions along the corridor.

Local Agency	Local Agency Project Manager
City of Littleton	Kenna Davis

CDOT Resident Engineer	CDOT Project Manager
Maria Hajiaghaee	Cristobal Abbud

Instructions:

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

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

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

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration contact information changes, notice will be given pursuant to the Intergovernmental Agreement (IGA) for this project. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

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

Acronyms:

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Equal Employment Opportunity - EEO

Federal Highway Administration – FHWA

Field Inspection Review – FIR

Final Office Review – FOR

Hot Mix Asphalt – HMA

Independent Assurance Testing - IAT

Intergovernmental Agreement – IGA

Local Agency - LA

Local Agency Web Resource – LAWR

Not Applicable – N/A

Number – No.

On-The-Job - OJT

Plans, Specifications, and Estimate – PS&E Professional

Engineer - PE

Right-of-Way – ROW

Statewide Transportation Improvement Program - STIP

Transportation Improvement Program – TIP

TIP / STIP Long-Range Plans

LAWR	No.	Description of Task	Responsible Party: LA	Responsible Party: CDOT
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		X

Subrecipient Monitoring

LAWR	No.	Description of Task	Responsible Party: LA	Responsible Party: CDOT
		Preparation of Subrecipient Monitoring Compliance Documents		
		• Subrecipient Determination Tool		X
		• Subrecipient Risk Assessment	X	X
		• Subrecipient Notification Letter		X
		• Subrecipient Project Update Report (Formerly "Performance Report to CDOT")	X	
		• CDOT Monitoring Report of Subrecipients (If applicable)		X

Federal Funding Obligation and Authorization

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

Project Development

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

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

Project Development Civil Rights and Labor Compliance

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

CDOT Resident Engineer	Date
Maria Hajiaghaee	4/14/2026

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

Advertise, Bid and Award of Construction Projects

Federal Project (use 7.1 series in Chapter 7)
Non-Federal Project (Use 7.2 series in Chapter 7)

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

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

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.	N/A	N/A

Local Agency Representative	Phone Number
Kenna Davis	303-795-3876

9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	N/A	N/A
9B	8.12	Prepare and Authorize Change Orders	N/A	N/A
9B	8.13	Submit Change Order Package to CDOT	N/A	
9A	8.14	Prepare Local Agency Reimbursement Requests	N/A	
9	8.15	Monitor Project Financial Status	N/A	N/A
9	8.16	Prepare and Submit Monthly Progress Reports	N/A	N/A
9	8.17	Resolve Contractor Claims and Disputes	N/A	N/A
	8.18	Conduct Routine and Random Project Reviews. Provide the name and phone number of the person responsible for this task.		N/A

CDOT Resident Engineer	Phone Number
Maria Hajiaghaee	720.277.6502

9	8.19	Ongoing Oversight of DBE Participation	N/A	

Materials

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

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

Construction Civil Rights and Labor Compliance

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

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

Finals

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

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

Public Right-of-Way Accessibility Guidelines (PROWAG)

LAWR	No.	Description of Task	Responsible Party: LA	Responsible Party: CDOT
	TBD	Construct Pedestrian Facilities to meet at a minimum PROWAG Standards (M&S Standards for CDOT On-System Projects)	X	
	TBD	Final Inspection and Acceptance (Dependent on CDOT On-System vs Off-System)	X	X
	TBD	Collect Curb Ramp Data and Upload to Survey123 for On-System Projects	X	X
		• Variance Request (If Needed)	X	
		• Data Collection Coordination	X	
		• Data Collection	X	X

Cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

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

SECTION 2. Subrecipient and Participant Obligation.

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

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

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

SECTION 3. DBE Program.

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

Local Agency requirements can be found at:

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

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.7 “Procurement methods and procedures shall not be used as a factor in the evaluation, ranking, and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

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

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

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

the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

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

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

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

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

   a. Qualifications,

   b. Approach to the Work,

   c. Ability to furnish professional services.

   d. Anticipated design concepts, and

   e. Alternative methods of approach for furnishing the professional services.

   Evaluation factors for final selection are the Consultant's:

   a. Abilities of their personnel,

   b. Past performance,

   c. Willingness to meet the time and budget requirement,

   d. Location,

   e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profits are in the range of six (6) to 15 percent of the total direct and indirect costs.

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

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING NINE (9) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

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

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1**. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

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

Executive Order 11246

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

Copeland "Anti-Kickback" Act

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

Davis-Bacon Act

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

Contract Work Hours and Safety Standards Act

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

Clean Air Act

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

Energy Policy and Conservation Act

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

Uniform Guidance

Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 Code of the Federal Regulations Part 200), which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

Hatch Act

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

Nondiscrimination

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

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

ADA

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

Uniform Relocation Assistance and Real Property Acquisition Policies Act

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

Drug-Free Workplace Act

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

Age Discrimination Act of 1975

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

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

23 C.F.R. Part 172

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

23 C.F.R Part 633

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

23 C.F.R. Part 635

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

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

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

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

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of

Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

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

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

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

iv. Information and Reports

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

v. Sanctions for Noncompliance

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

Incorporation of Provisions §22

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

Assurances for Local Agencies

DOT Order No. 1050.2A

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

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

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

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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

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

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

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

APPENDIX A

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

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX C

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

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

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

APPENDIX D

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

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

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA),
As Amended
Revised as of 11-12-2020

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

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

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

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

Award ***does not*** include:

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

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

1.5.2. A foreign public entity;

1.5.3. A domestic or foreign non-profit organization;

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non- Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

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

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax- qualified;

1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 **"Unique Entity ID"** means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at https://sam.gov/content/home **.**

1.18 **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards (Title 2 Code of Federal Regulations Part 200). The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.19 **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

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

3. **System for Award Management (SAM), Data Universal Numbering System (DUNS) and UNIQUE ENTITY ID Requirements.**

3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

3.3. **Unique Entity ID**. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

4.2. In the preceding fiscal year, Contractor received:

4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal

financial assistance Awards or Subawards subject to the Transparency Act; and

4.2.2. $30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)or § 6104 of the Internal Revenue Code of 1986.

5. Reporting. Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. Effective Date and Dollar Threshold for Reporting. The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de- obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one

electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

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

COLORADO
Department of
Transportation

Exhibit L

CDOT SUBRECIPIENT RISK ASSESSMENT

Generate a pdf version for circulation to others by clicking the **Print to PDF** button below.

Grantee Entity

Entity Name (Subrecipient) *

Representative for this Self Assessment (Person Completing this Form)

Name * **Email** *

Chief Administrative Officer, Chief Financial Officer (CFO) or Equivalent

Name * **Email** *

Project Manager

Name * **Email** *

Project Details

Name of Project / Program *

Project Number * **Project Sub-Account Number** *

Grant Program Awarded *

Estimated Award Period *

Risk Assessment

Assessment Date *

CDOT Project Manager

Name * **Email** * **Phone** *

Instructions: (See "Instructions" tab for more information)
1. All questions are required to be answered.
2. Utilize the "Comment" section below the last question for additional responses.
3. When complete, check the box at the bottom of the form to authorize.
4. Click the Submit button when ready to submit.
5. A copy of the responses will be emailed to the Assessor Email.

Note: Fields marked with * are required.

Experience Assessment

1. Is your entity new to operating or managing federal funds (has not done so within the past three years)? *
○ Yes ○ No

2.Is this funding program new for your entity (managed for less than three years)? Examples of funding programs include CMAQ, TAP, STP-M, etc.*
○ Yes ○ No

3.Does your staff assigned to the program have at least three full years of experience with this federal program? *
○ Yes ○ No

Monitoring/Audit Assessment

4. Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years? *
○ Yes ○ No ○ N/A

5a. Were there non-compliance issues in this prior review? *
○ Yes ○ No ○ N/A

Operation Assessment

6. Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *
○ Yes ○ No

Financial Assessment

7. Does your entity have an indirect cost rate that is approved and current? *
◯ Yes ◯ No

8. Is this grant/award 10% or more of your entity's overall funding? *
◯ >10% ◯ <10%

9. Has your entity returned lapsed* funds?
*Funds "lapse" when they are no longer available for obligation. *
◯ Yes ◯ No ◯ N/A

10. Has your entity had difficulty meeting local match requirements in the last three years? *
◯ Yes ◯ No ◯ N/A

11a. What is the total federal funding your entity has been awarded for the last federal fiscal year? *

11b. What is your entity's fiscal year end? *

Internal Control Assessment

12. Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) *
◯ Yes ◯ No ◯ N/A

13. Does your entity have financial procedures and controls in place to accommodate a federal-aid (or other federally funded) project? *
◯ Yes ◯ No

14. Does your accounting system identify the receipts and expenditures of program funds separately for each award? *
◯ Yes ◯ No

15. Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget? *
◯ Yes ◯ No

16. Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *
◯ Yes ◯ No ◯ N/A

17. How many total FTE perform accounting functions within your organization? *
◯ >=6 ◯ 2 to 5 ◯ <2

Impact Assessment

18. For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*

Yes No

19. For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award?

Select **Yes** if one or more violation(s) and have either disclosed previously to CDOT or as part of this form.

Select **No** if one or more violation(s) and have not disclosed previously or will not disclose as part of this form.

Select **N/A** if there are no violations.*

Yes No N/A

Program Management Assessment

20. Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid (or other federally funded) projects? *

Yes No N/A

21. Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*?
(*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.) *

Yes No N/A

22a. Is your staff familiar with the relevant CDOT manuals and federal program requirements?*

Yes No N/A

22b. Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid (or other federally funded) projects will receive adequate inspections? *

Yes No N/A

22c. Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *

Yes No N/A

22d. Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *

Yes No N/A

22e. Does your entity have a written policy or certification statement approved by your governing board assuring compliance with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 and implementing regulations on federally funded projects?*

Yes No N/A

Comments - As needed, include the question number and provide comments related to the above questions.

I have confirmed with the Chief Administrative Officer or Chief Financial Officer of this entity to certify that this information is true and correct. *

Instructions and Guide to the SUBRECIPIENT RISK ASSESSMENT (Self Assessment)

Definitions

GAAP: Generally Accepted Accounting Principles

GAAS: Generally Accepted Auditing Standards

GAGAS: Generally Accepted Government Auditing Standards

OMB: Office of Management and Budget

Using the Assessment:

The answers provided on this self-assessment questionnaire assist in the determination of a subrecipient's risk of noncompliance with State and Federal statutes, regulations and the terms and conditions of the subaward in compliance with 2 CFR §200.332 (b). Some questions require a simple yes, no, or N/A answer. However, additional information may be provided in the comments sections and should be included if the answer demonstrates that the subrecipient has internal controls in one area, but not throughout the process. For example: The subrecipient may describe a good process for determining allowability and reasonableness but not fully explain how the cost is allocated across funding sources. Additional explanation for each question is provided below.

Assessment Reviewers: If a question is not answered or the answer does not address the question asked, then select the appropriate column to calculate the highest risk rating for that category. If you receive an answer that does not fit into one of the drop-down choices, please contact the Internal Audit Division to discuss. ALL questions should be answered.

Experience Assessment

Q1. Previous Experience of Subrecipient with managing federal funds
A subrecipient that has experience in managing federal funds has a lower risk of error (or non-compliance with federal requirements) than a subrecipient with little to no experience.

Q2. Previous Experience of Subrecipient with funding program
A subrecipient experienced in managing a particular federal funding program will have a lower risk of non-compliance than a subrecipient who is familiar with the funding program. Each funding program has specific guidance and regulations.

Q3. Previous Experience of Staff with funding -program
A subrecipient with staff that has little experience in managing a particular funding program has a higher risk of error than an entity with staff experienced with the funding program.

Monitoring/Audit Assessment

Q4. Recent Review
A subrecipient who has not had a recent financial or program review is a higher risk since CDOT is not familiar with or had an opportunity to review their processes or if they comply with guidance and regulations.

Q5. Non-compliance Issues in Prior Visit
A subrecipient who has experienced non-compliance issues in the past will be assessed as a higher risk so the appropriate monitoring can occur to verify if the non-compliance issues can be mitigated.

Operation Assessment

Q6. Timesheet Maintenance
§200.430 of the Supercircular requires salaries and wages to be based on records that accurately reflect the work performed. These records must reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities.

Financial Assessment

Q7. Indirect Cost Rate
Whether a non-Federal entity has an indirect cost rate or not, will not impact the overall risk rating on this form. However, if an indirect cost rate will be requested, the non-Federal entity must notify CDOT Audit so that the indirect cost rate can be reviewed and included in the Federal award.

Q8. Size of Grant
If the funds received from CDOT make up a substantial portion of the entity's overall funding, there is typically a higher risk to the funding if the entity were to have any financial issues.

Q9. Lapsed Funds
Funds "lapse" when they are no longer utilized or available for obligation. Funds lapse at the end of the applicable fiscal year, unless another date is provided by statute or contract. If a subrecipient has previously allowed funds to lapse they are considered higher risk.

Q10. Local Match
Difficulty in meeting local match requirements can affect project delivery and is indicative of higher risk.

Q11. Total Federal Funds
This information is important in deciding how much federal funding makes up the total funding sources for the entity. If an entity manages a small amount, the risk is higher that they will be unfamiliar with the fiscal requirements of accounting for the funds. "Total Federal Funds" includes funds for projects in which your entity administers/performs the work (i.e. construction projects), but not for funds that you pass-through to other entities.

Internal Control Assessment

Q12. Significant Changes in Key Personnel
Significant changes in key personnel can increase the risk of non-compliance with federal requirements for that entity. For example, a new controller may not be familiar with subaward requirements, or a new executive director could make large changes in the entity that may increase their risk of consistent compliance.

Q13. Financial Procedures and Controls
Subrecipients with effective written procedures and financial controls, along with staff familiar with CDOT procedures and manuals, will have a lower risk of non-compliance with federal requirements.

Q14. Receipts and Expenditures Separated per Each Award
Subrecipients with accounting systems in which separate costs are maintained for each award reduce the risk that costs are ineligible due to being comingled and billed to multiple awards more than once.

Q15. Recording of Expenditures by Budget Cost Categories
Subrecipients with accounting systems that can track costs by award AND by the different types of costs allowed in the award (i.e. labor, sub-consultant/contractor, and materials) reduce the risk that costs are not allocable (see below).

Q16. Reasonableness, allowability, allocability
Allowability - Expenses charged to a grant must meet the following allowability criteria:
a) The costs must be reasonable.
b) The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances.
c) The costs must conform to any limitations or exclusions set forth in the grant agreement or in the Federal Cost Principles.

Allocability:
Once allowability criteria have been met, the cost must be evaluated against the criterion of allocability. That is, the cost has been incurred solely to support or advance the work of a specific grant award. It also means the process of assigning a cost, or a group of costs, to one or more cost objectives, is in reasonable and realistic proportion to the benefit provided or other equitable relationship. A cost objective may be a major function of the agency, a particular service or project, a sponsored agreement, or indirect Cost activity. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

Reasonableness:
The cost must be able to withstand public scrutiny. (i.e., objective individuals not affiliated with the institution would agree that a cost is appropriate on a grant award or as a component in its indirect cost proposal)

Q17. Number of FTEs
This is associated with the number (#) of individual grants and amount of funding the entity receives. If the entity only has a small # of grants, then a small # of FTE would generally suffice. However, if the entity has a large # of grants, but only a small # of accounting FTE, then there is a higher risk that the funds may not be accounted for correctly.

Impact Assessment

Q18. Conflicts of Interest
A subrecipient with no or few conflicts of interest, demonstrates a greater understanding of federal requirements than a subrecipient with many conflicts. See 2 CFR §200.112. Under the Uniform Guidance, States (and subrecipients) have to disclose in writing any potential conflicts of interest.

Q19. Violations of Federal Criminal Law
A subrecipient with many violations of criminal law affecting the federal award, demonstrates a disregard for rules and requirements and is at an increased risk of non-compliance than a subrecipient with no or few violations. See 2 CFR §200.113.

Program Management Assessment

Questions #20 - #22 on the Self-Assessment are applicable to construction projects and would not be suitable for use, for example, with planning projects. Cases in which the question does not apply, mark N/A.

Q20. Critical Project Personnel
If the local entity has a process for ensuring that critical project personnel are qualified to manage federal-aid (or other federally funded) projects, or provide certification statements to this effect, they are at less risk of non-compliance.

Q21. Written Procurement Policies
The procedures and laws a local entity must follow in obtaining professional consultant services are lengthy and complex. A local entity who has written procedures approved by the entity's governing board for staff or who certify that all laws will be followed is at less risk of non-compliance.

Q22. Program Management Questions a - e
These questions are intended to ensure an understanding of rules and regulations regarding federal-aid (or other federally funded) projects. A local entity must be able to demonstrate knowledge in these areas in order to be at low risk for non-compliance.

General

Update Risk Assessment
The Subrecipient Risk Assessment is to assess the risk related to the subrecipient. It is required to be updated based upon the frequency identified in the Subrecipient Monitoring and Risk Assessment Manual.

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to

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

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

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

1.1. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

1.2 "**Federal Award"** has the meaning, depending on the context, in either paragraph (1) or (2) of this definition:

(1)(i) The Federal financial assistance that a recipient receives directly from a Federal agency or indirectly from a pass-through entity, as described in § 200.101; or

(ii) The cost-reimbursement contract under the Federal Acquisition Regulation that a non-Federal entity receives directly from a Federal agency or indirectly from a pass-through entity, as described in § 200.101.

(2) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of Federal financial assistance in this section, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(3) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate government-owned, contractor- operated (GOCO) facilities.

(4) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement, 2 CFR §200.1.

1.3 **"Federal Agency"** means an "agency" as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f). The term generally refers to the agency that provides a Federal award directly to a recipient unless the

context indicates otherwise. See also definitions of Federal award and recipient, 2 CFR §200.1.

1.4 "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

1.5 "Grant Agreement" or "Grant" means a legal instrument of financial assistance between a Federal agency and a recipient or between a pass-through entity and a subrecipient, consistent with 31 U.S.C. 6302, 6304 and 2 CFR §200.1:

(1) Is used to enter into a relationship, the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3); and not to acquire property or services for the Federal agency or pass-through entity's direct benefit or use;

(2) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement of the Federal agency in carrying out the activity contemplated by the Federal award.

(3) Does not include an agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

1.6 "OMB" means the Executive Office of the President, Office of Management and Budget, 2 CFR §200.1.

1.7 "Recipient" means an entity that receives a Federal award directly from a Federal agency to carry out an activity under a Federal program. The term recipient does not include subrecipients or individuals that are participants or beneficiaries of the award, 2 CFR §200.1.

1.8 "State" means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

1.9 "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency, 2 CFR §200.1.

1.10 "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 Code of the Federal Regulations Part 200), which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance

flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.11 "Uniform Guidance Supplemental Provisions" means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2 Compliance. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3 Procurement Standards.

3.1 Procurement Procedures. Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

3.2 Procurement of Recovered Materials. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4 Access to Records. Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance and 2 CFR §200.331(a)(5).

5 Single Audit Requirements. If Subrecipient expends $1,000,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507) and 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514(Scope of audit), except when it elects to have a program-specific audit conducted in accordance

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

5.2 Exemption. If Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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

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

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

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

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

employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

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

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

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

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

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon

Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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

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

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

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required

certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

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

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

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (2 CFR §200.210) also, must require the recipient to relate financial data to performance accomplishments of the Federal award.=

Exhibit N
Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

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

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

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

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards(Title 2 Code of Federal Regulations Part 200). The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

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

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

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

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

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

EC 1 – Public Health

All Public Health Projects

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

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

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

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

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

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

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

Household Assistance (2.1-2.8)

a) Number of households served

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

Healthy Childhood Environments (2.11-2.13)

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

Education Assistance (2.14, 2.24-2.27)

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

Housing Support (2.15, 2.16, 2.18)

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

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

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

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

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

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

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

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

EC 5 – Infrastructure Projects

All Infrastructure Projects

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

Water and sewer projects (EC 5.1-5.18)

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

Broadband projects (EC 5.19-5.21)

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

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

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

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

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

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

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

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

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

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

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

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

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

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

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

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

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

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

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

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

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

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

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

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

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

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

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

9. Compliance with Applicable Law and Regulations.

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

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

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

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

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

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

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

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

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

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be foundat: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:
Project Title:		Project No:
Project Duration: To:		From:
State Agency:	CDOT	

This form serves as notification that there has been a change to the reporting requirements set forth in theoriginal SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement **(Add/Delete/Modify)**	**Project Number**	**Reporting Requirement**

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form tothe State Agency within 10 business days of the date sent by that Agency.

_____ _____

Local Agency Date

_____ _____

CDOT Program Manager Date

Exhibit R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

File #: Resolution 66-2026, **Version:** 1

Agenda Date: 09/15/2026

Subject:
Resolution 66-2026: Ratifying and approving an Intergovernmental Agreement with Urban Drainage and Flood Control District D/B/A Mile High Flood District regarding funding of Major Drainageway Planning and Flood Hazard Area Delineation for Lee Gulch

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities
	Sarah White, Water Resources Manager
Presentations:	N/A

PURPOSE:
Does council support ratification and approval of an Intergovernmental Agreement (IGA)with Urban Drainage and Flood Control D/B/A Mile High Flood District for funding of Major Drainageway Plan and Flood Hazard Area Delineation for Lee Gulch.

LONG-TERM OUTCOME(S) SERVED:
Safe Community; High-Quality Governance; Sustainable Community with Natural Beauty

DISCUSSION:
Lee Gulch drains approximately 2.66 square miles and is comprised of 2 main drainage basins, Lee Gulch and Lee Gulch South Fork. The Lee Gulch drainage basin is primarily within Arapahoe County and within City of Littleton and City of Centennial jurisdictions. The Lee Gulch drainage basin within Douglas County is not considered with this updated report.

In October 1977, the Major Drainageway Plan (MDP) and Flood Hazard Area Delineation (FHAD) for Lee Gulch and Little Creek was published by KKBNA Consulting Engineers and serves as the current Federal Emergency Management Agency (FEMA) regulatory hydrology for the watershed. The Lee Gulch regulatory floodplain has been in the same delineation since this original 1977 FHAD. Although this study looked at future conditions, the watershed has been fully developed since the FHAD was published and rainfall data has been updated.

Watershed planning is an important way to help protect people and property against flooding, erosion, and stormwater quality problems. These plans contain a strategy and work plan to identify flood risk management projects, guide new land development projects and identify high risk areas.

Mile High Flood District along with project sponsors, Southeast Metro Stormwater Authority (SEMSWA) and the City of Littleton, are proposing updates to the Major Drainageway Plan (MDP) and Floodplain Hazard Area Delineation (FHAD). The studies will evaluate the hydrology and floodplain limits of Lee Gulch in

consideration of new rainfall data and development that has occurred in the basin since the previous study in 1977. The MDP will provide a conceptual design of recommended improvements in the watershed, including estimated costs. The MDP will be used as a guide for implementing drainage improvements. The FHAD study will identify flood risk information and boundaries. The FHAD will then be used to update the FEMA floodplain maps as a physical map revision, updating the regulatory boundaries of the floodplain.

BACKGROUND:
This master plan and floodplain update has not previously been discussed by city council. The Agreement was transmitted for signature on or about August 19th, 2025, at or near the same time that council approved a separate agreement for the Lee Gulch Culvert Project with MHFD. As a result of the similarity in project names and the concurrent signature routing, the Agreement was duly executed by our Mayor, City Attorney, and City Clerk without having first been presented to, or approved by, the City Council by resolution or other formal consent, as is ordinarily required.

The signatories for the City hold the general authority to execute intergovernmental agreements on behalf of the City when duly authorized by the Council, such that the omission at issue is procedural, the absence of a prior authorizing resolution, rather than a defect in the actual signatory authority. City staff identified the omission during a routing review of the outstanding project and has immediately undertaken steps to correct the record.

City staff has notified MHFD of the administrative matter described. As MHFD did receive an executed IGA, work has commenced on the project. An invoice for $75,000.00 is currently pending payment.

Prior Actions or Discussions
N/A

FISCAL IMPACTS:
The total project cost is estimated to be $500,000. The City's share of the costs of the project, as set forth in the Agreement, shall be a contribution of 50% of project costs split with SEMSWA for the master plan preparation, and 0% for the floodplain study costs.

The cost for a new study is shared with Mile High Flood District as follows:

City of Littleton:	$75,000 (MDP 25%)
Southeast Metro Stormwater Authority:	$75,000 (MDP 25%)
Mile High Flood District:	$150,000 (MDP 50%)
Mile High Flood District:	$200,000 (FHAD 100%)

STAFF RECOMMENDATION:
Staff recommends ratification and approval of the resolution.

ALTERNATIVES:
If not approved, future design of improvements will be based upon the 1977 study which may have inaccurate hydrology that would lead to either over-designing infrastructure (greater cost) or under-designing infrastructure (increasing risk to public). Not updating floodplain maps as the watershed develops and rainfall

data update also lead to under and over enforced floodplain regulations.

Not entering into a partnership agreement with MHFD and SEMSWA would require the City to fully finance the studies at $500,000 instead of the $75,000 proposed.

Not ratifying the IGA would further place the City delinquent on an invoice with a partner agency.

PROPOSED MOTION:
I move to approve Resolution 66-2026 ratifying and approving an Intergovernmental Agreement with Urban Drainage and Flood Control District D/B/A Mile High Flood District regarding funding of Major Drainageway Planning and Flood Hazard Area Delineation for Lee Gulch.

CITY OF LITTLETON, COLORADO

Resolution No. 66

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, RATIFYING AND APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LITTLETON AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT FOR THE FUNDING OF MAJOR DRAINAGEWAY PLANNING AND FLOOD HAZARD AREA DELINEATION FOR LEE GULCH

WHEREAS, the City and the Urban Drainage and Flood Control District d/b/a Mile High Flood District ("MHFD") negotiated and prepared that certain intergovernmental agreement titled "Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Lee Gulch," attached hereto as Exhibit A;

WHEREAS, the Agreement was transmitted for signature on or about August 19th, 2025, at or near the same time that council approved a separate agreement for the Lee Gulch Culvert Project with MHFD; and

WHEREAS, as a result of the similarity in project names and the concurrent signature routing, the Agreement was duly executed by our Mayor, City Attorney, and City Clerk without having first been presented to, or approved by, the City Council by resolution or other formal consent, as is ordinarily required; and

WHEREAS, the signatories for the City hold the general authority to execute intergovernmental agreements on behalf of the City when duly authorized by the Council, such that the omission at issue is procedural – the absence of a prior authorizing resolution, rather than a defect in the actual signatory authority; and

WHEREAS, City staff identified the omission during a routing review of the outstanding project and has immediately undertaken steps to correct the record; and

WHEREAS, the project contemplated by the Agreement is currently underway, and MHFD has submitted an invoice to the City for work performed pursuant to the Agreement; and

WHEREAS, City staff has notified MHFD of the administrative matter described above and the City Council of the City of Littleton wishes to formally ratify, confirm, and approve the Agreement and the actions taken in connection with its execution, effective as of the original date of execution, in order to ensure continuity of the project and timely payment of invoices due and owing; and

WHEREAS, City Council finds that the ratification of the Agreement is in the best interests of the City and consistent with the City's prior course of dealing.

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

Section 1. Ratification of the Agreement. The City Council hereby ratifies, confirms, and approves the Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Lee Gulch," attached hereto as Exhibit A, and all actions taken by City staff and officials in connection with the negotiation and execution of the Agreement, effective as of August 21, 2025, the original date of execution.

Section 2. Effective Date. This Resolution shall take effect immediately upon adoption.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 15th day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

Docusign Envelope ID: 6592E695-310C-4CC0-BB67-DDB711F02EE8

AGREEMENT REGARDING FUNDING OF
MAJOR DRAINAGEWAY PLANNING AND FLOOD HAZARD AREA DELINEATION FOR
LEE GULCH

Agreement No. 25-03.18
Project No. 110399
Agreement Amount $500,000

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), City of Littleton (hereinafter called "CITY"), and Southeast Metro Stormwater Authority (hereinafter called "SEMSWA"); (hereinafter CITY and SEMSWA shall be known as "PROJECT SPONSOR(S)" and DISTRICT and PROJECT SPONSOR(S) shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2025 (Resolution No. 82, Series of 2024) which includes master planning and floodplain mapping; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan and Flood Hazard Area Delineation (FHAD) for Lee Gulch (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 28, Series of 2025); and

WHEREAS, the governing board (officials) of PROJECT SPONSOR(S) has budgeted, by appropriation or resolution, all of its share of PROJECT costs; and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

Part 1

1.01. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

1.02. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated February 11, 2025, (hereinafter called "AREA").

1.03. SCOPE OF PROJECT

The purpose of PROJECT is to develop a drainageway master plan and FHAD, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs,

Docusign Envelope ID: 6592E695-310C-4CC0-BB67-DDB711F02EE8

existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made.

1.04 PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

1.05 PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, FHAD, and related services and contingencies mutually agreeable to PARTIES. Project costs are not to exceed $500,000 without amendment to this Agreement.

1.06 FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Section 1.05:

	Percentage Share	Master Plan Contribution	FHAD Contribution	Maximum Contribution
CITY	15%	$75,000	-0-	$75,000
SEMSWA	15%	$75,000	-0-	$75,000
DISTRICT	70%	$150,000	$200,000	$350,000
TOTAL	100%	$300,000	$200,000	$500,000

Each PARTY'S payment obligation, whether direct or contingent, extends only to funds budgeted by appropriation or resolution annually by each PARTY'S governing body (officials), paid into the treasury of that PARTY, and encumbered for the purpose of this AGREEMENT. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY.

1.07 MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a PROJECT SPONSOR's one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share CITY - $75,000; SEMSWA - $75,000; DISTRICT - $350,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide an accounting of PROJECT funds as well as notification to PROJECT SPONSOR(S) of any unpaid obligations upon request. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Section 2.03).

Within one year of completion of PROJECT if there are monies including interest earned remaining in excess of 10,000,which are not committed, obligated, or disbursed, each party shall be

Docusign Envelope ID: 6592E695-310C-4CC0-BB67-DDB711F02EE8

refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, PROJECT SPONSOR share of remaining monies shall be transferred to another special fund held by DISTRICT.

1.08 PROJECT MAPPING

DISTRICT shall provide a Digital Elevation Model (DEM) and elevation contour mapping of AREA with a contour interval of one-foot. Upon execution of this Agreement DISTRICT shall engage a land surveyor judged by DISTRICT to be responsible and qualified to perform the work to supplement the DEM data at hydraulic structures.

1.09 MASTER PLANNING AND FHAD

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design subject to approval of PROJECT SPONSOR(S).

1.10 PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to PROJECT SPONSOR(S) access to all draft and final electronic report files. Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to PROJECT SPONSOR(S) upon request. This Paragraph shall survive termination of this Agreement.

1.11. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR(S) the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSOR(S) needed to complete PROJECT in a timely manner. PROJECT SPONSOR(S) agrees to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSOR(S). PROJECT SPONSOR(S) also agree(s) to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSOR(S) by DISTRICT.

1.12 PUBLIC RELATIONS

It shall be at the sole discretion of the PROJECT SPONSOR(S) to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer, if requested by PROJECT SPONSOR(S). In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR(S) as needed and appropriate.

1.13 EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

Electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of the PARTIES to this Agreement. Documents requiring notarization may also be notarized by electronic signature. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S. However, the PARTIES agree that only electronic signatures created by electronic software including but not limited to DocuSign shall be permitted.

Part 2

2.01 TERM OF THE AGREEMENT

The term of this Agreement shall commence upon the execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Section 1.07 herein.

Docusign Envelope ID: 6592E695-310C-4CC0-BB67-DDB711F02EE8

2.02 LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own negligent or wrongful acts or omissions and may insure against such liabilities as appropriate.

2.03 CONTRACTING OFFICERS

A. The contracting officer for CITY shall be Public Works Director, 2255 West Berry Ave Littleton Colorado, 80210.

B. The contracting officer for SEMSWA shall be the Executive Director, 7437 South Fairplay Street, Centennial, Colorado 80112.

C. The contracting officer for DISTRICT shall be the Executive Director, 12575 W. Bayaud Ave. Lakewood, Colorado 80228.

D. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR(S). Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. In the case of amendments to this Agreement, contracting officers shall determine which PARIES are impacted by the amendment and ensure that such PARIES provide their approval in writing. Unaffected PARTIES shall only be required to acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.04 AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing. Amendments affecting only specific PARTIES, whether through changes in scope or additional funding contributions, shall require the written approval of the impacted PARTIES. All other PARTIES unaffected by the amendment shall acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

2.05 SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

2.06 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

2.07 ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party or parties to this Agreement.

2.08 BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

2.09 ENFORCEABILITY

Docusign Envelope ID: 6592E695-310C-4CC0-BB67-DDB711F02EE8

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

2.10 TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

2.11. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all contracts stemming from this Agreement.

2.12. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the PARTIES stated in this Agreement is subject to the requirement of a prior appropriation or resolution of funds therefore by the appropriate governing body (officials) of the respective PARTIES.

2.13. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PROJECT SPONSOR(S) or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

2.14 GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq*., C.R.S.) as now or hereafter amended or otherwise available at law or equity.

2.15 INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of PROJECT SPONSOR(S), DISTRICT or any other entity not a party hereto. WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

Docusign Envelope ID: 6592E695-310C-4CC0-BB67-DDB711F02EE8

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

DS
BS
Checked By

By DocuSigned by: A51B5ED3FB99401...

Name Laura A. Kroeger

Title Executive Director

Date 21 August 2025

SEMSWA

By DocuSigned by: Dan Olsen 3AC6D9451FFC422...

Name Dan Olsen

Title Executive Director

Date 19 August 2025

CITY COUNCIL OF THE CITY OF LITTLETON:

By Signed by: Kyle Schalchter 31CED8C2243F480...

Name Kyle Schalchter

Title Mayor

Date 16 August 2025

ATTEST:

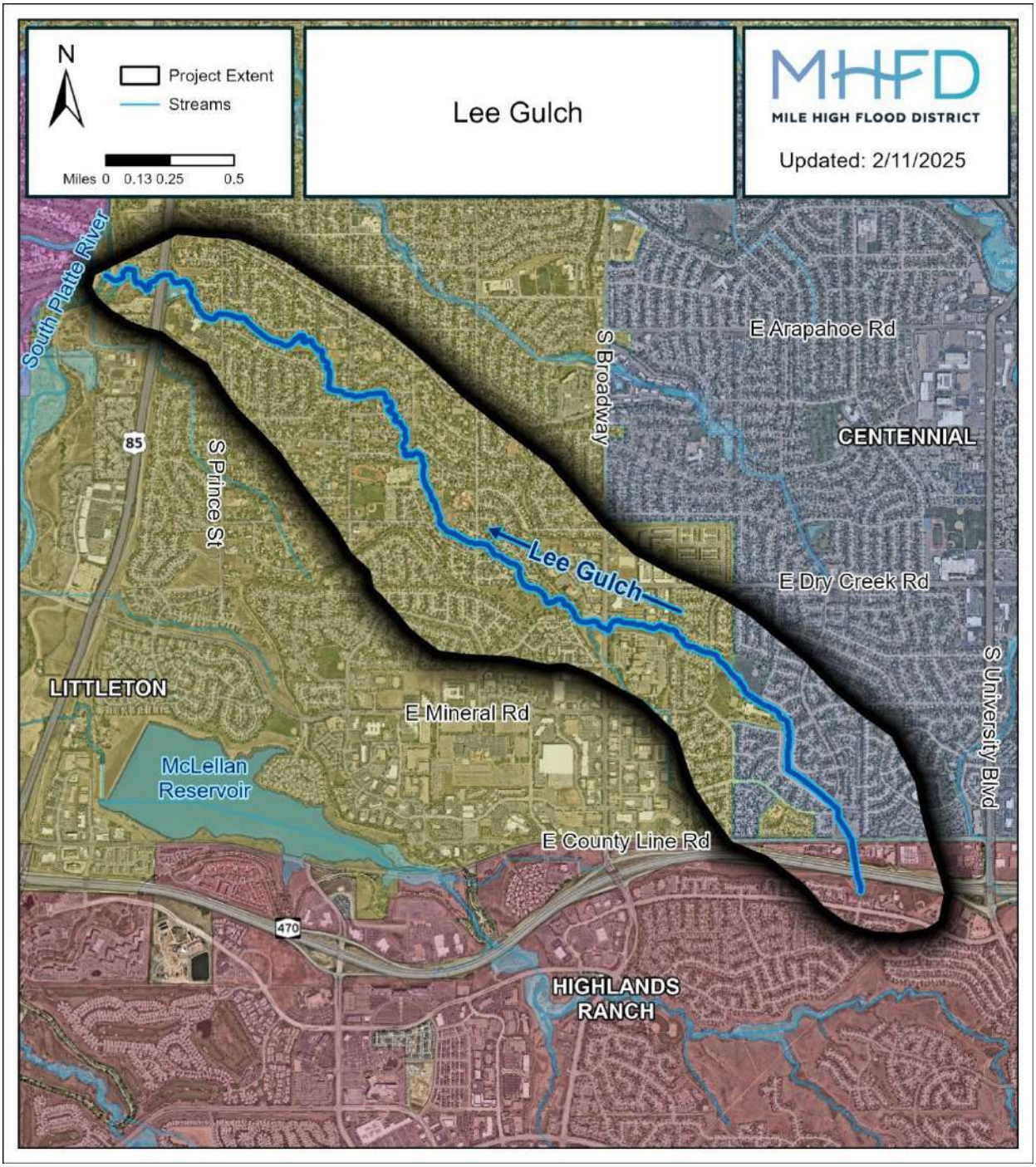
Signed by: Colleen Norton 7EF3FD2C0B104D1...
Colleen Norton, City Clerk

Signed by: Reid Betzing 431E453FBDE94C3...
Reid Betzing, City Attorney

Docusign Envelope ID: 6592E695-310C-4CC0-BB67-DDB711F02EE8

AGREEMENT REGARDING FUNDING OF
MAJOR DRAINAGEWAY PLANNING AND FLOOD HAZARD AREA DELINEATION FOR
LEE GULCH

Agreement No. 25-03.18
Project No. 110399
EXHIBIT A



Staff Communication

File #: Resolution 60-2026, **Version:** 1

Agenda Date: 09/15/2026

Subject:
Resolution 60-2026: Approving a subaward agreement with Circular Action Alliance (CAA) for waste diversion education and outreach

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities
	Laura Rosenbaum, Sustainability Coordinator
Presentations:	N/A

PURPOSE:
To seek council approval of a subaward agreement with Circular Action Alliance (CAA) for the City to conduct education and outreach related to recycling and waste diversion.

LONG-TERM OUTCOME(S) SERVED:
Sustainable Community with Natural Beauty

DISCUSSION:
This subaward funding became available to the City of Littleton via application in January 2026. The City applied for the funds in January, and submitted a secondary application in April clarifying allowable uses for education & outreach. In that application, the City outlined which allowable activities to conduct based on funding available per household and community need. The City plans to craft dedicated education & outreach to ensure residents understand best practices for recycling and composting as well as changes happening through the state program. This will include an article series in the print and online Littleton reports, a social media campaign with a specific focus on an empathetic marketing push. Train-the-trainer session(s) to activate community champions to pass along key knowledge around recycling and composting best practices. Furthermore, these funds will provide resources to bridge the gap between state laws, campaigns, and other messaging from outside entities. The City plans to utilize these funds to contract with an external consultant to carry out the stated allowable activities.

BACKGROUND:
HB22-1355, Colorado's Producer Responsibility Program for Statewide Recycling Act, creates an Extended Producer Responsibility (EPR) system to fund and manage recycling for certain materials statewide. Part of the legislation states that the Colorado Department of Public Health and the Environment (CDPHE) designates a Producer Responsibility Organization (PRO), which is a nonprofit organization designated to carry out key parts of the law, such as coordination plans, rules, increasing recycling rates, expanding recycling services, and, in some cases, providing recycling services for a specific type of covered material. CDPHE designated Circular Action Alliance (CAA) as the state's PRO. The final program plan was approved in late 2025, which stated that implementation would start in June 2026. That plan includes funding for jurisdictions across Colorado to

communicate changes and engage in local outreach and education. Those Education & Outreach (E&O) funds are the most relevant part of the plan for Littleton right now.

Prior Actions or Discussions

April 23, 2024, council study session: ESB presented their finalized version of the Environmental Stewardship Action Plan.

June 4, 2024, council study session: Council supported and endorsed the Horizon 2027 Strategic Plan, which includes implementing ESB's Environmental Stewardship Action Plan. Section 3.0 of the Environmental Stewardship Action Plan focuses on "Consumption and Waste Diversion." The Environmental Stewardship Action Plan is attached for reference.

July 22, 2025, council study session, council heard a presentation on the South Metro Waste Diversion preliminary draft final plan.

October 21, 2025, council meeting, council adopted the South Metro Waste Diversion Plan by resolution, and in doing so, allowed staff to explore education and outreach efforts moving into 2026. The South Metro Waste Diversion Plan is attached for reference.

April 14, 2026, council meeting, council heard a comprehensive sustainability update, including progress on these funds related to waste diversion education and outreach.

August 18, 2026, council meeting, council heard a presentation on hauler licensing and an equal space ordinance. In that presentation, these funds were discussed.

FISCAL IMPACTS:

This $68,540.94 subaward requires no matching funds from the City.

STAFF RECOMMENDATION:

Staff recommends approval of the subaward agreement with CAA.

ALTERNATIVES:

Council may decide to delay or deny approval of this subaward for additional changes or discussions. If this subaward agreement is not approved, the City of Littleton will not be able to make the most of these funds.

PROPOSED MOTION:

I move to approve Resolution 60-2026 approving a subaward agreement with Circular Action Alliance (CAA) for waste diversion education and outreach.

CITY OF LITTLETON, COLORADO

Resolution No. 60

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING A SUBAWARD AGREEMENT WITH CIRCULAR ACTION ALLIANCE (CAA) FOR WASTE DIVERSION EDUCATION AND OUTREACH

WHEREAS pursuant to Section 1-15-62 of the Littleton Municipal Code, City Council approval is a condition precedent to the approval of an amendment of an agreement in which the total value of the agreement is over five-hundred thousand dollars and 00/100 cents ($500,000.00); and

WHEREAS the City will work with an external consultant to provide technical assistance in conducting recycling and composting education and outreach in Littleton; and

WHEREAS this subaward requires no matching funds from the City of Littleton; and

WHEREAS the scope of work will help inform, educate, and drive meaningful change in the City's recycling and composting practices; and

WHEREAS this work directly relates to adopted council initiatives in Horizon 2027 to implement the Environmental Stewardship Action Plan.

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

Section 1. The Littleton City Council hereby approves the subaward agreement with Circular Action Alliance (CAA) to craft a Littleton specific communications plan and campaign, conduct train the trainer session(s), and educate community members about recycling and composting in Colorado, in substantially the same form as Exhibit "A," attached hereto.

Section 2 The Resolution shall take effect upon its approval by the Littleton City Council.

INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 15th day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

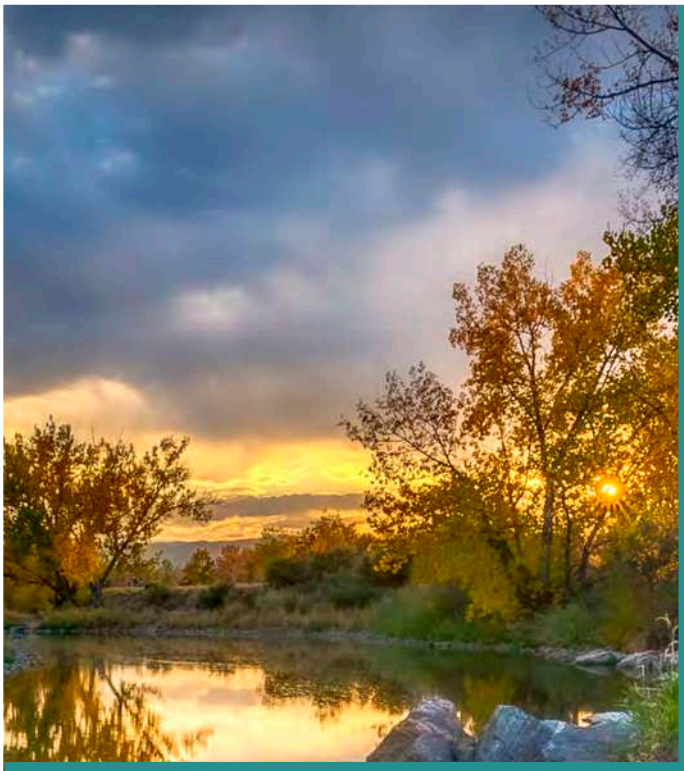
_____
Kyle Schlachter
MAYOR

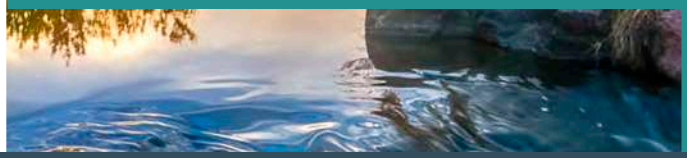
APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

Littleton
Colorado

2255 W. Berry Ave.
Littleton, CO 80120
LittletonCO.gov

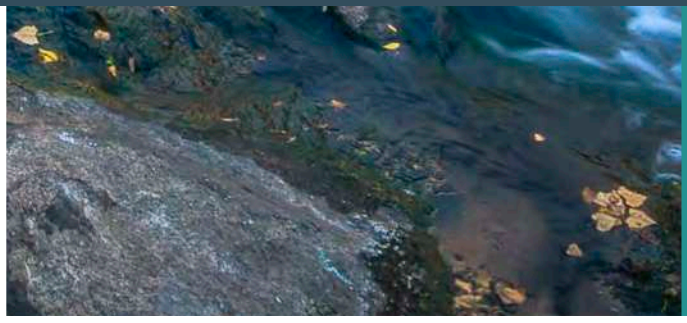




ESB

ENVIRONMENTAL STEWARDSHIP BOARD

ENVIRONMENTAL STEWARDSHIP ACTION PLAN



CITY OF LITTLETON

Environmental Stewardship Action Plan

APRIL 2024

Introduction and Core Values 3
Acronyms 4
Guide for Interpreting the Impact and Effort Meters 4
1.0 Air Quality/Emissions 5
1.1 Existing Initiatives 5
1.2 Quick Wins 6
1.3 Long-Term/Other 7
2.0 Built Environment 9
2.1 Existing Initiatives 9
2.2 Quick Wins 9
2.3 Long-Term/Other 10
3.0 Consumption and Waste Diversion 10
3.1 Existing Initiatives 11
3.2 Quick Wins 12
3.3 Long-Term/Other 12
4.0 Natural Environment 13
4.1 Existing Initiatives 13
4.2 Quick Wins 13
4.3 Long-Term/Other 14
5.0 Water 15
5.1 Existing Initiatives 15
5.2 Quick Wins 16
5.3 Long-Term/Other 16
6.0 Community 18
6.1 Existing Initiatives 18
6.2 Quick Wins 18
6.3 Long-Term/Other 19

Introduction and Core Values

On December 20, 2022, Littleton City Council, by unanimous resolution, created the Littleton Environmental Stewardship Board and tasked it with creating this Environmental Stewardship Action Plan. In compiling this Plan, the ESB has considered a number of existing city initiatives. The impact and effort meters for each item reflect the collective intuition of the ESB. For now, budgetary considerations have been left out, but the ESB plans to return to that in detail in the future. The Plan's recommendations are divided into existing initiatives, quick wins, and long-term/other.

The Littleton Environmental Stewardship Board (ESB) believes in addressing climate change and other threats to the ecology consistent with the following core values:

- **Thoughtful Urgency:** Reversing climate change must happen now, and not at the expense of high-quality decision making
- **Equity:** Defined as fair access and lack of race, gender, age, ability, and other hierarchies in all stewardship efforts
- **Good Governance:** Including measurable outcomes, transparency, and robust public input
- **Uniqueness:** Littleton is a unique community with a strong history and set of values around creative stewardship (e.g., creating South Platte Park). Stewardship will continue to be creative and tailored to our unique, remarkable community
- **Collaboration:** City departments must continue communicating with one another, and Littleton must leverage local, regional, state, national, and global partnerships
- **Re-Wilding:** Conservation is not enough; built and managed environments must enhance, not frustrate, natural processes; and wild places must be set aside and enlarged (no matter how small they are today)
- **Thoughtful Consumption:** Stewardship requires avoiding unnecessary resource use and diverting waste
- **Generational Fairness:** We will leave Littleton's environment better than we found it
- **Optimism:** In the face of significant challenges, we embrace solutions and maintain faith in a better future
- **Sacredness:** Nature is sacred, and close community with healthy, intact ecology is necessary for human thriving

Guided by these values, the ESB recommends that City Council take the actions listed below. Our highest priorities are for the city to:

- Complete a GHG inventory and create a climate action plan
- Hire a sustainability coordinator
- Allow the ESB to act as an accountability body for the city's relationship with South Suburban Parks and Recreation Department
- Educate and inform the public about environmental efforts
- Get people out of cars
- Electrify the built environment, transportation, and lawn and garden equipment
- Incentivize water conservation
- Provide every building with recycling and composting options
- Implement community-supported agriculture (e.g. at the Littleton Museum)

Acronyms

ACC . . . . . Arapahoe Community College

CO2 . . . . . Carbon Dioxide

CO2e . . . . . Carbon Dioxide Equivalent

CSU . . . . . Colorado State University

DDA . . . . . Downtown Development Authority

EPA . . . . . Environmental Protection Agency

EV . . . . . Electric Vehicle

GHG . . . . . Greenhouse Gas

GPDP . . . . . General Planned Development Plan

HDLM . . . Historic Downtown Littleton Merchants

LBC . . . . . Littleton Business Chamber

LEDS . . . . . Littleton Engineering Design Standards

LPS . . . . . Littleton Public Schools

MEETS . . . . . The Metered Energy Efficiency Transaction Structure

SPLASH . . . . . Stormwater Permittees for Local Awareness of Stream Health

SSPRD . . . . . .South Suburban Parks and Recreation Department

ULUC . . . . . Unified Land Use Code

UFMP . . . . . Urban Forestry Management Plan

Guide for Interpreting the Impact and Effort Meters

Impact Meter	
	High Impact
	Medium Impact
	Low Impact
Effort Meter	
	Low Effort
	Medium Effort
	High Effort

FOR EXAMPLE: An action item that is considered high impact and low effort will appear with two green gauges.

Impact

Effort

1.0 Air Quality/Emissions

Given that 91% of net U.S. greenhouse gas (GHG) emissions are energy-related, our biggest opportunities for decreasing emissions lie in reducing the use of fossil fuels which drive the energy, transportation, industrial, commercial, and residential sectors. Electrification is the largest opportunity for both emissions and air pollution reductions. Despite this, electrification faces friction as fossil fuels have been set up as the default option. The city has numerous avenues it can take to decrease the costs of electrification and support it as the default choice to sustain a more stable climate and reduce health costs related to air pollution.

This section also addresses outdoor and indoor air pollution beyond GHG emissions such as ozone, nitrous oxide, carbon monoxide, and more. Like GHG emissions, most air pollutants come from burning fossil fuels. Therefore, eliminating burning fossil fuels through electrification addresses indoor and outdoor air quality issues which affect community health.

1.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
1.1.1	Arapahoe County EV Action Plan	Continue partnering with Arapahoe County on implementing the EV Action Plan.		
1.1.2	The Spring Tree Program and Urban Forestry Master Plan	Trees absorb both CO2 and air pollutants. Maintaining our tree canopy is also a meaningful adaptation measure to climate change as it reduces ambient air temperatures in warm summer months.		
1.1.3	Colorado Plastic Pollution Reduction Act (CPPRA)	Plastics generate GHG emissions at every stage of their lifecycle. Support compliance with CPPRA.		
1.1.4	Transportation Master Plan	Transportation emits more GHGs than other sectors. The multi-modal transportation opportunities in the Transportation Master Plan represent low or no-carbon alternatives to fossil-fueled transportation. Additionally, the Transportation Master Plan should be updated to consider EV charging infrastructure.		
1.1.5	Solar-ready building codes	Continue implementation of the already-adopted solar-ready provisions of the 2021 International Energy Conservation Code.		

1.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
1.2.1	Greenhouse Gas Inventory	Conduct an audit of sources of GHG emissions. We expect the majority of emissions will come from residential and commercial sources, but it should also measure additional categories outside of energy-related emissions, including biomass burning, non-energy related agriculture emissions, waste emissions, and non-energy related industrial emissions.		
1.2.2	Air Quality Monitoring and Assessment Program	Add air quality monitors within the city to assess baseline pollution levels and sources.		
1.2.3	Climate and Air Quality Action Plan	Building upon the results of the GHG Inventory and air quality monitoring programs, establish a Littleton-specific climate action plan for incrementally reducing, and eventually eliminating, climate emissions and air pollutants. Rewiring America's Pace of Progress tool[1] may help identify interim goals prior to undertaking a climate action plan.		
1.2.4	Electrification Education Program	Train electrification volunteers (e.g. Go Electric Colorado) to educate the public on opportunities and challenges of electrification. Encourage homeowners and landlords to get energy audits and develop electrification plans.		
1.2.5	Xcel Partners in Energy Update	Update the existing Partners in Energy Plan and leverage resources from Xcel to identify opportunities for energy efficiency and electrification.		
1.2.6	Solar Group Buys	Facilitate the purchase and install of solar equipment via combined contracts which reduce costs of equipment and installation through organizations such as Solar United Neighbors.		
1.2.7	City-Sponsored Composting	Bio waste in landfills emits methane. Composting this waste reduces GHG emissions.		
1.2.8	Electrification permitting fast tracking	Reduce time to permit for electrification projects to incentivize use.		
1.2.9	Air sealing and insulation standards for city buildings	Improving air sealing and insulation in existing buildings reduces operating costs in the short-term and reduces the cost of electrification retrofits in the future due to reduced heating/cooling load requirements.		
1.2.10	Electrification trade programs in Littleton Public Schools	Prepare our younger generations for the future with heat pump, solar, electrical, and other training programs which will lead to stable, well-paying careers. See also 2.2.3.		

[1] https://pop.rewiringamerica.org/?id=0845255

1.2.11	Remove subsidies for natural gas hookups	The cost of hooking up new homes to natural gas pipelines are subsidized by all users, causing increases to everyone's bills. Remove these subsidies to balance the upfront costs of electric and fossil-fueled building construction projects.		
1.2.12	Adopt the Electric Ready codes by the Colorado Energy Code Board	Enable new home buyers' choice between gas and electric by adopting Electric Ready Building Codes[2] which give the option to easily opt-in to electric. Supporting electric-ready is far cheaper than retrofitting later.		
1.2.13	Lawn and Garden Equipment Emissions Standards	Establish emissions standards for all equipment sold in Littleton. In 2020, lawn and garden equipment in the U.S. emitted more than 21,800 tons of fine particulates – an equivalent amount to the pollution from 234 million typical cars. Most electric lawn and garden equipment is already cost competitive and more reliable than gasoline equipment.		
1.2.14	All-electric city landscaping equipment	Transition all city lawn and garden equipment to electric.		

1.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
1.3.1	Consider adopting Colorado Model Low Energy and Carbon code	Consider adopting the model low energy and carbon code which will be developed by a board created by the Colorado Energy Office. This code is expected to be created no later than July 1, 2025.		
1.3.2	Expedite all-electric new building permitting	Faster, easier, and less costly permitting for electric appliances, EV charging, rooftop solar, and all-electric new home builds (which is conducive to the lower impact they have on the community than fossil-fuel equivalents).		
1.3.3	Electrification Appliance Rebate Program	Provide rebates for the installation of electric appliances (e.g. heat pumps, heat pump water heaters). Similar to Denver, this could be funded by a small sales tax increase.		
1.3.4	Multi-modal infrastructure	Transportation is the largest sector of GHG emissions in the country. While EVs can reduce emissions in this sector, it is far more cost effective to support a community which does not require car ownership to participate in daily life. Support multi-modal infrastructure, mixed-use zoning, and a walkable community which has a lower environmental footprint and creates strong communities and sales tax bases. Keep this in mind during the 2025 Transportation Master Plan update.		
1.3.5	Electric School Buses	Upgrade school buses to electric. School buses represent a unique opportunity for fleet electrification as they can be a significant stabilizer to electrical grids during off hours.		

[2] https://www.energycodes.gov/sites/default/files/2021-10/Residential_Electrification.pdf

1.3.6	Decommission aging gas infrastructure with electric appliances	Target aging natural gas infrastructure for decommissioning rather than replacement as replacement costs are passed to all customers causing natural gas bills to increase. Support homeowners with financing, group purchasing contracts, and incentives to transition to electric homes. This keeps energy bills stable for customers who remain on natural gas and allows for a paced transition to electric over time. Households may choose to remain on gas when natural gas infrastructure is decommissioned, but they would need to purchase a propane system and fuel to do so.		
1.3.7	The Metered Energy Efficiency Transaction Structure (MEETS)	Energy efficiency is often not prioritized in commercial buildings because long-term gains cannot be realized in a market where ownership changes often. Model a program after MEETS, which incentivizes all parties towards energy efficiency. Additional provisions could be added to support electrification.		
1.3.8	All-electric city fleet	Electric vehicles cost more upfront but have a lower total cost of ownership than their fossil-fueled equivalents. The city can save money by replacing aging city vehicles with electric equivalents.		
1.3.9	All-electric city buildings	Retrofit existing buildings to be all-electric.		
1.3.10	Public EV charging infrastructure	Create more public EV charging infrastructure in the city. Most homeowners will charge their vehicles at home, but many individuals in multi-family units do not have access to home charging. A robust public charging infrastructure allows all to benefit from the electric vehicle transition.		

2.0 Built Environment

The built environment (BE) includes buildings, distribution systems, and transportation infrastructure. In addition to the built structures and systems, the BE also includes land uses and land use planning. One of the main controls any municipality has over its future is through its land use decisions.

2.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
2.1.1	Follow through with existing planning	Littleton has done extensive past planning that, if carried out, would benefit local environmental sustainability. For example: Comprehensive Plan Sections ENV 4 regarding expanding recycling and composting and ENV 8 regarding stormwater management.		
2.1.2	Enforce Building Codes	Increase enforcement of current and future environmentally friendly building codes.		
2.1.3	Transportation Planning	Continue to implement the Transportation Master Plan with an emphasis on multi-modal forms of transportation.		
2.1.4	Infrastructure Upgrades	Continue upgrades to infrastructure such as stormwater sewers, especially where their failure impacts transportation.		
2.1.5	Land Use Planning	Ensure compliance with stated environmental guidelines within the ULUC. This is particularly important regarding parcels currently undergoing a review process. As the ULUC is revisited, make environmental stewardship a more explicit value of the plan.		

2.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
2.2.1	Building Code Review	Adopt environmentally friendly building codes including Electric Ready and Colorado Model Low Energy and Carbon Code (see Section 1 - Air Quality and Emissions). Example: Reduce required roof setback for solar panels to encourage implementation of solar installations.		
2.2.2	Pedestrian and Bicycle infrastructure around schools	Plan and implement transportation safety initiatives around schools and other high-pedestrian areas.		
2.2.3	Expand workforce and trades for	Work with educational institutions such as LPS and ACC to train a workforce knowledgeable in environmental		

	renewable energy and electrification	stewardship programs (e.g. linespeople, HVAC installers, electricians, etc.).		
2.2.4	Improve stormwater infrastructure upgrades	Upgrading stormwater infrastructure provides opportunities for expanding green infrastructure. Examples exist at Eco Park in Centennial and 39th Avenue Greenway in Denver.		
2.2.5	Sustainability Coordinator	Hire one. Include representatives from the ESC on interview panels. Empower them with resources and strategic partnerships to take action and make measurable impacts. Part of this position will be to directly connect residents and businesses to sustainability resources.		
2.2.6	Adopt Dark Skies Initiative	Adopt Dark Skies standards in city codes to meet needs to see at night, conserve energy, avoid harmful effects on wildlife, and protect views of the night sky. Ensure city models Dark Skies best practices by updating city-controlled lighting infrastructure.		

2.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
2.3.1	Get people out of cars and support multi-modal transportation	Land use decisions should encourage walkability, density, and community character.		
2.3.2	Electrify transportation infrastructure	Ensure adequate charging stations and provide resources to assist homeowners in upgrading residential electrical systems to accommodate EV charging. Support implementation of Arapahoe County EV action plan. Refer to item 1.3.10.		
2.3.3	Storm sewer	Complete location maps. Use Denver's green infrastructure guidelines as appropriate.		
2.3.4	Develop programs and resources to retrofit houses	Invest in the city's housing stock to ensure equity in the transition to greener options. Identify grants and strategic partnerships.		
2.3.5	Wildlife Corridors	Work with CDOT to incorporate wildlife corridors on Santa Fe and other highway upgrades.		

3.0 Consumption and Waste Diversion

Colorado's waste diversion rates (recycling and composting) rank significantly below those of other states. The city should measure its existing waste diversion rates and make significant efforts to increase those rates to reduce waste bound for landfills. A significant component of that process should include efforts to reduce consumption of items on the front end that typically end up in landfills. All residents should have access to affordable recycling and composting services.

3.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
3.1.1	Leaf recycling services	Continue seasonal drop off for leaf recycling for several weeks in the fall.		
3.1.2	Christmas tree recycling	Continue free seasonal drop-off for Christmas trees to be turned to mulch.		
3.1.3	Front Range Waste Diversion Grant Program	Follow recommendations in the upcoming waste characterization study.		
3.1.4	Colorado Plastic Pollution Reduction Act (CPPRA)	Support compliance with CPPRA. See also 1.1.3.		
3.1.5	Producer Responsibility Program for Statewide Recycling (PRPSR)	Support compliance with PRPSR.		
3.1.6	Household HazMat Roundup and Electronics Recycling Event	Continue existing program and increase frequency of events. Expand program to include other hard-to-recycle items. Consider public/private partnership (e.g. Ridwell) or incorporating into city services.		

3.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
3.2.1	Study baseline waste, recycling, and composting rates	Determine existing landfill, recycling, and composting rates to set ambitious waste reduction and diversion targets. See also 3.1.3.		
3.2.2	Promote and educate on at-home composting	Partner with organizations (e.g. Colorado State University (CSU) Extension or Eco-Cycle) on seminars and resources to promote and increase the rate of at-home composting for yard waste and food waste.		
3.2.3	Leaf recycling program	Educate community on benefits of mulching in place over disposal and the importance of proper disposal.		

3.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
3.3.1	Offer a curbside appliance and mattress recycling program	Work with haulers and the city to implement a curbside appliance, mattress, and other large-item recycling program.		
3.3.2	Study and evaluate potential for “Pay as You Throw” waste program	Evaluate “Pay as You Throw” waste fees to encourage residents to generate less waste.		
3.3.3	Offer an opt-in compost pickup service	Contract with existing waste haulers or compost services (e.g. Compost Colorado) for compost pickups at favorable rates. Fold leaf recycling program into composting program.		
3.3.4	Study, evaluate, and gather bids from waste haulers for a contracted consolidated waste hauling system	Engage a working group to evaluate the feasibility of a consolidated waste hauling program contracted by the city. Ensure inclusion of landfill, recycling, and compost. Potentially partner with Englewood and/or Sheridan to offer regional consolidated contracted hauling options and economies of scale, similar to Denver.		
3.3.5	Require residents and businesses to recycle	Amend the city code to require recycling in addition to waste hauling. Carefully consider the equities associated with the change.		

4.0 Natural Environment

Littleton is largely a built-out community, but also has significant amounts of open and natural spaces. Maximizing these areas for habitat, carbon sequestration, natural air filtration, natural water storage and filtration, aesthetic enjoyment, and recreation is necessary for a sustainable Littleton.

4.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
4.1.1	Urban Forestry Management Plan	Implement and follow the Urban Forestry Master Plan (UFMP).		
4.1.2	Arborist Licensing	Require all tree companies to be licensed and insured to work within the city. Increases safety and standards.		
4.1.3	Emerald Ash Borer Outreach	Treat and/or replace city-maintained trees. Increase community outreach and education. Partnering with neighboring municipalities and Colorado State University (CSU) extension.		

4.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
4.2.1	Re-wilding	Leave certain places alone, including leaving dead plant matter such as tree branches (honor the life cycle of the environment/forest). Be creative on limited city-managed open spaces.		
4.2.2	Regionally sustainable plantings in city medians	Design, fund, and landscape, considering the changing climate to allow for long-term vitality.		
4.2.3	Fees and fines to be allocated to “Tree Fund” for equity programs	Target areas, work with finance, training Forestry staff to enforce/receive safe payments. This money comes from the “save the tree/pay for the tree” program.		
4.2.4	Implement turf conversion program for homeowners	Allocate funding and partner with other organizations to offer reduced-cost turf conversion.		

4.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
4.3.1	Expand the Ketring Park Natural Area	Reduce turf, increase tree canopy, and improve the health of existing open space.		
4.3.2	Train and establish Tree Ambassadors	Establish trust and relationships with target neighborhoods and partner with existing successful training/apprentice programs. Dedicate staff support and funding.		
4.3.3	Tree Equity Subsidy Program	Provide funding and community education. With all things tree, recognize the importance of public/private partnership. Funding to come from pre-existing fees and fines.		
4.3.4	Urban tree canopy assessment goals	The city's Existing Conditions Survey is complete. Recommendations include training tree ambassadors, funding, sourcing, and planting regional species, obtaining contractor support, and providing community education. Equitable canopy distribution to be met in partnership with the Tree Subsidy Program.		
4.3.5	Add development processes (save the tree/pay for the tree) to the Unified Land Use Code (ULUC)	Adopt policy including an appropriate payment-in-lieu alternative.		
4.3.6	Tree survey in (re)development process	Implement tree surveys early in the (re)development process.		
4.3.7	Relationship with South Suburban Parks and Recreation Department (SSPRD)	Insist on equity and environmental sustainability in all SSPRD activities in the city. Allow the Environmental Stewardship Board to act as an accountability body for the city's relationship with SSPRD.		

5.0 Water

Littleton is semi-arid, there will be less water in the future, and it is becoming more expensive to keep water clean. Denver Water controls all of Littleton's potable water. The city controls its stormwater, wastewater, and groundwater systems.

5.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
5.1.1	Support city stormwater activities	Maintain the city's stormwater permit and expand the city's stormwater efforts, including: • Provide compostable pet waste bags • Offer year-round leaf composting • Mark storm drains to note that "water drains to stream" • Offer year-round motor oil recycling • Expand and record street sweeps (miles swept) • Collaborate with Stormwater Permittees for Local Awareness of Stream Health (SPLASH) • Ensure that city staff inspects construction sites to protect stormwater quality • All city-initiated construction should model appropriate stormwater quality protection • SSPRD does not have a stormwater permit. The city should inspect all construction activities on SSPRD-managed areas. • Petition Colorado Department of Public Health and Environment (CDPHE) to require that SSPRD obtain a stormwater permit.		
5.1.2	Conduct and/or re-conduct water audit of city practices	The 2009 Environmental Action Plan noted several ways the city could reduce water use. Follow up and evaluate those activities.		
5.1.3	Incorporate water considerations into the renovations at Ketring and Gallup Parks	The city plans to renovate Ketring and Gallup Parks. Ketring Lake doesn't have enough water. Its only water source is pumping groundwater. The city should halt all groundwater pumping as soon as possible. Cisterns built under the parking lots could store rainwater for the lake. Consider reducing the size of the lake and increasing the wetlands.		
5.1.4	Green roofs on city buildings	This is an action item from the 2009 Environmental Action Plan. Evaluate the practicality of installing green roofs on city buildings.		

5.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
5.2.1	Explore potential of 'water credit'	Pursue the option of earning 'water credits' with Denver Water by measuring water saved.		
5.2.2	Increase permit compliance to ensure clean stormwater	ACC and LPS have stormwater permits that are often out of compliance. The city should partner with them to ensure stormwater permit compliance. Again, and unbelievably, SSPRD does not have a stormwater permit. They should be required to obtain a stormwater permit as part of our contract.		
5.2.3	Pursue a permit to treat Ketring and other city lakes with aluminum sulfate (alum)	Water quality in virtually all city lakes is poor due to high concentrations of phosphorus and nitrogen. Alum removes phosphorus, sealing it in the sediments. South Platte Renew should be able to assist.		
5.2.4	Get estimates for cistern construction	Cisterns store rainwater and could address flooding and stormwater quality issues. Get estimates for building cisterns on city property.		
5.2.5	Metro Basin Roundtable Updates	The Metro Basin Roundtable is part of a statewide effort to manage water resources. Get South Platte Renew to provide annual updates to city council and the ESC on the Metro Basin Roundtable.		

5.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
5.3.1	Encourage residents to save water	Denver Water has programs to encourage water conservation. If Littleton aggressively expands those programs measures the water savings, a 'water credit' may be created. The programs could include: • Garden in a Box – encourage Denver Water to provide a discount like other water providers do • Rain barrels • Subsidized sales of xeric plants • Irrigation audits • Subsidized tree evaluations for proper maintenance		
5.3.2	Enhance city stormwater activities	Expand street sweeping which improves water and air quality. Expand composting to make it year-round and accept all garden waste and motor oil. Engage LPS students to help mark storm drains.		

5.3.3	Expand outreach and education around water and stormwater issues	Consider collaborating with SSPRD, South Platte Renew, and the City of Englewood to conduct bike tours along the South Platte River and other local waterways, noting water quality, environmental, and recreational activities.		
5.3.4	Enhance collaboration with South Platte Renew	Increase council briefings on upcoming regulations South Platte Renew is expecting. Participate in the legislative process, where appropriate, to help establish 'how clean is clean' and what we can afford. Collaborate with South Platte Renew's outreach and education program as appropriate. See bike tours.		
5.3.5	Use state-of-the-art green stormwater infrastructure	Maximize the opportunity to control stormwater and minimize flooding impacts while realizing additional benefits of habitat protection. Use this opportunity of our aging stormwater infrastructure and the need to rehabilitate it by maximizing the use of green stormwater infrastructure.		
5.3.6	Stop pumping groundwater and close all wells.	Adopt a city policy of protecting and preserving groundwater under the city. Close all groundwater wells and try to ensure that the city's groundwater rights are protected by conservation easements, if possible. Substitute stormwater collected in cisterns to replace groundwater. Consider deeding the groundwater rights to a conservation group.		
5.3.7	Address issues in the Integrated Water Resources Plan	The integrated water resources plan identified issues with the sustainability of several lakes in the city. For Ketring Lake, consider reducing the size of the lake, expanding the wetlands, and constructing a second filter under the wetlands. For Ridgeview and Geneva Lakes, there is an excellent opportunity to create a stormwater feature at the sites using examples from places like the Eco Park along Cherry Creek and the 39th Avenue Greenway in Denver. At Geneva Lake, there may be an opportunity to construct a cistern under Town Hall's parking lot and use that water to maintain the lake. A cistern may provide some flood control as well.		

6.0 Community

An informed, involved, and knowledgeable community is a critical component of the successful implementation of environmental initiatives. Education, outreach, and the promotion of a strong sense of community will help the city advance and secure its goals of creating a greener, more sustainable, and climate-resilient Littleton.

6.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
6.1.1	Community building with downtown partners	Maximize partnership with the Littleton Downtown Development Authority (LDDA), Historic Downtown Littleton Merchants (HDLM), Littleton Business Chamber (LBC), and others to foster a greater sense of community and environmental awareness in the downtown area.		
6.1.2	Community building through downtown redevelopment	Ensure that the redevelopment vision for downtown fosters community building, environmental awareness, and a sense of belonging for all.		

6.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
6.2.1	Community cleanups	Engage with SSPRD and other partners to establish neighborhood cleanups of residential neighborhoods, trails, waterways, public lands, etc.		
6.2.2	Board meeting recordings	Ensure public has access to live and recorded broadcasts from Environmental Stewardship Board meetings so people feel more informed and more comfortable attending/contributing to meetings.		
6.2.3	Public engagement regarding the potential for a contracted consolidated waste hauling system	Ensure the public has access to information regarding waste disposal and hauling impacts and options.		
6.2.4	Re-wilding education	Educate the public about the importance of re-wilding so that they understand its value to the community.		
6.2.5	Environmental stewardship newsletter/insert	Develop a newsletter or insert from the Environmental Stewardship Board. This could go out to all residents via the Littleton Report. This could be a vehicle to inform the public about what the city is doing, why the city is doing it, why it's important, and what they can do to help/contribute.		

6.2.6	Resource clearinghouse	Create a page on the city website with links to available grants, solar energy resources, composting, Environmental Stewardship Board agendas and meetings, electrification resources, etc.		
6.2.7	Support and promote existing community initiatives related to sustainability	E.g. Littleton Social Cycle, Littleton Community Retreat, etc.		

6.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
6.3.1	Create lip sync challenge	Explore the possibility of creating a lip sync challenge[3] with an environmental theme, to encourage an enhanced sense of community in the city.		
6.3.2	Community meal	Community meal with foraged food, community supported agriculture (CSA), and local businesses to foster an enhanced sense of community.		
6.3.3	Littleton Museum CSA	There is an opportunity at the Littleton Museum to expand community engagement through the development of a CSA. This could use the current irrigation system and involve the expansion of existing programs at the museum. This would invite a new constituency that the museum needs.		
6.3.4	Food, regional native, and low-water gardens	Work with Denver Water, Denver Botanic Gardens, and other partners to make affordable and easy pre-planned gardens widely available.		
6.3.5	Tree Equity Subsidy Program	Establish a Tree Equity Subsidy Program. Engage volunteers to be trained as tree ambassadors. See also 4.5.3.		
6.3.6	Promotion of year-round recycling and composting	Promote and advertise year-round location and facility for recycling of organics, electronics, hard-to-recycle items, etc. See also 3.1.1.		
6.3.7	Environmentally focused public art fund	Establish a fund for environmentally focused public art in partnership with the Littleton Arts and Culture Board.		
6.3.8	Environmentally friendly investment options for city employees	Ensure city employees have access to environmentally friendly investment options for their retirement funds.		

[3] Example: https://www.youtube.com/watch?v=ZPjjZCO67WI)

COLORADO CIRCULAR COMMUNITIES

South Metro Waste Diversion Plan

Final Plan

June 30, 2025

STEPS
Strategic Technical Expertise
For the Public Sector

Centennial COLORADO

City of Englewood

Littleton Colorado

City of Sheridan

About

The Colorado Circular Communities (C3) Enterprise is a statewide program dedicated to supporting Colorado's communities, businesses, nonprofits, schools, institutions of higher learning, and tribes to advance the state's transition to a circular economy. The Enterprise provides financial and technical assistance to enhance circularity across the state, and helps organizations achieve their waste aversion and diversion goals. The Strategic Technical Expertise for the Public Sector (STEPS) program is the primary mechanism for communities in Colorado to access C3-funded technical assistance for circularity planning. STEPS assists local governments, tribes, and public K-12 school districts with efforts to enhance circularity, including averting and diverting waste, by implementing sustainable, long-term solutions that meet the unique needs of each community. The STEPS program offers a range of support from resources and workshops to multi-month direct consulting support. Technical assistance provided to communities across Colorado is aligned with the C3 Enterprise's mission of supporting Colorado's path to circularity. Technical support is provided by the C3 Outreach and Technical Assistance staff and a team of contracted subject matter experts led by Resource Recycling Systems (RRS). The STEPS program has replaced the Front Range Waste Diversion (FRWD) Technical Assistance Service Provider (TASP) program.

Table of Contents

ABOUT 2
TABLE OF CONTENTS 3
ACKNOWLEDGEMENTS 4
ACRONYMS AND ABBREVIATIONS 5
EXECUTIVE SUMMARY 6
1.0 SOUTH METRO BASELINE AND BACKGROUND 8
2.0 SOUTH METRO WASTE COMPOSITION AND GENERATION 23
3.0 GAPS & OPPORTUNITIES 27
4.0 WASTE DIVERSION ACTIONS 32
5.0 REGIONAL WASTE DIVERSION GOALS AND ACTIONS 33
6.0 CITY OF CENTENNIAL DIVERSION GOALS AND ACTIONS 36
7.0 CITY OF ENGLEWOOD WASTE DIVERSION GOALS AND ACTIONS 44
8.0 CITY OF LITTLETON WASTE DIVERSION GOALS AND ACTIONS 55
9.0 CITY OF SHERIDAN WASTE DIVERSION GOALS AND ACTIONS 65
APPENDIX A – SOUTH METRO WASTE DIVERSION REPORTS AND MEMORANDUMS 73
APPENDIX B – INFRASTRUCTURE FISCAL IMPACT ANALYSIS 74
APPENDIX C - FUNDING OPPORTUNITIES AND OTHER RESOURCES 79
APPENDIX D- REFERENCES 80

Acknowledgements

The South Metro Waste Diversion Plan was made possible through the valuable contributions of residents, city agency representatives, industry stakeholders across the value chain, local businesses, trusted community organizations and committees, and a wide range of external partners.

Public participation was gathered through the resident survey, waste champion training, and virtual comments.

Industry participation was provided by haulers, recyclers and composters, and landfill/transfer station operators.

City Staff

Brent Soderlin, *Director of Public Works & Utilities, City of Littleton*
Laura Rosenbaum, *Sustainability Coordinator, City of Littleton*
Melanie Ward, Manager – Development Foresight and Infrastructure Readiness, *City of Centennial*
Melissa Englund, *Sustainability Program Manager, City of Sheridan/Englewood*
Wyatt Peterson, *Senior Strategic Advisor, City of Centennial*

City Leadership

Carrie Warren-Gully, *Arapahoe County Commissioner*
Christine Sweetland, *Council Member, City of Centennial*
Devin Granbery, *City Manager, City of Sheridan*
Desiree Stange, *Council Member, City of Sheridan*
Don Sheehan, *Council Member, City of Centennial*
Jay Whittaker, *Council Member, City of Sheridan*
Kim Wright, *Council Member, City of Englewood*
Mayor Kyle Schlachter, *City of Littleton*
Mayor Othoniel Sierra, *City of Englewood*
Mayor Tara Beiter-Fluhr, *City of Sheridan*
Rita Russell, *Council Member, City of Englewood*
Robert Reichardt, *Council Member, City of Littleton*
Stephen Barr, Mayor Pro Tem, *City of Littleton*
Tammy Maurer, *Council Member, City of Centennial*
Terrance Kelly, Council Member, *City of Sheridan*

Colorado Department of Public Health and Environment (CDPHE)

Strategic Technical Assistance for the Public Sector (STEPS) Project Team

Acronyms and Abbreviations

C&D – Construction and Demolition (Debris)
CAA – Circular Action Alliance
CDPHE – Colorado Department of Public Health and Environment
CEDC – Colorado Circular Economy Development Center
C3 – Colorado Circular Communities
EPR – Extended Producer Responsibility
EPA – Environmental Protection Agency
E-Waste – Electronic Waste
FTE – Full-Time Employee
HHW – Household Hazardous Waste
HOA – Homeowners Association
HTR – Hard-to-Recycle
MRF – Materials Recovery Facility
MSW – Municipal Solid Waste
PAYT – Pay-As-You-Throw
RTD – Regional Transportation District
SEMSWA – Southeast Metro Stormwater Authority
SMWDP – South Metro Waste Diversion Plan
STS South – STS South Denver transfer station
STEPS – Strategic Technical Expertise for the Public Sector

Executive Summary

The South Metro Region, including the cities of Centennial, Englewood, Littleton, and Sheridan of Colorado, has set an ambitious goal of **progressing to a system favoring equitable waste reduction and waste diversion strategies driven by data and best practices**.

It is estimated that by 2035, the South Metro region will generate approximately 260,000 tons of waste. Maintaining the status quo of all policies, programs, and strategies, South Metro is projected to send 221,000 tons to landfills for disposal by 2035. This underscores the need for a comprehensive waste diversion and reduction plan to mitigate future landfill dependency.

Through a first-of-its-kind regional collaboration, these cities have come together to develop the **South Metro Waste Diversion Plan**, a ten-year data-driven roadmap to transform how waste is managed across the region. This project serves businesses, residents, and local governments in the South Metro region by developing a clear set of actionable strategies to reduce the amount of waste sent to landfills.

Serving more than 190,000 residents and local businesses, this initiative aims to create a fair, inclusive, and effective system of waste reduction and diversion tailored to the distinct needs of each community. This plan was developed by the **Strategic Technical Expertise for the Public Sector (STEPS)** project team and is funded by the **Colorado Circular Communities (C3) Enterprise.**[1] The plan is grounded in best practices and a comprehensive understanding of current conditions. It includes a regional assessment of existing waste services, policies, infrastructure, and the types of materials being disposed.

Key components of the plan include:

- A baseline analysis of the regional and city-specific solid waste system
- Stakeholder and public engagement

[1] This project was initiated under the Font Range Waste Diversion (FRWD) Technical Assistance Service Provider (TASP) program, which STEPS has replaced.

- A two-season waste composition study and projected waste generation through 2035
- A robust analysis of gaps and opportunities
- Three high-impact regional actionable strategies
- Seven high-impact actionable strategies for each participating city
- Implementation timeline
- Infrastructure evaluations to identify future opportunities for Colorado Circular Communities (C3) Enterprise investment

Community engagement has been central to this effort, with over 43,500 community interactions across stakeholder meetings, resident surveys, social media engagements, focus groups, and a waste summit. This extensive outreach ensured that diverse voices shaped the plan's direction, including those from multi-family housing, businesses, and historically underserved populations.

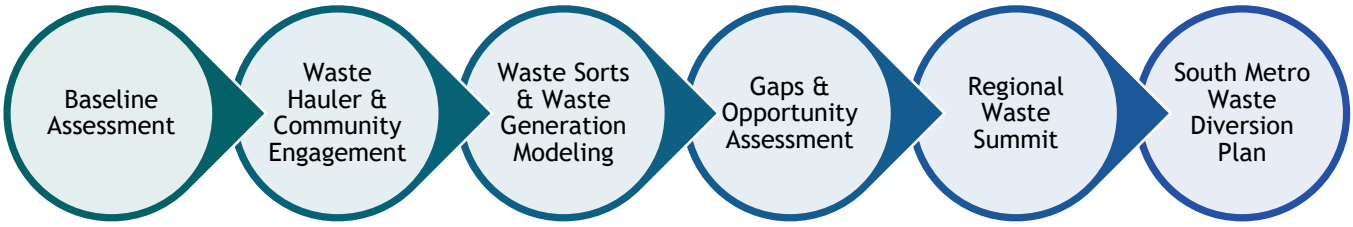


Figure 1: South Metro Waste Diversion Plan Development Process

The South Metro Waste Diversion Plan is more than just a policy document—it is a call to action. It reflects the region's commitment to sustainability, collaboration, and a circular economy that values resources, reduces waste, and uplifts communities. Together, these cities are setting a powerful example of how local governments can collaboratively lead with purpose and unity to create a plan that supports a sustainable future.

1.0 South Metro Baseline and Background

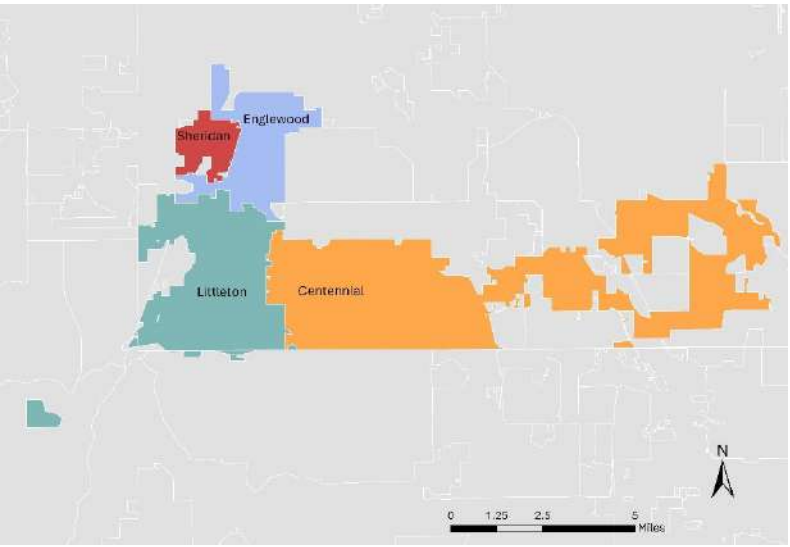


Figure 2: Map of South Metro

The Cities of Centennial, Englewood, Sheridan, and Littleton are situated in the Southern Denver metropolitan area beside the E-470 beltway. Together, these South Metro cities are home to approximately 190,000 residents and are known for their rich history and diverse character.

Of the four cities, Centennial is the largest by both area and population, representing 54% of the combined area and 56% of the overall population.

The makeup of single-family and multi-family housing varies significantly across the cities. Sheridan has the highest proportion of residents living in multi-family units[2] with five or more dwellings at 54%, while Centennial has the lowest at 13%. Despite these differences, the multi-family housing population is growing steadily in all four cities. Sheridan also has the highest share of Hispanic or Latinx residents and individuals who speak a language other than English at home, at 41.7% and 31.7%, respectively. Additional key demographic characteristics for each individual city are provided in Table 1.

Table 1: South Metro Demographics

Description	Centennial	Englewood	Littleton	Sheridan
Area (square miles)	26.9	6.7	13.8	2.3
Population	105,865	33,642	44,755	5,970
Households	40,952	15,686	20,484	2,442
Median Household Income	$124,617	$79,375	$90,273	$53,707
Persons Below Poverty Level	3.1%	8.3%	7.6%	11.9%
Bachelor's Degree or Higher	61.3%	44.3%	56.0%	19.0%
Language other than English spoken at Home	12.4%	12.2%	9.7%	31.7%
Hispanic or Latinx (of any race)	9.0%	18.5%	12.2%	41.7%
Multi-family Units*[2]	16.8%	36.6%	38.4%	40.1%
Total Employer Firms (2017)	3,633	1,475	1,825	423

Source: US Census V2022, 2020 5-year ACS and Root Policy Research, American Community Survey 2018-2022 Estimates, CP04 Comparative Housing Characteristics

[2] There are variations in the definition of 'multi-family' across jurisdictions within city codes, reports and/or contracts. For the purposes of this plan, 'multi-family' is defined as housing structures with five or more units, based on the 2018-2022 Estimate of the American Community Survey from the U.S Census Bureau. Mobile Homes, or Boats, RV, van, etc. are included in this definition. 'Single-Family' is defined as one-unit detached or attached and four or fewer housing units.

1.1 Plan Development Process

The development of the South Metro Waste Diversion Plan involved a comprehensive evaluation of the current waste management system. This included a waste characterization study to identify the types of waste generated in the region and waste modeling to project future tonnage. A robust stakeholder engagement process was also implemented to gather critical feedback on diversion strategies. This included focus groups, a residential survey completed by more than 1,300 residents, and interviews with waste haulers serving the region. These baseline findings helped identify initial gaps and opportunities to improve waste diversion. Representatives from each city also provided input on these elements during a Regional Waste Summit. Together, these efforts informed the recommended strategies and formed the foundation of the final plan. The plan development process is presented in Figure 3.

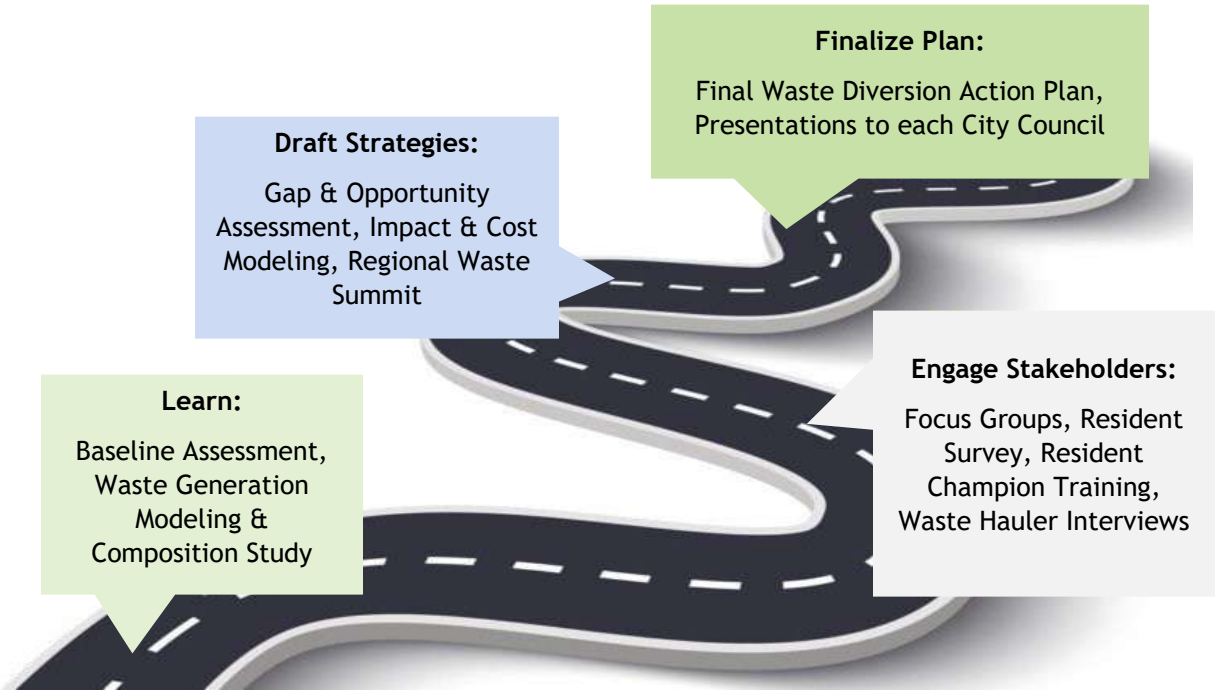


Figure 3: Plan Development Roadmap

1.2 Baseline Assessment

A baseline assessment was conducted to develop an inventory of South Metro's regional solid waste system and determine if the current systems are supportive of their future goals. The assessment included an analysis of waste collection options, material processing infrastructure, existing policies, and past studies, as well as community engagement activities and interviews with staff at each community.

Table 2 summarizes key findings from South Metro's baseline assessment for the mentioned sections. For more information, please reference the South Metro Waste Diversion Activity 3 Baseline Assessment report.

Table 2: South Metro Baseline Highlights

Description	Centennial	Englewood	Littleton	Sheridan
Area (square miles)	26.9	6.7	13.8	2.3
Population	105,865	33,642	44,755	5,970
Population % of South Metro	56%	18%	24%	3%
Multi-Family Units*	16.8%	36.6%	38.4%	40.1%
Collections Structure	Open Market	Open Market	Open Market	City Contract for Residential Collection
Opt-in or Universal Curbside Recycling	Opt-In	Opt-In	Opt-In	Universal
Pay Structure for Curbside Collections	Open-Market	Open-Market	Open-Market	Pay-As-You-Throw (PAYT)
Hauler Licensing	No	Yes	No	Yes
Universal Recycling**	No	Yes, Opt-In	No	Yes, Opt-In
Sustainability Plans	No	Yes	Yes	Yes
City Waste Goals	No	Yes	Yes	Yes
Recycling Website	Yes	Yes	Yes	Yes
Citizen Action Groups	Yes	Yes	Yes	Yes

*Multi-Family Units: Housing structures with five or more units, including mobile homes or boat, RV, van, etc. 2018-2022 American Community Survey, U.S. Census Bureau

**Universal recycling refers to a policy or system where all residents and/or businesses within a jurisdiction are required to have access to recycling services, typically alongside trash service. The goal is to make recycling as standard, consistent, and widely available as trash collection.

1.2.1 Collections

All collections in the South Metro region are provided by the private sector. Approximately 97% of residents in the Cities of Centennial, Englewood, and Littleton receive trash and recycling curbside services through the open market by subscribing directly with private haulers. Residents in these cities must opt in for recycling curbside services, generally for an additional fee. The City of Sheridan, which accounts for the remaining 3% of residents in the South Metro Region, contracts with Republic Services for single-family households with a pay-as-you-throw (PAYT) system for trash services, where residents pay based on cart size and the amount of waste generated. Sheridan residents receiving the city's contracted service also have recycling collections included as part of the program.

Trash and recycling collections for commercial and multi-family properties in the four cities are served through the open market, where property managers and owners subscribe directly with private haulers for services. None of the cities in the region provide or require recycling services for multi-family or commercial customers.

1.2.2 Infrastructure

South Metro is supported by various solid waste infrastructure in the region including Materials Recovery Facilities (MRFs) that handle single-stream recycling, recycling drop-offs, organics processing facilities and drop-offs, municipal solid waste (MSW) infrastructure composed of landfills and transfer stations, and miscellaneous recycling infrastructure. The following section provides an overview of the disposal infrastructure systems in the South Metro region.

Similar to collections, all materials processing and disposal facilities are fully owned and operated by the private sector. None of the cities in the region own, manage, or operate processing infrastructure. Below are illustrative examples of recovery infrastructure, including a MRF, an organics processing facility, and a MSW landfill.

1.2.2.1 Recyclable Material Processing Infrastructure

The South Metro region is served by two privately owned and operated MRFs that process single-stream recycling (Republic Services and Waste Management), shown on the map below. There are no public recycling drop-off centers in the South Metro boundary. The two closest recycling drop-off centers are located in Arvada and Aurora and owned and operated by private facilities (SustainAbility and Recycling Convenience Center at the Denver Arapahoe Disposal Site Landfill operated by Waste Management).

Waste Management is currently building a new $100M recycling facility in Denver East, estimated to be completed by mid-2026. AMP and Waste Connections, an artificial intelligence-powered recycling facility, is expected to be built and operated in Commerce City and is projected to open in early 2026.

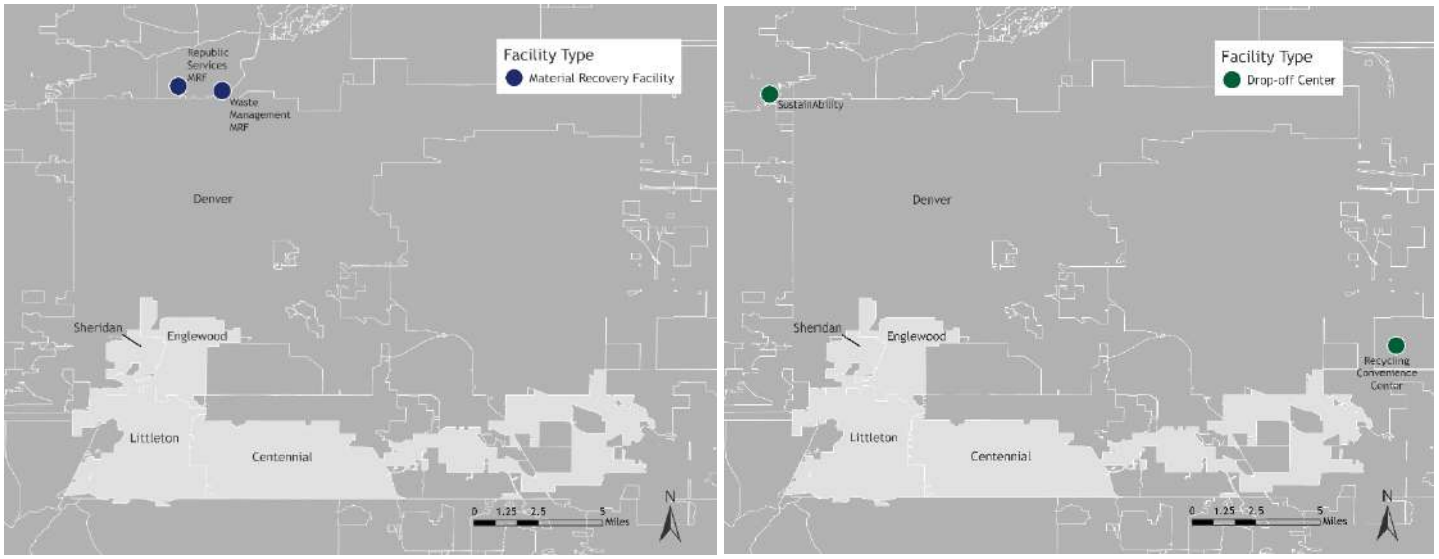


Figure 4: Maps of MRF and Drop-Off Infrastructure Surrounding South Metro

Table 3: Details of MRFs and Drop-Off Infrastructure Surrounding South Metro Region

Facility Name & Link	Infrastructure Type	Materials Accepted	Physical Address
Republic MRF	Materials Recovery Facility	Single-Stream Recycling	645 W 53rd Pl, Denver, CO 80216
Waste Management MRF	Materials Recovery Facility	Single-Stream Recycling	5395 Franklin St, Denver, CO 80216
SustainAbility	Drop-off Center	Hard-to-Recycle Items	6240 W. 54th Ave, Arvada, CO 80002
Recycling Convenience Center at DADS Landfill	Drop-off Center	Municipal Solid Waste	3500 South Gun Club Rd, Aurora, CO 80018

1.2.2.1 Organics Processing Infrastructure

A1 Organics in Sheridan does limited processing of yard debris (i.e., mulching and grinding) and accepts food scraps to be transferred to A1 Organics in Eaton or Keenesburg for composting. There are 11 organics drop-off sites accessible to residents that are operated by either SustainAbility, Compost Colorado, Scraps, or Wompost through subscription.

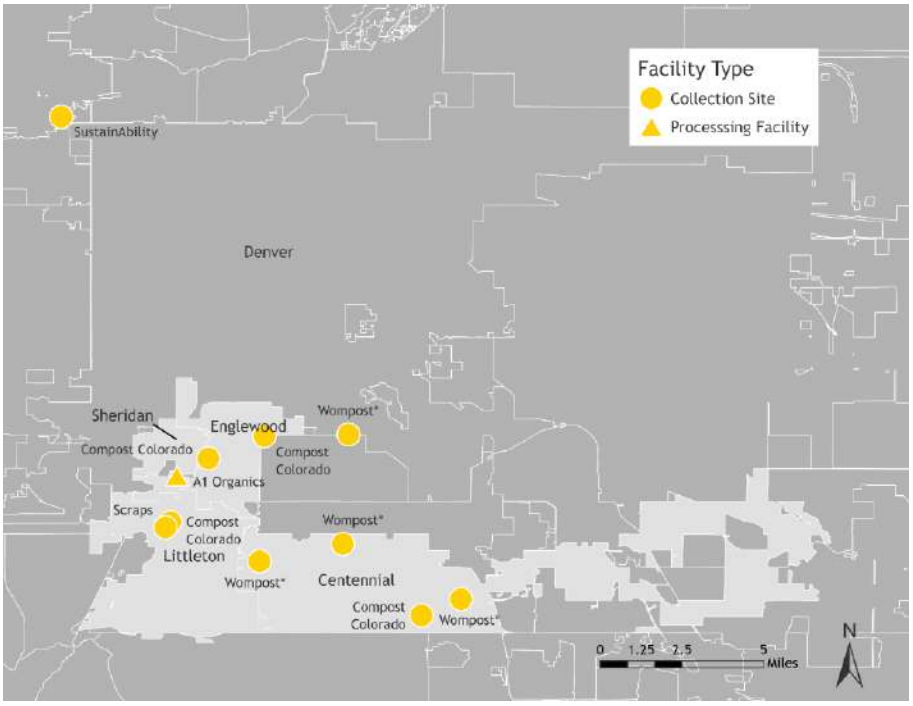


Figure 5: Map of Organics Infrastructure in South Metro

Table 4: Organics Infrastructure in South Metro

Facility Name & Link	Materials Accepted	Operating Hours	Physical Address
A1 Organics	Yard debris	Mon - Fri: 7:00am - 4:00pm Sat: Spring only	2300 W Radcliff Ave, Sheridan, CO 80110
Compost Colorado	Food scraps and Other Compostables	24hrs for subscribers only	1155 W Oxford Ave, Englewood CO 80110
Compost Colorado	Food scraps and Other Compostables	24hrs for subscribers only	900 E Hampden Ave, Englewood, CO 80113
Compost Colorado	Food scraps and Other Compostables	24hrs for subscribers only	5610 S Curtice St, Littleton, CO 80120
Compost Colorado	Food scraps and Other Compostables	24hrs for subscribers only	7070 E Mineral Ave, Englewood, CO 80112
Scraps	Food scraps and Other Compostables	24hrs for subscribers only	5767 S Rapp St, Littleton, CO 80120
Wompost	Food scraps and Other Compostables	24hrs for subscribers only	Precise location available upon subscription Denver, CO 80222
Wompost	Food scraps and Other Compostables	24hrs for subscribers only	Precise location available upon subscription Centennial, CO 80121
Wompost	Food scraps and Other Compostables	24hrs for subscribers only	Precise location available upon subscription Centennial, CO 80121
Wompost	Food scraps and Other Compostables	24hrs for subscribers only	Precise location available upon subscription Centennial, CO 80112
SustainAbility	Food scraps and Other Compostables	Mon - Thurs: 9:00am - 4:00pm Fri - Sat: 9:00am - 3:00pm	6240 W. 54th Ave, Arvada, CO 80002

1.2.2.3 Municipal Solid Waste Infrastructure

Three privately operated landfills (owned by Waste Management and Republic Services) along with four transfer stations (owned by Waste Connections, Waste Management, and Republic Services) manage the municipal solid waste (MSW) generated in the region.

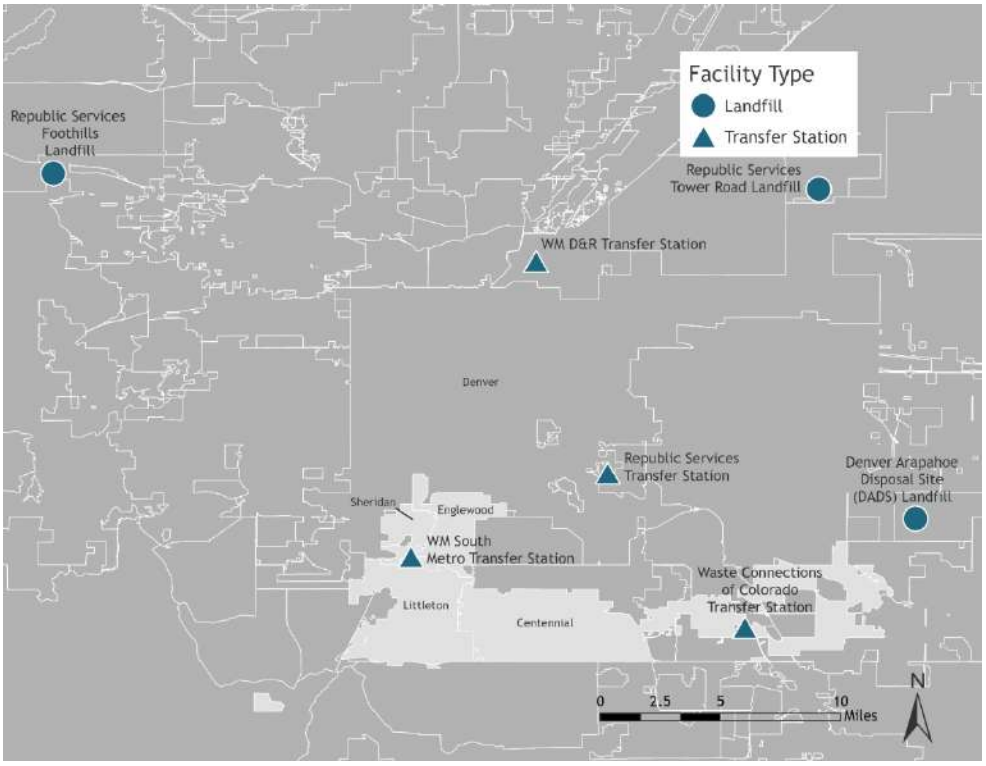


Figure 6: Landfills and Transfer Stations Surrounding South Metro

Table 5: Municipal Solid Waste Landfills and Transfer Stations in South Metro

Facility Name & Link	Infrastructure Type	Materials Accepted	Physical Address
Denver Arapahoe Disposal Site (DADS) Landfill	MSW - Landfill	Municipal Solid Waste	3500 South Gun Club Rd, Aurora, CO 80018
Republic Services Tower Road Landfill	MSW - Landfill	Municipal Solid Waste	8480 Tower Rd, Commerce City, CO 80022
Republic Services Foothills Landfill	MSW - Landfill	Municipal Solid Waste	8900 CO-93, Golden, CO 80403
Waste Connections of Colorado Transfer Station	MSW - Transfer Station	Municipal Solid Waste	7120 S. Jordan Rd, Centennial, CO 80112
Waste Management South Metro Transfer Station	MSW - Transfer Station	Municipal Solid Waste	2400 W Union Ave, Englewood CO 80110
Republic Services Transfer Station	MSW - Transfer Station	Municipal Solid Waste	7750 Cherry Creek S Dr, Denver, CO 80231
Waste Management D&R Transfer Station	MSW - Transfer Station	Municipal Solid Waste	6091 Brighton Blvd, Commerce City, CO 80022

1.2.2.4 Miscellaneous Infrastructure

Residents may divert electronics, construction & demolition (C&D) debris, and scrap metal through various permanent, designated drop-off sites in the South Metro region. These sites are complementary to several municipal events, private drop-off locations, and specialized pick-up services (e.g., Ridwell and Terracycle) that exist to increase material recovery. The locations of the miscellaneous recycling infrastructure in South Metro are shown in Figure 7.

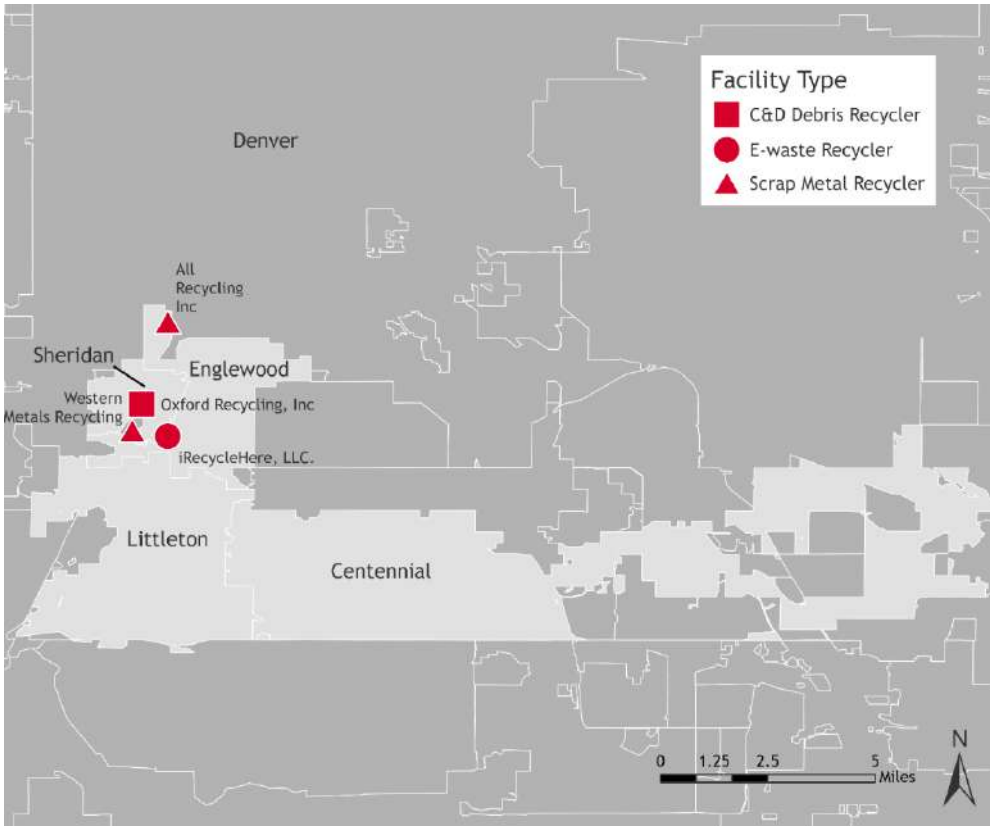


Figure 7: Map of Miscellaneous Recycling Infrastructure

Table 6: Miscellaneous Recycling Infrastructure

Facility Name & Link	Infrastructure Type	Materials Accepted	Physical Address
iRecycleHere, LLC.	Misc. Recycling	Electronic Waste	1865 W Union Ave Ste Q, Sheridan, CO 80110
Oxford Recycling, Inc	Misc. Recycling	C&D Debris	2400 W Oxford Ave, Sheridan, CO 80110 (Located in Unincorporated Arapahoe County)
All Recycling Inc	Misc. Recycling	Scrap Metal	1775 W Wesley Ave, Englewood, CO 80110
Western Metals Recycling	Misc. Recycling	Scrap Metal	2100 W Oxford Ave, Sheridan, CO 80110

1.2.3 Policy

In general, the cities in the region have taken a hands-off approach to managing materials. None of the cities require recycling or composting for residential or commercial properties. Additionally, ordinances and regulations that drive recycling related behaviors (such as equal space for recycling, C&D requirements, or pay-as-you-throw ordinances) are not present in the region.

Englewood and Sheridan, representing 20% of the total population of South Metro, are the only cities that require licensed waste haulers. Both cities require licensed waste haulers to offer recycling services to residents, as specified in their respective city codes. There is an opportunity to strengthen hauler licensing ordinances in both cities by requiring haulers to report tonnages and bundle recycling services with trash service, rather than simply offering them as an optional add-on to customers.

Unlike the other South Metro communities, the City of Sheridan adopted a single-hauler system in 2014 through a contract with Republic Services that includes pay-as-you-throw pricing. Through the contract, Sheridan offers resident-funded trash and recycling collection to single-family homes and buildings with seven or fewer units. Although recycling collection is free, it is not automatically bundled with trash collection services, requiring residents to actively sign up for it. The contracted service includes a volume-based pricing structure for trash collection. While Sheridan has a hauler licensing ordinance, it does not require haulers to report data beyond what is outlined in the residential collection contract.

While Englewood and Sheridan have limited recycling-specific policies to date, both cities have incorporated waste-related goals within their respective sustainability plans. Additionally, the City of Littleton's Environmental Stewardship Board has prepared an Environmental Stewardship Action Plan that includes targeted goals for waste reduction and recycling.

1.2.4 Community Engagement

All four South Metro cities maintain dedicated webpages for trash and recycling services. Translation services are available on the websites for the Cities of Centennial, Littleton, and Sheridan, enhancing accessibility for non-English speaking residents.

Each city also hosts a variety of impactful recycling events, addressing materials such as Christmas trees, electronics, fall leaves, cooking oil, and household hazardous waste (HHW). Citizen action groups are active in all four cities, reflecting a range of perspectives on waste management practices. Through these action groups and recycling events, cities have reported growing interest in composting, reflecting a stronger desire among residents for more sustainable waste disposal options.

Figure 8: Earth Day Celebration 2025 in the City of Englewood

1.3 Waste Hauler Engagement

To better understand the existing waste management services including the barriers and opportunities for increasing waste diversion in the South Metro region, the STEPS project team conducted in-depth interviews with eight haulers operating in the region. These haulers included solid waste, recycling, and organic waste haulers that provide services to single-family households, multi-family households, and commercial properties. High-level findings and a summary of interviews are presented in Figure 9.

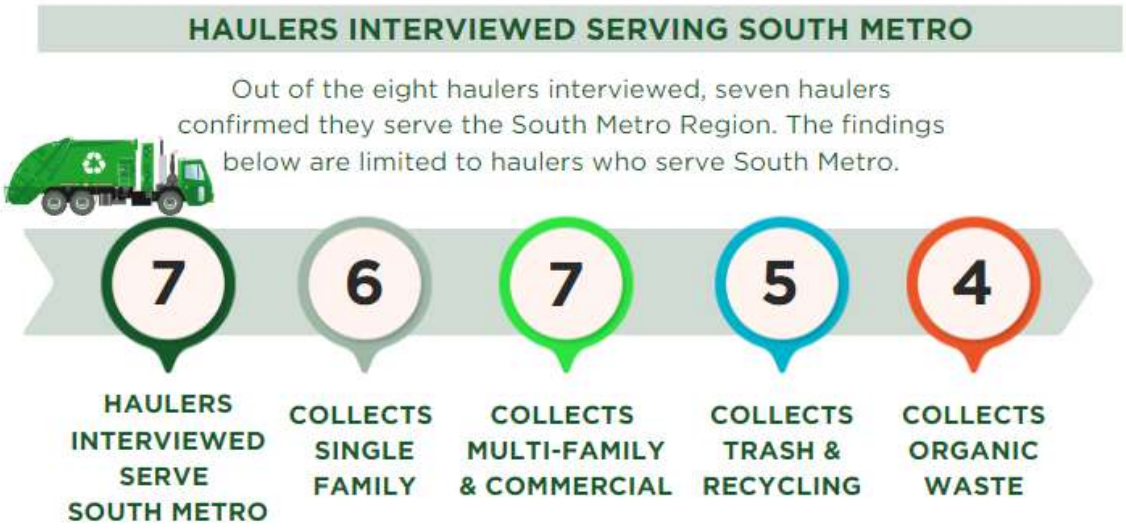


Figure 9: Summary of Hauler Services in South Metro

1.3.1 Perceived Barriers for Recycling & Composting

The top reasons cited by haulers for why they believe individuals opt out of recycling or composting include cost constraints, education and awareness, lack of convenience (for commercial and multi-family), and a lack of trust that recyclables are truly processed and recycled as claimed.

WHAT SHOULD SOUTH METRO DO TO SUPPORT RECYCLING?

"Improve education around recycling - this could be done with haulers in the area."

"Diversion will increase if there are more contracts in place. Contracts help establish clarity for customers about who and how their materials are being collected."

"Combat the distrust of the recycling industry."

"Would love to partner with municipalities."

1.3.2 City-Led Initiatives to Improve Residential Recycling & Composting

Haulers providing organic waste collection services frequently noted that expanding free, public access to drop-off sites throughout the region, along with free or subsidized services, would increase residential and commercial composting participation. This recommendation is supported by communities who have transitioned to providing subsidized or free organics services across the state and country.

Multiple haulers emphasized the need to expand educational programs to increase recycling and composting participation. A significant portion of the public lacks awareness of proper recycling and composting practices, questions the effectiveness of these efforts, or does not see value in these services, particularly when they involve additional costs.

It is important to note that, beginning in 2026, Colorado's Extended Producer Responsibility (EPR) legislation will require producers of packaging and paper products to fund a statewide system to recycle covered materials, resulting in 'no-cost' recycling services for covered generators.

1.3.3 Contamination

Haulers reported that some homeowners associations (HOAs) and multi-family communities opt out of recycling services due to contamination fees, which are often incurred when residents do not recycle properly. Haulers charge contamination fees to cover the costs of managing and disposing of contaminants in the recycling stream. Many multi-family communities and HOAs have decided that they would prefer to suspend recycling services instead of providing education to residents.

Service providers specializing solely in compost collection have robust educational and feedback programs in place that help reduce contamination. They either provide proactive education by training residents and commercial building staff on best practices, or reactive feedback by providing real-time guidance on contaminants found in individual bins. While many of these organic waste haulers operate on a relatively small scale, they believe these methods could be effective on a large scale to maintain clean organic waste streams.

1.4 Community Engagement

Community engagement is an integral process of the South Metro Waste Diversion Plan. Engaging the community ensures that the plan is not only aligned with the needs and priorities of stakeholders, but also fosters a sense of ownership, trust, and collaboration. Therefore, community engagement is embedded throughout many of the project activities. To ensure community needs and desires were thoughtfully captured and integrated into South Metro's future actions, a robust community engagement strategy was implemented including a website, survey, engagement collateral, focus groups, and Resident Champion training.

1.4.1 Website Development

The cities expressed a desire to create a website to communicate progress on the South Metro Waste Diversion Plan with both the public and elected officials. In response, the South Metro Waste Diversion website was developed. During the stakeholder engagement phase, it served as a landing page for the South Metro Residential Survey and hosted the registration for focus groups.

Today, the website continues to serve as a central hub for information about the waste diversion plan. It provides access to reports and memorandums created from this project and offers opportunities for stakeholders to provide feedback that informs plan development. The website also includes the Resident Champion Training videos and toolkit, developed as part of the broader stakeholder engagement strategy discussed later in this section.

Since the launch of the South Metro Waste Diversion website, there have been approximately 3,300 unique visitors as of June 2024. The majority of the website visitors have accessed the site directly, either by scanning the QR code from the survey mailer or by entering the SouthMetroWasteDiversion.com website directly into their browser.

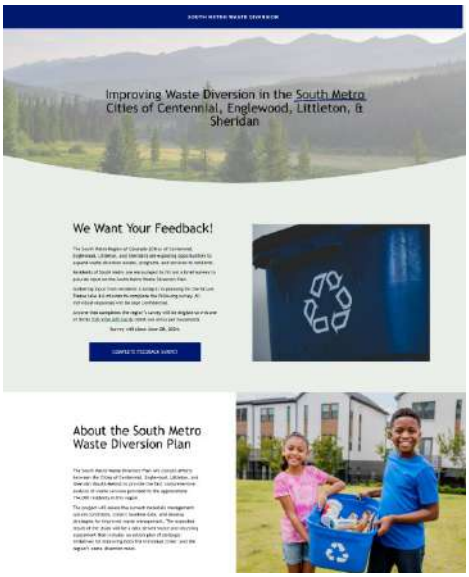


Figure 10: South Metro Waste Diversion Website Screenshot

1.4.2 Survey

To better understand the factors that motivate or hinder residential participation in South Metro's solid waste management systems, an online survey was developed in English and Spanish to gather input directly from residents. Questions were tailored to gather data on municipal solid waste disposal methods, current and potential waste diversion practices, and residents' perspectives on implementation of various waste diversion methods. The survey was conducted with a random sample of residents in June 2024 and yielded results with a ±5% margin of error at a 99% confidence level.

Survey results revealed that at least 87% of residents in Centennial, Englewood, and Littleton reported that their trash hauler offers recycling. In Sheridan, 18.2% of respondents reported that their trash hauler does not offer recycling services. This lack of service was most commonly reported among residents of trailers/mobile homes, duplexes & multiplexes, and apartment buildings. Recycling habits were found to be prevalent, with 85% of South Metro residents having a recycling bin and actively recycling, while 13% reported lacking a recycling bin and not recycling at all (Figure 11).

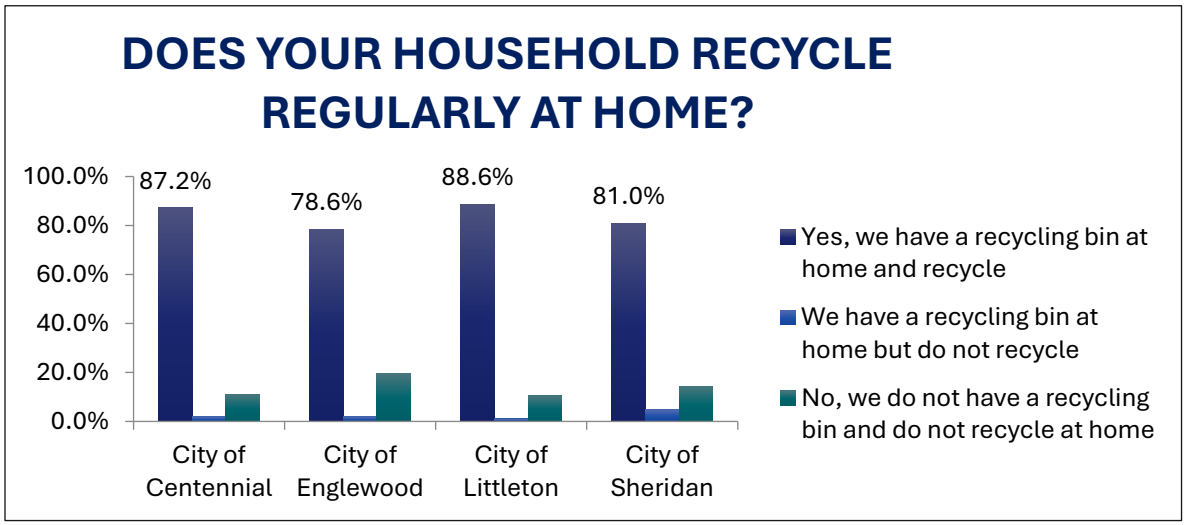


Figure 11: Survey Results on Whether Households Recycle Regularly at Home

Across the South Metro region, respondents strongly agreed that they support efforts to increase access to composting and recycling in their communities and that recycling helps to conserve natural resources to preserve the environment for the future. Additionally, 58% of respondents shared they would be willing to compost both yard and food scraps, and over 50% of the respondents somewhat agreed or strongly agreed that households in their communities have access to convenient recycling services and believe that most of their neighbors recycle today.

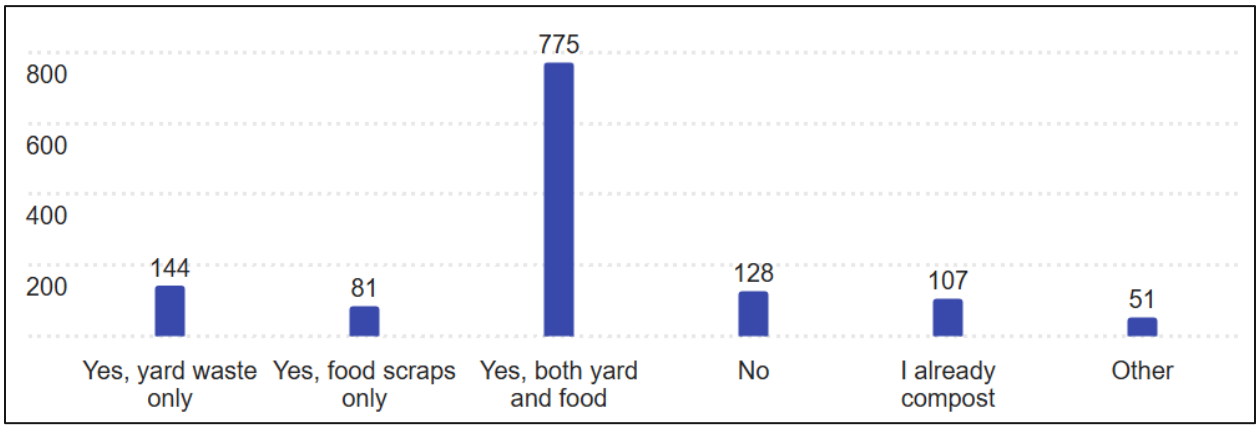


Figure 12: South Metro Willingness to Compost Food or Yard Debris

Despite general enthusiasm for expanded recycling and composting services, challenges remain. Residents in Centennial, Englewood, and Littleton identified low trust as the greatest barrier, while Sheridan residents cited confusion about what can be recycled as their primary challenge. Furthermore, respondents identified the need for additional recycling drop-off locations.

With regards to costs, 17% of the survey respondents were unsure how much they pay per month for trash services, with 20% reporting they pay between $21-$30/month. Residents in the City of Sheridan, the only city in South Metro that has organized hauling services through Republic Services, most reported paying in the $11-$20 a month range, while other cities most reported paying in the $21-$30 a month range.

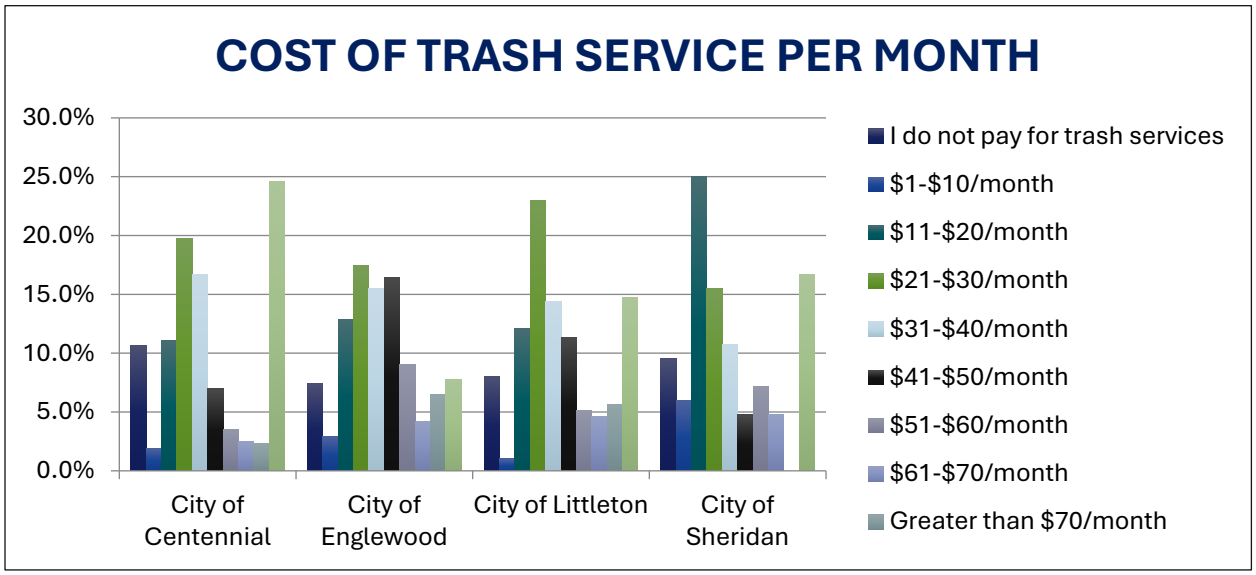


Figure 13: Cost of Trash Service per Month

1.4.3 Mailer

To facilitate broader survey participation, a bilingual mailer was developed with information on accessing the South Metro survey and to inform residents of the South Metro Waste Diversion project. A 5"x7" postcard mailer was designed and made available in English and Spanish given that Spanish is the second most spoken language in the region. The mailer utilized the font and color family consistent with the branding of the website. Each of the respective city logos were utilized to communicate that this was a regional project. The mailer provided a QR code that directed residents to the South Metro Waste Diversion website. A visual of the mailer is shown in Figure 14.

Figure 14: Mailer Screenshot

The mailers were sent to a sample of 14,875 randomly selected households in the region, consisting of a representative proportion of both single-family and multi-family homes across all four cities. The QR code on the mailer was accessed 1,891 times from the time of receipt until the end of the survey response period.

Figure 15: Social Media Graphic Promoting Focus Groups

1.4.4 Focus Groups

Three virtual focus groups were conducted to gather insights from stakeholders on existing waste management patterns, barriers, and opportunities. The three groups identified and formed were multi-family residents, businesses, and disadvantaged communities.

Participants were engaged through various community-facing channels and sources, including trusted community groups, committees, chambers, and social media. Focus group participants were recruited from all four cities to ensure diverse and representative input across the three target groups. Following established best practices for qualitative research, the first ten eligible respondents were invited to participate in each session. Participants received a $50 Visa online gift card in recognition of their time and contributions. The focus groups were conducted virtually and held separately, beginning with an overview of the project and review of ground rules, followed by a facilitated conversation guided by a set of pre-developed questions.

All focus group participants reported having access to trash services, however, fewer than half had curbside recycling, and only one business had contracted composting services. Several common barriers to recycling were identified, including lack of access, insufficient space and dumpster capacity in multi-family complexes, limited involvement in waste management decisions for businesses, and the high cost of services for disadvantaged communities. Participants also cited a lack of reliable educational resources and recycling services. Across all three focus groups, concerns were raised about the high number of waste haulers operating in the community, with specific worries about child safety, property damage, and road deterioration. Additionally, there was a shared desire to expand access to services for hard-to-recycle materials as well as recycling drop-off centers.

1.4.5 Resident Champion Training

A virtual Resident Champion training session was conducted for South Metro residents, focused on the benefits and logistics of recycling and waste diversion, as well as strategies for effectively sharing this information within their communities. As the cities move toward exploring and implementing specific policy measures, Resident Champions are expected to play a vital role in providing informed community input, supporting public engagement, and assisting with on-the-ground implementation. Although the primary goal of the training was to raise awareness of the South Metro Waste Diversion Plan, no specific waste-related policies were discussed.

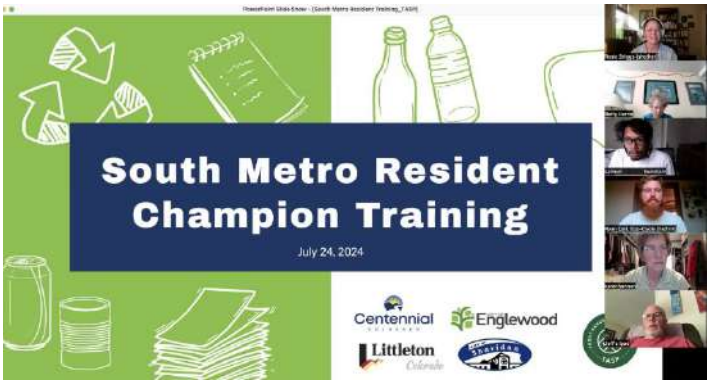


Figure 16: Screenshot of Virtual Training of the Resident Champion Training

All attendees received a copy of the training recording, slide deck, and a Resident Champion toolkit, which includes guidance on recyclable materials, common contaminants, frequently asked questions, and the broader benefits of recycling. All materials in the toolkit were also made available in Spanish to enhance accessibility. A screenshot of the virtual training format is shown in Figure 16.

1.5 Regional Waste Summit

A Waste Summit was held to present findings to elected officials from the four South Metro cities. The presentation covered information collected to date, including the baseline infrastructure evaluation, hauler interviews, public engagement findings, the waste characterization study, and the initial gaps and opportunities analysis. At the meeting, input from elected officials was gathered to identify potential gaps in the waste system and was incorporated into further research and the development of recommended policies and strategies.

The Summit was a zero-waste event, with all materials reused, composted, recycled, or otherwise diverted. This served as both a conversation piece to explore waste reduction practices and as a way to highlight Colorado's strong end markets for metals and glass recycling.

Figure 17: South Metro Waste Summit Day 1 and Zero Waste Stations at the Event

Throughout the event, strategies were presented and discussed through both verbal dialogue and the virtual polling platform, PollEv. Elected officials were asked to identify priorities they wished to explore further, focusing on those they viewed as feasible and/or as offering a positive strategy for advancing waste diversion in the South Metro region and their individual cities.

What are the top priorities we should further explore regionally?

Regionally, yard debris and food scraps collections were the top priority identified to explore further. Organic waste comprises 48% of residential trash, which elected officials cited as being a key factor in their interest in exploring organics collection. By a slight margin, there was a preference for yard debris collection over food scraps collections. There were discussions about the various pathways to capturing yard and food scraps, with officials citing they partake in backyard composting or burying their food scraps at home. Strategies were also discussed at large, such as capturing landscaping yard debris via mulching or composting, increasing access to food scraps drop-off sites, and supporting commercial entities in using compostable service ware. Concerns were also brought up regarding odors and the possibility of attracting pests to curbside bins.

The secondary priority identified was increased commercial and multi-family unit recycling access, citing limited access in many multi-family complexes. Elected officials expressed interest in exploring ways to support this gap. Speakers discussed various options that can improve access for commercial and multi-family units including education, outreach, and technical assistance to property owners and/or tenants.

2.0 South Metro Waste Composition and Generation

The South Metro Waste Diversion Plan included a waste composition study and waste generation modeling analysis to identify current waste trends and project future waste tonnage production for the region and each individual city. These data points were critical for identifying gaps and opportunities and for guiding the development of effective waste reduction strategies, as they highlighted specific concerns around contamination, diversion rates, and total waste generation. Waste generation models were applied to estimate current and projected tonnages through 2035. These estimates include the total material generated, landfilled, and diverted, broken down by generating sector for each city within the South Metro region.

Findings from these tasks confirmed that a significant portion of the region's waste continues to be landfilled, with comparatively lower rates of diversion through recycling and composting. Projections indicate that by 2035, the South Metro region will generate approximately 260,000 tons of waste. If all strategies, policies, operations, and engagement stay the same, the South Metro region will be diverting roughly 15.2% of its waste, or approximately 39,000 tons of waste through recycling or composting.

Figure 18: Waste Characterization Study

2.1 Waste Composition

The South Metro Waste Diversion Project included a two-season waste characterization study (also known as a 'waste audit' or 'waste sort'). The aim of the waste characterization study was to sort samples of trash and recycling to assess the overall composition of the region's waste streams. Approximately 10,200 pounds of trash and recycling from both residential and commercial/multi-family sectors were sorted into 32 categories. Samples from all four cities in South Metro were represented in the study.

2.1.1 Municipal Solid Waste (MSW)

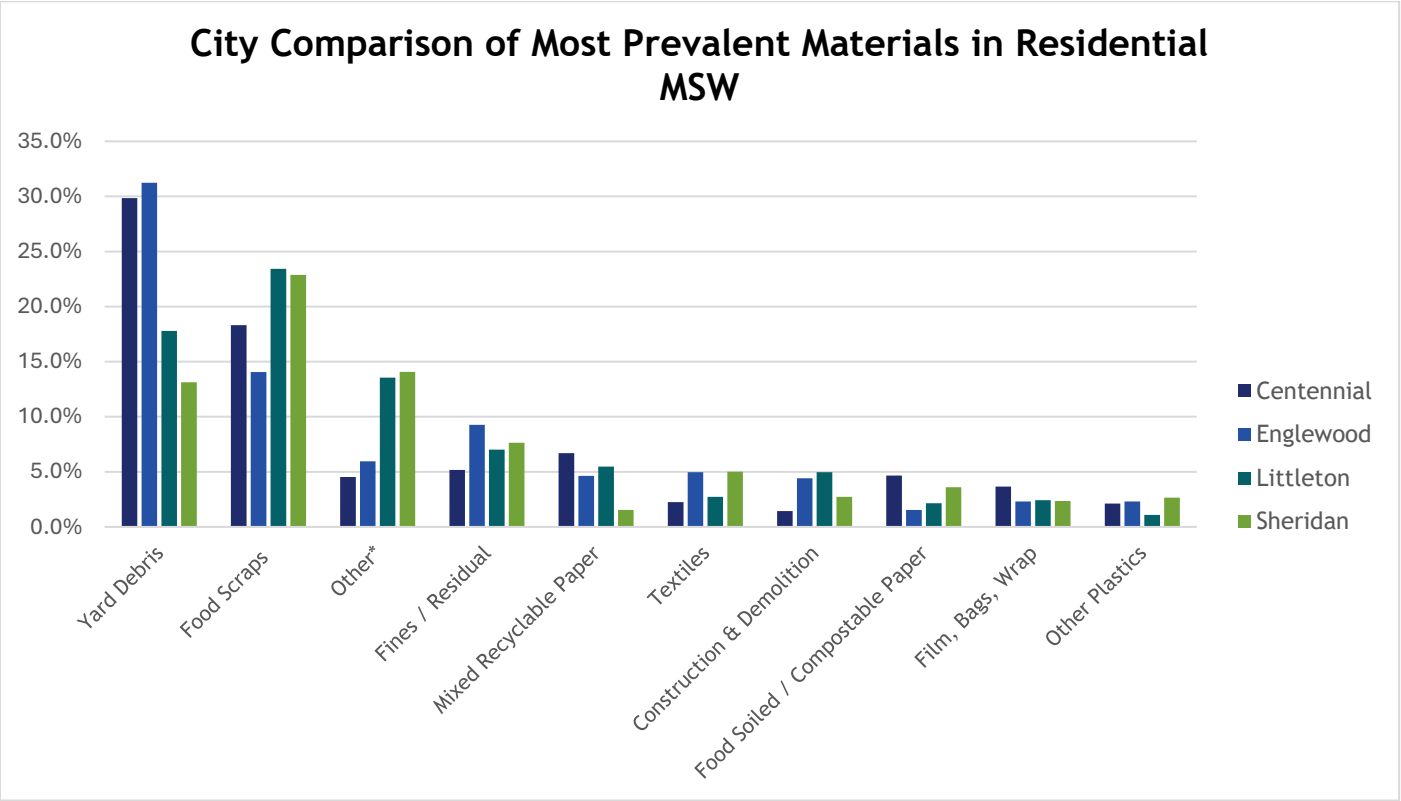
The most prevalent materials in combined residential and commercial MSW were food scraps (18.6%), followed by yard debris (17.1%), and Other[3] (9.2%).

Although seasonal variability influenced food scraps, yard debris, and construction and demolition (C&D) material categories most significantly, food scraps and yard debris emerged as the most prevalent materials in the waste stream across both sorting seasons, indicating their significance and diversion potential.

In the residential MSW, yard debris was the most prevalent material landfilled (24.0%), followed by food scraps (19.4%). Together, these materials make up 43.4% of residential MSW, representing a significant opportunity for diversion from

[3] *Other* includes materials that do not belong in any other defined category, such as rubber, tires, bulky furniture, diapers, sanitary products, pet waste, and wipes.*

South Metro's residential trash stream. This was consistent across individual cities additionally, with both food scraps and yard debris in the top three material categories for all cities. Figure 19 show the top 10 most prevalent materials in South Metro's Residential MSW.



Other includes materials that do not belong in any other defined category, such as rubber, tires, bulky furniture, diapers, sanitary products, pet waste, and wipes.*

Figure 19: City Comparison of Most Prevalent Materials in Residential MSW

2.1.2 Recyclables

A total of 27 samples of recycling were collected and sorted, including 18 residential and 9 commercial samples. Corrugated cardboard (37.0%) was the most prevalent material in combined residential and commercial recycling streams, alongside mixed recyclable paper (20.4%) and glass bottles and jars (11.3%).

For residential streams, the most prevalent materials in recycling are corrugated cardboard (27.8%), followed by mixed recyclable paper (24.8%), and glass bottles and jars (14.1%). This was consistent across individual cities, with both corrugated cardboard and mixed recyclable paper in the top two material categories for all cities. Figure 20 shows the top 10 most prevalent materials in South Metro's residential recycling stream.

Contamination in the residential recyclables stream represented 20.6% of the recyclables stream, which is above the national average contamination rate for inbound recycling at 17%. Contamination is defined as the improper disposal of materials into a waste stream, such as food scraps in the recycling stream. Individually, Centennial had a contamination rate of 13.0%, Englewood had 13.2%, Littleton had 18.8%, and Sheridan had 34.5%.

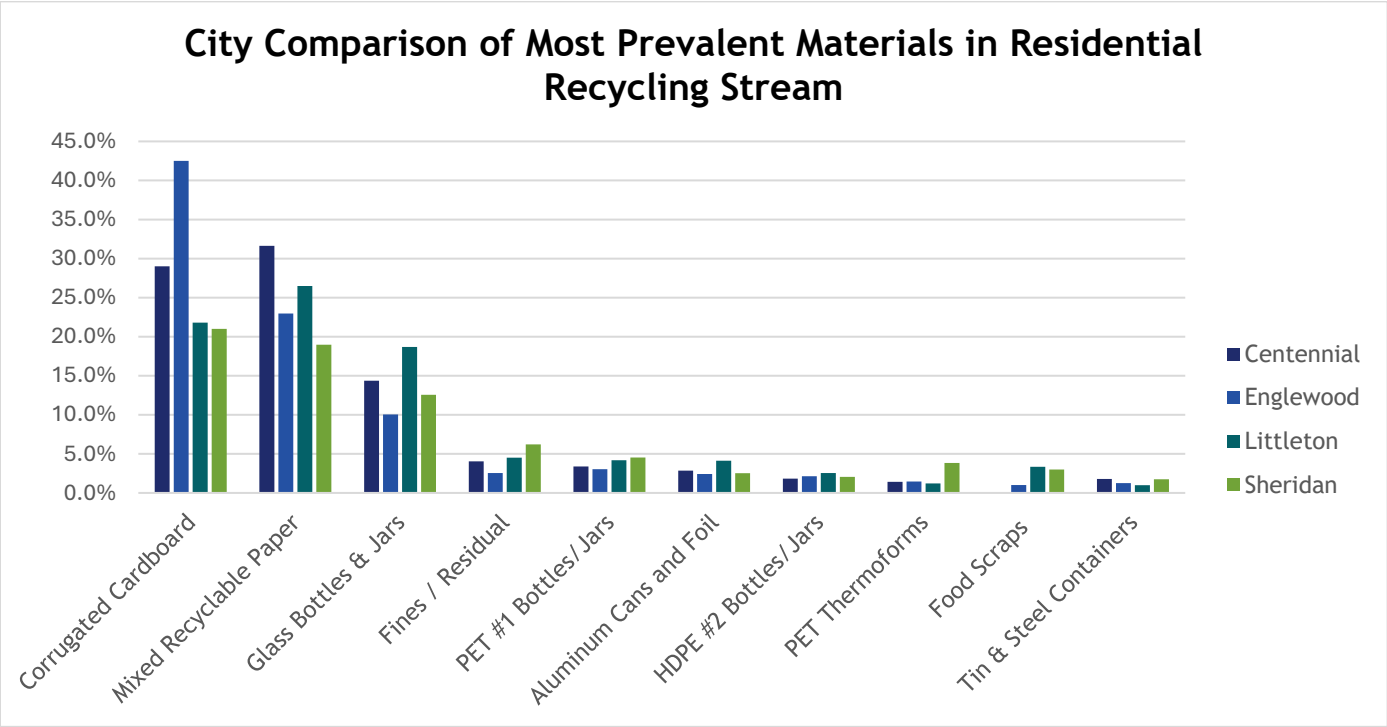
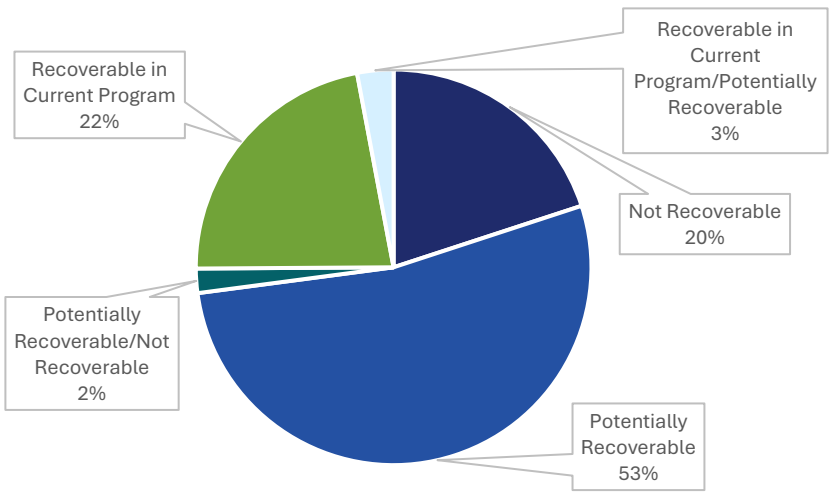


Figure 20: City Comparison of Most Prevalent Materials in Residential Recycling Stream

2.1.3 Recoverability

Up to 78% of what is disposed of in the trash across all sectors (residential, commercial, and multi-family) can either be recovered in existing programs or potentially be recovered if hard-to-recycle or other divertible materials were properly separated. Based on current programs and existing local infrastructure, 22% of materials in MSW can be recovered through existing programs. Figure 21 shows comparisons of material compositions based on recoverability for combined residential, commercial, and multi-family MSW.



Approximately

78%

of South Metro's waste is recoverable through recycling, composting, or special collections.

Figure 21: Recoverable Tons in MSW Across All Sectors

2.2 Waste Generation

Waste tonnages were modeled and projected for both the city and the South Metro Region from 2023 to 2035. Estimates include total material generated, landfilled, and diverted, and are broken down by generating sector. Of all generated waste, it is estimated that South Metro is diverting approximately 15.2% of materials from the landfill.

Findings from these tasks confirmed that a significant portion of the region's waste continues to be landfilled, with comparatively lower rates of diversion through recycling and composting. It is estimated that the South Metro region will generate approximately 255k tons of waste by 2033 and 260k tons of waste by 2035.

If all current strategies, policies, operations, and engagement stay the same, the South Metro region will be disposing 85% of its waste or sending approximately 221k tons of MSW to landfills. Population growth for South Metro from 2023 to 2035 is presented in Table 7. Total tonnage projections in South Metro from 2023 to 2035, broken down by total tons of materials generated, landfilled, diverted, and by generating sector, are presented in Table 8.

Table 7: South Metro Population Projections (2023-2035)

Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Centennial	106,883	107,909	108,946	110,115	111,277	112,438	113,558	114,674	115,899	117,108	118,309	119,500	120,681
Englewood	34,275	34,604	34,937	35,312	35,684	36,056	36,415	36,773	37,166	37,554	37,939	38,321	38,700
Littleton	44,451	44,867	45,285	45,755	46,227	46,698	47,153	47,605	48,100	48,588	49,072	49,551	50,025
Sheridan	5,908	5,965	6,022	6,087	6,151	6,215	6,277	6,339	6,406	6,473	6,540	6,605	6,671
South Metro	191,517	193,344	195,190	197,268	199,338	201,407	203,402	205,391	207,572	209,724	211,860	213,977	216,077

Table 8: South Metro Region Tonnage Projections (2023-2035)

Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Single-Family													
Disposal	57,877	58,430	58,988	59,617	60,243	60,869	61,473	62,074	62,734	63,385	64,031	64,672	65,307
Diversion	10,335	10,434	10,534	10,646	10,758	10,869	10,977	11,085	11,202	11,319	11,434	11,549	11,662
Total Generation	68,212	68,864	69,522	70,263	71,001	71,738	72,450	73,159	73,936	74,704	75,465	76,221	76,969
Multi-Family													
Disposal	20,415	20,609	20,806	21,026	21,246	21,466	21,678	21,890	22,122	22,350	22,577	22,802	23,025
Diversion	3,646	3,680	3,715	3,755	3,794	3,833	3,871	3,909	3,950	3,991	4,032	4,072	4,112
Total Generation	24,061	24,290	24,521	24,781	25,040	25,300	25,550	25,799	26,072	26,341	26,609	26,874	27,137
Commercial													
Disposal	117,438	118,559	119,691	120,965	122,234	123,503	124,726	125,946	127,283	128,602	129,912	131,211	132,498
Diversion	20,971	21,171	21,373	21,601	21,828	22,054	22,273	22,490	22,729	22,965	23,199	23,431	23,660
Total Generation	138,409	139,730	141,064	142,566	144,062	145,557	146,999	148,436	150,012	151,567	153,111	154,641	156,158
All Sectors													
Disposal	195,730	197,598	199,484	201,608	203,724	205,838	207,877	209,910	212,139	214,337	216,520	218,685	220,830
Diversion	34,952	35,285	35,622	36,001	36,379	36,757	37,121	37,484	37,882	38,275	38,664	39,051	39,434
Total Generation	230,682	232,883	235,107	237,610	240,103	242,595	244,998	247,394	250,021	252,612	255,185	257,736	260,264

3.0 Gaps & Opportunities

Following the baseline assessment of waste generation, policies, and infrastructure in the South Metro region, a comprehensive gap analysis was conducted to identify opportunities for system improvement. This analysis aimed to pinpoint areas where existing programs could be optimized, new initiatives could be introduced, or innovative investments could be made to support the region's waste diversion goals.

Figure 22: Best Management Practices Chart

The initial gap analysis drew on baseline findings, components of the current materials management system, community engagement insights, waste generation modeling, and a comparison of South Metro's system with national best management practices. The analysis revealed specific areas for improvement that support the region's ambitious goals to improve equitable access to services, increase recovery and reuse, reduce waste, support recycling market development, and build strategic partnerships.

To structure the analysis, the project team used five best management practice areas: Collection & Access, Infrastructure, End Markets, Outreach & Education, and Supportive Policy. Effective materials management requires these components to work in concert. For example, even the most advanced recycling facilities are limited in impact without robust education and outreach or reliable end markets for recovered materials to maintain clean material streams and sustained demand for processed materials.

Each key area has several components or categories of best practices that have been identified by the project team's expertise of nearly four decades in the industry. Within each practice area, the evaluated system components are listed alphabetically. Their order is not an indication of priority. The project team utilized grades to represent relative uptake scores for each of the best practices (ranging from best (A) to worst (F) on the region's relative uptake). Additional details about each category and grades can be found in the Activity 8: Gaps and Opportunities memo.

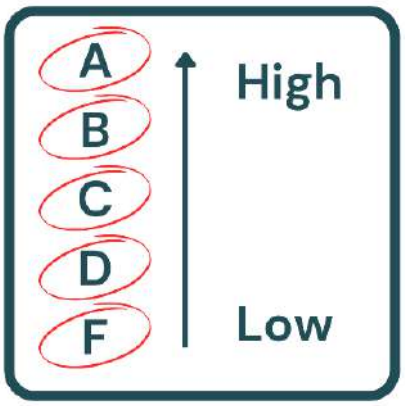


Figure 23: Relative Uptake of Best Management Practices

3.1 Collection and Access

For recycling programs to be effective, every household and business in a community must have convenient access. This can be through curbside collection, drop-offs, a reuse and sharing economy, or a combination of these options. As a first step in resource recovery, material diversion and recovery need to be as convenient as waste disposal.

Figure 24: At-Your-Door Collection Service Flyer

South Metro's waste collection system demonstrates several strengths, including universal access to recycling for single-family, multi-family, and commercial sectors. The Cities of Englewood, Centennial, and Littleton also provide special collections through "At-Your-Door" services for hazardous waste and electronics. Additionally, organics diversion is available, though participation depends on residents and businesses subscribing to market-driven services.

Opportunities to increase diversion for the region remain. Approximately 17.1% of landfilled waste consists of yard debris that could be diverted through dedicated curbside or drop-off services. Furthermore, approximately 18.6% of landfilled waste is food scraps that could be diverted by piloting food scraps drop-off sites or curbside collection. Multi-family residents face challenges accessing recycling and hazardous waste disposal, often due to insufficient infrastructure and lack of property management engagement. Additionally, gaps in drop-off locations, lack of organized single-hauler systems, and barriers to participation for commercial entities hinder optimal waste diversion. Addressing these issues through expanded services, regional recycling centers, and targeted ordinances could improve efficiency, reduce waste, and foster greater community participation in recycling and composting programs.

Table 9: South Metro Gap Analysis Grades: Waste Collection

Collection and Access		
Overall Grade	Category	Grade
C-	Carts and Dumpsters	B
	Collection Schedules	C
	Commercial Access	D
	Food Scraps	D
	Hard-to-Recycle Items	C
	Multi-Family Access	D
	Recycling Drop-Off Locations	D
	Single-family Access	B
	Yard Debris	D

3.2 Infrastructure

It is crucial for the region to have processing facilities conveniently located, technologically advanced, and with enough capacity to handle the population's current and future material streams.

As discussed in Section 1.2.2 of this Plan, there are two Materials Recovery Facilities (MRFs), three landfills, and four transfer stations that service the Denver Metro area, including South Metro. Two additional MRFs in the Denver metro-region are planned to be built by 2026. South Metro also has one organics processing facility for yard debris and clean lumber in Sheridan, along with several other organics collection sites and haulers. The infrastructure to support municipal solid waste (MSW) and single-stream recycling is strong in the region. However, infrastructure for food scraps processing is overall inadequate, and there is a lack of adequate infrastructure for processing hard-to-recycle materials.

Insufficient infrastructure can be addressed through public-private partnerships by developing an organics processing site, funding or supporting the development of a hard-to-recycle materials center, and supporting the development of a C&D recycling facility or the expansion of materials accepted at existing recycling centers. A C&D recycling ordinance could also further recycling for these materials.

Table 10: South Metro Gap Analysis Grades: Infrastructure

Infrastructure		
Overall Grade	Category	Grade
B-	Compost Facility within 30 miles	D
	Food Scraps Sites	C
	Hard-to-Recycle Items & Drop-Offs	F
	Landfill Capacity	A
	MRF/Recycling Transfer within 30 miles	A
	MRFs Process Additional Materials	B
	MRF Technology	A
	Multiple MRFs Available	A
	Tip Fees Encourage Recycling	C

3.3 Supportive Policy

Policy should be crafted to ensure responsible material recovery is the standard practice across the community, not merely a best practice. Local policy can be adopted to support all of the practice areas.

To support the development of robust recycling systems and establish regulatory consistency across their cities, South Metro communities should coordinate to adopt similar, introductory recycling policies. While some recycling policies, such as organized hauler (single-hauler) contracts, commercial recycling ordinances, and pay-as-you-throw (PAYT) ordinances (requiring residential haulers to offer

Figure 25: Volume-Based Pricing, PAYT

volume-based pricing for trash bins) have proven to boost waste diversion rates, it is more strategic to first establish and then build upon a strong base of introductory policies, such as hauler licensing and equal space ordinances.

Table 11: South Metro Gap Analysis Grades: Supportive Policy

Policy		
Overall Grade	Category	Grade
D	City Waste Goals / Sustainability Plans	C
	Commercial Recycling Ordinance	F
	C&D Recycling	F
	Equal Space Ordinance	F
	Hauler Licensing	C
	Organized Hauler (Single Hauler)	D
	Pay-As-You-Throw	D
	Universal Residential Recycling	C

3.4 End Markets

End markets for collected recyclables and finished compost leads to the success of a sustainable circular economy that ultimately allows material to be diverted from landfills. This also includes reuse and refurbishment. By increasing demand, the region creates a 'pull' for additional materials that, in turn, drives supply.

The South Metro region of Denver has several strengths in its waste diversion infrastructure, including yard debris processing through A1 Organics, sufficient single-stream recycling capacity with multiple MRFs, and access to scrap metal recycling facilities. Additionally, the region has strong local end markets for glass recycling, with outlets such as Glass to Glass and Rocky Mountain Bottling Company ensuring high-value recovery of this material. These strengths provide a solid foundation for regional waste diversion efforts.

However, opportunities remain to improve and expand end markets. Compostable products are not widely accepted due to contamination concerns, underscoring the need for statewide compostable product labeling requirements and public education. Furthermore, utilizing finished compost for government use and development projects could boost organics end markets. Leveraging existing resources like the pulverizer at the STS South Denver transfer station and exploring partnerships with innovative companies like Tereform could advance recycling for hard-to-recycle materials.

Local/in-state end market development remains limited for aluminum, paper, post-consumer plastics, and steel, suggesting that investment in infrastructure, outreach, and incentive programs could strengthen the region's recycling ecosystem. The Colorado Circular Economy Development Center's (CEDC) End Market Opportunity Assessment identified waste tires, textiles, clean wood, and colored high-density polyethylene (HDPE) as opportunity areas for end market development in Colorado.

Actions to improve end markets include fostering partnerships for emerging technologies, proactively implementing Extended Producer Responsibility (EPR) requirements, and investing in public education to drive participation and reduce contamination. Furthermore, there are opportunities to increase reuse systems by piloting reuse programs to reduce the need for single-use disposable materials and encourage the recovery of textiles.

Table 12: South Metro Gap Analysis Grades: End Markets

End Markets		
Overall Grade	Category	Grade
C+	C&D	D
	Glass	A
	Hard to Recycle Materials	C
	Local End Market Development	D
	Organics	C
	Plastics	B
	Reuse Markets	D
	Scrap Metal	A
	Textiles	D

3.5 Outreach & Education

All residents and businesses will need to know how to handle and sort materials in their homes, at work, and away. Systems continue to evolve as material composition changes and technologies change. Thus, information must be regularly communicated to residents in various ways to supply MRFs, composters, and end markets with high-quality material, while continuing to decrease the amount of waste sent to landfills. Two-way communication should also be established to provide opportunities for program participants and community members to ask questions, give feedback, and self-identify as Resident Champions.

South Metro's waste outreach and education system is built on a foundation of accessible resources and community engagement. Each city maintains webpages with recycling and waste disposal information, supported by a new regional website designed to centralize updates. Consistent language and multilingual accessibility in recycling guidelines enhance clarity and inclusivity. The system also engages community groups and trained Resident Champions to advocate proper waste management through peer-to-peer outreach, fostering a culture of sustainability. Recycling collection events offer additional opportunities for engagement while addressing hard-to-recycle materials.

Despite these strengths, there are several areas for improvement. Staffing constraints have limited consistent public engagement efforts, reducing opportunities to build trust and maintain participation. Recycling guidelines, while accessible, could be enhanced with clearer visuals, multilingual labels, and broader public availability. Training municipal staff in recycling practices would enable them to better assist residents with waste diversion. Furthermore, the lack of interactive tools and focused outreach to multi-family and commercial sectors leaves significant gaps in participation. Addressing these issues through targeted outreach, enhanced resources, and regular communication could greatly enhance South Metro's waste education and outreach impact.

Table 13: South Metro Gap Analysis Grades: Outreach and Education

Outreach & Education		
Overall Grade	Category	Grade
C-	Community Groups / Resident Champions	C
	Consistent and Translated Recycling Language	C
	Dedicated Recycling Webpage	B
	Guidelines Publicly Provided	F
	Multi-family and Commercial engagement	D
	Ongoing General Public Engagement	C
	Public Interactive Tools	D
	Recycling Collection Events	B
	Training Municipal Staff	D

4.0 Waste Diversion Actions

90%

South Metro residents agree or strongly agree with efforts to increase recycling and composting.

Approximately 90% of South Metro residents shared that they agree or strongly agree with efforts to increase access to recycling and composting in their communities, and believe recycling helps conserve natural resources to preserve the environment for the future.

The South Metro Diversion Plan proposes actions to be implemented over the next 10 years that increase the recovery of recyclables and organics, address hard-to-recycle materials, reduce consumption, and support the circular economy.

The South Metro Project Team evaluated a total of 50 strategies in the categories of Collections, Infrastructure, End-Markets, Policies & Governance, and Education & Outreach. High impact strategies were introduced and discussed with elected officials and staff representatives from each city during the Regional Waste Summit. The draft strategies were shared with city staff and leadership for a more detailed review. Each city was then asked to identify and prioritize seven high-impact strategies for local implementation and three strategies for potential regional collaboration.

Each strategy was evaluated and presented with associated attributes, including an estimated diversion impact (categorized from ♺ to ♺♺♺♺), a cost impact range (categorized from $ to $$$), an anticipated implementation timeline, and a list of affected stakeholder groups (single-family households, multi-family households, or the broader community) as shown in Table 14.

4.1 Impact Modeling

To evaluate the potential diversion and climate impacts of the priority strategies, the project team applied a scenario-based planning model tailored to the South Metro region. This model integrates projected waste generation, disposal, and diversion tonnages, population and household data from the U.S. Census, findings from the two-season waste composition study conducted in 2024, and benchmarks from high-performing waste diversion programs across Colorado and other leading U.S. jurisdictions.

Diversion impact was evaluated based on the estimated increase in diversion rate that each strategy contributed, either for the region as a whole or for each city.

The model operates under the assumption that all recommended strategies are implemented to their full intended effect and accounts for inter-dependencies among actions, recognizing that the success of one may hinge on the implementation of another. Estimated outcomes are cumulative and reflect these relationships. Detailed model outputs, including impact estimates for each strategy, are provided at the end of each city's waste diversion goals and actions section.

Table 14: Diversion and Fiscal Impact Rating Scale

Diversion Impact	
Diversion Impact on Tons Diverted	Estimated Additional Diversion Rate %
♺	< 1.5%
♺♺	1.5% – < 3.5%
♺♺♺	3.5% – < 5.5%
♺♺♺♺	≥ 5.5%

Fiscal Impact	
Fiscal Impact on Tons Diverted	Estimated Fiscal Range
$	< $10,000
$$	$10,000 – < $100,000
$$$	≥ $100,000

5.0 Regional Waste Diversion Goals and Actions

Building on the identified gaps and opportunities, as well as strategy development and collaborative discussions held during the Regional Waste Summit, the cities identified strategies they believed would best be pursued for regional implementation. While each city maintains its own solid waste management program and is at a different stage in its waste diversion efforts, they share common goals and challenges that are well-suited to be addressed through a coordinated, regional approach.

Table 15: Regional Strategies Summary

ID	Action	Fiscal Impact	Diversion Impact	Implementation Timeline		
				FY26-30	FY30-35	FY35-40
5.1	Support and/or develop a regional recycling drop-off center within South Metro	$$$	♺	X	X	
5.2	Work together regionally towards improving organic diversion access and supporting a large-scale organics processing infrastructure that accepts food scraps and other compostables	$$$	♺♺♺♺		X	X
5.3	Support efforts to increase multi-family and commercial access to recycling / compost services	$$	♺♺	X	X	X

5.1 Regional Recycling Drop-Off Centers ♺

Drop-off centers can serve as a critical infrastructure asset to manage recyclables. In the Colorado Needs Assessment, it was identified that 80% of the Front Range population had access to both recycling curbside and drop-off options. South Metro is among the 20% of communities that do not have access to recycling through drop-off centers. The closest recycling drop-off centers are located in Aurora and Arvada.

The lack of a recycling drop-off center in the South Metro region was also one of the core recommendations that emerged from stakeholder engagement through focus groups and surveys.

A recycling drop-off center provides additional capacity and convenient access to handle surges in recyclable material, particularly during spring cleaning or move-in

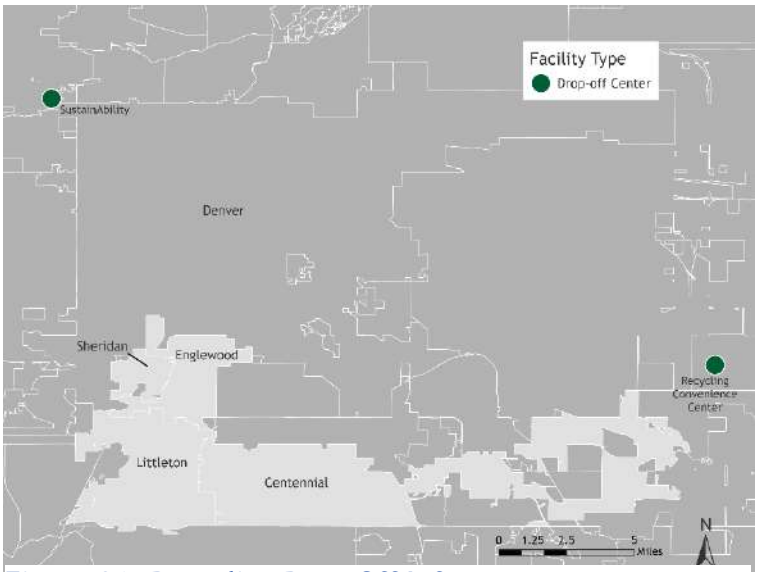


Figure 26: Recycling Drop-Off Infrastructure

and move-out periods. Drop-off centers provide an overflow option that helps prevent overfilled containers and litter. For multi-family residents where property management does not provide adequate recycling access, convenient drop-off centers can offer a place for residents to drop off materials. It is generally best practice for urban environments with populations over 100,000 to establish one drop-off center per 50,000 residents. It is recommended for South Metro to explore establishing up to four regional recycling drop-off centers, conveniently located between the four communities.

While the overall diversion impact may be lower compared to other strategies, due to its reliance on voluntary resident participation, this approach is critical from an equity standpoint, as it significantly improves recycling access for communities that currently lack convenient options.

Implementation Steps

- Identify and secure funding through municipal budgets, statewide funding, or grants.
    - Apply for Colorado Circular Communities (C3) Enterprise funding for infrastructure support or request reimbursements from Circular Action Alliance through Colorado's Extended Producer Responsibility (EPR) Law
- Site and design
- Permit as necessary
- Site development (e.g., utilities, parking, fencing, lighting, roads, pads, etc.)
- Equipment selection & procurement
- Haulers startup & training
- Education and outreach campaign to promote launch of centers
- Launch program and maintain operations

5.2 Regional Organics Facility

The cities of South Metro seek to work together regionally towards improving organic diversion access and supporting a large-scale organics processing infrastructure that accepts food scraps and other compostables.

Organic materials, including food scraps and yard debris, make up 43.4% of South Metro's residential municipal solid waste (MSW). With just under half of the residential waste stream comprised of organic materials, this presents a significant opportunity to increase diversion if capacity is expanded through the development of an organics processing facility.

Implementation Steps and Timeline

- Conduct a feasibility study to determine the capacity needed at a facility, anticipated capital and operating costs, and key considerations.
- Secure funding through municipal budgets, statewide funding, or grants.
- Secure and establish partnerships, which can include regional partnerships and a public-private partnership. This will require a Request for Proposal (RFP).
- Site, design, and permit
- Site development (e.g., aerated static piles (ASP) system, utilities, roads, pads, etc.)
- Equipment selection & procurement
- Secure organic waste feedstock through policy, contracts for collection, and increasing access.

5.3 Support Efforts to Increase Multi-Family and Commercial Access to Recycling / Compost Services

Access to recycling and compost services for multi-family and commercial buildings remains limited across the South Metro region. The four cities of South Metro are committed to supporting efforts to increase multi-family and commercial access to recycling and compost services. The four cities have selected city-specific strategies to support this effort, such as passing an equal space ordinance and leveraging the state's Extended Producer Responsibility (EPR) law, which covers support for multi-family properties.

There are various strategies the region can take to increase recycling and composting access. Below are some example actions that have been successfully employed in communities leading waste diversion programs across the country. Implementation steps, fiscal impacts, and diversion impacts may vary based on the actions South Metro adopts, and its effectiveness will depend on the cumulative impacts of other diversion strategies for multi-family and commercial properties.

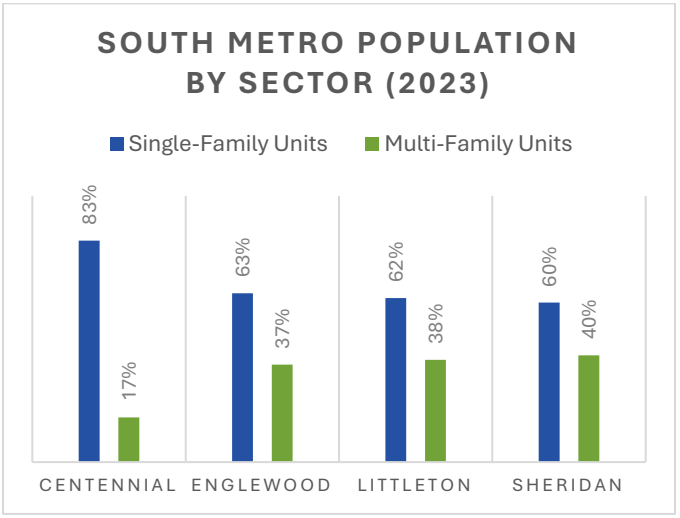


Figure 27: South Metro Population by Sector (2023)

Implementation Steps

- Encourage or require by ordinance commercial and multi-family property owners and/or managers to submit a recycling implementation plan
- Leverage or expand existing green business programs
- Offer technical assistance for property managers including:
  - Resources (e.g., Resident Champion Training toolkit) and information on the South Metro Waste Diversion website
  - Information on how multi-family properties can benefit and request reimbursement from Colorado's EPR Law
  - Downloadable recycling, composting, and trash signs in English/Spanish
  - Sample emails and letter templates to engage tenants and residents in recycling and/or composting information
  - Training and attendance logs for housekeeping or property maintenance staff
  - Flyers or booklets for move-in
  - List of licensed haulers for recycling, composting, and trash services
  - Guidance on creating a green team
  - Public recognition and spotlights of businesses and multi-family properties leading the path on waste diversion

6.0 City of Centennial Diversion Goals and Actions

The City of Centennial, located in Arapahoe County, is home to approximately 106,000 residents. The city is guided by a vision of being a connected community, where neighborhoods matter, education is embraced, businesses are valued, and innovation absolute. Centennial is one of the more densely populated areas in the region, with an average of 3,648 residents per square mile. According to the 2022 US Census, the city had 40,952 households, with an average of 2.59 residents per household. Housing in Centennial is predominantly composed of single-family homes, which account for 83% of all residential units, while multi-family units comprise the remaining 17%.

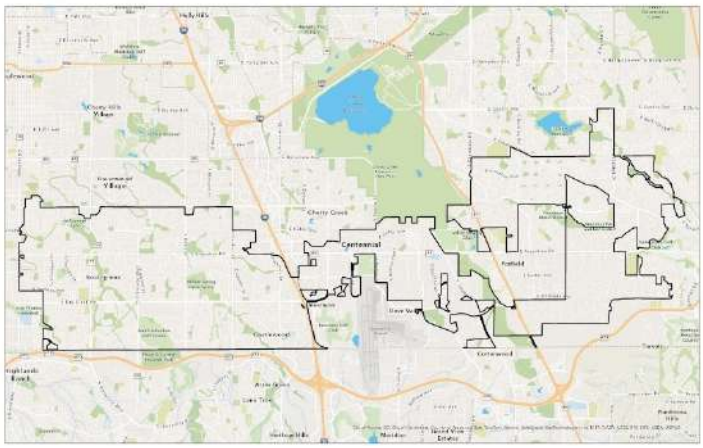


Figure 28: City of Centennial Boundary

Centennial operates under an open market (also referred to as open subscription) solid waste collection system. Under this system, residents and businesses independently contract private haulers for trash and recycling services. The city does not require hauler reporting or licensing. Although some homeowner associations (HOAs) maintain contracts with a single provider, there is limited data on the extent of such agreements within the city. Furthermore, there is insufficient information regarding recycling and composting services or participation rates for multi-family properties and commercial businesses.

The city does not have mandatory recycling requirements, and curbside recycling pricing structures are determined by individual haulers. Composting services are available on a voluntary, opt-in basis, with subscription fees determined by the private market. Residents may choose to divert food and organic waste by subscribing directly to these composting services.

Currently, the city does not have an adopted sustainability plan or defined waste diversion goals. However, city staff have expressed interest in collecting baseline data on waste collection and diversion as a foundation for potential future policy development. While there are no permit requirements for waste haulers, the city does regulate solid waste infrastructure. Furthermore, Chapter 7 Article 5 of Centennial's City Code includes regulations prohibiting dumpsters on residential and public property, with some exemptions.

Centennial provides a "Neighborhood Trash Collection Toolkit" on its city website to encourage neighborhoods (both HOA and non-HOA) to coordinate single-day trash collection. The webpage includes survey forms, tips for proposal setup, and a form for consideration of potential vendors.

In collaboration with the Southeast Metro Stormwater Authority (SEMSWA), the city offers a specialized home collection program through a partnership with Waste Management. The "At Your Door Special Collection Service" allows residents to schedule a collection appointment for household hazardous waste, including automotive products, batteries, garden and household chemicals, paint, electronics, mercury-containing items, and pool chemicals. A $20 co-pay is required per event, and bilingual promotional materials (English and Spanish) are available on SEMSWA's website.

Figure 29: Electronics Recycling in the City of Centennial

Additionally, the city organizes one-day electronics recycling events. In 2024, the city hosted a collection event in April at the Centennial Civic Center, sponsored by Jacobs, the city's contractor for Public Works, Code Compliance and Facilities, and Park and Fleet Maintenance Services.

Centennial also collaborates with the Arapahoe Park and Recreation District and the South Suburban Parks and Recreation District to offer seasonal drop-off events for tree limbs and woody plant materials. These materials are chipped and mulched, and free mulch is made available to residents at designated city locations. A similar service is offered during the winter months to recycle Christmas trees, including the collection of holiday lights at no cost.

Table 16: City of Centennial Strategies Summary

ID	Action	Fiscal Impact	Diversion Impact	Implementation Timeline		
				FY26-30	FY30-35	FY35-40
6.1	Require hauler licensing, including the requirement for haulers to track and report tonnage data	$	♺	X		
6.2	Leverage Colorado's Extended Producer Responsibility (EPR) for recycling programs	$	♺♺	X	X	X
6.3	Explore the transition to organized residential collection (single hauler)	$$	♺♺	X	X	
6.4	Pass an equal space ordinance to ensure commercial recycling access	$	♺♺♺♺	X		
6.5	Promote yard debris curbside services for composting for single-family residents	$	♺♺	X	X	X
6.6	Support the growth of community-scale composting sites for single-family residents	$$	♺	X	X	X
6.7	Support the development of a hard-to-recycle center	$$$	♺		X	
6.8	Ongoing community group engagement with universal and accessible guidelines	$$	♺♺	X	X	X

6.1 Require Hauler Licensing, Including the Requirement for Haulers to Track and Report Tonnage Data ♺

A hauler licensing ordinance is a policy that requires both residential and commercial sector waste haulers to obtain a license through the local governing body to operate within the government's jurisdiction. Licenses can include requirements such as providing proof of insurance, setting prices based on volume of trash containers (pay-as-you-throw), safety requirements, minimum service standards, enforcement mechanisms, or operating only on certain days and during a set timeframe to reduce traffic and noise.

It is considered best practice for hauler licensing policies to also require haulers to regularly report how many tons of trash, recyclables, and organic waste have been collected in their community. This helps establish baseline data for local governments to understand their waste streams and track progress.

Implementation Steps:

- Coordinate regionally with neighboring jurisdictions aiming to implement a similar requirement
- Conduct outreach to stakeholders (haulers and/or residents) to gather insights into potential barriers
- Document feedback on challenges, service gaps, and potential ordinance impacts
- Draft and adopt a hauler licensing ordinance
- Communicate with haulers on new requirements
- Develop a reporting mechanism to receive hauler data annually

6.2 Leverage Colorado's Extended Producer Responsibility (EPR) for Recycling Programs ♺♺

Colorado's Producer Responsibility for Recycling Packaging Program (EPR) requires covered producers to join a Producer Responsibility Organization, and through it, fund and manage the end of life for packaging and paper, including collection, processing, and recycling or composting.

This EPR program will cover 100% of the net recycling service costs for all Colorado single-family and multi-family homes starting in 2026. The state's Producer Responsibility Organization, Circular Action Alliance (CAA), has indicated that it will start by covering recycling costs in communities with organized (non-open market) systems.

Communities that do not currently offer recycling for residents or that have open-market recycling collection systems pose a bigger challenge, and it will take longer to coordinate payments for recycling haulers that choose to participate.

Steps that Centennial can take to fully access the benefits of Colorado's Producer Responsibility program include adopting an equal space ordinance; implementing a hauler licensing ordinance with a requirement for providing recycling bundled into all services; introducing pay-as-you-throw pricing; and/or establishing a municipally coordinated hauling contract or contracts for residential collections.

Implementation Steps:

- Coordinate regionally with neighboring jurisdictions aiming to implement a similar requirement
- Conduct outreach to stakeholders to share information about EPR and gather insights on potential barriers related to ordinance impacts
- Draft and adopt ordinances
- Draft and implement a communications plan to roll out new requirements
- Apply and receive reimbursements provided through Colorado's EPR law for collections

6.3 Explore the Transition to Organized Residential Collection (Single Hauler)

♺♺

Organized Residential Collection refers to a system in which a municipality manages curbside trash and recycling services on behalf of residents through a contract with one or more licensed haulers. Under this model, residents may have the option to opt out of the municipal service for a fee. Municipal contracts can mandate that recycling is included for all households and may incorporate a pay-as-you-throw (PAYT) pricing structure, where fees are based on the size of the trash cart and the volume of waste generated.

This approach can result in lower and more stable service costs for residents, expanded access to recycling, and the expansion of services such as compost collection or bulky item pickup. It also reduces the number of collection trucks on neighborhood streets, thereby minimizing traffic, emissions, and road wear. Organized collection typically covers single-family homes and smaller multi-family buildings (fewer than seven units), with optional participation or phased inclusion available for homeowners associations (HOAs).

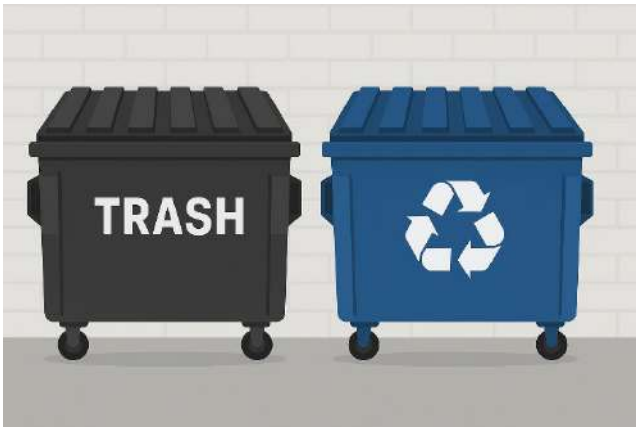
During the stakeholder engagement process for this South Metro Waste Diversion Plan, which included surveys and focus groups, residents throughout the South Metro region consistently raised concerns about the high number of waste haulers operating within the same neighborhoods. Key issues cited included child safety risks, wear and tear of roads, and increased air and noise pollution. Residents also emphasized a lack of accountability under the current open hauling system, expressing a desire for more structured oversight and coordination.

Implementation Steps:

- Engage stakeholders to communicate benefits and gather feedback on potential barriers and service needs
- Conduct a legal review to ensure compliance with state single-hauler regulations
- Coordinate regionally with neighboring jurisdictions aiming to also implement
- Outline implementation steps and timeline

6.4 Pass an Equal Space Ordinance to Ensure Commercial Recycling Access

♺♺♺♺



An **Equal Space Ordinance** requires that all newly constructed commercial buildings allocate the same amount of space for recycling collection infrastructure (such as enclosures, receptacles, chutes, staging areas, and collection rooms) as is allocated for trash.

Insufficient space for recycling is a common barrier for commercial entities. By integrating this requirement into building codes, municipalities can ensure future developments support recycling access without retrofitting existing structures.

In Centennial, approximately 17% of housing consists of multi-family units, and there are 3,633 employer firms, highlighting the importance of planning for equitable recycling infrastructure in both residential and commercial development.

Implementation Steps:

- Conduct outreach to stakeholders to gather insights on potential barriers
- Draft and adopt an equal space ordinance
- Roll out communications plan and consider providing technical support for commercial property managers
- Coordinate with the Community Development Department to align on communicating requirements for new developments and significant site redevelopments

6.5 Promote Yard Debris Curbside Services for Composting for Single-family Residents♺♺

The South Metro Waste Characterization study found that yard debris comprises 20% of the City of Centennial's single-family waste stream, yet less than 1% of the yard debris is being diverted. Promoting curbside yard debris collection for single-family residents could significantly increase the city's waste diversion rate, depending on the level of participation.

Like curbside recycling collection service, adding a third collection point for diverting organic material (yard debris and sometimes food scraps) creates an opportunity to reduce the amount of waste sent to landfills and contribute to the environmental benefits of composting. Local governments can promote the benefits of curbside yard debris collection programs and encourage residents to subscribe.

Implementation Steps:

- Develop outreach materials (e.g., webpage, mailer, social media posts, etc.) to explain the benefits of yard debris composting
- Provide information to residents on how to reach out to haulers for yard debris composting services
- Promote the benefits of composting and diverting yard debris from landfills

6.6 Support Growth of Community-Scale Composting Sites for Single-family Residents♺

Community-scale compost processing sites are much smaller than commercial composting sites and therefore require much less regulation and operational support.

South Metro has a strong network of composting sites available for subscription drop-off services for food scraps. Community compost bins are available to residents for a monthly fee.

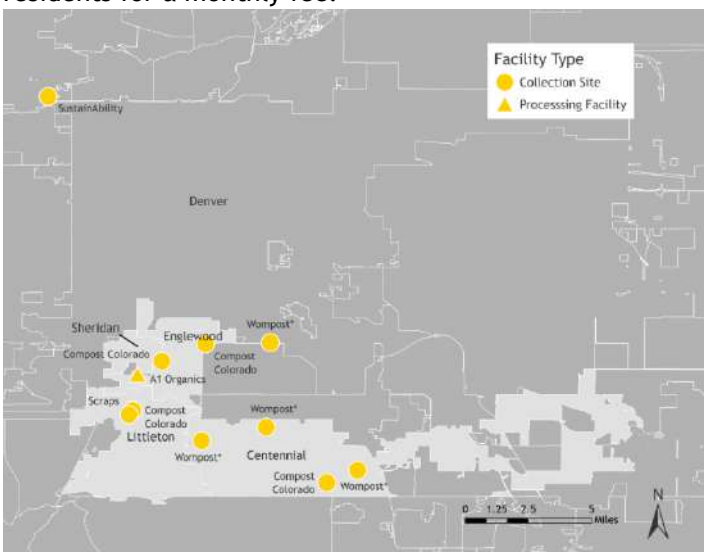


Figure 30: Composting Drop-Offs in South Metro

Additionally, communities can support the growth of local composting sites through partnerships with community garden programs. Communities can also support the growth of local composting by sharing educational resources, including hands-on workshops on how to compost.

Implementation Steps:

- Evaluate market pricing conditions of existing community composting programs in South Metro
- Consider the feasibility of a subsidized community composting program
- Promote existing community-scale composting programs in the region

6.7 Support the Development of a Hard-to-Recycle Drop-Off Center for Textiles, Foam Polystyrene, Plastic Film, etc.

Approximately 13% of the current municipal waste stream is hard-to-recycle (HTR) materials that cannot be diverted through traditional recycling programs. These materials include textiles, electronics, batteries, household hazardous waste, plastic film, other plastics.

Developing a drop-off center can support the collection of these hard-to-recycle materials and incorporate spaces to manage materials that can be reused or otherwise diverted.

Implementation Steps:

- Identify and establish a funding mechanism (e.g., Colorado Circular Communities (C3) Enterprise funding) to support the hard-to-recycle center
- Assess available end markets to consider what would be accepted for collection
- Consider joint procurement with regional cities and/or county.
- Ongoing education to encourage usage of HTR drop-off-center

6.8 Ongoing Community Group Outreach and Engagement

Community outreach and engagement includes public education, feedback collection, community collection events, and direct interaction with residents and organizations on recycling and waste issues. While the City of Centennial implements various recycling-related communication strategies, outreach must be continuous to ensure both current and new residents receive up-to-date information on how to recycle and compost effectively.

Leveraging community groups and peer networks is a powerful strategy to expand awareness and increase participation in waste diversion efforts. One proven approach is to train **Recycling Champions** (local advocates or community ambassadors) within existing groups to share recycling and composting information through their networks.

Training should emphasize local recycling guidelines, using clear and consistent wording and visuals to show what is accepted in the curbside program. To improve accessibility and understanding, materials should be available in multiple languages.

Implementation Steps:

- In partnership with haulers, develop and maintain list of recyclable materials
- Reach out to existing community groups to speak at meetings or events about waste diversion
- Host trainings for interested residents to become Recycling Champions and share knowledge with their networks
- Share information about waste diversion by tabling at public events, meetings, or community centers
- Engage Resident Champions over time with ongoing community efforts (e.g., events, webinars, new resources)
- Continue utilizing the South Metro Waste Diversion website to promote efforts and events

6.9 Tonnage Projections

Table 17: City of Centennial Tonnage Projections (2023-2035)

Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Single-Family													
MSW Disposal (Landfill)	36,353	36,702	37,055	37,453	37,848	38,243	38,623	39,003	39,420	39,831	40,240	40,645	41,046
Diversion	6,492	6,554	6,617	6,688	6,759	6,829	6,897	6,965	7,039	7,113	7,186	7,258	7,330
Total Generation	42,845	43,256	43,672	44,141	44,606	45,072	45,520	45,968	46,459	46,944	47,425	47,903	48,376
Multi-Family													
MSW Disposal (Landfill)	7,341	7,411	7,482	7,563	7,642	7,722	7,799	7,876	7,960	8,043	8,125	8,207	8,288
Diversion	1,311	1,323	1,336	1,350	1,365	1,379	1,393	1,406	1,421	1,436	1,451	1,466	1,480
Total Generation	8,651	8,734	8,818	8,913	9,007	9,101	9,192	9,282	9,381	9,479	9,576	9,673	9,768
Commercial													
MSW Disposal (Landfill)	65,541	66,170	66,806	67,523	68,235	68,947	69,633	70,318	71,069	71,811	72,547	73,278	74,002
Diversion	11,704	11,816	11,930	12,058	12,185	12,312	12,435	12,557	12,691	12,823	12,955	13,085	13,215
Total Generation	77,244	77,986	78,735	79,580	80,420	81,259	82,068	82,875	83,760	84,634	85,502	86,363	87,216
All Sectors													
MSW Disposal (Landfill)	109,234	110,283	111,343	112,538	113,725	114,911	116,056	117,197	118,449	119,685	120,912	122,129	123,336
Diversion	19,506	19,693	19,883	20,096	20,308	20,520	20,724	20,928	21,152	21,372	21,591	21,809	22,024
Total Generation	128,741	129,976	131,226	132,634	134,033	135,431	136,780	138,125	139,601	141,057	142,503	143,938	145,360

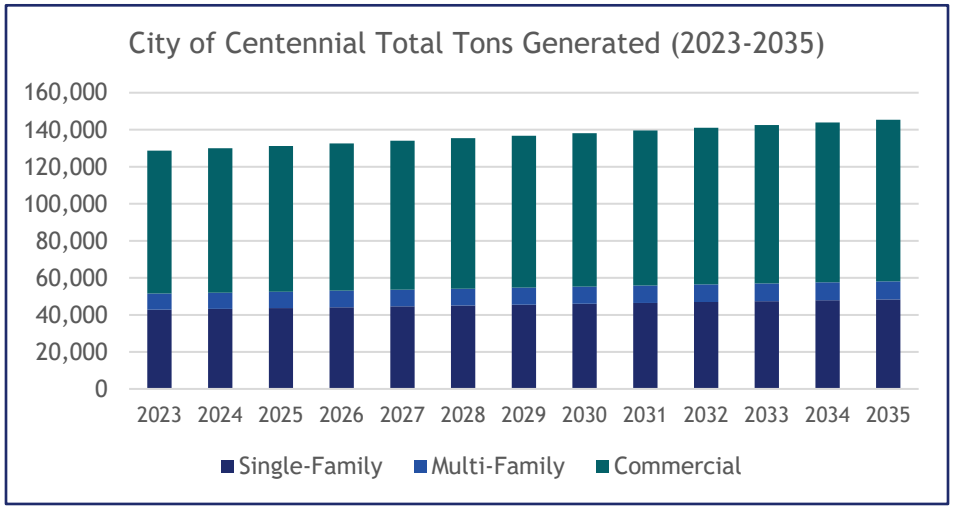


Table 18: City of Centennial Community Profile

Description	2022
Single-Family Units	83.2%
Multi-Family Units	16.8%
Total Number of Households	40,952
Household Size*	2.59
Single-Family Households	34,072
Multi-Family Households	6,880
Single-Family Population	88,927
Multi-Family Population	17,956
Total Population	106,883
Total Employer Firms	3,633

City of Centennial Demographic Snapshot, US Census Bureau 2022

Figure 31: City of Centennial Total Tons Generated (2023-2035)

6.10 Impact Analysis Results

Table 19: City of Centennial Impact Analysis Results

Aim	ID	Strategy	Additional Diversion %	Tons Low	Tons High	GHG Emissions Reduced	Fiscal Impact
Centennial	6.1	Require hauler licensing, including the requirement for haulers to track and report tonnage data	0.6%	800	800	2,368	$
Centennial	6.2	Leverage Colorado's Producer Responsibility (EPR) for recycling programs	3.2%	4,500	4,900	13,421	$
Centennial	6.3	Explore the transition to organized residential collection (single hauler)	2.1%	2,900	3,300	5,289	$$
Centennial	6.4	Pass equal space ordinances to ensure commercial recycling access	5.0%	6,600	8,000	20,847	$
Centennial	6.5	Promote yard waste curbside services for composting for single-family residents	1.4%	1,800	2,200	572	$
Centennial	6.6	Support growth of community-scale composting sites for single-family residents	1.2%	1,500	1,900	498	$$
Centennial	6.7	Develop a hard-to-recycle center for textiles, foam polystyrene, plastic film, etc.	0.6%	900	900	776	$$$
Centennial	6.8	Ongoing community group engagement (such as resident champion training) with universal and accessible guidelines	1.5%	2,100	2,300	2,709	$$
			15.6%	**21,100**	**24,300**	**46,479**	

Fiscal Impact	
Fiscal Impact on Tons Diverted	Estimated Fiscal Range
$	< $10,000
$$	$10,000 – < $100,000
$$$	≥ $100,000

7.0 City of Englewood Waste Diversion Goals and Actions

Located in the heart of the Denver metropolitan region, the City of Englewood is home to approximately 34,000 residents. The 7-square-mile city is an independent full-service community with the third highest concentration of millennials in Colorado. Englewood is connected by two light rail stops on the Denver regional passenger rail system and is accessible from US Highway 285, US Highway 85, and bus services provided by the Regional Transportation District (RTD). The Englewood Trolley is a free-fare bus option that connects Englewood light rail station to downtown Englewood, the medical district, and the civic center. Housing in Englewood is predominantly composed of single-family homes, which account for 63% of all residential units, while multi-family units comprise the remaining 37%.

Figure 32: Englewood Downtown Map

The City of Englewood operates in an open market structure for both residents and businesses. Although haulers must obtain a license through the city to operate, they are not required to report their tonnages to the city. Residents must opt in to recycling services through private haulers at open market rates.

Residents are required to store trash in containers to prevent scattering by animals or weather and to reduce offensive odors. Englewood restricts when containers can be set out in front of a property to no more than 24 hours before collections. Containers must be stored at the rear of the property and positioned so they do not obstruct alley rights-of-way. Finally, all households and businesses are required to have trash removal service at least once a week.

Private haulers performing trash hauling in the city must first obtain a license pursuant to City Code §5-26. Collections are limited to Mondays and Wednesdays, and haulers are prohibited from

Figure 33: Englewood Sustainability Staff Tabling on Earth Day

collecting between the hours of 10:00 p.m. and 7:00 a.m. Under the city's trash hauler licensing requirements, haulers must offer recycling services to Englewood residents. The list of licensed city trash haulers is posted annually on the city's code-enforcement website, with approximately six haulers licensed in 2024.

In 2021, Englewood estimated tonnage data for the city using data received from two large haulers to inform its greenhouse gas inventory. City staff estimated that approximately 9,000 tons of waste were generated by businesses and 73,000 tons of waste were generated by households in 2021.

The City of Englewood's 2022-2025 Strategic Plan includes a waste and recycling subsection as one of their eight sustainability goals listed under the sustainability priority area. The listed waste and recycling-related projects include construction and demolition waste, green building codes, hazardous and electronic collection, public education and outreach, and implementing a compost program at all city facilities. Additionally, the city's webpage lists several waste-related programs that are in various stages of completion, including goals to track tonnage, fully implement the new At-Your-Door hazardous waste pickup program, increase public outreach and education, prepare for the state's 2026 Extended Producer Responsibility program, and expand construction & demolition (C&D) debris recycling options. These stated projects help Englewood's elected officials, city staff, and residents envision improved waste systems.

Figure 34: City of Englewood's Sustainability Plan

The City of Englewood hosted multiple special collection events throughout each year for materials such as household hazardous waste, medicine, and electronic waste until 2024. In response to growing resident demand for a year-round disposal option, Englewood implemented the "At Your Door" service in 2024 through a partnership with Waste Management to collect household hazardous waste and electronics.

Table 20: City of Englewood Strategies Summary

ID	Action	Fiscal Impact	Diversion Impact	Implementation Timeline		
				FY26-30	FY30-35	FY35-40
7.1	Work with internal city departments (such as Parks, Recreation, Library, and Golf (PRLG) and/or the Public Works Department) to utilize finished compost in municipal projects and the Community Development Department to connect developers with the finished compost	$$	♺	X	X	
7.2	Establish a construction & demolition (C&D) recycling ordinance	$	♺♺♺♺	X		
7.3	Implement food scraps curbside services for composting for single-family residents	$$$	♺♺	X	X	
7.4	Leverage Colorado's Extended Producer Responsibility (EPR) for recycling programs	$	♺♺♺	X	X	X
7.5	Pass an equal space ordinance to ensure multi-family and commercial recycling access	$	♺♺♺♺	X	X	
7.6	Support the transition to organized residential collection across the city (single hauler) especially when financially and accessibility conducive for majority of residents	$$	♺♺	X	X	
7.7	Ongoing community group engagement (such as Resident Champion training) with universal recycling and accessible guidelines	$$	♺♺	X	X	X
7.8	Explore business waste diversion grants	$$	♺	X		
7.9	Repair/reuse events such as fix-it clinics	$	♺	X		

7.1 Utilize Finished Compost in Municipal Projects and Connect Developers with the Finished Compost♺

An effective strategy to improve soil health and support local composting businesses is for local governments to purchase and apply locally produced compost and mulch in public works projects.

Local governments can play a significant role in ensuring that locally manufactured compost and mulch are integrated into open space, landscaping, and public works projects.

Closing the loop on organics recycling by buying and using local compost and mulch is critical to a sustainable organics program. Communities that incorporate finished compost often see great benefits, such as improved soil health, reduced erosion, and support for local composting infrastructure. People and entities using these products, or "end markets," are essential to creating a circular economy for organic materials.

Implementation Steps:

- Identify areas where finished compost can be used for local public works, parks, or development projects
- Partner, source, and utilize local finished compost for Englewood public works, parks or development projects

7.2 Establish a Construction and Demolition (C&D) Recycling Ordinance ♺♺♺♺

Construction and Demolition (C&D) Recycling Ordinances require contractors to sort and recycle recoverable materials, such as untreated wood, metals, cardboard, and aggregates, most of which are generated during demolition activities.

These ordinances often include square footage thresholds, exempting smaller projects from compliance. Effective implementation depends on the availability of sorting infrastructure, access to end markets, and strong coordination with contractors. One common compliance mechanism is a deposit system, where contractors submit a financial deposit based on project size. The deposit is refunded upon proof of compliance with recycling requirements.

A complementary strategy is **deconstruction**, a process that involves systematically dismantling buildings to preserve materials for reuse. This approach can reduce the need for recycling infrastructure by diverting materials directly into reuse pathways.

C&D recycling ordinances are currently enforced in the cities of Lakewood, Fort Collins, and Boulder. The City and County of Denver are also in the process of developing and implementing similar policies.

Implementation Steps:

- Conduct a detailed C&D end market and recovery infrastructure assessment.
- Coordinate regionally with neighboring jurisdictions aiming to implement a similar requirement
- Conduct outreach to stakeholders (e.g., developers, haulers, residents) to gather insights into potential barriers
- Document feedback on challenges, service gaps, and potential ordinance impacts
- Draft and adopt a C&D recycling ordinance
- Communicate new requirements
- Coordinate with Planning & Zoning to engage with development and re-development projects

7.3 Implement Food Scraps Curbside Services for Composting for Single-family Residents ♺♺

It is estimated that by 2035, the City of Englewood's single-family sector will generate roughly 2,300 tons of food scraps and other compostables per year, or roughly 29% of its total waste generated.

A dedicated curbside service for food scraps can significantly divert the amount of landfill-bound material and contribute to the environmental benefits of composting. Local governments can promote the benefits of curbside food scraps collection programs.

Implementation Steps:

- Coordinate regionally with neighboring jurisdictions aiming to implement a similar program
- Define program goals and scope
- Design service model
- Establish a wait list to understand residential demand
- Procure equipment or contract out services; consider a joint purchasing agreement with regional partners to achieve economies of scale
- Develop an outreach and education campaign
- Launch program
- Monitor and evaluate performance

7.4 Leverage Colorado's Extended Producer Responsibility (EPR) for Recycling Programs ♺♺♺

Colorado's Producer Responsibility (EPR) for Recycling Packaging Program requires covered producers to join a Producer Responsibility Organization (PRO), and through it, fund and manage the end of life for packaging and paper, including collection, processing, and recycling or composting.

This EPR program will cover 100% of the net recycling service costs for all Colorado single-family and multi-family homes starting in 2026. The state's PRO, Circular Action Alliance (CAA), has indicated that they will start by covering recycling costs in communities with organized (non-open market) systems.

Communities that do not currently have recycling for residents or that have open market recycling collection systems pose a bigger challenge, and it will take longer to coordinate payments for recycling haulers that choose to participate.

To fully access the benefits of Colorado's Producer Responsibility program, it is recommended that the city considers adopting an equal space ordinance; implement a hauler licensing ordinance with a requirement for providing recycling bundled into all services; introduce pay-as-you-throw pricing; and establish a municipally coordinated hauling contract or contracts for residential collections.

Implementation Steps:

- Coordinate regionally with neighboring jurisdictions aiming to implement a similar requirement
- Conduct outreach to stakeholders to share information about EPR and gather insights on potential barriers related to ordinance impacts
- Draft and adopt ordinances
- Draft and implement a communications plan to roll out new requirements
- Apply and receive reimbursements provided through Colorado's EPR law for collections

7.5 Pass an Equal Space Ordinance to Ensure Commercial and Multi-Family Recycling Access ♺♺♺♺

An **Equal Space Ordinance** requires that all newly constructed commercial buildings allocate the same amount of space for recycling collection infrastructure (such as enclosures, receptacles, chutes, staging areas, and collection rooms) as is allocated for trash.

Insufficient space for recycling is a common barrier for commercial entities, particularly in dense urban areas. By integrating this requirement into building codes, municipalities can ensure future developments support recycling access without retrofitting existing structures.

In Englewood, approximately 37% of housing consists of multi-family units, and there are 1,475 employer firms, highlighting the importance of planning for equitable recycling infrastructure in both residential and commercial development.

Implementation Steps:

- Conduct outreach to stakeholders to gather insights on potential barriers
- Draft and adopt an equal space ordinance
- Roll out a communications plan and consider providing technical support for commercial property managers
- Coordinate with the Planning & Zoning Department to align on communicating new requirements for new developments and significant site redevelopments

7.6 Support the Transition to Organized Residential Collection Across the City (Single Hauler) ♺♺

Organized Residential Collection refers to a system in which a municipality manages curbside trash and recycling services on behalf of residents through a contract with one or more licensed haulers. Under this model, residents may have the option to opt out of the municipal service for a fee. Municipal contracts can mandate that recycling is included for all households and may incorporate a pay-as-you-throw (PAYT) pricing structure, where fees are based on the size of the trash cart and the volume of waste generated.

This approach can result in lower and more stable service costs for residents, expanded access to recycling, and the expansion of services such as compost collection or bulky item pickup. It also reduces the number of collection trucks on neighborhood streets, thereby minimizing traffic, emissions, and road wear. Organized collection typically covers single-family homes and smaller multi-family buildings (fewer than seven units), with optional participation or phased inclusion available for homeowners associations (HOAs).

In 2019, the Englewood City Council began collecting public feedback to explore the concept of franchising and having a single hauler carry out collections for the city. This was paired with a robust campaign, “Talk n’ Trash,” which included a community-wide survey and in-person meetings at the Englewood City Center. In response to public feedback, the city issued a request for proposals in 2021 for waste haulers to provide collection to all residential properties and received two submissions. After an extensive engagement period, results showed that people were concerned about cost, reliability of service, and yard debris collection, along with interest in composting at an additional cost. In the spring of 2022, the City Council discussed at length the idea of converting to a single hauler organized collection system for garbage and recycling but the proposal was ultimately tabled. Survey results at this time showed that residents were divided on the issue.

Since the initial evaluation, additional survey and focus groups conducted in 2024 for this South Metro Waste

Diversion Plan revealed that residents consistently raised concerns about the high number of waste haulers operating within the same neighborhoods. Key issues cited included child safety risks, wear and tear of roads, and increased air and noise pollution. Residents also emphasized a lack of accountability under the current open hauling system, expressing a desire for more structured oversight and coordination.

Furthermore, with the state's Extended Producer Responsibility law set to take effect in 2026, which will cover net recycling service costs for all single-family and multi-family homes, and with CAA indicating they will begin supporting communities with organized collection systems, this is an opportune time for Englewood to revisit its approach. With recycling costs covered by EPR, the overall financial benefit to residents could — and likely will — be drastically increased compared to the 2022 hauler bid.

As such, the City of Englewood seeks to support the transition to organized residential collections across the city if it is **financially and accessibly conducive for a majority of the residents**.

Implementation Steps:

- Preliminary assessment, including a cost-benefit analysis to determine whether a single hauler will be more financially conducive and accessible for the majority of residents, especially considering that recycling costs will be covered under EPR
- Coordinate regionally with neighboring jurisdictions aiming to also implement a single-hauler system
- Engage stakeholders to communicate benefits and gather feedback on potential barriers and service needs
- Conduct a legal review to ensure compliance with state single-hauler regulations
- State law requires the city to give written notice to any existing service providers within six months of charging a fee for residential solid waste services. The notice must also be posted in a local newspaper of general circulation and include the impacted area, the start date of the fee, and an explanation of the option to request a chance to bid on the residential services.
- Work with the city attorney's office to ensure compliance with state law
- Outline implementation steps and timeline

7.7 Ongoing Community Group Outreach and Engagement

♺♺

Community outreach and engagement includes public education, feedback collection, community collection events, and direct interaction with residents and organizations on recycling and waste issues. While the City of Englewood implements various recycling-related communication strategies, outreach must be continuous to ensure both current and new residents receive up-to-date information on how to recycle and compost effectively.

Leveraging community groups and peer networks is a powerful strategy to expand awareness and increase participation in waste diversion efforts. One proven approach is to train **Recycling Champions** (local advocates or community ambassadors) within existing groups to share recycling and composting information through their networks.

Training should emphasize local recycling guidelines, using clear and consistent wording and visuals to show what is accepted in the curbside program. To improve accessibility and understanding, materials should be available in multiple languages.

Implementation Steps:

- Reach out to existing community groups to speak at meetings or events about waste diversion
- Host trainings for interested residents to become Recycling Champions and share knowledge with their networks
- Share information about waste diversion by tabling at public events, meetings, or community centers
- Engage Resident Champions over time with ongoing community efforts (e.g., events, webinars, new resources)
- Continue utilizing the South Metro Waste Diversion website to promote efforts and events

7.7 Explore Business Waste Diversion Grants ♺

Businesses, especially restaurants that generate large volumes of food scraps, may be interested in subscribing to an organics collection service, but the cost of service can be a barrier. Local governments can create a financial incentive or grant program to encourage the private sector to sign up for organic collection services.

Businesses can be reimbursed for infrastructure, hauling, compostable food service ware, education, training, and signage. Financial incentives can also build support for a future commercial composting ordinance, as it creates local case studies of successful organics diversion programs.

Implementation Steps:

- Identify funding source for grants
- Design grant program framework
  - Define eligible applicants
  - Establish match requirements, if any
  - Outline funding amounts and funding categories
  - Develop an application, review, and selection process
- Launch and promote the grant program through a communications plan
- Award and administer grant agreements

7.8 Repair/Reuse Infrastructure such as Fix-It Clinics ♺

Repair and reuse opportunities help reduce unnecessary waste and strengthen communities by empowering individuals to fix or repurpose items instead of sending them to landfills.

Repair and Reuse Fix-It Clinics are community-driven events designed to reduce waste by helping residents repair broken items instead of discarding them. These clinics empower individuals to extend the life of everyday products, such as small appliances, electronics, bicycles, clothing, and furniture, through hands-on guidance from volunteer fixers. They promote a culture of reuse, encourage skill-building, and foster environmental stewardship by keeping valuable materials out of landfills.

Fix-it clinics also offer educational opportunities, raising awareness about product longevity and the environmental impact of a throwaway culture.

To implement a fix-it clinic, a city or organization typically partners with a local library, community center, or nonprofit to host the event. Planning includes recruiting skilled volunteers (e.g., tinkerers, mechanics, tailors), advertising the clinic to the community, and

coordinating logistics such as tools, tables, signage, and registration. Some cities also provide liability waivers and ask participants to stay and assist in the repair process to promote learning. A successful fix-it clinic relies on community engagement, accessible locations, and ongoing support to build momentum for future events and grow a local reuse movement.

Additionally, cities can promote additional reuse opportunities such as thrift stores, resale stores, repurposed buildings, local 'buy-nothing' groups, and more. Communities can support these initiatives by funding repair/fix-it clinics, creating a reuse directory, or funding the development of infrastructure to host repair clinics and reuse.

Implementation Steps:

- Identify partners such as libraries to host fix-it events
- Identify volunteers or champions to support the events
- Promote through the city and South Metro websites and social media channels
- Develop a reuse directory for community members to search for local reuse opportunities

7.9 City of Englewood Tonnage Projections

Table 21: City of Englewood Tonnage Projections (2023-2035)

Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Single-Family													
MSW Disposal (Landfill)	8,883	8,969	9,055	9,152	9,249	9,345	9,438	9,531	9,633	9,733	9,833	9,932	10,030
Diversion	1,586	1,602	1,617	1,634	1,652	1,669	1,685	1,702	1,720	1,738	1,756	1,774	1,791
Total Generation	10,469	10,571	10,672	10,786	10,901	11,014	11,123	11,233	11,353	11,471	11,589	11,706	11,821
Multi-Family													
MSW Disposal (Landfill)	5,128	5,177	5,227	5,283	5,339	5,395	5,448	5,502	5,561	5,619	5,676	5,734	5,790
Diversion	916	925	933	943	953	963	973	983	993	1,003	1,014	1,024	1,034
Total Generation	6,044	6,102	6,160	6,226	6,292	6,358	6,421	6,485	6,554	6,622	6,690	6,758	6,824
Commercial													
MSW Disposal (Landfill)	21,017	21,219	21,423	21,653	21,881	22,110	22,330	22,549	22,790	23,028	23,264	23,499	23,731
Diversion	3,753	3,789	3,826	3,867	3,907	3,948	3,987	4,027	4,070	4,112	4,154	4,196	4,238
Total Generation	24,770	25,008	25,249	25,520	25,788	26,058	26,317	26,576	26,860	27,140	27,419	27,695	27,969
All Sectors													
MSW Disposal (Landfill)	35,029	35,365	35,705	36,088	36,469	36,850	37,217	37,582	37,984	38,380	38,774	39,164	39,551
Diversion	6,255	6,315	6,376	6,444	6,512	6,580	6,646	6,711	6,783	6,854	6,924	6,994	7,063
Total Generation	41,284	41,680	42,081	42,532	42,981	43,430	43,863	44,293	44,767	45,234	45,698	46,158	46,614

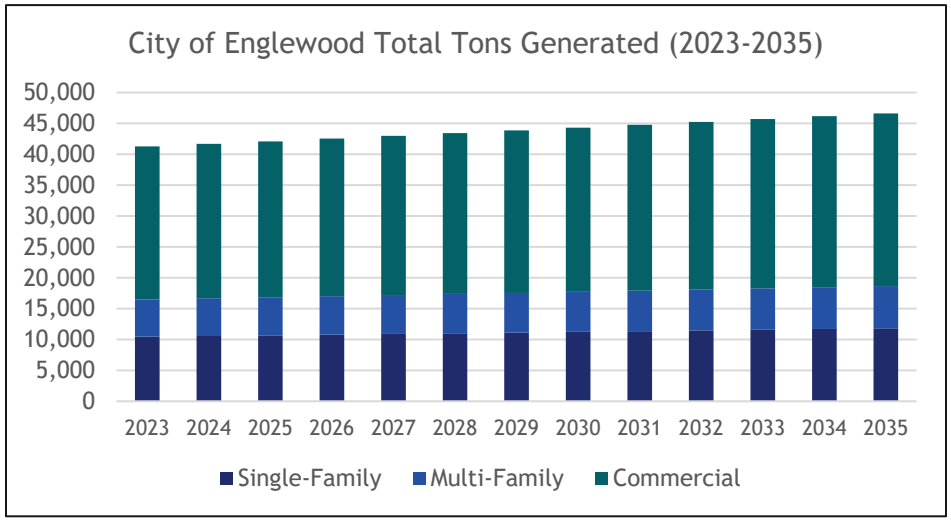


Figure 35: City of Englewood Total Tons Generated (2023-2035)

Table 22: City of Englewood Community Profile

Description	2022
Single-Family Units	63.4%
Multi-Family Units	36.6%
Total Number of Households	15,686
Household Size*	2.11
Single-Family Households	9,945
Multi-Family Households	5,741
Single-Family Population	21,730
Multi-Family Population	12,545
Total Population	34,275
Total Employer Firms	1,475

City of Englewood Demographic Snapshot, US Census Bureau 2022

7.10 Impact Analysis Results

Table 23: City of Englewood Impact Analysis Results

Aim	ID	Strategy	Additional Diversion %	Tons Low	Tons High	GHG Emissions Reduced	Fiscal Impact
Englewood	7.1	Work with parks departments to utilize finished compost in municipal projects and connect developers with the finished compost	0.0%	n/a	n/a	n/a	$$
Englewood	7.2	Establish a C&D recycling ordinance	6.2%	2,800	3,050	1,112	$
Englewood	7.3	Implement food waste curbside services for composting for single-family residents	1.9%	900	950	265	$$$
Englewood	7.4	Leverage Colorado's Extended Producer Responsibility (EPR) for recycling programs	3.9%	1,700	1,890	5,063	$
Englewood	7.5	Pass an equal space ordinance to ensure multi-family and commercial recycling access	5.6%	2,500	2,730	7,332	$
Englewood	7.6	Support the transition to organized residential collection across the city (single hauler) especially when financially and accessibility is conducive for majority of residents	1.7%	800	840	1,418	$$
Englewood	7.7	Ongoing community group engagement (such as resident champion training) with universal and accessible guidelines	2.4%	1,000	1,160	1,014	$$
Englewood	7.8	Explore business organics grants	1.1%	500	530	140	$$
Englewood	7.9	Repair/reuse infrastructure such as fix-it clinics	0.2%	100	110	37	$
			23.0%	**10,300**	**11,260**	**16,381**	

Fiscal Impact	
Fiscal Impact on Tons Diverted	Estimated Fiscal Range
$	< $10,000
$$	$10,000 - < $100,000
$$$	≥ $100,000

8.0 City of Littleton Waste Diversion Goals and Actions

The City of Littleton is a municipality spanning across three counties: Arapahoe, Douglas, and Jefferson. The 13-square-mile city is home to approximately 45,000 people and 2,000 diverse businesses and organizations. Littleton has more than 59 parks and open spaces with access to two light rail stations that provide convenient service to Downtown Denver. Littleton has experienced growth and development over the years, evolving into a dynamic urban center within the greater Denver region. According to the latest census available, 62% of Littleton's housing type consists of single-family homes and 38% are multi-family homes. The city anticipates growth in the multi-family housing pipeline over the next 5-10 years, with an additional 2,732 multi-family properties vs. 420 single-family homes.

Waste collections are carried out through an open market structure where residents and businesses subscribe directly with haulers for collection of trash and recycling services. Littleton currently does not have a hauler licensing program, resulting in limited data on which haulers operate in the city, how many tons of trash and recyclables are collected, and where those materials are processed. On the city's website, Littleton encourages residents to coordinate services for their street, block, or neighborhood. Approximately 14-17 haulers of varying services (organics, bulk, trash and recycling, medical and hazardous waste) serve the City of Littleton.

Littleton's City Code includes regulations on waste transportation, minimum services provided, dumping restrictions, waste incineration, and container requirements. The City of Littleton does not license or permit private haulers. For noise control, City Code §7-3-5 restricts garbage, trash, or compactor hauling operations between 10:00 p.m. and 7:00 a.m. within 800 feet of residential areas or within 300 feet of any hotel or motel.

The City of Littleton has contracted with a waste hauler to provide At-Your-Door pickup services for household hazardous waste and electronics. The city also hosts special events for cooking oil and prescription drugs through the Littleton Police Department's Drug Take-Back Day. The city offers a Christmas tree recycling program that turns trees into mulch for the community, as well as a leaf recycling program in the fall.

Figure 36: Christmas Tree Recycling in Littleton

The City of Littleton is committed to the environment and is making progress towards its environmental programs and initiatives. In December 2022, Littleton City Council unanimously voted to create the Environmental Stewardship Board and tasked the appointed group of residents with drafting an environmental stewardship action plan that includes recommendations to enhance the city's sustainability efforts. The draft plan included 89 recommended actions spanning categories of air quality/emissions, built environment, consumption and waste diversion, natural environment, water, and community. Two significant recommendations include the exploration of a single hauler and providing every building with recycling and composting options.

Table 24: City of Littleton Strategies Summary

ID	Action	Fiscal Impact	Diversion Impact	Implementation Timeline		
				FY26-30	FY30-35	FY35-40
8.1	Implement yard debris curbside services for composting for single-family residents	$$$	♺♺♺	X		
8.2	Implement food scraps curbside services for composting for single-family residents	$$$	♺♺	X	X	
8.3	Leverage Colorado's Extended Producer Responsibility (EPR) for recycling programs	$	♺♺♺	X	X	X
8.4	Require hauler licensing, including the requirement for haulers to track and report tonnage data	$	♺	X		
8.5	Pass an equal space ordinance to ensure commercial recycling access	$	♺♺♺	X	X	
8.6	Support the transition to organized collection (single hauler)	$$	♺♺	X	X	
8.7	Ongoing community group outreach and engagement Update websites with guidelines, events, and sorting tool	$$	♺♺♺	X	X	X
8.8	Explore adopting a universal recycling ordinance	$	♺♺		X	
8.9	Establish a construction & demolition (C&D) recycling ordinance	$	♺♺♺♺	X		

8.1 Implement Yard Debris Curbside Services for Composting for Single-family Residents

♺♺♺

The South Metro Waste Characterization study found that yard debris comprises 20% of the City of Littleton's single-family waste stream, yet less than 1% of the yard debris is being diverted. Promoting curbside yard debris collection for single-family residents could significantly increase the city's waste diversion rate, depending on the level of participation.

Like curbside recycling collection service, adding a third collection point for diverting organic material (yard debris and sometimes food scraps) creates an opportunity to reduce the amount of waste sent to landfills and contribute to the environmental benefits of composting. Local governments can promote the benefits of curbside yard debris collection programs and encourage residents to subscribe.

Implementation Steps:

- Define program goals and scope
- Design service model
- Procure equipment or contract out services; consider a joint purchasing agreement with regional partners to achieve economies of scale
- Develop an outreach and education campaign
- Launch program
- Monitor and evaluate performance

8.2 Implement Food Scraps Curbside Services for Composting for Single-family Residents

♺♺

It is estimated that by 2035, the City of Littleton's single-family sector will generate roughly 2,900 tons of food scraps and other compostables per year, or roughly 20% of its total generated waste.

A dedicated curbside service for food scraps can significantly divert the amount of landfill-bound material and contribute to the environmental benefits of composting. Local governments can promote the benefits of curbside food scraps collection programs.

Implementation Steps:

- Coordinate regionally with neighboring jurisdictions aiming to implement a similar program
- Define program goals and scope
- Design service model
- Establish a wait list to understand residential demand
- Procure equipment and services; consider a joint purchasing agreement with regional partners to achieve economies of scale
- Develop an outreach and education campaign
- Launch program
- Monitor and evaluate performance

8.3 Leverage Colorado's Extended Producer Responsibility (EPR) for Recycling Programs ♺♺♺

Colorado's Producer Responsibility (EPR) for Recycling Packaging Program requires covered producers to join a Producer Responsibility Organization (PRO), and through it, fund and manage the end of life for packaging and paper, including collection, processing, and recycling or composting.

This EPR program will cover 100% of the net recycling service costs for all Colorado single-family and multi-family homes starting in 2026. The state's PRO, Circular Action Alliance (CAA), has indicated it will start by covering recycling costs in communities with organized (non-open market) systems.

Communities that do not currently offer recycling for residents or that have open market recycling collection systems pose a bigger challenge, and it will take longer to coordinate payments for recycling haulers that choose to participate.

To fully access the benefits of Colorado's Producer Responsibility program, it is recommended that the city considers adopting an equal space ordinance, a hauler licensing ordinance with a requirement for providing recycling bundled into all services, incorporate pay-as-you-throw pricing, and establish a municipally coordinated hauling contract or contracts for residential collections.

Implementation Steps:

- Coordinate regionally with neighboring jurisdictions aiming to implement a similar requirement
- Conduct outreach to stakeholders to share information about EPR and gather insights on potential barriers related to ordinance impacts
- Draft and adopt ordinances
- Draft and implement a communications plan to roll out new requirements
- Apply and receive reimbursements provided through Colorado's EPR law for collections

8.4 Require Hauler Licensing, Including the Requirement for Haulers to Track and Report Tonnage Data ♺

A hauler licensing ordinance is a policy that requires both residential and commercial sector waste haulers to obtain a license through the local governing body to operate within the government's jurisdiction. Licenses can include requirements such as providing proof of insurance, setting prices based on volume of trash containers (pay-as-you-throw), safety requirements, minimum service standards, enforcement mechanisms, or operating only on certain days and during a set timeframe to reduce traffic and noise.

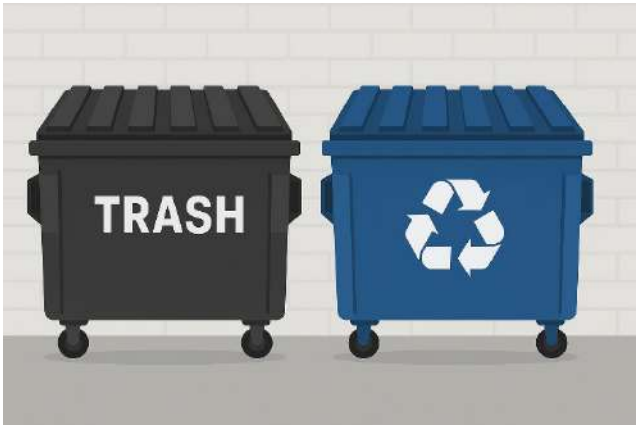
It is considered best practice for hauler licensing policies to also require haulers to regularly report how many tons of trash, recyclables, and organic waste have been collected in their community. This helps establish baseline data for local governments to understand their waste streams and track progress. This tonnage data could also provide data necessary for the greenhouse gas inventory.

Implementation Steps:

- Coordinate regionally with neighboring jurisdictions aiming to implement a similar requirement
- Conduct outreach to stakeholders (haulers and/or residents) to gather insights into potential barriers
- Document feedback on challenges, service gaps, and potential ordinance impacts
- Draft and adopt a hauler licensing ordinance
- Communicate with haulers on new requirements
- Develop a reporting mechanism to receive hauler data annually

8.5 Pass an Equal Space Ordinance to Ensure Commercial and Multi-Family Recycling Access

♺♺♺



An **Equal Space Ordinance** requires that all newly constructed commercial buildings allocate the same amount of space for recycling collection infrastructure (such as enclosures, receptacles, chutes, staging areas, and collection rooms) as is allocated for trash.

Insufficient space for recycling is a common barrier for commercial entities, particularly in dense urban areas. By integrating this requirement into building codes, municipalities can ensure future developments support recycling access without retrofitting existing structures.

In Littleton, approximately 38% of housing consists of multi-family units, and there are 1,825 employer firms, highlighting the importance of planning for equitable recycling infrastructure in both residential and commercial development.

Implementation Steps:

- Conduct outreach to stakeholders to gather insights on potential barriers
- Draft and adopt an equal space ordinance
- Roll out a communications plan and consider providing technical support for commercial property managers
- Coordinate with the Planning & Zoning Department to align on communicating new requirements for new developments and significant site redevelopments

8.6 Support the Transition to Organized Residential Collection (Single Hauler)

♺♺

Organized Residential Collection refers to a system in which a municipality manages curbside trash and recycling services on behalf of residents through a contract with one or more licensed haulers. Under this model, residents may have the option to opt out of the municipal service for a fee. Municipal contracts can mandate that recycling is included for all households and may incorporate a pay-as-you-throw (PAYT) pricing structure, where fees are based on the size of the trash cart and the volume of waste generated.

This approach can result in lower and more stable service costs for residents, expanded access to recycling, and the addition of services such as compost collection or bulky item pickup. It also reduces the number of collection trucks on neighborhood streets, thereby minimizing traffic, emissions, safety concerns, and road wear. Organized collection typically covers single-family homes and smaller multi-family buildings (fewer than seven units), with optional participation or phased inclusion available for homeowners associations (HOAs).

During the stakeholder engagement process for this South Metro Waste Diversion Plan, which included surveys and focus groups, residents throughout the South Metro region consistently raised concerns about the high number of waste haulers operating within the same neighborhoods. Key issues cited included child safety risks, wear and tear of roads, and increased air and noise pollution. Residents also emphasized a lack of accountability under the current open hauling system, expressing a desire for more structured oversight and coordination.

Implementation Steps:

- Engage stakeholders to communicate benefits and gather feedback on potential barriers and service needs
- Conduct a legal review to ensure compliance with state single-hauler regulations
- Coordinate regionally with neighboring jurisdictions aiming to also implement
- Outline implementation steps and timeline

8.7 Ongoing Community Group Outreach and Engagement

♺♺♺

Community outreach and engagement includes public education, feedback collection, community collection events, and direct interaction with residents and organizations on recycling and waste issues. While the City of Littleton implements various recycling-related communication strategies, outreach must be continuous to ensure both current and new residents receive up-to-date information on how to recycle and compost effectively.

Leveraging community groups and peer networks is a powerful strategy to expand awareness and increase participation in waste diversion efforts. One proven approach is to train **Recycling Champions** (local advocates or community ambassadors) within existing groups to share recycling and composting information through their networks.

Training should emphasize local recycling guidelines, using clear and consistent wording and visuals to show what is accepted in the curbside program. To improve accessibility and understanding, materials should be available in multiple languages.

Implementation Steps:

- Reach out to existing community groups to speak at meetings or events about waste diversion
- Host trainings for interested residents to become Recycling Champions and share knowledge with their networks
- Share information about waste diversion by tabling at public events, meetings, or community centers
- Engage Resident Champions over time with ongoing community efforts (events, webinars, new resources)
- Continue utilizing the South Metro Waste Diversion website to promote efforts and events

8.7.1 Update Websites with Guidelines, Events and Sorting Tool

The recommended best practice is to have a comprehensive city webpage dedicated to recycling/waste diversion to give residents a central location to find accurate, up-to-date information and recycling guidelines.

A sorting tool is an interactive web component for residents to practice sorting items and materials on a website or app. With this option, a city can choose key items to feature in the virtual game to help inform residents.

Implementation Steps:

- Create recycling guidelines and post on website
- Contract with a web developer to create an interactive web component for residents to practice sorting items into recycling or trash
- Keep website updated with events and program changes
- Create and widely distribute graphic and bilingual guidelines and train municipal staffers on waste guidelines

8.7.2 Create and Widely Distribute Graphic and Bilingual Guidelines and Train Municipal Staff on Waste Guidelines

Guidelines for what can and cannot be recycled, (or composted, if available in the community), should be clear and specific, with images of materials/items alongside descriptive text in both English and Spanish.

Every time a material is referenced, it should be accompanied by an image that is shown consistently across media. Photos are preferred over drawings to ensure people recognize the objects depicted. Trainings for municipal staff should include reviewing guidelines and answering frequently asked questions about waste to dispel myths. Color coding outreach materials and containers can also support reinforcing correct sorting behaviors.

Implementation Steps:

- Create recycling guidelines that are clear and specific with images and text in English and Spanish
- Host training sessions for municipal staff on the guidelines and frequently asked questions about waste

- Table at community events and recycling events to distribute guidelines & resources and answer questions

8.7.3 Table at Community and Recycling Events to Distribute Resources and Answer Questions

Ongoing community engagement, visibility, and access to recycling resources are important to increase buy-in and participation in recycling programs. These methods can build relationships with community members, fostering trust and creating connections.

Tabling at community events (e.g., Earth Day celebrations, farmer's markets, and other events) can provide valuable resources about recycling, including recycling guidelines, FAQ handouts, local resources for hard-to-recycle materials, yard debris, and hazardous waste. These events can also feature reusables giveaways (e.g., water bottles, metal straws, bamboo utensils), as well as a physical sorting game or examples of recyclable materials and common contaminants. Tables should be staffed by trained municipal staff and/or community volunteers.

Implementation Steps:

- Schedule staff to table at upcoming community events (e.g., Earth Day, farmer's markets)
- Create a tabling kit of resources about recycling (guidelines, frequently asked questions, hard-to-recycle resources), reusable giveaways (straws or utensils), and props (sorting game or examples of common recyclables)
- Ongoing community group engagement (such as Resident Champion training) with universal and accessible guidelines

8.8 Explore Adopting a Universal Recycling Ordinance (URO)♺♺

Universal Recycling Ordinances require commercial buildings (including multi-family housing and businesses) to provide access to recycling services. Commercial recycling ordinances are typically adopted after residential recycling programs are well-established. Best practices for commercial recycling ordinances include extensive outreach to the business community, the multi-family housing sector, and waste haulers. Pilot projects and technical assistance for businesses build community buy-in and help with the transition to policy compliance.

Implementation Steps:

- Coordinate regionally with neighboring jurisdictions aiming to implement a similar requirement
- Conduct outreach to stakeholders (haulers and/or residents) to gather insights into potential barriers
- Document feedback on challenges, service gaps, and potential ordinance impacts
- Draft and adopt a universal recycling ordinance
- Communicate with haulers on new requirements
- Develop a reporting mechanism to receive hauler data annually

8.9 Establish a Construction and Demolition (C&D) Recycling Ordinance ♺♺♺♺♺

Construction and Demolition (C&D) Recycling Ordinances require contractors to sort and recycle recoverable materials, such as untreated wood, metals, cardboard, and aggregates, most of which are generated during demolition activities.

These ordinances often include square footage thresholds, exempting smaller projects from compliance. Effective implementation depends on the availability of sorting infrastructure, access to end markets, and strong coordination with contractors. One common compliance mechanism is a deposit system, where contractors submit a financial deposit based on project size. The deposit is refunded upon proof of compliance with recycling requirements.

A complementary strategy is **deconstruction**, a process that involves systematically dismantling buildings to preserve materials for reuse. This approach can reduce the need for recycling infrastructure by diverting materials directly into reuse pathways.

C&D recycling ordinances are currently enforced in the cities of Boulder, Fort Collins, and Lakewood. The City and County of Denver are also in the process of developing and implementing similar policies.

Implementation Steps:

- Conduct a detailed C&D end market and recovery infrastructure assessment.
- Coordinate regionally with neighboring jurisdictions aiming to implement a similar requirement
- Conduct outreach to stakeholders (e.g., developers, haulers, residents) to gather insights into potential barriers
- Document feedback on challenges, service gaps, and potential ordinance impacts
- Draft and adopt a C&D recycling ordinance
- Communicate new requirements
  Coordinate with Planning & Zoning to communicate with development and re-development projects

8.10 Tonnage Projections

Table 25: City of Littleton Tonnage Projections (2023-2035)

Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Single-Family													
MSW Disposal (Landfill)	11,194	11,298	11,404	11,522	11,641	11,760	11,874	11,988	12,113	12,235	12,357	12,478	12,597
Diversion	1,999	2,018	2,036	2,058	2,079	2,100	2,120	2,141	2,163	2,185	2,207	2,228	2,250
Total Generation	13,193	13,316	13,440	13,580	13,720	13,859	13,994	14,129	14,276	14,420	14,564	14,706	14,847
Multi-Family													
MSW Disposal (Landfill)	6,978	7,043	7,109	7,183	7,257	7,331	7,402	7,473	7,551	7,627	7,703	7,778	7,853
Diversion	1,246	1,258	1,269	1,283	1,296	1,309	1,322	1,334	1,348	1,362	1,376	1,389	1,402
Total Generation	8,224	8,301	8,378	8,465	8,552	8,640	8,724	8,808	8,899	8,989	9,079	9,167	9,255
Commercial													
MSW Disposal (Landfill)	27,257	27,512	27,769	28,057	28,346	28,635	28,914	29,192	29,495	29,794	30,091	30,384	30,675
Diversion	4,867	4,913	4,959	5,010	5,062	5,113	5,163	5,213	5,267	5,320	5,373	5,426	5,478
Total Generation	32,125	32,425	32,728	33,067	33,408	33,749	34,077	34,404	34,762	35,114	35,464	35,810	36,153
All Sectors													
MSW Disposal (Landfill)	45,429	45,854	46,282	46,762	47,244	47,725	48,190	48,653	49,158	49,657	50,151	50,641	51,125
Diversion	8,112	8,188	8,265	8,350	8,436	8,522	8,605	8,688	8,778	8,867	8,956	9,043	9,130
Total Generation	53,541	54,042	54,546	55,112	55,680	56,248	56,795	57,341	57,937	58,524	59,107	59,684	60,255

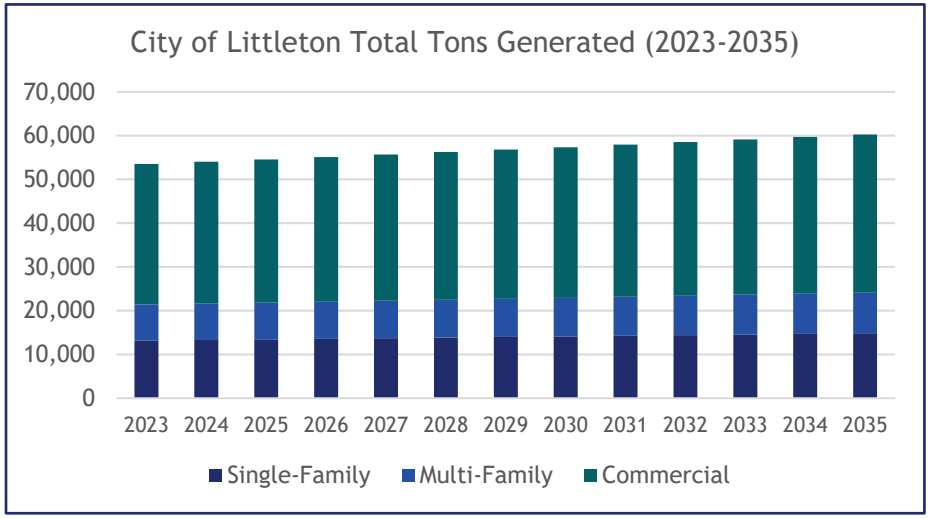


Figure 37: City of Littleton Total Tons Generated (2023-2035)

Table 26: City of Littleton Community Profile

Description	2022
Single-Family Units	61.6%
Multi-Family Units	38.4%
Total Number of Households	20,484
Household Size*	2.19
Single-Family Households	12,618
Multi-Family Households	7,866
Single-Family Population	27,382
Multi-Family Population	17,069
Total Population	44,451
Total Employer Firms	1,825

City of Littleton Demographic Snapshot, US Census Bureau 2022

8.11 Impact Analysis Results

Table 27: City of Littleton Impact Analysis Results

Aim	ID	Strategy	Additional Diversion %	Tons Low	Tons High	GHG Emissions Reduced	Fiscal Impact
Littleton	**8.1**	Implement yard waste curbside services for composting for single-family residents	3.8%	2,200	2,400	659	**$$$**
Littleton	**8.2**	Implement food waste curbside services for composting for single-family residents	1.8%	1,000	1,200	333	**$$$**
Littleton	**8.3**	Leverage Colorado's Extended Producer Responsibility for recycling programs	3.3%	1,900	2,100	1,959	**$**
Littleton	**8.4**	Require hauler licensing, including the requirement for haulers to track and report tonnage data	0.5%	300	300	982	**$**
Littleton	**8.5**	Pass an equal space ordinance to ensure commercial and multi-family recycling access	4.8%	2,800	3,000	8,360	**$**
Littleton	**8.6**	Support the transition to organized collection (single hauler)	1.7%	1,000	1,100	1,726	**$$**
Littleton	**8.7**	Ongoing community group engagement	4.5%	2,500	2,900	2,125	**$$**
Littleton	**8.8**	Adopt a universal recycling ordinance	2.7%	1,500	1,700	4,528	**$**
Littleton	**8.9**	Establish a construction & demolition recycling ordinance	3.3%	1,900	2,100	5,604	**$**
			24.6%	**14,100**	**15,600**	**26,181**	

Fiscal Impact	
Fiscal Impact on Tons Diverted	Estimated Fiscal Range
$	< $10,000
$$	$10,000 - < $100,000
$$$	≥ $100,000

9.0 City of Sheridan Waste Diversion Goals and Actions

Originally incorporated as a town in 1890 and transitioned to a statutory city in 1959, the City of Sheridan has a rich history defined by its cultural and demographic diversity. Located in Arapahoe County and bordering the cities of Denver and Englewood, Sheridan has an estimated population of approximately 5,970 residents.

The community reflects a wide range of ethnic, cultural, and socioeconomic backgrounds. According to US Census data, 31.7% of residents speak a language other than English at home, and 41.7% identify as Hispanic or Latinx. The city's median household income is just over half the state average, underscoring the need for creative funding strategies and regional partnerships to advance sustainability goals outlined in Sheridan's first Sustainability Plan, adopted in 2023.

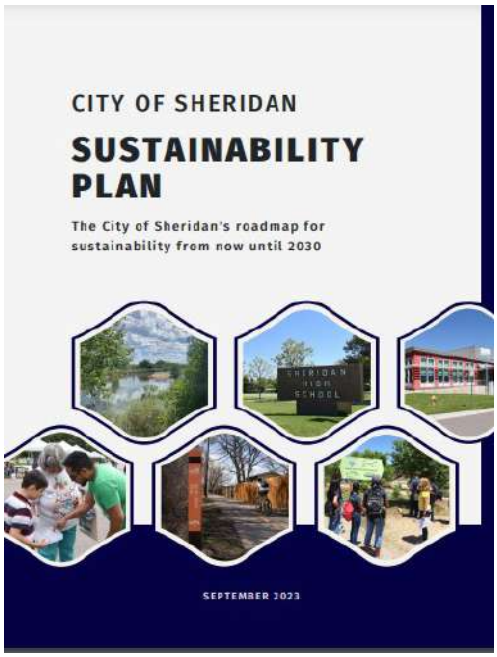


Figure 38: Sheridan Sustainability Plan

Sheridan is recognized as a Justice 40 Community by the federal government, a disproportionately impacted community by the Colorado Department of Public Health and Environment (CDPHE), and a Higher Emissions Community by Xcel Energy. Within the South Metro region, Sheridan has the highest proportion of multi-family housing, representing 40% of the overall housing structures. Similar to the other cities, little is known about the multi-family and commercial recycling and composting participation rates in Sheridan.

Unlike the other three South Metro cities, Sheridan operates under a contract-based residential waste collection model. In 2014, the city adopted a single-hauler system through a contract with Republic Services, covering all single-family homes and multi-unit residences up to seven units. Under this model, Republic Services provides weekly trash collection and biweekly recycling services. The contract follows a pay-as-you-throw (PAYT) structure, which incentivizes waste reduction and recycling by charging residents based on their selected trash cart size (32, 64, or 96 gallons). Recycling services are automatically included in the fee structure, with recyclables collected in 96-gallon containers and no separate sign-up required.

The service contract includes provisions to support service equity. For residents with physical impairments, carry-out cart service is available at no additional cost. Additionally, the contract offers an optional, twice-yearly yard debris pickup in the spring and fall, allowing each household to dispose of up to 20 bags or bundled items such as leaves, shrubs, and tree limbs. Currently, however, that yard debris is sent to the landfill and is not being composted.

In 2024, Sheridan partnered with A1 Organics and the cities of Littleton and Englewood to host a regional leaf drop-off event in November. The Republic Services contract also includes a provision for annual holiday tree collection at no cost to residents, with the option for trees to be chipped or sent to a compost facility. Although included in the agreement, this service has not yet been exercised by the city.

City Code (§22-173–214) requires private haulers operating in Sheridan to obtain a license and submit a plan detailing their recycling and collection services. However, there is no current requirement for data reporting beyond services provided through the residential contract.

Sheridan's City Council has indicated support for waste diversion strategies and targeted policy actions that will help the city achieve its goals. In January 2023, the City of Sheridan hired a part-time sustainability program manager and adopted the city's first ever sustainability plan in September 2023. Sheridan's City Code includes requirements concerning waste container enclosures and placement. On its waste and recycling webpage, the City of Sheridan lists several waste-related goals and project status updates, including increasing community outreach and education, exploring curbside and drop-off composting options, conducting a waste characterization study, partnering with A1 Organics on a leaf collection program, promoting hazardous and electronic waste drop-off events, utilizing Plastic Pollution Reduction Act (HB21-1162) bag fee funds, and exploring multi-family recycling options. Sheridan also lists internal city goals, such as increasing water bottle fill stations, updating recycling signage, reducing paper usage, and ensuring recycling access at city-owned buildings.

Table 28: City of Sheridan Strategies Summary

ID	Action	Fiscal Impact	Diversion Impact	Implementation Timeline		
				FY26-30	FY30-35	FY35-40
9.1	Implement At-Your Door collections program for household hazardous waste and electronics	$$	♺	X		
9.2	Leverage Colorado's Extended Producer Responsibility (EPR) for recycling programs	$	♺♺♺♺	X	X	X
9.3	Implement food scraps curbside services for composting for single-family residents	$$	♺♺	X	X	
9.4	Work with the city's hauler to transition yard debris curbside services for single-family residents so the material is composted instead of landfilled	$$	♺♺♺	X		
9.5	Pass an equal space ordinance to ensure commercial recycling access	$	♺♺♺	X	X	
9.6	Ongoing community group engagement (such as Resident Champion training)	$$	♺♺	X	X	X
9.7	Explore business organics grants	$$	♺	X		

9.1 Implement At-Your Door Collections for Household Hazardous Waste and Electronics ♺

The "At Your Door Special Collection" service, offered by the Southeast Metro Stormwater Authority (SEMSWA) in partnership with Waste Management, provides residents of unincorporated Arapahoe County participating cities with a convenient home collection program for household hazardous waste. All cities in South Metro except the City of Sheridan offer this service.

For a small co-pay, residents can schedule a pickup of items such as automotive products (e.g., motor oil, antifreeze), batteries, garden chemicals, paints, household cleaners, electronics, mercury-containing items, and swimming pool chemicals. To participate, residents schedule a collection through the program's website or by calling the designated phone number.

It is recommended that the City of Sheridan offer this convenient service to residents to support the safe and responsible disposal of hazardous materials, thereby protecting the environment and public health.

Implementation Steps:

- Identify funding sources (e.g., stormwater utility fees)
- Procure and partner with a provider and establish a service agreement
- Develop an outreach and education campaign to notify residents of the new service
- Launch the program

9.2 Leverage Colorado's Extended Producer Responsibility (EPR) for Recycling Programs ♺♺♺♺

Colorado's Producer Responsibility (EPR) for Recycling Packaging Program requires covered producers to join a Producer Responsibility Organization (PRO), and through it, fund and manage the end of life for packaging and paper, including collection, processing, and recycling or composting.

This EPR program will cover 100% of the net recycling service costs for all Colorado single-family and multi-family homes starting in 2026. The state's PRO, Circular Action Alliance (CAA), has indicated that they will start by covering recycling costs in communities with organized (non-open market) systems. As such, the City of Sheridan is well positioned to take early advantage of EPR funding for residents currently receiving service through the City's designated hauler.

However, the City can still further leverage the benefits of Colorado's EPR law. There are opportunities to expand recycling access and collection services for multi-family properties in Sheridan. In addition, the EPR program is slated to expand to non-residential properties including schools, state/local government buildings, public spaces, hospitality venues, and small businesses beginning 2028.

CAA has also indicated its intent to collaborate with local governments, collection service providers, and community-based organizations for enhanced education and outreach efforts.

Implementation Steps:

- Conduct outreach to stakeholders to share information about EPR
- Apply and receive reimbursements provided through Colorado's EPR law for single-family collections
- Explore additional reimbursement and collaboration opportunities provided through Colorado's EPR law

9.3 Implement Food Scraps Curbside Services for Composting for Single-Family Residents ♺♺

It is estimated that by 2035, the City of Sheridan's single-family sector will generate roughly 380 tons of food scraps and other compostables per year, or roughly 20% of its total generated waste.

A dedicated curbside service for food scraps can significantly divert the amount of landfill-bound material and contribute to the environmental benefits of composting. Local governments can promote the benefits of curbside food scraps collection programs.

With EPR covering recycling costs, the City of Sheridan will be well positioned to explore the addition of curbside composting. The city's current hauler, Republic Services, currently offers curbside composting to other Colorado communities, such as Lafayette, CO.

Implementation Steps:

- Coordinate regionally with neighboring jurisdictions aiming to implement a similar program
- Define program goals and scope
- Design service model
- Establish a wait list to understand residential demand
- Procure equipment or contract out services; consider a joint purchasing agreement with regional partners to achieve economies of scale
- Develop an outreach and education campaign
- Launch program
- Monitor and evaluate performance

9.4 Ensure Yard Debris Curbside Services for Single-family Residents is Composted instead of Sent to Landfills

♺♺♺

The South Metro Waste Characterization study found that yard debris comprises 20% of the City of Sheridan's single-family waste stream, yet less than 1% of the yard debris is being diverted.

Currently, yard debris is hauled to the landfill and is not composted. The Sheridan City Council, who attended the South Metro Waste Summit, indicated that the city should prioritize sending yard debris to composting facilities, rather than to landfills. Ensuring curbside yard debris for single-family residents is composted could significantly increase a community's waste diversion rate, depending on the level of participation.

Like curbside recycling collection service, adding a third collection point for diverting organic material (yard debris and sometimes food scraps) creates an opportunity to reduce the amount of waste sent to landfills and contribute to the environmental benefits of composting. Local governments can promote the benefits of curbside yard debris collection programs and encourage residents to subscribe.

Implementation Steps:

- Define program goals and scope
- Design service model
- Procure equipment or contract out services; consider a joint purchasing agreement with regional partners to achieve economies of scale.
- Develop an outreach and education campaign
- Launch program
- Monitor and evaluate performance

9.5 Pass an Equal Space Ordinance to Ensure Commercial and Multi-Family Recycling Access ♺♺♺

An **Equal Space Ordinance** requires that all newly constructed commercial buildings allocate the same amount of space for recycling collection infrastructure (such as enclosures, receptacles, chutes, staging areas, and collection rooms) as is allocated for trash.

Insufficient space for recycling is a common barrier for commercial entities, particularly in dense urban areas. By integrating this requirement into building codes, municipalities can ensure future developments support recycling access without retrofitting existing structures.

In Sheridan, approximately 40.1% of housing consists of multi-family units, and there are 423 employer firms, highlighting the importance of planning for equitable recycling infrastructure in both residential and commercial development.

Implementation Steps:

- Conduct outreach to stakeholders to gather insights on potential barriers
- Draft and adopt an equal space ordinance
- Roll out a communications plan and consider providing technical support for commercial property managers
- Coordinate with the Planning & Zoning Department to align on communicating new requirements for new developments and significant site redevelopments

9.6 Ongoing Community Group Engagement with Universal and Accessible Guidelines ♺♺

Community outreach and engagement includes public education, feedback collection, community collection events, and direct interaction with residents and organizations on recycling and waste issues. While the City of Sheridan implements various recycling-related communication strategies, outreach must be continuous to ensure both current and new residents receive up-to-date information on how to recycle and compost effectively.

Leveraging community groups and peer networks is a powerful strategy to expand awareness and increase participation in waste diversion efforts. One proven approach is to train **Recycling Champions** (local advocates or community ambassadors) within existing groups to share recycling and composting information through their networks. This is especially important for the City of Sheridan as the community is diverse in culture as well as languages.

Training should emphasize local recycling guidelines, using clear and consistent wording and visuals to show what is accepted in the curbside program. To improve accessibility and understanding, materials should be available in multiple languages.

Implementation Steps:

- Reach out to existing community groups to speak at meetings or events about waste diversion
- Host trainings for interested residents to become Recycling Champions and share knowledge with their networks
- Share information about waste diversion by tabling at public events, meetings, or community centers
- Engage Resident Champions over time with ongoing community efforts (events, webinars, new resources)
- Continue utilizing the South Metro Waste Diversion website to promote efforts and events

9.7 Explore Business Waste Diversion Grants ♺

Businesses, especially restaurants that generate large volumes of food scraps, may be interested in subscribing to an organics collection service, but the cost of service can be a barrier. Local governments can create a financial incentive or grant program to encourage the private sector to sign up for organic collection services.

Businesses can be reimbursed for infrastructure, hauling, compostable food service ware, education, training, and signage. Financial incentives can also build support for a future commercial composting ordinance, as it creates local case studies of successful organics diversion programs.

Implementation Steps:

- Identify funding source for grants
- Design grant program framework
  - Define eligible applicants
  - Establish match requirements, if any
  - Outline funding amounts and funding categories
  - Develop an application, review, and selection process
- Launch and promote the grant program through a communications plan
- Award and administer grant agreements

9.9 Tonnage Projections

Table 29: City of Sheridan Tonnage Projections (2023-2035)

Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Single-Family													
MSW Disposal (Landfill)	1,447	1,461	1,475	1,490	1,506	1,522	1,537	1,552	1,569	1,585	1,601	1,617	1,633
Diversion	258	261	263	266	269	272	274	277	280	283	286	289	292
Total Generation	1,705	1,721	1,738	1,757	1,775	1,794	1,812	1,829	1,849	1,868	1,887	1,906	1,925
Multi-Family													
MSW Disposal (Landfill)	968	978	987	998	1,008	1,019	1,029	1,039	1,050	1,061	1,072	1,083	1,094
Diversion	173	175	176	178	180	182	184	186	188	189	191	193	195
Total Generation	1,141	1,152	1,163	1,176	1,188	1,201	1,213	1,225	1,238	1,251	1,263	1,276	1,289
Commercial													
MSW Disposal (Landfill)	3,623	3,658	3,693	3,732	3,772	3,811	3,849	3,887	3,928	3,969	4,010	4,050	4,090
Diversion	647	653	659	666	674	681	687	694	701	709	716	723	730
Total Generation	4,270	4,311	4,352	4,399	4,445	4,492	4,536	4,581	4,630	4,678	4,726	4,774	4,821
All Sectors													
MSW Disposal (Landfill)	6,038	6,096	6,155	6,221	6,286	6,352	6,415	6,478	6,547	6,616	6,683	6,751	6,817
Diversion	1,078	1,089	1,099	1,111	1,123	1,134	1,146	1,157	1,169	1,181	1,193	1,205	1,217
Total Generation	7,116	7,184	7,254	7,331	7,409	7,486	7,561	7,635	7,716	7,797	7,877	7,956	8,035

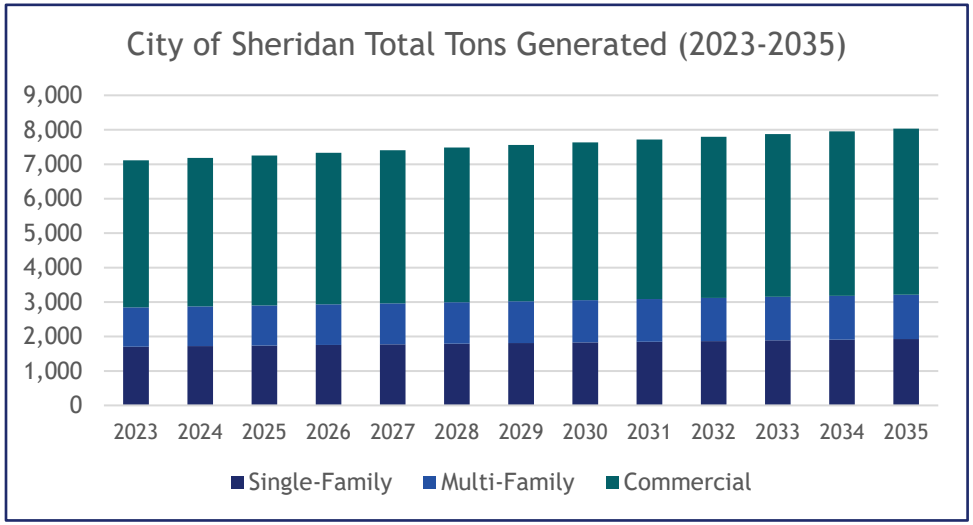


Figure 39: City of Sheridan Total Tons Generated (2023-2025)

Table 30: City of Sheridan Community Profile

Description	2022
Single-Family Units	59.9%
Multi-Family Units	40.1%
Total Number of Households	2,442
Household Size*	2.48
Single-Family Households	1,463
Multi-Family Households	979
Single-Family Population	3,539
Multi-Family Population	2,369
Total Population	5,908
Total Employer Firms	423

City of Sheridan Demographic Snapshot, US Census Bureau 2022

9.10 Impact Analysis Results

Table 31: City of Sheridan Impact Analysis Results

Aim	ID	Strategy	Additional Diversion %	Tons Low	Tons High	GHG Emissions Reduced	Fiscal Impact
Sheridan	**9.1**	Implement At-Your Door collections program for household hazardous waste and electronics	0.2%	19	21	n/a	$$
Sheridan	**9.2**	Leverage Colorado's Extended Producer Responsibility for recycling programs	6.2%	500	530	1,025	$
Sheridan	**9.3**	Implement food waste curbside services for composting for single-family residents	2.5%	200	210	65	$$
Sheridan	**9.4**	Work with hauler to ensure yard waste curbside services for single-family residents is composted instead of sent to landfill	3.7%	300	320	85	$$
Sheridan	**9.5**	Pass equal space ordinances to ensure commercial and multi-family recycling access	5.0%	400	420	1,263	$
Sheridan	**9.6**	Ongoing community group engagement	2.5%	200	210	131	$$
Sheridan	**9.7**	Explore business organics grants	1.2%	100	110	24	$$
			21%	**1,700**	**1,800**	**2,593**	

Fiscal Impact	
Fiscal Impact on Tons Diverted	Estimated Fiscal Range
$	< $10,000
$$	$10,000 - < $100,000
$$$	≥ $100,000

Appendix A – South Metro Waste Diversion Reports and Memorandums

Table 32: South Metro Waste Diversion Reports and Memorandums

Report Title	Description
Project Website	www.SouthMetroWasteDiversion.com
Baseline Assessment	The Cities of Centennial, Englewood, Sheridan, and Littleton (collectively known as South Metro) seek to transition to a system that favors equitable waste reduction and waste diversion strategies driven by data and best practices. As part of this effort, the STEPS project team interviewed cities, researched, and assessed the baseline for waste and recycling in the region.
Hauler Engagement	Waste haulers servicing the region were engaged through one-on-one interviews. A summary of these interviews was provided to the South Metro Project Team.
Residential Survey	A residential survey was conducted to collect data and analyze the South Metro region and each participating city. The results of this survey will be used to better understand the common motivating factors and barriers to residential participation in South Metro's solid waste management systems.
Focus Groups	Three focus groups were held virtually to engage multi-family residents, businesses, and disadvantaged communities. The results of the research will be used to better understand the common motivating factors and barriers to residential participation in South Metro's solid waste management systems.
Community Engagement	A community engagement strategy for the South Metro Waste Diversion Plan was developed to include a website, engagement collateral, and a Resident Champion training.
Waste Generation	Current waste tonnages were modeled by using tons generated, tons diverted, tons landfilled, tons by generating sector, tons by individual city, and tons for the South Metro region. Projections were also developed for annual tonnages through 2033, including scenarios that assumed full implementation of all recommended waste diversion strategies.
Gaps & Opportunities	Following the baseline assessment of the South Metro region's waste generation, policies, and infrastructure, the STEPS project team completed an analysis of potential gaps in the system. The gaps highlight opportunities to expand programs, optimize existing system aspects, or pursue new initiatives and investments to support the region's waste diversion goals.
Regional Waste Summit	A Waste Summit was held to present findings to elected officials from the four cities. The presentation covered information collected to date, including a baseline infrastructure evaluation, interviews with hauling companies, public engagement findings, a waste characterization study, and the initial gaps and opportunities analysis. At the meeting, input from elected officials was gathered to identify potential gaps in the waste system.
Waste Characterization Study	A two-season waste characterization study (also referred to as a 'waste audit' or 'waste sort') was conducted in 2024. The study sorted samples of trash and recycling to assess the overall composition of the region's waste streams. Samples were collected from the four South Metro cities: Centennial, Englewood, Littleton, and Sheridan.

Appendix B – Infrastructure Fiscal Impact Analysis

For the two regional infrastructure strategies identified in this plan, a fiscal analysis was conducted to estimate the capital and operational costs.

Regional Recycling Drop-Off Center

A recycling drop-off center provides additional capacity and convenient access to handle surges in recyclable material, particularly during spring cleaning or move-in and move-out periods. Drop-off centers provide an overflow option, preventing overfilled containers and litter. For multi-family residents where property management does not provide adequate recycling access, convenient drop-off centers can offer a place for residents to drop off materials. It is generally best practice for urban environments with populations over 100,000 to establish one drop-off center per 50,000 residents. It is recommended for South Metro to explore establishing up to four regional recycling drop-off centers, conveniently located between the four communities.

Table 33: Recycling Drop-Off Center Assumptions

Description	Qty
Paved Recycling Drop-Off Center Dimensions per Center	120 ft x 75 ft
Area per Center	9,000 square feet (sq ft)
Perimeter per Center	390 linear feet (lin ft)
Residents Served per Center	50,000
Number of Centers	4

Based on the available budget, South Metro may consider as a long-term goal, expanding the drop-off center to accept additional streams of materials, such as yard debris, food scraps, plastic film, textiles, household hazardous waste (HHW), electronic waste, and/or other materials in Circular Action Alliance (CAA) Colorado's "Additional Materials List (AML)."

Each center should be located in an area that is most convenient to potential users, whether it is centrally located, along a commonly traveled highway, or near popular areas of interest (e.g., parks, shopping malls, and recreation areas).

Each site should allocate, at a minimum, approximately 0.25 to 1 acre of operational space for material handling and storage, as well as traffic and parking for residential vehicles and haulers providing the collection service. Recycling drop-off centers may be set up either through larger roll-off containers (e.g., 30 or 40 yd) or through front-load dumpsters (e.g., 8 yd). Site constraints, budget, operational efficiency, and density of area may determine whether the region considers setting up the drop-off centers through roll-off or front load containers.

The design of the drop-off centers should prioritize adaptability to accommodate shifting market demands and the emergence of new material streams. This flexibility can be achieved, in part, by selecting sites with more space than is initially required. Furthermore, strategies for mitigating illegal dumping should be incorporated into the planning and operational framework.

Site preparation (leveling, grading, and paving) costs may be required based on the location identified. It is recommended that drop-off centers are fenced and/or gated, along with installation of Closed-Circuit Television (CCTV) cameras for monitoring and deterring illegal dumping. Lighting fixtures are critical, as well-lit areas can deter vandalism and illegal dumping, especially after hours. It can also provide a safer environment for residents and staff when daylight is limited.

Please note that the following table is for illustrative purposes, as the region may identify existing developed and paved sites for service provision. Fencing may also be optional based on the site. The estimated capital costs below also assume the use of front-end dumpsters vs. roll-off containers. The cost of land is also not factored into this analysis, as suitable sites may already be owned by the municipality or may be secured through a Memorandum of Understanding (MOU). Additionally, land acquisition costs can vary significantly depending on location and market conditions.

Table 34: Estimated Capital Costs

Description	Qty	Estimated Unit Cost	Extended Cost
Site leveling and grading	9,000 (sq ft)	$2/sq ft	$18,000.00
Paving (asphalt)	9,000 (sq ft)	$4/sq ft	$36,000.00
Galvanized or vinyl-coated chain link fence	390 (lin ft)	$30/lin ft	$11,700.00
Lighting fixtures	2	$3,000/ea.	$6,000.00
Striping directional arrows / parking lines	1	$1,000	$1,000.00
8 yd Front end (FE) side door dumpster	8	$1,500	$12,000.00
Signage and banners	20	$200.00	$4,000.00
		Per recycling drop-off center	$96,200.00
		(4) Recycling drop-off centers	$384,800.00

It is recommended that collections are contracted through a private hauler providing front-load dumpster service for cost efficiencies. Below are estimated operational cost for 8 yd recycling dumpsters using an “on call” recycling dumpster price rate. This is a high-level estimate; a formal solicitation could yield a more competitive rate through a scheduled, bulk-rate service.

Table 35: Estimated Annual Operational Costs

Description	Estimated Unit Cost	Frequency	Annual Cost
8 yd Recycling dumpsters	$16/yard	3x/week	$19,968
		Per recycling drop-off center per year (8 containers)	$159,744.00
		(4) Recycling drop-off centers per year	$638,976.00

Colorado’s Extended Producer Responsibility law (HB 22-1355) sets up a Producer Responsibility program (EPR) that requires companies that sell products in packaging and paper products to fund a statewide recycling system to recycle

those materials. The companies coordinate to support, fund, and manage the statewide recycling system. Colorado's EPR law, which is expected to start implementation in 2026, also sets the framework of reimbursing service providers 100% of the eligible net costs associated with recycling covered materials.

The Colorado Plan Proposal, published in February 2025 by CAA, states that "reimbursement of drop-off and curbside collection costs will cover costs such as a capital costs, base-level education and outreach, operational costs, reasonable profit margin, and eligible administrative expenses." While this draft plan proposal is currently under review, South Metro should continue to monitor and stay engaged for funding opportunities for regional recycling drop-off centers.

Regional Organics Facility

The South Metro region is projected to generate approximately 74,500 tons of organic waste in 2035 (including food scraps, food soiled / compostable paper, compostable foodservice products, yard debris, wood, and other organics). This represents nearly 29% of the total waste generated in the region. If the region does not take any additional action to support the diversion of organics, 72,700 tons of organic waste is estimated to be disposed of in the landfill in 2035 (97% of the generated organic waste).

The Colorado Statewide Organics Management Plan: A Framework for Regional Organics Opportunities published in 2022, showed that Colorado's compost facilities have the capacity to manage 127,000 to 157,000 additional tons of organic materials without significant investments or facility expansions.

In addition to the capacity that the state's Organics Management Plan modeled, there is additional yard debris and lumber organics processing capacity available through the A1 Organics Facility in Sheridan, Colorado. This facility went through an expansion with five additional acres in 2024. Given this site's proximity to South Metro, the region may consider a potential public-private-partnership to support the goal of **establishing large-scale organics processing infrastructure that accepts food scraps and other compostables.**

If existing facilities are unable to process the necessary composting capacity, developing a regional compost facility would require an evaluation of upfront capital costs, operating costs, and projected. Capital costs encompass total expenses for site procurement and development, systems, and equipment. Operating costs include ongoing labor, maintenance, and equipment maintenance expenses. Revenues are calculated based on tipping fees and the sale of finished compost.

With 75,000 tons of organic waste projected to be generated in the South Metro region by 2035, the region should consider a phased approach to diverting significant organic waste and be strategic in community engagement and buy-in. Participation will increase over time with strategic policy implementation, contracts, and capacity ramp-up. Table 36 below details the high-level financial implications and potential revenue for developing a compost facility with either a 25,000 or 50,000 tons per year processing capacity. These figures are not based specifically on data from the South Metro region. A feasibility study with cost modeling is necessary to determine the capital and operating costs, as well as potential revenue associated with developing a compost facility designed to process organic materials from South Metro.

An aerated static pile (ASP) composting facility was analyzed and is recommended as the preferred method for a regional-scale processing facility. ASP composting is a highly efficient and scalable method for processing large volumes of food scraps. It can process compostable products, such as compostable service ware and bags, and is particularly well-suited for combined municipal yard debris and food scraps collection programs. In this system, organic material is placed over perforated pipes, air ducts, or an aeration pad. Airflow, either pushed (positive aeration) or pulled (negative aeration) with fans, maintains optimal oxygen and temperature levels to accelerate decomposition. The piles are covered either with a synthetic cover or a biolayer, such as finished compost or woodchips, to retain heat and moisture while controlling odors.

Figure 40: Engineered Compost Systems (ECS) example of a 20,000 TPY ASP Curbside Food Scrap and Yard Trimming Facility

Table 36: Estimated Costs & Revenue for ASP Facilities

ASP Facility Cost & Revenue Factors	25k TPY Facility	50k TPY Facility
Feedstock Throughput (TPY)	**25,000**	**50,000**
Capital Costs		
Aerated Static Pile System ($)	$2.2 M	$4.4 M
Equipment Capital ($)	$3.2 M	$4.8 M
Site Development and Building Capital ($)	$10.9 M	$14.9 M
Total Capital Cost ($)	$16.4 M	$24.1 M
Total Annualized Capital Cost ($)	$1.5 M	$2.3 M
Total Annualized Capital Cost ($/ton)	$61.21	$45.10
Operating Costs		
Total Annual Operating Cost ($)	$1.2 M	$2.2 M
Total Operating Cost ($/ton)	$48.56	$43.24
Revenues		
Tipping Fee ($/ton)	$37	$37
Compost Sales ($/CY)	$23	$23
Total Annual Revenue ($)	$1.4 M	$2.9 M
Total Revenue ($/ton)	$57.84	$57.84
Profitability		
Total Annual Income ($/ton) *	$9.28	$14.60
Total Annual Profit ($/ton) **	($51.93)	($30.50)
Total Annual Profit ($) **	($1.3 M)	($1.5 M)

*Total Annual Income = Total Revenue – Total Operating Costs
**Total Annual Profit = Total Revenue – Total Operating Costs – Annualized Capital Costs

Note: Negative values are represented using parentheses ()

The annual profit of a 25,000 ton per year (TPY) facility is ($1.3 M), and the annual profit of a 50,000 TPY facility is ($1.5 M). With an overall estimated capital cost of $16.4 M for a 25,000 TPY facility and $24.1 M for a 50,000 TPY facility, the annual income of the facilities after tip fees and compost sales would be ($51.93) per ton of incoming material for a 25,000 TPY facility and ($30.50) per ton for a 50,000 TPY facility. It will take approximately 71 years for the 25,000 TPY facility and 33 years for the 50,000 TPY facility to reach the break-even point, calculated as capital costs divided by annual revenue minus annual operating costs. However, this timeline assumes no grant funding, upfront capital expenses, and all new equipment. Excluding capital costs, the annual income of the facility is $9.28 and $14.60 per ton processed for a 25,000 TPY and 50,000 TPY facility, respectively. Significant capital expenses may be offset by securing additional funding or identifying other cost-saving opportunities.

Appendix C - Funding Opportunities and Other Resources

1. The **Colorado Circular Communities (C3) Enterprise** has ongoing applications available for Mini Grants, Impact Grants, and Capacity Building Grants. These funding opportunities support projects that contribute to the advancement of a circular economy in Colorado. https://coloradocircularcommunities.org/

2. **Colorado's Extended Producer Responsibility law (HB 22-1355)** sets up a Producer Responsibility (EPR) program that requires companies that sell products in packaging and paper products to fund a statewide recycling system to recycle those materials. The companies coordinate, fund, and manage this statewide recycling system. Colorado's EPR law, which is expected to begin implementation in 2026, sets the framework of reimbursing service providers **100% of the eligible net costs associated with recycling covered materials.**

   The Colorado Plan Proposal, published in February 2025 by the Circular Action Alliance (CAA), states that **"reimbursement of drop-off and curbside collection costs will cover costs such as a capital costs, base-level education and outreach, operational costs, reasonable profit margin, and eligible administrative expenses."** While this draft plan proposal is currently under review, South Metro should continue to monitor and stay engaged for funding opportunities for regional recycling drop-off centers. https://cdphe.colorado.gov/hm/epr-program

3. The **Municipal Blueprint for Composting Report** by Closed Loop Partners and Eco-Cycle provides guidance to municipal leaders in zero waste, solid waste and sustainability on establishing and scaling composting infrastructure and organics management programs nationwide. The blueprint offers a clear and actionable framework, including policy and program expansion for diverting food scraps, setting up programs and infrastructure, and communication with program participants. https://www.closedlooppartners.com/research/municipal-blueprint-report/

4. The **Colorado Construction, Demolition and Deconstruction Policy Toolkit** from Recycle Colorado was developed by members of Recycle Colorado's C&D Council, a group of industry stakeholders including public, private, and nonprofit sector entities working to support construction, demolition and deconstruction (C&D) materials recovery in Colorado. The toolkit can assist local government staff and policymakers in developing diversion programs for the built environment which significantly contributes to climate and zero-waste planning efforts. The toolkit provides a step-by-step process to develop policies to manage C&D materials, from research through policy development, program implementation and ongoing management. https://www.recyclecolorado.org/c-d-policy-toolkit

5. The **Local Implementation, Mitigation, and Policy Action (Local IMPACT) Accelerator** is a grant program available to local and tribal governments. It supports the adoption of policies in the areas of buildings, land use, transportation, and waste. Funds are available for both policy advancement and project implementation. Round 2 applications for 2025 will be accepted from January 16 to February 18, 2026, with the Letter of Intent (LOI) due between October 1 and November 17, 2025. https://energyoffice.colorado.gov/local-impact-accelerator

Appendix D- References

Booth, Michael. "WM's $100 million Denver East sorting center aims to boost Colorado recycling." *The Colorado Sun*, Sept. 17, 2024. Accessed Oct. 13, 2024. https://coloradosun.com/2024/09/17/waste-management-colorado-recycling-sorting-center/.

Boulder County Resource Conservation Division. *Boulder County Final Waste Composition Study 2019*. SERA, Inc., Apr. 2020. https://assets.bouldercounty.gov/wpcontent/uploads/2020/04/boulder-county-final-waste-composition-study-2019.pdf.

City of Centennial. "Recycling." Accessed Sept. 7, 2024. https://www.centennialco.gov/Residents/Health-Environment/Recycling.

City of Englewood. "City Council's Vision and Strategic Plan." Accessed May 1, 2025. https://www.englewoodco.gov/government/city-council/council-s-vision-and-strategic-plan.

City of Englewood. "Sustainability Plan." Accessed May 29, 2025. https://www.englewoodco.gov/our-city/sustainability-new/sustainability-plan.

City of Englewood. "Waste & Recycling." Accessed Sept. 7, 2024. https://www.englewoodco.gov/our-city/sustainability/waste-recycling.

City of Fort Collins. "2021 Fort Collins Waste Reduction and Recycling Annual Report." Dec. 12, 2024. https://www.fcgov.com/recycling/files/221102-final-2021-fort-collins-waste-reduction-and-recycling-annual-report.pdf.

City of Littleton. "Environmental Stewardship Action Plan." Apr. 2024. Accessed May 29, 2025. https://www.littletonco.gov/files/sharedassets/public/v/1/agendas-and-minutes/esc/2024/environmental-stewardship-board-action-plan-2024.pdf.

City of Littleton. "Sustainability." Accessed Sept. 7, 2024. https://www.littletonco.gov/Community/Sustainability.

City of Sheridan. "Sustainability Plan." Sept. 2023. Accessed Nov. 1, 2024. https://www.ci.sheridan.co.us/DocumentCenter/View/2688/SUSTAINABILITY-PLAN-11-UA-2-edited-v3.

City of Sheridan. "Waste and Recycling." Accessed Sept. 7, 2024. https://www.ci.sheridan.co.us/532/Waste-and-Recycling.

Circular Action Alliance Colorado LLC. "Colorado Plan Proposal." Accessed Mar. 13, 2025. https://oitco.hylandcloud.com/cdphermpop/docpop/docpop.aspx?docid=36558616.

Colorado Circular Economy Development Center. "End Market Opportunity Assessment." Aug. 12, 2024. Accessed May 28, 2025. https://coloradocedc.org/end-market-opportunity-assessment/.

Colorado Department of Local Affairs, Demography Office. "Municipal and Place Data Resource Page." Accessed Sept. 10, 2024. https://demography.dola.colorado.gov/assets/html/muni.html.

Colorado Department of Local Affairs, Demography Office. "State and Regional Data Resource Page." Accessed Sept. 10, 2024. https://demography.dola.colorado.gov/assets/html/state.html.

Colorado Department of Public Health and Environment. "2022 Colorado Recycling Totals." Accessed Sept. 10, 2024. https://cdphe.colorado.gov/hm/colorado-recycling-totals.

Colorado Department of Public Health and Environment. "2023 Annual Report to the Colorado General Assembly: Status of the Solid Waste Management Program in Colorado." Accessed Sept. 12, 2024. https://oitco.hylandcloud.com/cdphermpop/docpop/docpop.aspx?clienttype=activex&docid=21226263.

Colorado Department of Public Health and Environment. "Extended Producer Responsibility (EPR) Program." Accessed May 29, 2025. https://cdphe.colorado.gov/hm/epr-program.

Colorado Department of Public Health and Environment. "Colorado Statewide Organics Management Plan: A Framework for Regional Organics Opportunities." Aug. 29, 2022. https://d12v9rtnomnebu.cloudfront.net/diveimages/CDPHERM_HAZ_SW_-_Guidance_-_Organics_Management_Plan.pdf.

Quinn, Megan. "Waste Connections to build its first MRF in Colorado in partnership with AMP." *Waste Dive*, Nov. 18, 2024. Accessed Dec. 15, 2024. https://www.wastedive.com/news/waste-connections-amp-mrf-colorado-automation-ai-partnership/733190/.

South I-25 Corridor Study Executive Report. Denver South Economic Development Partnership, Mar. 2024. https://denver-south.com/wp-content/uploads/2024/03/South-I-25-CorridorStudy_Exec-Report.pdf.

U.S. Census Bureau. "ACS 5-Year Estimates Data Profiles: Housing Units." 2022. https://data.census.gov/table/ACSCP5Y2022.CP04?t=Housing%20Units&g=040XX00US08_160XX00US0845255.

U.S. Census Bureau. "QuickFacts: Centennial City, Colorado; Sheridan City, Colorado; Littleton City, Colorado; Englewood City, Colorado." 2023. https://www.census.gov/quickfacts/fact/table/centennialcitycolorado,sheridancitycolorado,littletoncitycolorado,englewoodcitycolorado/PST045223.

U.S. Environmental Protection Agency. "Municipal Solid Waste in the United States: 2012 Facts and Figures." Office of Resource Conservation and Recovery, July 30, 2013. https://www.epa.gov/sites/default/files/2016-01/documents/rev_10-24-14_msw_residential_commercial_memorandum_7-30-13_508_fnl.pdf.

U.S. Environmental Protection Agency. "Policy and Program Impact Estimator: A Materials Recovery Greenhouse Gas (GHG) Calculator for Communities." Accessed May 1, 2025. https://www.epa.gov/waste-reduction-model/policy-and-program-impact-estimator-materials-recovery-greenhouse-gas-ghg.

U.S. Environmental Protection Agency. "Waste Reduction Model." Accessed April 3, 2025. https://www.epa.gov/waste-reduction-model.

MASTER SERVICE AGREEMENT

BETWEEN

CIRCULAR ACTION ALLIANCE COLORADO LLC

AND

CITY OF LITTLETON

TABLE OF CONTENTS

ARTICLE 1 CONSTRUCTION OF CONTRACT 2

Section 1.1 Contract Documents 2

Section 1.2 Order of Precedence 2

Section 1.3 Interpretation and Resolution of Conflicts 3

Section 1.4 Limited Reliance 3

ARTICLE 2 SCOPE OF SERVICES; SERVICE STANDARDS 4

ARTICLE 3 TERM AND TERMINATION 4

Section 3.1 Term 4

Section 3.2 Termination 4

ARTICLE 4 TIME IS OF THE ESSENCE 6

ARTICLE 5 REPRESENTATIONS AND WARRANTIES 6

Section 5.1 Service Provider's Representations and Warranties 6

Section 5.2 CAA Colorado's Representations and Warranties 7

ARTICLE 6 PERMITS, LICENSES, AND AUTHORIZATIONS 7

ARTICLE 7 REIMBURSEMENT OF SERVICES 7

Section 7.1 Reimbursement 7

Section 7.2 Set-off 7

ARTICLE 8 INVOICING 8

Section 8.1 Invoicing Procedures 8

Section 8.2 Payment to Subcontractors 8

Section 8.3 No Guarantee of Work or Compensation 8

ARTICLE 9 PERSONNEL AND SUBCONTRACTING 9

Section 9.1 Personnel 9

Section 9.2 Subcontracts 9
ARTICLE 10 CHANGES 9
Section 10.1 CAA Colorado Requested Changes 9
Section 10.2 Service Provider Requested Changes 10
Section 10.3 Execution of Change Order 10
ARTICLE 11 PILOT PROJECT 10
Section 11.1 CAA Colorado Initiated Pilot Projects 10
Section 11.2 Service Provider Initiated Pilot Project Proposals 11
ARTICLE 12 REPORTING; RECORDKEEPING; OWNERSHIP OF INFORMATION 11
Section 12.1 Reporting 11
Section 12.2 Recordkeeping 12
Section 12.3 Ownership of Information 12
ARTICLE 13 AUDIT 12
ARTICLE 14 CONFIDENTIALITY AND PUBLICITY 13
ARTICLE 15 INDEPENDENT LIABILITY 14
ARTICLE 16 INSURANCE 15
Section 16.1 General Conditions. 15
Section 16.2 Proof of Insurance. 15
Section 16.3 Additional Insureds. 16
Section 16.4 Waiver of Subrogation. 16
Section 16.5 Subcontractors 16
Section 16.6 Additional Provisions 16
ARTICLE 17 NOTIFICATION 17
ARTICLE 18 USE OF NAMES AND MARKS IN PUBLIC COMMUNICATIONS 17
ARTICLE 19 DISPUTE RESOLUTION 18

Section 19.1 Dispute Resolution Procedure....18
Section 19.2 Documentation of Dispute Resolution....19
Section 19.3 Continuation of Work....19
ARTICLE 20 GENERAL PROVISIONS....20
Section 20.1 Relationship of the Parties....20
Section 20.2 Conflict of Interest....20
Section 20.3 Entire Agreement....21
Section 20.4 Severability....21
Section 20.5 Force Majeure....21
Section 20.6 Failure to Enforce Not a Waiver....23
Section 20.7 Amendments....23
Section 20.8 Notices....23
Section 20.9 Assignment....24
Section 20.10 Survival....24
Section 20.11 Governing Law; Jurisdiction and Venue; Waiver of Jury Trial....25
Section 20.12 Counterparts....25
Section 20.13 Electronic Signature....25
Section 20.14 Taxes....25
Section 20.15 No Third-Party Beneficiaries....25
Section 20.16 Waiver of Consequential Damages....25

THIS MASTER SERVICE AGREEMENT ("MSA") is made effective on August 1, 2026 (the "Effective Date") by **CIRCULAR ACTION ALLIANCE COLORADO LLC**, a Delaware limited liability company ("CAA Colorado"), and the **CITY OF LITTLETON**, a Home Rule municipality of the State of Colorado ("Service Provider"), (each a "Party" and collectively "Parties").

RECITALS

A. The Colorado Producer Responsibility Program for Statewide Recycling Act (the "Act"), codified as C.R.S. §§ 25-17-701 et. seq., took effect on August 10, 2022;

B. The Act establishes a producer responsibility program in the State of Colorado that requires certain companies that produce packaging and paper products to fund a statewide recycling system to recycle those materials. These companies are required to join and participate in an independent non-profit organization, called a Producer Responsibility Organization ("PRO"), that coordinates, funds, and manages this statewide recycling system pursuant to C.R.S. § 25-17-705(1)(a);

C. The Circular Action Alliance ("CAA") is a voluntary, private nonprofit 501(c)(3) organization focused on helping producers comply with extended producer responsibility ("EPR") laws by delivering harmonized services and working with governments, businesses, and communities to reduce waste and recycle more;

D. CAA organized a separate single-member limited liability company as a wholly owned subsidiary, CAA Colorado, to serve as the representative stewardship organization for producers in Colorado;

E. CAA Colorado is the designated PRO appointed by Colorado Department of Public Health and Environment ("CDPHE") pursuant to C.R.S. § 25-17-705(1)(b);

F. CAA Colorado submitted to CDPHE a program plan, which CDPHE approved on December 9, 2025, that includes reimbursement rates covering 100% of the net recycling services costs incurred by public and private recycling service providers participating in the program;

G. CAA Colorado's approved program plan requires recycling service providers, including local governments providing recycling services, that desire to receive reimbursement for net recycling service costs to enter into service agreements with CAA Colorado to document and provide for the terms and conditions for reimbursement;

H. Operational capacity, staffing, infrastructure, and resources may vary among service providers, including local governments;

I. Local governments may deliver recycling services directly using municipal staff and assets or through third-party contractors; and

J. Execution of this Agreement provides a contractual framework under which the Parties may execute one or more Service Schedules. No Services are required to be performed,

and no reimbursement or other obligations arise, unless and until the Parties execute an applicable Service Schedule.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 CONSTRUCTION OF CONTRACT

Section 1.1 Contract Documents

The Agreement consists of the documents listed below (each a "Contract Document"):

(a) This Master Service Agreement;

(b) Master List of Defined Terms;

(c) Service Schedule for Local Government Education and Outreach, including any riders, annexes, appendices, exhibits, and attachments thereto; and

(d) Any executed Change Orders.

Section 1.2 Order of Precedence

(a) Notwithstanding anything to the contrary contained in any Contract Document, in the event of any conflict, ambiguity, or inconsistency between or among any applicable requirement under Law and any other requirement of any Contract Document, the applicable requirement under Law will take precedence.

(b) In case of any conflict, ambiguity, or inconsistency that cannot otherwise be resolved between or among the provisions of any of the Contract Documents, in each case by reading all relevant provisions as mutually explanatory of one other, and subject to Section 1.2(c), the following order of precedence will govern:

(i) Executed Change Orders to any Contract Documents will prevail over such portions of the Contract Documents that they modify or amend, and among Change Orders with respect to the same matters or provisions, the more recently executed Change Order will prevail;

(ii) Any riders to any Contract Documents will prevail over such portions of the Contract Document they modify or amend;

(iii) Service Schedules and their exhibits, attachments, and appendices;

(iv) This Master Service Agreement;

(v) Master List of Defined Terms; and

(vi) Any applicable Request for Reimbursement Proposal or Application as last amended.

(c) Except as otherwise expressly provided or as the context may otherwise require, in the event of any conflict, ambiguity, or inconsistency between or among the provisions of any Contract Document with an equal order of precedence, the most stringent requirement will take precedence.

Section 1.3 Interpretation and Resolution of Conflicts

(a) Service Provider is bound by all Contract Documents. The Parties intend that the various Contract Documents will be complementary, each with itself and with each other Contract Document. Therefore, where provisions in two or more of the Contract Documents are expressly or in accordance with their context complementary, the more detailed provision will control over the more general provision.

(b) Each Party will use reasonable efforts to notify the other Party promptly after it identifies or becomes aware of any conflict, ambiguity, or inconsistency of a type described in Section 1.2 through Section 1.3(a) or any inaccuracy in the Contract Documents, in the event that such prevents a Party from complying with or performing under the Agreement.

(c) In the event of any such inaccuracy, conflict, ambiguity, or inconsistency of a type described in Section 1.2 through Section 1.3(a) or any inaccuracy in the Contract Documents:

(i) The Parties agree that the relevant terms of this Agreement will not be construed against the Person that prepared them;

(ii) CAA Colorado's determination as to the resolution of any inaccuracy, conflict, ambiguity, or inconsistency will be binding (subject to Service Provider's right to exercise its rights under the Dispute Resolution Procedure provided in Article 19) to the extent such reconciliation complies with Section 1.1 through Section 1.3(a) and does not substantively amount to a unilateral amendment to this Agreement; and

(iii) Such inaccuracy, conflict, ambiguity, or inconsistency will otherwise be resolved by mutual agreement of the Parties, when documented in an amendment to this Agreement, or as otherwise determined through the Dispute Resolution Procedure.

(d) Headings in this Agreement are for convenience of reference only and shall not affect interpretation of this Agreement.

Section 1.4 Limited Reliance

(a) Except as otherwise expressly provided in this Agreement, no:

(i) Acceptance or approval, other consent or like assent, or notice;

(ii) Comment, review, certification, concurrence, verification, input, or oversight; or

(iii) Payment for;

or the absence of any of the foregoing, in each case from CAA Colorado, will in any case:

(iv) Constitute acceptance or approval of any part of the Services as satisfying the requirements of this Agreement;

(v) Relieve Service Provider from its obligations, or diminish Service Provider's liability, under this Agreement;

(vi) Prevent CAA Colorado from subsequently exercising its rights under this Agreement without being bound by the manner in which they previously exercised (or refrained from exercising) such rights; or

(vii) Constitute a waiver of any rights under this Agreement or any legal or equitable right of CAA Colorado or any other person.

(b) Any waiver of any rights under this Agreement or any other legal or equitable right of a Party shall be binding only if expressly set forth in writing signed by the Party granting the waiver.

ARTICLE 2 SCOPE OF SERVICES; SERVICE STANDARDS

Service Provider is obligated to perform all the Services in accordance with the Service Schedule(s), including the Service Standards set forth therein, and all other terms of this Agreement. Without limiting the foregoing, Service Provider shall perform the Services in compliance with all Laws, including the Act, CAA Colorado Program Plan, and CAA's Supplier Code of Conduct as in effect on the Effective Date and provided by CAA Colorado, and as amended from time to time with notice to Service Provider and a reasonable period to achieve compliance with any such amendment. The Services shall be performed in a diligent, safe, professional, and competent manner that conforms with generally accepted industry and professional practices and with the care and skill ordinarily exercised in performing such services.

ARTICLE 3 TERM AND TERMINATION

Section 3.1 Term

This Agreement shall become effective as of the Effective Date and shall remain in force for the duration of the term specified in the applicable Service Schedule, including any renewals thereof, or if multiple Service Schedules are executed under this Agreement, until the expiration of the latest-expiring Service Schedule then in effect (the "Term"), unless earlier terminated in accordance with Section 3.2.

Section 3.2 Termination

(a) Either Party may terminate this Agreement by giving Notice to the other Party of its intent to terminate this Agreement at least one hundred and eighty (180) Days prior to the end of the then-current Term. Such termination will be effective at the end of the then-current Term.

(b) CAA Colorado may terminate this Agreement by giving at least thirty (30) Days' Notice of its intent to terminate this Agreement in the event of any Change in Law, including any change in the Act, that materially alters or eliminates CAA Colorado's authority or ability to administer the Program or reimburse Service Provider.

(c) CAA Colorado may terminate this Agreement by giving at least thirty (30) Days' Notice to Service Provider if CAA Colorado determines that it will no longer serve as the PRO past the Plan's initial term end date, December 31, 2030; provided, however, that any such termination pursuant to this provision shall not be effective prior to December 31, 2030.

(d) CAA Colorado may terminate this Agreement immediately upon Notice to Service Provider if, at any time after the Effective Date, CDPHE withdraws approval or declines to approve CAA Colorado's producer responsibility program plan, or if CAA Colorado is otherwise not subject to the obligations of a PRO under the Act.

(e) If Service Provider breaches any of its obligations, representations, or warranties under this Agreement, CAA Colorado shall provide Service Provider with Notice of the breach, after which Service Provider shall have one hundred and eighty (180) Days, or such other period as the Parties may agree in writing, to cure such breach, except in circumstances where this Agreement expressly permits immediate termination, including, without limitation, termination for failure to disclose a Conflict of Interest pursuant to Section 20.2, or any other event for which termination is expressly provided under the Agreement. Service Provider shall continue to perform the Services diligently during any cure period and during any period in which a breach remains uncured. CAA Colorado may suspend reimbursement of Service Provider's Eligible Expenses without further notice until the breach is cured; provided that reimbursement shall continue to accrue during such suspension period for any compliant portion of Services performed and CAA Colorado shall pay the accrued amount to Service Provider after the breach is cured. In the event Service Provider fails to cure such breach in accordance with this section, CAA Colorado shall be entitled to, at CAA Colorado's option, to exercise one or more of the following remedies:

(i) Terminate this Agreement effective immediately upon Notice; and/or

(ii) Seek injunctive relief, including specific performance, to prevent the breach and/or to require the continued performance of the Services.

(f) CAA Colorado may terminate this Agreement whenever CAA Colorado determines that such termination is otherwise in its best interest by providing Service Provider with at least ninety (90) Days' prior Notice.

(g) Upon any termination of this Agreement in accordance with this Section 3.2, except termination for breach in accordance with subsection (e) above, neither Party shall be liable to the other for any payments, damages, or penalties arising from such termination, except for (i) any properly submitted and undisputed invoices, or portions thereof, for Services performed prior to the effective date of termination, (ii) repayment of the unamortized portion of any capital investments made by a Party for the purpose of fulfilling this Agreement, provided that such repayment shall be made by the Party retaining the benefit or ownership of the underlying assets to the Party that funded the investment, and (iii) resolution of any disputed invoices or Claims

under this Agreement that survive termination. All such invoices, repayment of capital investment, and Claims shall continue to be governed by this Agreement until full and final resolution.

ARTICLE 4 TIME IS OF THE ESSENCE

Service Provider shall commence and thereafter proceed continuously and diligently to complete each element of the Services within the time periods set out in this Agreement. If Service Provider is delayed as to a portion of the Services, it must nevertheless proceed continuously and diligently with the prosecution of the remainder of the Services. Except for the occurrence of a Force Majeure Event as described in Section 20.5, no extension, waiver, or modification of time for any delayed or impacted portion of the Services shall be effective unless expressly agreed in writing by CAA Colorado and executed through a Change Order in accordance with Article 10. Any such extension, waiver, or modification shall not limit or impair CAA Colorado's right to assess any liquidated damages set forth in the Service Schedule(s) and shall not waive or diminish the continuing requirement that time is of the essence with respect to all other portions of the Services.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

Section 5.1 Service Provider's Representations and Warranties

Service Provider hereby represents and warrants to CAA Colorado that each of the following representations and warranties in this Article 5 is true and correct as of the Effective Date.

(a) Service Provider has the full legal right, power, and authority to enter into and to fully and timely perform its obligations under this Agreement.

(b) Service Provider has duly authorized, executed, and delivered this Agreement and this Agreement constitutes a legal, valid, and binding obligation, enforceable against Service Provider in accordance with its terms.

(c) Neither the execution nor delivery by Service Provider of this Agreement, nor the performance by Service Provider of its obligations under this Agreement, conflicts with, violates, or results in a breach of any constitution, law, or governmental regulation applicable to it, or materially conflicts with, violates, or results in a breach of any term or condition of any order, judgment, or decree, or any agreement or instrument to which Service Provider is a party or by which Service Provider or any of its properties or assets are bound, or constitutes a default thereunder.

(d) Service Provider is financially solvent, able to pay all debts as they mature, and possesses sufficient working capital to perform all of Service Provider's obligations hereunder.

(e) Service Provider and Service Provider's facilities, employees, Subcontractors, or agents possess the business, professional, and technical expertise, training, equipment, and materials required to perform the Services.

(f) All permits, licenses, certificates, or approvals required by Applicable Laws to perform the Services have been issued, as of the Effective Date, and shall be retained throughout the term of the Agreement.

Section 5.2 CAA Colorado's Representations and Warranties

CAA Colorado hereby represents and warrants to Service Provider that, as of the Effective Date, CAA Colorado is the designated PRO and it has not received notice of any termination of, or intent to terminate, such status.

ARTICLE 6 PERMITS, LICENSES, AND AUTHORIZATIONS

Service Provider shall be responsible, at its sole cost and expense, for applying for (or causing to be applied for, as applicable) and shall use commercially reasonable efforts to obtain (or cause to be obtained, as applicable) all permits or other regulatory approvals or authorizations required for performance of the Services and compliance with Applicable Laws.

ARTICLE 7 REIMBURSEMENT OF SERVICES

Section 7.1 Reimbursement

(a) CAA Colorado will reimburse Service Provider for Eligible Expenses incurred for performance of the Services under each Service Schedule pursuant to the terms and conditions thereof and all other terms of this Agreement.

(b) CAA Colorado is only obligated to reimburse Service Provider for Eligible Expenses pursuant to the Act, all rules and regulations promulgated thereunder, and as specifically required by the current CAA Colorado Program Plan approved by CDPHE. CAA Colorado will not make disbursements to Service Provider for expenses incurred before the Effective Date or after termination of the Agreement, except to the extent it is expressly obligated to do so under these authorities. CAA Colorado's obligation to reimburse Service Provider for any Eligible Expense is conditioned upon Service Provider's material compliance with its obligations under this Agreement and certification of such compliance with submittal of each invoice.

(c) In the event of a change in the Act, any rules and regulations promulgated thereunder, or the CAA Colorado Program Plan, eligibility for reimbursement shall be determined in accordance with these authorities at the time the Eligible Expense was incurred except to the extent that the change in the applicable authority requires otherwise.

(d) All reimbursement payable by CAA Colorado to Service Provider under this Agreement shall be paid exclusively in U.S. dollars.

Section 7.2 Set-off

CAA Colorado may set off or deduct any undisputed amount due and payable by Service Provider to CAA Colorado, including, without limitation, any overpayment, credits, or damages, from and against any amounts payable by CAA Colorado to Service Provider under this Agreement.

ARTICLE 8 INVOICING

Section 8.1 Invoicing Procedures

(a) Service Provider shall prepare and submit complete and accurate invoices for reimbursement of Eligible Expenses incurred after the Effective Date to CAA Colorado in accordance with the requirements provided in each Service Schedule, including requirements regarding the information to be provided in each invoice and the form in which an invoice shall be prepared. Each invoice shall include a certification signed by an authorized representative of Service Provider that it is in material compliance with its obligations under this Agreement.

(b) CAA Colorado may reject a payment or nullify any previous approval, to the extent necessary, in CAA Colorado's opinion, to protect CAA Colorado from loss if:

(i) The invoice or its attachments are incomplete or incorrect; or

(ii) Service Provider's performance was materially non-compliant with this Agreement.

(c) If CAA Colorado rejects the invoice, CAA Colorado will promptly notify Service Provider in writing of the rejection and the reason for such rejection. In the event an invoice is rejected by CAA Colorado, Service Provider shall make the necessary corrections and resubmit the invoice to CAA Colorado.

(d) CAA Colorado will pay Service Provider the amount approved in accordance with the timeframe set forth within the Service Schedule.

Section 8.2 Payment to Subcontractors

Service Provider agrees there are no contractual relationships or obligations between any Subcontractor to Service Provider and CAA Colorado with respect to the Services provided under this Agreement (although CAA Colorado may have direct contracts with such Subcontractors for other services), nor is CAA Colorado liable in any way or on any basis for Service Provider's failure to make timely payment to the Subcontractors. By submission of an invoice, Service Provider certifies that all Subcontractors have been paid amounts due for work performed and materials furnished through the end date of the billing period covered by the immediately preceding invoice. CAA Colorado may request that Service Provider provide documentation of payment to Subcontractors before making further payment.

Section 8.3 No Guarantee of Work or Compensation

Service Provider acknowledges that it is providing the Services to CAA Colorado on a non-exclusive basis. CAA Colorado makes no representation or warranty as to the nature, timing, quality, quantity, or volume of Services to be performed under this Agreement, or the amount of compensation, if any, that may be earned or paid hereunder, except otherwise provided in a Service Schedule. Neither Party shall be liable for any claims, losses, or expectations arising from any perceived obligation to provide or receive a minimum level of Services or compensation unless expressly set forth in an executed Service Schedule. CAA Colorado reserves the right to contract

with other parties for the same or similar Services as those provided by Service Provider and reserves the right to obtain the same or similar Services internally.

ARTICLE 9 PERSONNEL AND SUBCONTRACTING

Section 9.1 Personnel

The Services shall be performed only by competent personnel under the management, supervision, and direction of, or in the employ of, Service Provider or its Subcontractors.

Section 9.2 Subcontracts

(a) The subcontracting of all or any part of the Services by Service Provider will not relieve Service Provider from any of the obligations or conditions of this Agreement. It is Service Provider's responsibility to assure that the Services are performed in compliance and subject to the applicable terms and conditions of the Agreement.

(b) Nothing contained in the Contract Documents nor any Subcontract will create any contractual relationship between CAA Colorado and any Subcontractor, other than designating CAA Colorado as a third-party beneficiary thereof or as a result of any assignment of any Subcontract to CAA Colorado, or create any obligation on the part of CAA Colorado to pay or cause the payment of any sums to any Subcontractor or grant any Subcontractor any rights as a third-party beneficiary.

ARTICLE 10 CHANGES

Section 10.1 CAA Colorado Requested Changes

(a) CAA Colorado may, at any time and from time to time, request additions, deletions, amendments, or any other changes to the Services set out in any Service Schedule or the manner of performance, schedule, or Reimbursement Rate for such Services (a "Change") by issuing a "Change Request."

(b) Service Provider shall provide, unless otherwise expressly set forth in a Service Schedule, a detailed proposal (a "Change Proposal") within thirty (30) Business Days of receipt of the Change Request or such longer period as is reasonably required to prepare such Change Proposal as the Parties may agree in writing. Such Change Proposal shall include details with respect to the implementation of the Change, any costs or other changes required to this Agreement, including the applicable Service Schedule, and timing for implementation to comply with the Change Request. If Service Provider believes that implementation of the proposed Change is not technically possible, it shall provide, unless otherwise expressly set forth in a Service Schedule, a written response to CAA Colorado within twenty (20) Business Days following receipt of the Change Request stating that it is unable to implement such Change and providing the reasons for such determination.

(c) After Service Provider has responded to the Change Request pursuant to Section 10.1(b), unless CAA Colorado agrees that it would not be technically possible for Service Provider to implement the Change, the Parties shall, upon CAA Colorado's request, meet to discuss, in good

faith, the feasibility of implementing the proposed Change, including any alternative or modified approaches that could satisfy CAA Colorado's objectives, and/or the terms pursuant to which the Parties may agree to implement the proposed Change.

(d) Notwithstanding the foregoing, CAA Colorado may direct a Change unilaterally in the event such Change is required for compliance with the Act by issuing a written order ("Directive Order") that stipulates the Change. The Directive Order shall be final and binding, subject only to the Dispute Resolution Procedure pursuant to Article 19. Service Provider shall thereafter proceed with implementing the Change in accordance with the Directive Order. Service Provider shall be entitled to adjustment to the Reimbursement Rate that compensates Service Provider for any additional Eligible Expenses incurred by the Directive Order as reasonably substantiated by Service Provider's supporting information and documentation. Service Provider's failure or refusal to proceed promptly as directed will constitute a default under this Agreement. Directive Orders will, with respect to the relevant Changes, be incorporated into a Change Order following agreement by the Parties on adjustments to the Reimbursement Rate.

Section 10.2 Service Provider Requested Changes

(a) Service Provider may, at any time and from time to time, request a Change by delivering a Change Proposal to CAA Colorado.

(b) Service Provider shall request any Changes at no additional charge to CAA Colorado unless implementing the Change will require Service Provider to incur additional costs, in which case Service Provider shall make available to CAA Colorado all supporting information and documentation reasonably necessary to substantiate the pricing of the proposed Change.

(c) The Parties shall, upon CAA Colorado's request, negotiate in good faith the terms pursuant to which the Parties may agree to implement the proposed Change, unless CAA Colorado, in its sole discretion, declines a Change Proposal.

Section 10.3 Execution of Change Order

If the Parties reach agreement on the terms pursuant to which the proposed Change will be implemented, CAA Colorado will issue a Change Order to Service Provider for execution. Service Provider shall continue to perform the Services in accordance with the then-existing Agreement without implementing any Change unless and until a Change Order has been fully executed by both Parties except to the extent directed by a Directive Order.

ARTICLE 11 PILOT PROJECT

Either Party may propose supplemental or modified Services, including expansion of Services to cover additional Covered Materials, operational improvements, technology enhancements, or other initiatives, intended to support or improve the Program ("Pilot Project").

Section 11.1 CAA Colorado Initiated Pilot Projects

(a) CAA Colorado will give Service Provider a minimum of ninety (90) Days' advance notice of a proposed Pilot Project. Service Provider shall notify CAA Colorado within thirty (30)

Days following receipt of notification of the Pilot Project whether Service Provider elects to participate in the Pilot Project. The Pilot Project, including its scope, the schedule for its commencement and implementation, and the allocation of any costs or savings accrued by such Pilot Projects shall be negotiated by the Parties in accordance with Section 10.1 and shall not become effective unless and until the Parties execute a Change Order in accordance with Section 10.3.

(b) If CAA Colorado deems the Pilot Project a success and desires to incorporate the supplemental or modified Services into the Standards and Specifications, such a change will be made pursuant to the Change Order process set out in Article 10.

Section 11.2 Service Provider Initiated Pilot Project Proposals

For a Service Provider-initiated Pilot Project, Service Provider shall submit to CAA Colorado a Pilot Project Proposal. A Pilot Project Proposal must:

(a) Enhance the Services provided under the applicable Service Schedule and support the Program's goals;

(b) Comply with all Applicable Laws; and

(c) Include a detailed cost analysis and an operational analysis sufficient for CAA Colorado to evaluate feasibility, Program alignment, and financial implications of adoption.

CAA Colorado will consider a Pilot Project Proposal as a Change Proposal in accordance with Section 10.2 and maintains sole discretion to reject a Pilot Project Proposal or negotiate terms for implementation in a Change Order pursuant to Section 10.3. Service Provider shall not implement any Pilot Project Proposal without a fully executed Change Order. If CAA Colorado deems the implementation of a Pilot Project Proposal a success and desires to incorporate it into the Standards and Specifications, such a change will be made pursuant to the Change Order process set out in Article 10.

ARTICLE 12 REPORTING; RECORDKEEPING; OWNERSHIP OF INFORMATION

Section 12.1 Reporting

(a) Service Provider shall promptly report to CAA Colorado all information set forth in the applicable Service Schedule via the CAA Service Provider Portal, including (i) any information CAA Colorado may require to comply with its annual reporting requirements under C.R.S. § 25-17-709, (ii) any related information to substantiate that funding was used for the Eligible Expense for which it was disbursed, and (iii) any Activity Reports or other reports requested or required in accordance with the applicable Service Schedule.

(b) Any additional reporting requirements, including modification to the reporting format, frequency, or content required under this Section 12.1 or the Service Schedule shall be subject to mutual agreement of the Parties and shall not be effective unless and until a Change Order has been executed in accordance with Article 10, unless reasonably required for compliance with Law or in CAA's reasonable discretion for administration of the Program.

(c) To the extent Service Provider reports any Proprietary Information to CAA Colorado pursuant to this Section 12.1, CAA Colorado shall maintain the confidentiality of such Proprietary Information as required under Article 14.

Section 12.2 Recordkeeping

For seven (7) years after the submission of an invoice, Service Provider shall maintain all records necessary to substantiate the expenses for which reimbursement was requested.

Section 12.3 Ownership of Information

As required by and in accordance with Applicable Law, CAA Colorado may, from time to time, prepare reports or other documents, including those necessary to fulfill its reporting obligations under the Act, that include or are derived from information reported by Service Provider pursuant to Section 12.1 of this Agreement and any applicable reporting requirements set forth in the Service Schedule. CAA Colorado shall be the sole owner of all intellectual property rights pertaining to such reports or other documents, including all derivative works thereof, and shall have the unrestricted right, free of royalties or other charges, to publish or use such materials at any time, in whole or in part. To the extent such reports or documents contain Service Provider's information, Service Provider grants CAA Colorado a non-exclusive, royalty-free, fully paid, worldwide license to publish or use Service Provider's information at any time, in whole or in part. Nothing in the foregoing shall be construed to limit the terms of Article 14 of this Agreement.

ARTICLE 13 AUDIT

(a) CAA Colorado, including any authorized agent or designated auditor, may, upon at least ten (10) Business Days' advance notice and at CAA Colorado's expense, access, examine, copy, and retain, in paper or electronic form at CAA Colorado's election, any books, documents, papers, and records pertinent to Service Provider's performance of the Services or other transactions related to this Agreement, for the purpose of satisfying its obligations under Applicable Law or substantiating that funding was used for the Eligible Expense for which it was disbursed. Such access shall be granted during Service Provider's regular business hours and shall continue until the later of (a) seven (7) years after final payment under the Agreement or (b) expiration of the applicable statute of limitations. CAA Colorado may conduct no more than one (1) audit per year; provided, however, that if an audit reveals that funds were used for ineligible expenses that exceed five percent (5%) of the total reimbursed amount during the period audited or if CAA Colorado finds a reasonable basis to suspect fraud, CAA Colorado may conduct additional audits during such calendar year. Service Provider shall make reasonable efforts to cooperate with CAA Colorado in conducting such audits.

(b) Following completion of an audit, CAA Colorado shall provide Service Provider with written findings that describe (i) the scope of the audit performed, (ii) any questioned or ineligible expenses identified, and (iii) any resulting payment adjustments, reimbursements due, or other corrective actions required under this Agreement. CAA Colorado shall reasonably consider any additional information or explanation regarding the findings provided by Service Provider within thirty (30) Days after receipt of the written findings.

(c) If any audit reveals that funds were received by Service Provider for reimbursement of any ineligible expenses that exceed five percent (5%) of the total reimbursed amount during the period audited, Service Provider shall reimburse CAA Colorado for its reasonable audit costs within thirty (30) Days following the conclusion of the audit.

(d) To the extent that invoice payments made or pending cannot be verified by source documentation during CAA Colorado's audit, or where such source documentation is not provided by Service Provider, CAA Colorado shall adjust the applicable payments to reflect only the amounts substantiated by source documentation. Any such adjustments shall be offset against the first payment due to Service Provider after the conclusion of the audit.

(e) If the receipt of CAA Colorado's funds for ineligible expenses or the failure to provide source documentation for verification is determined by CAA Colorado to be habitual or intentional, CAA Colorado may suspend reimbursement payments and declare Service Provider to be in breach of the Agreement. In addition, Service Provider may be subject to investigation for fraud and any other remedies available under applicable Law.

(f) If any audit reveals a material discrepancy between the data used by Service Provider to develop the Reimbursement Rate and Service Provider's actual records, CAA Colorado may adjust the Reimbursement Rate to reflect the audited data. Such adjustment shall include reconciliation of any overpayments or underpayments identified by the audit, and the Parties shall make all payments or reimbursement necessary to fully correct such overbilling or underbilling for the audited period(s). Following completion of such reconciliation and payment of any amounts due, the Reimbursement Rate shall be prospectively adjusted to reflect the audit findings and shall apply to Invoice Periods after the conclusion of the audit, except as otherwise provided pursuant to the provision of this Article 13.

(g) CAA Colorado or its designated auditor will maintain confidentiality of Service Provider's Proprietary Information in accordance with Article 14. No examination of records and audit pursuant to this paragraph shall require Service Provider to make disclosures in violation of state or federal privacy Laws or otherwise in violation of Article 14.

ARTICLE 14 CONFIDENTIALITY AND PUBLICITY

(a) Each Party acknowledges and accepts that, in performance of Services under the terms of this Agreement, each Party may provide (the "Disclosing Party") to the other Party (the "Receiving Party") Proprietary Information that is owned or controlled by the Disclosing Party, and that the disclosure of such Proprietary Information may be damaging to the Disclosing Party. Each Party agrees that all Proprietary Information provided or otherwise disclosed by the Disclosing Party to the Receiving Party shall be held in confidence and used and shared with any Subcontractors solely for the purpose of administering, verifying, and auditing reimbursements in accordance with this Agreement. Such Proprietary Information may be in hardcopy, printed, digital, or electronic format. The Receiving Party shall promptly give notice to the Disclosing Party of any unauthorized use or disclosure of Proprietary Information of which the Receiving Party becomes aware, and the Receiving Party shall reasonably assist the Disclosing Party in remedying any such unauthorized use or disclosure of Proprietary Information caused by the

Receiving Party. This Article 14 shall not apply to any information that is: (i) in the public domain; or (ii) required by Applicable Law (including the Colorado Open Records Act), the Act, any rules or regulations promulgated thereunder, or CAA Colorado Program Plan to be disclosed, or, that should not reasonably be considered Proprietary Information, as determined pursuant to Section 14(c).

(b) Service Provider acknowledges that CAA Colorado is required by Applicable Laws, including the Act, to provide certain information to governmental authorities as part of its reporting obligations thereunder. Service Provider shall have no expectation of confidentiality with respect to such information reported to CAA Colorado; provided that CAA Colorado will make reasonable efforts not to disclose more information than is, in CAA Colorado's sole discretion, required by Applicable Law or reasonably necessary for CAA Colorado to perform its obligations as a PRO.

(c) Notwithstanding any other term of this Agreement, Service Provider is solely responsible for marking each page of all materials it believes contains Proprietary Information that it provides or causes to be provided to CAA Colorado, including its officers, employees, and agents, under this Agreement. CAA Colorado shall have no obligation to keep confidential, and shall incur no liability for the disclosure of, any information that is not so marked or any information, whether or not marked as Proprietary Information, that CAA Colorado, in its sole discretion, determines is required to be disclosed under Applicable Laws or is reasonably necessary to perform its obligations as a PRO.

(d) If CAA Colorado determines that it is required to disclose any information marked by Service Provider as Proprietary Information in accordance with Section 14(c), CAA Colorado shall provide Service Provider advance Notice prior to disclosure and a reasonable opportunity for Service Provider to object to disclosure and to obtain a protective order against such disclosure. Service Provider shall thereafter act diligently, at no cost or expense to CAA Colorado, to obtain such order in a timely manner and, if Service Provider has timely objected prior to any legally-imposed deadline for disclosure, CAA Colorado shall continue to withhold such information until a final, non-appealable order is issued.

ARTICLE 15 INDEPENDENT LIABILITY

(a) Service Provider shall be solely responsible and liable for all liabilities, expenses (including attorney's fees), claims, judgments, suits, or demands for damages to persons or property to the extent arising out of, resulting from, or relating to the acts or omissions of Service Provider or its officers, employees, or agents under this Agreement ("Claims"). Nothing in this Article 15 shall be interpreted as a waiver of any immunity, limitation, or defense available to Service Provider under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. or other Applicable Law.

(b) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Service Provider under the terms of this Article 15. Service Provider may obtain, at its own expense, any additional insurance that it deems necessary for the protection of CAA Colorado.

ARTICLE 16 INSURANCE

Section 16.1 General Conditions.

(a) Service Provider shall, at or before the execution of this Agreement, obtain and thereafter maintain in full force and effect insurance coverage to the extent specified in each Service Schedule, including the required types and minimum limits of coverage. Coverage shall be maintained for the periods set forth in the applicable Service Schedule.

(b) Unless otherwise specified in a Service Schedule, all required insurance shall be issued by insurers licensed or authorized to do business in the state of Colorado and rated at least "A" VIII or better by A.M. Best Company.

(c) Each required policy shall provide that, if canceled by the insurer prior to the end of the applicable coverage period (and, if applicable, upon nonrenewal or material reduction in coverage), the insurer will give CAA Colorado at least thirty (30) Days' prior Notice. Notice shall be delivered to the parties identified in Section 20.8. If the insurer will not provide such notice, Service Provider shall, within three (3) Business Days after receiving any cancellation notice from its insurer(s), provide Notice to the parties identified in Section 20.8, referencing CAA Colorado's contract number.

(d) Service Provider shall be solely responsible for payment of all deductibles and self-insured retentions under its policies.

(e) The insurance coverage set forth in the Service Schedules constitutes minimum requirements only and shall not be construed to limit or reduce Service Provider's obligations or liability under this Agreement. Service Provider shall, at its own expense, maintain any additional insurance it deems necessary to fulfill its obligations and liabilities hereunder.

(f) Service Provider's failure to maintain the required insurance coverage, provide acceptable proof of insurance, and/or to require Subcontractors to maintain appropriate insurance, constitutes a material breach of the Agreement. In such event, CAA Colorado may suspend Service Provider's performance of the Services, procure insurance at Service Provider's expense, or terminate the Agreement in accordance with Section 3.2(e).

Section 16.2 Proof of Insurance.

(a) Service Provider may not commence performance of Services under a Service Schedule prior to placement of coverages required thereunder. Service Provider shall provide certificates of insurance to CAA Colorado prior to commencement of Services and annually thereafter or upon request of CAA Colorado during the Term of this Agreement. Service Provider certifies that any certificate of insurance submitted to CAA Colorado complies with all insurance requirements of the applicable Service Schedule.

(b) The certificate of insurance shall (i) include all endorsements granting additional insured status, primary and noncontributory language, and waivers of subrogation; and (ii) be updated and delivered upon policy renewal.

(c) CAA Colorado's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in the applicable Service Schedule shall not act as a waiver of Service Provider's breach of this Agreement or of any of CAA Colorado's rights or remedies under this Agreement. CAA Colorado may require additional proof of insurance, including but not limited to policies and endorsements.

Section 16.3 Additional Insureds.

Service Provider and Subcontractor's insurer(s) shall name CAA Colorado, its officers, employees, agents, and volunteers, and any other person or entity upon written request by CAA Colorado, as additional insureds for any commercial general liability, business auto liability, excess liability, and other types of insurance policies to the extent that such additional insureds are required by a given Service Schedule.

Section 16.4 Waiver of Subrogation.

For all coverages, Service Provider's insurer shall waive subrogation rights against CAA Colorado.

Section 16.5 Subcontractors.

Service Provider shall confirm and document that all Subcontractors procure and maintain coverage as approved by Service Provider and appropriate to their respective primary business risks, considering the nature and scope of services provided. If Service Provider contracts with a Subcontractor to perform all Services on its behalf, Service Provider may satisfy the requirements of this Article 16 through insurance maintained by such Subcontractor; provided that Service Provider shall remain primarily liable for ensuring the Subcontractor's insurance satisfies the requirements herein. Notwithstanding any insurance maintained by Subcontractors, Service Provider remains fully responsible for Subcontractors' performance of Service Provider's obligations under this Agreement.

Section 16.6 Additional Provisions.

(a) For any required commercial general liability, excess/umbrella liability, and pollution liability, the policies must provide the following:

(i) Contractual liability covering the liability assumed in an insured contract;

(ii) A severability of interests provision;

(iii) A provision that coverage is primary, but only to the extent of the liabilities assumed under this Agreement; provided however, the preceding limitation neither limits Service Provider's liability nor the coverage extended to CAA Colorado as an additional insured to the payment obligations arising out of the Agreement; and

(iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by CAA Colorado, but only to the extent of the liabilities assumed under this Agreement; provided however, the preceding limitation neither limits Service

Provider's liability nor the coverage extended to CAA Colorado as an additional insured to the payment obligations arising out of the Agreement.

(b) For any required commercial general liability, excess/umbrella liability, and pollution liability, if the policy is a claims-made policy, then the retroactive date must be on or before the Effective Date of this Agreement or the first date when any goods or services were provided to CAA Colorado, whichever is earlier.

(c) For any required commercial general liability, excess/umbrella liability, and pollution liability, the policies must not contain any exclusion or limitation of liability related to Losses caused in part or whole by Subcontractors, independent contractors, suppliers, and other entities directly or indirectly performing Services under this Agreement on behalf of Service Provider.

ARTICLE 17 NOTIFICATION

Service Provider shall promptly notify CAA Colorado in writing of the following events at any time during the Term of this Agreement, and in any case within thirty (30) Days following the date of such occurrence, unless a different notice period is specified for a particular event below:

(a) Any corporate changes of Service Provider, or the parent of Service Provider, including, but not limited to, mergers, sales, and acquisitions that, as reasonably determined by Service Provider, affect Service Provider's qualification as a Service Provider or its eligibility for reimbursement under this Agreement;

(b) Receipt of a Notice of Violation ("NOV") for any violations of Applicable Laws in relation to Service Provider's performance of Services under this Agreement, within 24 hours of receipt of such notice, together with a copy of the NOV, a description of any corrective action taken or to be taken, and, if all corrective actions cannot reasonably be identified within 24 hours, a plan for determining any additional corrective actions that may be required;

(c) Filing for bankruptcy, within 24 hours of such filing;

(d) Cancellation or termination of required permits, licenses, or other required authorizations necessary to ensure performance of the Services; and

(e) Cancellation or otherwise loss of insurance coverage or performance security required by this Agreement; provided, however, that such events shall not relieve Service Provider of its bonded obligations and performance of the Services.

ARTICLE 18 USE OF NAMES AND MARKS IN PUBLIC COMMUNICATIONS

(a) Subject to the other Party's prior express written approval, each Party may use the other Party's name, logo, symbol, trademark, or service mark (collectively, the "Marks") in electronic, printed, stamped, or inscribed materials to support and promote the relationship between the Parties during the Term. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferable, and non-assignable.

(b) Service Provider shall not, without CAA Colorado's prior written authorization:

(i) Use any statements, whether written or oral, made by CAA Colorado or its employees to market, sell, promote, or highlight Service Provider or its facilities, products, and services; and,

(ii) Use any subjective or perceived interpretations, whether or not factually accurate, of CAA Colorado's opinion regarding Service Provider's performance, product(s), and/or service(s) in any document, article, publication, or press release intended for marketing, promotional, or public relations purposes.

Notwithstanding the foregoing, Service Provider may include CAA Colorado on its client lists and/or identify CAA Colorado as a reference customer.

ARTICLE 19 DISPUTE RESOLUTION

Section 19.1 Dispute Resolution Procedure

(a) In the event of a dispute arising out of or relating to this Agreement, including the interpretation, scope, or breach thereof, or the extent of the Parties' obligations under this Agreement (a "Dispute"), the Parties shall endeavor to reach a resolution of the Dispute satisfactory to both Parties. Either Party may commence such process by requesting a meeting with the other Party, which may take place in person, or remotely. Each Party shall nominate a representative who shall meet to try to resolve the Dispute.

(b) Following such meeting request, the Parties shall confer and otherwise use reasonable efforts to initiate the Dispute Resolution Procedure and to resolve the Dispute within a period of thirty (30) Days (the "Dispute Negotiation Period"). If the Dispute is not resolved within the Dispute Negotiation Period, then:

(i) The Dispute may, at either Party's request, be referred to mediation for a good faith resolution. Either Party may initiate the mediation process by giving notice in writing, requesting mediation, to the other Party (a "Mediation Notice").

(ii) Within ten (10) Days after such Mediation Notice, the Parties shall confer in good faith to select a mutually acceptable mediator. If the Parties are unable to agree on a mediator within that period, the Parties shall request that Judicial Arbitration and Mediation Services ("JAMS"), or another reputable dispute resolution organization mutually agreed upon by the Parties, assign a neutral mediator to the matter.

(iii) If there is any aspect of the form or conduct of the mediation on which the Parties cannot agree within ten (10) Days from the date of delivery of the Mediation Notice, the mediator shall, at the request of either Party, decide that point, having first made reasonable efforts to consult with each of the Parties on the issue.

(iv) The mediation shall start not later than sixty (60) Days from the date of delivery of the Mediation Notice. The mediation shall be governed by the substantive law of the state of Colorado.

(v) Each Party shall bear its own costs and expenses of its participation in the mediation, including attorney's fees.

(c) If either Party refuses or fails to participate in the mediation process or if a resolution of the Dispute is not reached within ninety (90) Days from delivery of the Mediation Notice, any action, controversy, lawsuit, or claim arising out of or relating to a Dispute, shall be resolved by binding arbitration. In the absence of any mutual agreement by the Parties, the seat of arbitration shall be Denver, Colorado, and shall be conducted in accordance with the then effective JAMS arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and expenses, including attorney's fees, and an equal share of the arbitrator's fees and any administrative fees of arbitration. The decision of the arbitrator(s) shall be final and binding on the Parties, and the Parties waive any right to appeal the decision, to the extent a waiver can be made under applicable law. Notwithstanding the foregoing, if Service Provider is prohibited by law from engaging in arbitration, the provisions of this Section 19.1(c) herein regarding binding arbitration shall not apply and the Parties may seek judicial resolution, subject to Section 20.11 herein.

(d) Notwithstanding the foregoing, nothing in this Article 19 shall limit the ability of a Party to seek injunctive relief from a court of competent jurisdiction ordering compliance with the Agreement or enjoining and restraining the continuation of a breach of the Agreement.

Section 19.2 Documentation of Dispute Resolution

(a) Upon the Parties' agreement on any settlement of a Dispute, the Parties shall execute a written settlement agreement, setting out the details of such settlement. Such settlement agreement shall be final, binding, and enforceable to the extent permitted by Applicable Laws.

(b) With the exception of any duly-executed settlement agreements, statements made by the Parties, including by their officers, employees, agents, and representatives, during any meetings or in any communications related to efforts to amicably settle or resolve a Dispute pursuant to this Article 19, including to or before a mediator or arbitrator, and documents containing statements or opinions specifically prepared in connection with the same, shall be considered part of settlement negotiations and shall not be admissible as evidence in any other proceeding between the Parties of any kind, including court proceedings, without the mutual written consent of the Parties. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable resulting from its use during settlement discussions or mediation.

Section 19.3 Continuation of Work

While resolving any Dispute, Service Provider shall continue with the Services (including any Services that are the subject of the Dispute) in accordance with the Contract Documents, and CAA Colorado will continue without interruption to make timely payment of undisputed amounts. Neither Party shall be excused from performance except to the extent that such performance is rendered impossible or impracticable by the nature of the Dispute.

ARTICLE 20 GENERAL PROVISIONS

Section 20.1 Relationship of the Parties

(a) Neither Party shall have the power or authority to bind the other Party or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party. Neither Party shall hold itself out as an agent, partner, or employee of the other Party. Nothing in the Agreement shall have the effect of creating an employment, partnership, or agency relationship between the Parties or any of the Parties' directors, officers, employees, agents, partners, affiliates, volunteers, or Subcontractors. Service Provider acknowledges that CAA Colorado is a private nonprofit entity and not a governmental entity or the functional equivalent of a governmental entity.

(b) Notwithstanding CAA Colorado's obligation to reimburse Service Provider for its performance of the Services under this Agreement, CAA Colorado does not control, participate, or directly manage day-to-day operations of Service Provider or transactions between Service Providers and any third parties. Service Provider is, and shall remain, an independent organization solely responsible for the performance of any Services under this Agreement in exchange for reimbursement as provided herein. Service Provider retains all its statutory authority and governance responsibilities in relation to the performance of the Services. For all transactions with third parties, Service Provider shall establish and maintain a direct business relationship and shall engage in regular communication and planning with the relevant third parties. CAA Colorado shall not be held liable for the acts or omissions of Service Provider.

Section 20.2 Conflict of Interest

(a) Service Provider shall:

(i) Avoid any Conflict of Interest in the performance of its obligations under this Agreement; and

(ii) If a Conflict of Interest is discovered at any time during the Term of this Agreement,

(A) Make an immediate and full written disclosure to CAA Colorado that includes a description of the action that Service Provider has taken or proposes to take to eliminate or mitigate the conflict; and

(B) Comply with any requirements prescribed by CAA Colorado to eliminate, mitigate, or otherwise resolve any Conflict of Interest.

(b) CAA Colorado may terminate this Agreement in accordance with Section 3.2(e), if:

(i) Service Provider fails to comply with any requirements prescribed by CAA Colorado to eliminate, mitigate, or otherwise resolve a Conflict of Interest; or

(ii) Any Conflict of Interest cannot, in CAA Colorado's sole discretion, be resolved to its satisfaction;

in either case within thirty (30) Days following Service Provider's receipt of CAA Colorado's Notice of the conflict or Service Provider's disclosure of such conflict.

(c) Without limiting any other rights or remedies available to CAA Colorado under this Agreement, at law, or in equity, CAA Colorado may immediately terminate this Agreement in accordance with Section 3.2(e) if a Conflict of Interest that Service Provider knew, or should have known about, but failed to promptly disclose, is determined to exist during the procurement process or the Term of this Agreement.

(d) This Section 20.2 shall survive any termination or expiration of this Agreement.

Section 20.3 Entire Agreement

This Agreement, together with the schedules and attachments hereto, embodies the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior understanding or agreement, collateral, oral, or otherwise, existing between the Parties at the Effective Date.

Section 20.4 Severability

If any term or condition of the Agreement, or the application thereof to the Parties or circumstances, is to any extent invalid or unenforceable as determined by a court of competent jurisdiction, the remainder of the Agreement, and the application of such term or condition to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby to the maximum extent permitted by Applicable Laws. The invalidation or unenforceability of any such term or condition of the Agreement shall not impose any additional obligations or liabilities on either Party beyond those expressly set forth in the remaining valid terms and conditions of this Agreement.

Section 20.5 Force Majeure

(a) Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an extraordinary and unforeseeable event beyond the reasonable control of the affected Party, which could not have been prevented or mitigated through reasonable diligence, contingency planning, or industry-standard practices (a "Force Majeure Event"). The Parties agree that Force Majeure Events shall include the following events or circumstances, but only to the extent that they directly and materially impair the affected Party's capacity to perform its obligations under this Agreement, and only where such events or circumstances are not caused, in whole or in part, by the acts or omissions of the affected Party:

(i) Natural disasters, including, without limitation, hurricanes, earthquakes, wildfires, and floods;

(ii) Civil unrest, riots, war, rebellion, or sabotage;

(iii) Atomic or nuclear incidents;

(iv) Government-imposed shutdowns, closures, sanctions, embargoes, or trade restrictions;

(v) Court or regulatory orders that suspend or materially restrict operations, including, without limitation, a delay or suspension of the CAA Colorado Program Plan or the statutory regime under which the Plan is effective;

(vi) Epidemics or pandemics resulting in government mandated quarantines, closures, or transportation restrictions;

(vii) Labor strikes or lockouts;

(viii) Disruption of critical supply chains; shortages of materials, fuel, power, or transportation; or breakdown or failure of transportation, equipment, telecommunications, natural gas service, electric power, or other utilities or public infrastructure; in each case only where the affected Party demonstrates that it made reasonable and documented efforts to secure commercially viable alternatives and remained unable to obtain the materials necessary for performance;

(ix) Lack of funding due to nonpayment of membership fees in the form of producer fees, dues, or other amounts owed to CAA Colorado.

(b) For certainty, the following events or circumstances shall not constitute Force Majeure Events:

(i) Staffing shortages, voluntary resignations, failure to hire or retain personnel, or workforce management constraints;

(ii) Foreseeable seasonal weather conditions or adverse weather conditions that do not materially prevent the performance of the affected Party's obligations; or

(iii) Delays in obtaining permits, licenses, or regulatory approvals except to the limited extent such delays are caused directly by a qualifying Force Majeure Event.

(c) If a Party seeks to excuse itself from its obligations under the Agreement due to a Force Majeure Event, that Party shall:

(i) Promptly notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance;

(ii) Use all commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as practicable; and

(iii) Provide the other Party regular updates on the status of the Force Majeure Event and the expected timeline for resumption of performance.

(d) If the Force Majeure Event continues for more than thirty (30) consecutive Days, the Parties shall meet and confer in good faith to determine appropriate next steps, which may include amendment, suspension, or termination of this Agreement, or other mutually agreed measures to address the impacts of the Force Majeure Event.

Section 20.6 Failure to Enforce Not a Waiver

Any failure by CAA Colorado to insist in one or more instances upon strict performance by Service Provider of any of the terms or conditions of the Agreement shall not be construed as a waiver by CAA Colorado of its right to require strict performance of any such terms or conditions, and the obligations of Service Provider with respect to such performance shall continue in full force and effect. Any waiver must be given in writing by a duly authorized representative of CAA Colorado.

Section 20.7 Amendments

Any changes to the Agreement shall only be by written amendment or Change Order signed by an authorized official of each Party. No changes shall be effective or shall be carried out in the absence of a written amendment or Change Order.

Section 20.8 Notices

(a) Notices shall be in writing and shall be delivered by postage-prepaid envelope, courier service, personal delivery, or email to:

(i) If to CAA Colorado:

Circular Action Alliance Colorado LLC
20 F Street NW 7th Floor
Washington, DC 20001
legal@circularaction.org

with a copy to:

Kaplan Kirsch LLP
1675 Broadway #2300
Denver, CO 80202
Attention: Polly B. Jessen
pjessen@kaplankirsch.com

(ii) If to Service Provider:

Laura Rosenbaum
Sustainability Coordinator
City of Littleton
1800 West Belleview Ave
Littleton, CO 80120
lrosenbaum@littletonco.gov

(b) Each Party may update its contact information for Notice delivery by giving the other Party Notice of such update.

(c) Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of delivery by courier service or personal delivery, upon receipt; or (c) in the case of email, when sent. In the event of a postal disruption, Notices must be given by courier service, personal delivery or by email. Unless the Parties expressly agree in writing to additional methods of Notice, Notices may only be provided by the methods contemplated in this Section 20.8.

Section 20.9 Assignment

The rights and obligations of each Party may not be assigned, transferred, or delegated without the prior written consent of the other Party, which shall not be unreasonably withheld; provided that CAA Colorado may assign, transfer, or delegate, in whole or in part, this Agreement or any of its rights or obligations under this Agreement without prior written consent of Service Provider to a successor PRO or CDPHE if CAA Colorado ceases to administer the Program as a PRO.

Section 20.10 Survival

The following provisions of this Agreement will survive the expiration or earlier termination of this Agreement:

(a) Section 3.2 regarding termination of this Agreement;

(b) Service Provider's and CAA Colorado's representations and warranties in Article 5;

(c) Service Provider's obligations regarding recordkeeping in Section 12.2;

(d) Article 14 regarding confidentiality of Proprietary Information;

(e) Article 15 and Article 16 regarding independent liabilities and insurance;

(f) Article 18 regarding use of names and marks in public communications;

(g) Article 19 regarding dispute resolution;

(h) Section 20.11 regarding governing law, jurisdiction, and venue;

(i) Any provision of this Agreement, including any provision of the Service Schedule, that expressly or by its content is intended to operate after expiration or early termination of this Agreement; and

(j) Any provision of this Agreement necessary for interpretation or application of the foregoing, including Article 1.

Section 20.11 Governing Law; Jurisdiction and Venue; Waiver of Jury Trial

(a) The Agreement shall be governed by and construed in accordance with the Laws of the state of Colorado, without regard to its or any other jurisdiction's conflict of laws principles.

(b) Subject to the arbitration provisions under Section 19.1(c), any action or proceeding related to this Agreement shall be brought exclusively in the District Court of the City and County of Denver, State of Colorado, or, if federal jurisdiction exists, in the United States District Court for the District of Colorado. This exclusive venue shall apply to (i) the enforcement of any arbitration award under Section 19.1(c), (ii) any request for injunctive relief, and (iii) any action or proceeding related to this Agreement to which Section 19.1(c) is not applicable.

(c) Each of Service Provider and CAA Colorado hereby waives, to the fullest extent permitted by Applicable Laws, any right that it may have to a trial by jury in respect of any action or proceeding related to this Agreement.

Section 20.12 Counterparts

The Agreement may be executed in several counterparts, all of which taken together shall constitute one agreement binding upon the Parties.

Section 20.13 Electronic Signature

An electronic and/or scanned signature and a signature transmitted by electronic means, including, for example and without limitation, a facsimile signature or a signature in Portable Document Format (.pdf), shall constitute an original signature for purposes of this Agreement and each signature so submitted will be treated as an original having the same force and effect as if it were a hand-written signature.

Section 20.14 Taxes

Service Provider shall promptly pay when due, all taxes, bills, debts, and obligations it incurs performing the Services. CAA Colorado shall not be liable for the payment of taxes, late charges or penalties of any nature related to the Services unless and only to the extent as may be required by Applicable Laws.

Section 20.15 No Third-Party Beneficiaries

Except as provided under Article 15 which is intended to be enforceable by the persons respectively referred to therein, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 20.16 Waiver of Consequential Damages

(a) Subject to Section 20.16(b), and without effect on any express liquidated damages determined in accordance with the applicable Service Schedule, neither Party will be liable to the

other for any punitive, special, indirect, incidental, or consequential damages of any nature (including, for certainty, lost revenue or profit, loss of good will, and the cost of capital or interest) whether arising out of performance or non-performance or a breach of this Agreement, tort (including negligence) or other legal theory of liability, and each Party releases the other Party from such liability.

(b) The limitation set out in Section 20.16(a) will not apply to any Service Provider's liability:

(i) For Losses to the extent that such Losses are covered by insurance required under this Agreement; or

(ii) for Losses arising out of fraud, willful misconduct, criminal conduct, bad faith, or gross negligence.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

CIRCULAR ACTION ALLIANCE COLORADO LLC

By:_____
Name: Jeffrey Fielkow
Title: Chief Executive Officer
Date: _____
Address: 20 F Street NW 7th Floor
Washington, DC 20001
Email: Jeff.fielkow@circularaction.org

With a copy to:

Kaplan Kirsch LLP
1675 Broadway #2300
Denver, CO 80202
Attention: Polly B. Jessen
pjessen@kaplankirsch.com

SERVICE PROVIDER: CITY OF LITTLETON

By:_____
Name: Kyle Schlachter
Title: Mayor
Date:_____
Address: 1800 West Belleview Ave
Littleton, CO 80120
Email: KSchlachter@littletonco.gov

APPROVED AS TO FORM:

_____ _____
Reid Betzing Date
City Attorney

ATTEST

_____
Colleen Norton
City Clerk

SERVICE SCHEDULE –
LOCAL GOVERNMENT EDUCATION AND OUTREACH

TABLE OF CONTENTS

Page

ARTICLE 1. SCOPE OF SERVICES 1

Section 1.1 Base Services 1

Section 1.2 Non-Exclusivity 2

ARTICLE 2. TERM OF SERVICE SCHEDULE 2

ARTICLE 3. SERVICE AREA 2

ARTICLE 4. COMMUNITY EDUCATION AND OUTREACH 3

Section 4.1 Services to be Provided 3

Section 4.2 Exclusions 4

Section 4.3 Monitoring 4

ARTICLE 5. COMPENSATION AND REIMBURSEMENT 5

Section 5.1 Reimbursement Rates 5

Section 5.2 Review of Reimbursement Rates 5

ARTICLE 6. STANDARDS AND SPECIFICATIONS 6

Section 6.1 Standards for Education and Outreach 6

Section 6.2 Reporting Requirements 7

ARTICLE 7. PROVISIONS APPLICABLE TO PUBLIC ENTITIES 8

EXHIBIT A. REIMBURSEMENT RATE A-1

EXHIBIT B. SERVICE AREA B-1

EXHIBIT C. INSURANCE REQUIREMENTS C-1

EXHIBIT D. APPLICATION D-1

Service Schedule – Education and Outreach

This Service Schedule for Education and Outreach (the "Service Schedule") is incorporated into and subject to the Master Service Agreement (the "MSA" and taken together with this Service Schedule, and other Contract Documents, the "Agreement") by and between **CIRCULAR ACTION ALLIANCE COLORADO LLC** ("CAA Colorado"), a Delaware limited liability company, and the **CITY OF LITTLETON**, a Home Rule municipality of the State of Colorado ("Service Provider") (each a "Party" and collectively "Parties"), and is effective as of September 1, 2026 (the "Service Schedule Effective Date"). Capitalized terms are defined in the Master List of Defined Terms of the Agreement.

ARTICLE 1. SCOPE OF SERVICES

Section 1.1 Base Services

(a) Beginning on the Service Schedule Effective Date through December 31 of the year immediately following the year of the Service Schedule Effective Date ("Initial Period"), Service Provider shall perform the following Services within the Service Area to promote recycling, composting, and reuse of Designated Covered Materials ("Education and Outreach") in accordance with the Standards and Specifications set forth in Article 6 of the Service Schedule as a condition of reimbursement pursuant to the Agreement. The Parties acknowledge that the Initial Period is intended to allow CAA Colorado to assess the efficacy of the statewide Education and Outreach activities and service delivery approaches and to identify lessons learned to inform future program improvements, activities, and Services. The Service Provider shall have no obligation to perform the Services for any period after the Initial Period unless and until the Parties execute a Change Order in accordance with Article 10 ("Changes") of the MSA establishing the Services and Reimbursement Rates for such period. Education and Outreach shall include, at a minimum, the following Services:

(i) Program Implementation: Develop and deliver Education and Outreach initiatives designed to increase Covered Entity(ies)'s participation in recycling, composting, and reuse programs funded under the Act;

(ii) Community Engagement: Conduct outreach activities through one or more of the allowable Services identified in Section 4.1 of the Service Schedule, including, but not limited to, direct mailers, public presentations, school-based education, "train-the-trainer" sessions, and one-on-one Covered Entity(ies) outreach;

(iii) Material Distribution: Utilize educational materials and messaging provided by CAA Colorado in all activities, ensuring consistency with statewide Program requirements;

(iv) Accessibility and Inclusion: Ensure that all Education and Outreach materials are provided in English and Spanish, and in additional languages as requested by CAA Colorado, to enhance participation among diverse populations within the Service Area;

(v) Coordination with CAA Colorado: Collaborate with representatives of CAA Colorado to align Services with Program goals, reporting requirements, and approved budgets; and

(vi) Monitoring and Reporting: Maintain accurate records of Education and Outreach activities, Covered Entities contacted, and materials distributed, and submit all required reports to CAA Colorado in accordance with Section 6.2 of the Service Schedule.

(b) Service Provider shall perform the Services in a professional and timely manner, consistent with best practices for public Education and Outreach, and shall ensure that all Services are conducted safely, effectively, and in compliance with Applicable Laws. All terms, conditions, and requirements of the Standards and Specifications set forth in the Agreement shall be construed to allow Service Providers that are Public Entities to satisfy such requirements by contracting with a contractor to perform the Services in compliance with such Standards and Specifications ("Education and Outreach Contractor") pursuant to an Education and Outreach Agreement or to satisfy such requirement directly, whether or not expressly stated herein. Nothing contained in the Agreement shall be deemed to create any contractual or other relationship between CAA Colorado and any Education and Outreach Contractor and, without limitation, CAA Colorado shall have no responsibility or obligation to make any payment or fulfill any other obligations of Service Provider or otherwise under any Education and Outreach Agreement.

Section 1.2 Non-Exclusivity

This Service Schedule does not grant Service Provider exclusive rights to provide Education and Outreach in the Service Area. Service Provider acknowledges and accepts that Covered Entity(ies) participation may fluctuate over time. CAA Colorado reserves the right to reimburse other governmental or private entities for Education and Outreach Services within the Service Area.

ARTICLE 2. TERM OF SERVICE SCHEDULE

This Service Schedule is effective upon the Service Schedule Effective Date stated in this Service Schedule's preamble. The Service Schedule will remain in force until December 31, 2031, and shall automatically renew for successive one (1) year periods unless the Service Schedule is earlier terminated pursuant to Section 3.2 ("Termination") of the MSA, or if Service Provider or CAA Colorado elects not to renew. When electing not to renew, the non-renewing party shall provide Notice to the other party of its intent not to renew at least one hundred eighty (180) days prior to the expiration of the then-current term of the Service Schedule.

ARTICLE 3. SERVICE AREA

Service Provider will only be reimbursed for Services within the boundaries of the Service Area as defined in Exhibit B. No Services will be reimbursed under the Agreement that are provided outside the legal boundaries of the state of Colorado or the Service Area.

ARTICLE 4. COMMUNITY EDUCATION AND OUTREACH

Section 4.1 Services to be Provided

(a) Any collaboration by CAA Colorado staff on Service initiatives shall be at the sole discretion of CAA Colorado and shall not relieve Service Provider of its obligations under this Service Schedule. To be eligible for reimbursement hereunder, Services must be provided in accordance with the Standards and Specifications set forth in Article 6 of the Service Schedule.

(b) Service Provider shall perform Education and Outreach activities to promote recycling, reuse and composting of Designated Covered Materials. Service Provider shall design and implement one or more of the following allowable Services:

(i) Direct mailers, monthly email updates, weekly social media updates, or utility bill inserts;

(ii) Tours of Designated Facilities, community presentations and/or tabling at public meetings and events;

(iii) Subject matter lessons for kindergarten through twelfth grade and other school-based initiatives;

(iv) "Train-the-trainer" sessions designed to provide individuals with the knowledge, tools, and resources necessary to train others to correctly recycle, compost, or dispose of Designated Covered Materials;

(v) One-on-one outreach to Covered Entities, which may include door hanger campaigns, cart tagging, multifamily technical assistance, or other initiatives approved by CAA Colorado;

(vi) Behavior change initiatives designed to engage local groups and promote specific positive behaviors through targeted, community-specific interventions that address identified behavioral barriers and motivations. Such initiatives may include, as applicable, technical assistance for Multi-Family Dwellings with Contamination challenges or targeted door-to-door initiatives in communities with low participation. Behavior change initiatives may include, but are not limited to, community based social marketing, behavioral insights, social norm strategies, or other evidence-based methods designed to understand and address the barriers and motivations that influence people's actions.

(vii) Engage local and regional community-based organizations to share relevant and relatable messaging through dynamic storytelling;

(viii) Promote recycling Collection Service Providers in the Service Area that are participating in the Program;

(ix) Promote Drop-Off Facilities in the Service Area that are in the Program; and

(x) Provide paper copies of CAA Colorado's educational materials to support the Educational and Outreach activities identified in this list.

Section 4.2 Exclusions

The following services are not included within the scope of Services provided in the Agreement and this Service Schedule, unless expressly authorized in writing by CAA Colorado:

(i) Paid media advertising

(ii) Event sponsorships

(iii) Any activities not expressly identified in this Service Schedule without the express written authorization of CAA Colorado.

Section 4.3 Monitoring

(a) CAA Colorado reserves the right to monitor Service Provider's performance through audits, site visits, reporting reviews, Covered Entity feedback, and providers of other recycling services. Failure to meet the Standards and Specifications may result in withholding payment or termination of the Agreement, in accordance with the terms of Section 3.2 ("Termination") of the MSA, and the exercise of any other rights and remedies CAA Colorado may have under the Agreement or at law or in equity.

(b) Service Provider shall fully cooperate with all monitoring and evaluation activities conducted by CAA or its authorized representatives. CAA Colorado shall have the right to audit Service Provider's books, records, systems, and Service operations related to the performance of this Service Schedule upon reasonable notice and in accordance with Article 13 ("Audit") of the MSA.

(c) CAA Colorado shall designate a CAA Colorado Representative to be the point of contact with Service Provider. The CAA Colorado Representative shall, within the scope of delegated authority, make all necessary and proper decisions regarding the Services provided under this Service Schedule. CAA Colorado may change the CAA Colorado Representative at any time by providing Notice to Service Provider. All requests, communications, and notices concerning this Service Schedule shall be directed to the CAA Colorado Representative. CAA Colorado may also designate additional representatives for specific functions, including but not limited to data reporting, invoicing, and payment, and shall provide Notice of such designations to Service Provider.

(d) Service Provider shall designate up to three (3) Service Provider Representative(s) in writing to the CAA Colorado Representative. Service Provider Representative(s) are authorized to act on behalf of Service Provider regarding all matters involving Services performed pursuant to the Agreement. Service Provider shall keep the CAA Colorado Representative continuously advised of any changes to the designated Service Provider representative(s).

ARTICLE 5. COMPENSATION AND REIMBURSEMENT

Section 5.1 Reimbursement Rates

(a) CAA Colorado shall reimburse Service Provider for Services that meet the Standards and Specifications, in accordance with the Reimbursement Rates set forth in Exhibit A, and the reimbursement process described in Article 7 ("Reimbursement of Services") of the MSA. Service Provider shall comply with CAA Colorado's then-current data reporting and invoicing policies, including any required invoice form. Service Provider represents and warrants that the Reimbursement Rates fully reimburse Service Provider for its costs of providing the Services, including all of Education and Outreach Contractor's and/or Service Provider's capital expenditures for necessary equipment and facilities, as well as administration of the Services. Service Provider further represents and warrants that all costs submitted in the Application are limited to Eligible Expenses under the Plan, do not include unrelated capital expenditures or general municipal assets, and accurately reflect only costs necessary to perform the Services. CAA Colorado may rely on data, reports, certifications, and other information submitted by Service Provider for purposes of calculating and issuing reimbursement payments. All reimbursement payments are provisional and subject to verification through review or reconciliation in accordance with Exhibit A. In no event will any payment timing, payment dispute, or other dispute between CAA Colorado and Service Provider, or any term or provisions of the Agreement alter in any way Service Provider's payment or other obligations under its contract(s) with Education and Outreach Contractor(s), nor is any Education and Outreach Contractor a third-party beneficiary of the Agreement. Service Provider shall not charge and shall not allow the Education and Outreach Contractor to charge Covered Entities for Services. CAA Colorado shall be responsible for reimbursing Service Provider for such Services pursuant to this Agreement. Any direct or indirect billing of Covered Entities by Service Provider or the Education and Outreach Contractor for Services shall constitute a material breach of this Service Schedule.

(b) Service Provider shall invoice CAA Colorado in accordance with the applicable payment schedule established under Exhibit A. The invoice date shall be the date when Service Provider submits such invoice to CAA Colorado. CAA Colorado shall pay the undisputed amount due within forty-five (45) Days after the invoice date, subject to CAA Colorado's determination that the invoice and all required supporting documentation are complete and accurate. CAA Colorado shall notify Service Provider of any deficiency in the invoice within ten (10) Business Days after receipt.

Section 5.2 Review of Reimbursement Rates

CAA Colorado may conduct an annual comprehensive review of Reimbursement Rates. Each review shall compare the actual allowable costs incurred and Services provided by Service Provider to the Reimbursement Rates paid during the applicable period and cost studies conducted across Colorado. CAA Colorado may request a Change to the Reimbursement Rates or other terms of the Agreement by delivering a Change Proposal pursuant to Section 10.1 ("CAA Colorado Requested Changes") of the MSA.

ARTICLE 6. STANDARDS AND SPECIFICATIONS

Section 6.1 Standards for Education and Outreach

(a) As a condition for reimbursement for Education and Outreach Services under this Service Schedule, Service Provider shall either:

(i) Use CAA Colorado provided Education and Outreach materials, websites, and templates; or

(ii) Obtain written approval from CAA Colorado before using any alternative materials, websites, and templates. Any alternative materials approved for use must adhere to all CAA Colorado brand guidelines, including required logos, color palettes, messaging elements, and formatting standards.

(b) If Service Provider elects to prepare its own templates or materials for Education and Outreach, Service Provider shall submit all such templates and materials to CAA Colorado for review and written approval prior to any use or distribution. CAA Colorado reserves the right to require Service Provider to utilize CAA Colorado provided templates for any public facing Education and Outreach materials. Service Provider shall update, revise, or replace its materials as directed by CAA Colorado and shall not distribute any nonapproved materials.

(c) All written educational materials shall be offered in both English and Spanish. Upon CAA Colorado's request, Service Provider shall prepare or use CAA Colorado-provided templates to prepare and distribute materials in additional or alternative languages throughout the Term of the Agreement.

(d) Printed use of the CAA Colorado-provided logo shall not be smaller than 1.5 inches. Any inclusion of text required as part of the Agreement (e.g. litter prevention, recycling services provided at zero cost thanks to the Act, etc.) shall be no smaller than 12-point font.

(e) Digital use of the CAA Colorado-provided logo shall maintain a minimum width of 144 pixels (equivalent to 1.5 inches at 96 DPI, standard screen resolution).

(f) Service Provider must not change, distort, or recolor the CAA logo. The logo should meet minimum size specifications, remain clearly visible, and avoid backgrounds or design elements that hinder its legibility.

(g) Nothing in this Service Schedule prevents Service Provider from conducting its own Education and Outreach activities beyond the Services described herein, provided that such activities do not use, display, reference, or incorporate any CAA Colorado branding, logos, templates, or other CAA provided materials. Any such independently-conducted education and outreach activities are outside the scope of this Service Schedule and will not be reimbursed by CAA Colorado.

(h) All Education and Outreach initiatives shall include a link to a website that describes the Program. Communities may link to their own website, or a CAA Colorado-provided

website. CAA Colorado will provide communities that link to their own website with Program language and guidelines for materials to include on their own website.

Section 6.2 Reporting Requirements

(a) In addition to the reporting and recordkeeping requirements listed in Article 12 ("Reporting; Recordkeeping; Ownership of Information") of the MSA, Service Provider shall comply with the reporting requirements set forth in this Section 6.2 ("Reporting Requirements").

(b) Service Provider shall prepare an annual Education and Outreach Report, and any additional reports that CAA Colorado may reasonably require during the Term of the Agreement. Service Provider shall utilize CAA Colorado-provided templates and shall not exceed the page limits specified in the template.

(c) Application: Prior to the Service Schedule Effective Date, CAA Colorado and Service Provider shall have identified and agreed to a baseline count of Covered Entities to receive Services by Service Provider, per Service Area. The baseline count and other information required for establishing this Schedule are set forth in the Initial Application. The Application, as approved by CAA Colorado, is attached as Exhibit D and hereby incorporated by reference. The following information provided in the Application shall be used to determine reimbursement under the Agreement:

(i) The baseline count of Covered Entities within the Service Area to receive Education and Outreach Services, as of the Service Schedule Effective Date.

(ii) A description of the selection of the Services, as described in Section 4.1 ("Services to be Provided") of the Service Schedule, that Service Provider will provide within the Service Area;

(iii) A description of the metrics to be utilized that monitor Education and Outreach progress and goals;

(iv) A list of staff and/or Education and Outreach Contractors essential to providing Services;

(d) Service Provider shall report on the Services by completing an Education and Outreach Report to CAA Colorado by December 1st of each year. The Education and Outreach Annual Report shall detail the Services performed, specify the number of Covered Entities contacted during the applicable year, and provide a written summary of the success in achieving the performance metrics identified in the Application. After receiving the annual Education and Outreach Report, CAA Colorado shall have sixty (60) Business Days to review and provide direction for any necessary revisions to ensure the Services comply with the Standards and Specifications set forth in this schedule.

(e) For Service Providers serving more than 22,000 Covered Entity(ies), Service Provider shall also submit a mid-year Education and Outreach report to CAA Colorado by July 1st of each calendar year. The mid-year report shall include the same elements required for the annual Education and Outreach report, including: (i) a description of the Services performed during the

reporting period; (ii) the number of Covered Entity(ies) contacted; and (iii) a written summary of all applicable metrics. After receiving the mid-year Report, CAA Colorado shall have the same number of Business Days provided for review of the Annual Report to review the submission and provide direction for any necessary revisions to ensure compliance with the Standards and Specifications set forth in this Service Schedule.

ARTICLE 7. PROVISIONS APPLICABLE TO PUBLIC ENTITIES

The provisions in this Article 7 will apply only to Service Providers that are Public Entities.

(a) CAA Colorado acknowledges that Service Provider is a public entity and that all contracts that purport to bind Service Provider must be approved and executed as required by Law.

(b) No employee of Service Provider shall have any personal or beneficial interest in the Services or property described in the Agreement, except a less than controlling stock ownership interest in a publicly traded Education and Outreach Contractor. Service Provider shall not hire, or contract for Services with, any employee or officer of Service Provider that would be in violation of the CAA's Supplier Code of Conduct or Service Provider's code of ethics. Service Provider shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Service Provider represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Service Provider by placing Service Provider's own interests, or the interests of any party with whom Service Provider has a contractual arrangement, in conflict with those of CAA Colorado.

(c) The Parties hereto understand and agree that Service Provider is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

(d) Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Service Provider, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of the Agreement, with respect to any financial obligation of Service Provider which may arise under the Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate the Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of the Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by Service Provider. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report which contains an allocation of sufficient funds for the performance of fiscal obligations arising under the Agreement.

(e) If Service Provider is furnished with proprietary data or confidential information that may be owned or controlled by CAA Colorado ("CAA Colorado Confidential Information"), Service Provider will endeavor, to the extent provided by law, to comply with Article 14 ("Confidentiality and Publicity") of the MSA. Upon furnishing Service Provider with any CAA

Colorado Confidential Information, CAA Colorado will mark such CAA Colorado Confidential Information as "confidential and proprietary." However, CAA Colorado understands that all the material provided or produced by CAA Colorado under the Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. In the event of a request to Service Provider for disclosure of such information, Service Provider will advise CAA Colorado of such request to give CAA Colorado the opportunity to object to the disclosure of any of its CAA Colorado Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, Service Provider will tender all such material to the court for judicial determination of the issue of disclosure and CAA Colorado agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. CAA Colorado further agrees to defend, indemnify, save, and hold harmless Service Provider from any Claims arising out of CAA Colorado's intervention to protect and assert its claim of privilege against disclosure under this Section 7(e) including, without limitation, prompt reimbursement to Service Provider of all reasonable attorneys' fees, costs, and damages that Service Provider may incur directly or may be ordered to pay by such court.

(f) Service Provider shall procure and maintain, or cause the Education and Outreach Contractor to maintain, the insurance coverage specified in Exhibit C for the full duration of this Service Schedule and any extension thereof. Service Provider shall provide CAA Colorado evidence of such insurance prior to commencing any Services. Service Provider may procure self-insurance coverage as authorized under C.R.S. § 29-13-102 and/or Colorado Intergovernmental Risk Sharing Agency ("CIRSA"). Service Provider shall ensure that all Education and Outreach Contractors and Subcontractors engaged in the performance of the Services maintain insurance sufficient to support the activities they perform and otherwise comply with the applicable requirements of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Service Schedule as of the date set forth below.

CIRCULAR ACTION ALLIANCE COLORADO LLC

By:_____
Name: Jeffrey Fielkow
Title: Chief Executive Officer
Date: _____
Address: 20 F Street NW 7th Floor
Washington, DC 20001
Email: Jeff.fielkow@circularaction.org

With a copy to:

Kaplan Kirsch LLP
1675 Broadway #2300
Denver, CO 80202
Attention: Polly B. Jessen
pjessen@kaplankirsch.com

SERVICE PROVIDER:

CITY OF LITTLETON

By:_____
Name: Kyle Schlachter
Title: Mayor
Date:_____
Address: 1800 West Belleview Ave
Littleton, CO 80120
Email: KSchlachter@littletonco.gov

EXHIBIT A. REIMBURSEMENT RATE

1. Service Provider reported a baseline count of Covered Entities in the Service Area from the Application. CAA Colorado and Service Provider agree on this Service Area Count:

20,770 Covered Entities

2. This Exhibit A sets forth Reimbursement Rates for Services provided under the Service Schedule. For the period from the Service Schedule Effective Date through the Initial Period, CAA Colorado shall reimburse Service Provider the total amount of $72,349 (the "Initial Payment"), calculated with the applicable Reimbursement Rate set forth in the table below and the number of Covered Entities identified in Section 1 of this Exhibit A. CAA Colorado may, but is not obligated to, provide reimbursement for any period within the remaining Term of this Service Schedule through a Change Order. All Reimbursement Rates set forth herein are subject to the terms and conditions of the Agreement, including this Exhibit A, and including any amendments or adjustments approved by Change Order. Service Provider agrees that no modifications to Reimbursement Rates shall be effective except in accordance with a Change Order pursuant to Section 10.3 ("Execution of Change Order") of the MSA. This Exhibit A is intended to ensure transparency, accountability, and compliance with all contractual and legal requirements governing invoicing and reimbursement for Services rendered.

Covered Entities	Payment Type	Annual Payment Rate	Invoice and Payment Schedule
<1,000 households	Flat rate	$2,200	Service Provider shall submit one invoice for 100% of the Initial Payment within 30 Days after this Service Schedule is fully executed.
1,000-22,000 households	Per Covered Entity	$2.20	Service Provider shall submit one invoice for 100% of the Initial Payment within 30 Days after this Service Schedule is fully executed.
22,000-46,000 households	Per Covered Entity	$2.20	Service Provider shall submit two invoices, each for 50% of the Initial Payment. The first invoice shall be submitted within 30 Days after this Service Schedule is fully executed. The second invoice shall be submitted within 30 Days after CAA Colorado has approved the first mid-year report.
>46,000 households	Per Covered Entity, up to 46,000 households, reduced per Covered Entity rate thereafter	$2.20 up to 46,000 households, $1.00 thereafter	Service Provider shall submit two invoices, each for 50% of the Initial Payment. The first invoice shall be submitted within 30 Days after this Service Schedule is fully executed. The second invoice shall be submitted within 30 Days after CAA Colorado has approved the first mid-year report.
Tribal Nations	Per enrolled member	$2.20	Service Provider shall submit one invoice for 100% of the Initial Payment within 30 Days after this Service Schedule is fully executed.

EXHIBIT B. SERVICE AREA

This Exhibit B sets forth the specific geographic area(s) in which Service Provider is authorized to perform the Services described in the Agreement (the "Service Area"). The Service Area shall consist of the incorporated cities and/or counties listed below, as selected and approved during the application process. For counties with unincorporated areas, the Service Area shall be limited to the unincorporated areas identified during the application process. Service Provider shall be eligible for reimbursement only for Services performed within the boundaries of the Service Area, as defined herein. No Services performed outside the legal boundaries of the state of Colorado or outside the Service Area shall be eligible for reimbursement under the Agreement.

Counties:

None

Incorporated Cities:

City of Littleton

EXHIBIT C. INSURANCE REQUIREMENTS

General Requirements

Limits may be satisfied through a combination of primary and umbrella/excess policies.

Required Coverages and Minimum Limits

Coverage Type	Minimum Limits	Required Endorsements / Conditions
Commercial General Liability (CGL)	$1,000,000 per occurrence; $7,000,000 general aggregate	Coverage for bodily injury, property damage, personal/advertising injury. Contractual liability included. CAA Colorado named as Additional Insured. Primary and non-contributory wording. Waiver of subrogation in favor of CAA Colorado
Automobile Liability (owned, hired, non-owned)	$5,000,000 combined single limit	Applies to all vehicles used in connection with outreach activities. Coverage must include hired and non-owned autos. CAA Colorado named as Additional Insured
Workers' Compensation	Statutory limits per Colorado law	Coverage must comply with Colorado Workers' Compensation Act. Waiver of subrogation in favor of CAA Colorado
Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee	Applies to all employees engaged in office and field work
Umbrella / Excess Liability	$5,000,000 per occurrence and aggregate	Umbrella / Excess Liability coverage requirement waived so long as CGL general aggregate and Automobile combined single limit coverage amounts identified above remain in place as required herein; but if CGL general aggregate and Automobile combined single limit coverage amounts drop below the levels stated herein, Service Provider shall be required to maintain Umbrella / Excess Liability coverage of $5,000,000 per occurrence and aggregate
Professional Liability / Errors & Omissions	$1,000,000 per claim; $2,000,000 aggregate	Coverage for negligent acts, errors, or omissions in providing outreach/education services. Claims-made coverage must include 2-year tail reporting period
Cyber Liability	$1,000,000 per claim; $2,000,000 aggregate	Coverage for data breaches, privacy violations, and electronic communications. Notification and remediation costs included

Exhibit D

Community Education & Outreach Application: Read Me

Prior to proceeding through this workbook, read all instruction below.

1. Enter your responses in the gold cells. All gold cells are mandatory. All other cells are locked and will not accept entries.
2. Teal cells are formulas that will automatically calculate based on your entries.
3. Depending on your responses, some questions may not apply to your local government. These cells will turn gray, and any entry in these fields will be disregarded.
4. Only digitally filled and complete applications will be accepted. An application that is printed, partially complete, modified or otherwise altered from its original form will not be accepted.

Please download this document from CAA Colorado's website and use it as a reference as you complete this application:

1. Application Quick Guide: Local Government

Please download these documents from the Service Provider Portal and use them as a reference as you complete this application:

1. Local Government Service Schedule
2. Master Service Agreement
3. Master List of Definitions

Still have questions? Contact CAA Colorado at coloradoinfo@circularaction.org.

1A.	I acknowledge I have read these instructions and downloaded the supplementary guidance:	☑
1B.	Select the name of the local government for which you are completing this application:	Littleton, City of

This signature block must be completed and submitted by the Local Government as part of its Application for establishing a service agreement for reimbursement. The individual signing below affirms that all information provided in the Application is true, complete, and accurate to the best of their knowledge and that they are duly authorized to submit the Application on behalf of the Local Government.

Authorized Representative Certification

By signing below, I certify that:
I am authorized to submit this Application on behalf of the Local Government.
The information provided in the Application is accurate, complete, and consistent with the Standards and Specifications of the Service Schedule.
The information provided in the Application is accurate, complete, and consistent with the Local Government's operations and financial records.
The Local Government acknowledges and accepts that CAA Colorado may request additional information to substantiate the information included in the Application.
The Local Government acknowledges and accepts that all submitted information may be reviewed, verified, and audited by CAA Colorado.

Authorized Representative Name:	Laura Rosenbaum
Title:	Sustainability Coordinator
Email:	lrosenbaum@littletonco.gov
Phone:	720-481-9477
Signature:	Laura Rosenbaum
	Electronic signature accepted
Date:	4/6/2026

Version 1: Feb. 19, 2026

2A. Select the Service Area for your E&O program.

Check each city, town, consolidated city and county and/or unincorporated county included in the Service Area. If your local government is ***leading*** *a joint service agreement, check each community that you anticipate will divert their funding to you. If your local government is* ***participating*** *in a joint service agreement, check only your community.*

Click on a letter to jump to the first listed community that begins with that letter:

A	G	M	T
B	H	N	U
C	I	O	V
D	J	P	W
E	K	R	Y
F	L	S	

Number of Communities Selected:	**1**
Occupied Households:	**20,770**

Service Area Summary:

Littleton, City of

Review your local government's available funding and enter the following service agreement details.

Monthly Basis Funding

	Occupied Households	Monthly Basis Funding
The following fields have been calculated based on your selection(s) in the Service Area tab.	20,770	$ 3,807.83

Funding Calculation Transparency		
<1,000 occupied households	Flat rate	$2,200
1,000-45,000 occupied households	Per household	$2.20
>45,000 occupied households	Graduated	$2.20 up to 45,000 households, $1.00 thereafter

The resulting annual funding is divided by 12 to provide the monthly basis funding.

Occupied Households Source: Colorado Department of Local Affairs State Demography Office

Joint Service Agreement

3A.	Does your local government want to divert your available E&O funding to another local government as part of a joint service agreement? *Select Yes or No.*	No
3B.	If Yes, to which local government do you seek to divert your available E&O funding? *Select from dropdown.*	

By selecting Yes and designating another local government to collect my community's E&O funds, I agree that I'm waiving my right to collect E&O funding for my community through December 31, 2027. I understand that new service agreements will be signed for 2028 E&O activities, at which point I will have the opportunity to again divert my E&O funds to another community, enter into a service agreement directly with CAA, or elect for CAA to conduct E&O on my behalf.

My Community Education & Outreach application is now complete, and can be submitted to CAA through the Service Provider Portal.

Allowable E&O Activities

3C.	Is your local government undertaking one or more of the allowable activities as listed in the Local Government Service Schedule? *Select Yes or No.*	Yes

Anticipated Program Period

		Start Date	End Date	Number of Months in Program Period
3D.	The earliest service agreements for Colorado's producer responsibility program are anticipated to be executed in June 2026. When does your local government expect to have a signed service agreement with CAA? *Enter MM/YYYY between 06/2026 and 11/2027.*	Jun-26	Dec-27	19

Total E&O Funding

Total funding available for anticipated program period $ 72,348.83

Next, proceed to the Activity Planning tab to provide details about the allowable activities you will conduct using the total funding above. Refer to Exhibit A of the Local Government Service Schedule for information on reimbursement amounts and payments.

Version 1: Feb. 19, 2026

Exhibit E: Provide an activity plan and the number of households reached for the allowable activities you will conduct using the total funding available for the anticipated program period.

For each allowable activity for which you will be using CAA funding, provide the requested planning details.

4A. Allowable Activities	Will you conduct this activity using CAA funding? *Select Yes or No.*	In conducting this activity, what are 3-5 key tasks that you must complete to be successful? *Enter text, max 500 characters .*	What metrics will you use to monitor success? *Enter text, max 100 characters .*	Which staff and/or contractors are essential to completing this activity? *Enter text, max 100 characters.*	Target Completion Date *Enter MM/DD/YY.*
Direct mailers, monthly email updates, weekly social media updates, or utility bill inserts	Yes	1. Craft an article series in Littleton Links (e-newsletter) and Littleton Report (print) 2. Create a social media campaign or kit that is timely and aligned with the campaign	Number of articles in print report and online report, number of social media posts	Sustainability Coordinator, Communications staff, and E&O contractor	12/31/2027
Tours of Designated Facilities, community presentations and/or tabling at public meetings and events	No				
Education lessons for kindergarten through twelfth grade and other school-based initiatives	No				
"Train-the-trainer" sessions designed to provide individuals with the knowledge, tools, and resources necessary to train others to correctly recycle, compost, or dispose of Designated Covered Materials	Yes	1. Host train the trainer session(s) 2. Provide resources to residents with a particular emphasis on information for those with HOAs who contract haulers	Participants at train the trainer sessions, number of resources distributed	Sustainability Coordinator, Communications staff, and E&O contractor	12/31/2027
One-on-one outreach to Households, which may include door hanger campaigns, cart tagging, multifamily technical assistance, or other initiatives approved by CAA Colorado	No				
Behavior change initiatives designed to engage local groups and promote specific positive behaviors through targeted, community-specific interventions that address identified behavioral barriers and motivations	Yes	Launch an empathetic marketing campaign in conjunction with Activity 1 (social media, print media, online report) to meet people where they are and acknowledge inefficiencies with the	# of articles in print report/ digital directly related to behavior change	Sustainability Coordinator, Communications staff, and E&O contractor	12/31/2027
Engage local and regional community-based organizations to share relevant and relatable messaging through dynamic storytelling	No				
Promote recycling Collection Service Providers in the Service Area that are participating in the Program	No				
Promote Drop-Off Facilities in the Service Area that are participating in the Program	No				
Provide paper copies of CAA Colorado's educational materials to support the Educational and Outreach activities identified in this list	Yes	1. Order materials 2. Manage inventory 3. Distribute materials 4. Ensure bilingual materials are distributed 4. Restock as needed	Number of materials printed	N/A	12/31/2027

Households Reached by Conducting Allowable Activities

4B.	Single-Family Residences and Small Multi-Family Dwellings (2-7 units) - Households Reached	Large Multi-Family Dwellings (8+ units) - Households Reached	Residential Covered Entities - Total Households Reached
Estimate the number of households within the Service Area that will be reached by conducting allowable activities. *Enter whole numbers.*	13,181	7,589	**20,770**

Acknowledgement

4C.	
By submitting this form the Service Provider acknowledges receipt of the Standards and Specifications as set forth in Article 7 of the Local Government Service Schedule. The Service Provider is prepared to meet the standards for Education and Outreach and the Reporting Requirements.	☑

Version 1: Feb. 19, 2026

5A. Enter the following contact information.

	Main Contact: The Respondent designates the following individual as the primary point of contact for all ongoing service agreement discussions, coordination, and contract management activities.	Billing Contact: An individual who manages billing and invoicing.	Signatory: Person authorized to sign a service agreement with CAA.
First Name *Enter text.*	Laura	Laura	Brent
Last Name *Enter text.*	Rosenbaum	Rosenbaum	Soderlin
Title *Enter text.*	Sustainability Coordinator	Sustainability Coordinator	Director of Public Works & Utilities
Mailing Street Address *Enter text.*	1800 West Belleview Ave	1800 West Belleview Ave	1800 West Belleview Ave
Mailing City *Enter text.*	Littleton	Littleton	Littleton
Mailing Zip *Enter 5 digits.*	80120	80120	80120
Email *Enter text.*	lrosenbaum@littletonco.gov	lrosenbaum@littletonco.gov	bsoderlin@littletonco.gov
Phone *Enter 10 digits.*	(720) 481-9477	(720) 481-9477	(720) 601-1272

Version 1: Feb. 19, 2026

KEY TERMS FOR CITY OF LITTLETON

Key Terms	City of Littleton
Signatory	Kyle Schlachter, Mayor
Total Programs in Package	Local Government Education and Outreach
Population	
Region	
LG Education & Outreach Service Schedule	
Total Occupied HH	20,770
Total Reimbursement (19 months)	$72,349
Service Area	City of Littleton

Staff Communication

File #: Resolution 61-2026, **Version:** 1

Agenda Date: 09/15/2026

Subject:
Resolution 61-2026: Approving an amended Economic Partnership Incentives Policy

From:	James L. Becklenberg, City Manager
Prepared by:	Rachel King, Economic Development Director
Presentations:	N/A

PURPOSE:
To consider approval of the updated Economic Partnership Incentive Policy ("Policy").

LONG-TERM OUTCOME(S) SERVED:
Vibrant Community with Rich Culture; Robust and Resilient Economy ; High-Quality Governance

DISCUSSION:
On September 8, 2026, the Council held a study session to consider Littleton's competitiveness for the highest quality development opportunities and incentive policies that can help keep Littleton competitive. Council heard a presentation from staff, asked questions, and discussed the relative favorability of various incentive concepts. At the end of the session, the Council directed staff to prepare a final policy draft and return to Council for final consideration of an amended policy.

Economic incentives are a strategic economic development tool offered by cities, counties, and states to remain competitive in business attraction and retention. They are used to partner with the private sector to boost confidence that a project will benefit both the community and be profitable for the developer while delivering the level of infrastructure and community compatibility desired.

This policy has been created as an example of incentive methods that the City of Littleton may use to support economic development activities. It is not meant to be exhaustive or used to limit City Council's ability to consider and approve incentives or partnerships that best serve the interest of the city. Once adopted by City Council, the updated policy will be used to guide staff and assess requests as they are received.

Littleton is currently competing with other communities that frequently offer aggressive incentive opportunities for regionally attractive retail and entertainment amenities. The city has also prioritized the revitalization of commercial corridors in the community. The Policy highlights the revitalization grants that have been in place for a number of years that help small businesses compete, which, in turn contributes to a robust and resilient economy.

Economic Development staff has updated the Economic Partnership Incentive Policy to provide more clarity to the intent of the policy with minor adjustments to the language. These changes will increase the city's

competitiveness against peer cities and better staff's negotiating position with future incentive requests.

BACKGROUND:
The city is realizing increasing development and investment interest, which includes businesses and/or developers seeking economic partnerships with the City of Littleton. In 2024, Littleton City Council approved the current Policy that provided a pragmatic framework to align with city fiscal obligations and constraints. The city has approved two incentive agreements since the Policy was approved.

At the September 8, 2026, study session, the discussion focused on the city's current Policy and the practices of surrounding cities pertaining to incentive levels, complexity, and types. Incentives may be provided in a variety of ways, and may be a combination of real property tax, tax increment financing, sales and use tax, special taxes such as lodger's tax, and frequently through urban renewal. Littleton is not currently positioned for some of these incentive types and accordingly, the Policy reflects tools commonly used by municipalities in Colorado.

City Council has raised questions in recent project discussions about the degree of flexibility available under Littleton's current Policy - specifically, whether the incentive types and parameters listed in the Policy represent the only tools and terms available to staff, or whether they are meant to be flexible. Staff's intent has been the latter; however, the current Policy language does not make that clear, and this ambiguity has begun to affect how both applicants and staff approach deal structuring.

Prior Actions or Discussions
August 6, 2024: Approval of Resolution 84-2024, adopting the city's Updated Economic Incentive Policy

Potential updates to the Policy were last discussed at the September 8, 2026, study session. Economic Development initiatives remain a key component of Council's strategic plan and initiatives.

FISCAL IMPACTS:
The Economic Partnership Incentive Policy provides guidance for City Council to make determinations that may result in significant positive fiscal impacts.

STAFF RECOMMENDATION:
Staff recommends adoption of the updated Economic Partnership Incentive Policy.

ALTERNATIVES:
- Further amend the updated Economic Partnership Incentive Policy.
- Maintain the current Economic Partnership Incentive Policy with no changes.

PROPOSED MOTION:
I move to approve Resolution 61-2026 approving an amendment to the Economic Partnership Incentives Policy.

CITY OF LITTLETON, COLORADO

Resolution No. 61

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING AN AMENDED ECONOMIC PARTNERSHIP INCENTIVES POLICY

WHEREAS, the City Council of the City of Littleton passed Resolution 84-2024 on August 6, 2024, adopting the Economic Partnership Incentive Policy to promote economic development, stimulate commercial activity within city limits, and establish certain guidelines for the approval of incentive packages; and

WHEREAS, the City Council desires to amend the current Economic Partnership Incentive Policy to better align with Littleton City Council's expressed policy interests and to update the stated guidelines to attract high-quality, long-term investments within city limits; and

WHEREAS, upon review and consideration of the amended Economic Partnership Incentive Policy, attached hereto as Exhibit A and incorporated herein by reference, the Littleton City Council recommends approval to better align with council policy interests and goals and to assist city staff in implementing programs to promote business and commercial activity within city limits.

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

Section 1. The Littleton City Council hereby approves the amendment to the Economic Partnership Incentive Policy, attached hereto as Exhibit A.

Section 2. The Resolution shall take effect upon its approval by the Littleton City Council.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 15th day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

ECONOMIC PARTNERSHIP INCENTIVE POLICY

~~Adopted by City Council Through Resolution 84-2024 on August 6, 2024~~

The Economic Partnership Incentive Policy is designed to support a robust and resilient economy through diversification of the city's economic base in partnership with private sector businesses. It is the goal of the City of Littleton to promote new development, redevelopment, job retention and expansion, tax base expansion, and to encourage new and existing businesses to make capital investments. Contributing documents supporting this policy include the Comprehensive Economic Development Strategy (March 2024) and the Retail & Mixed-Use Market Analysis (October 2023).

The purpose of this Policy is to provide illustrative examples of incentive methods that the City of Littleton may use to support economic development activities. It is not meant to be prescriptive, exhaustive, or to limit the City Council's ability to consider and approve incentives or partnerships that best serve the interests of the City.

Table of Contents

1	Incentive Programs
3	Incentive Types
4	Evaluation Criteria
5	Process
6	Definitions
6	Fine Print

INCENTIVE PROGRAMS

The following incentive programs are common examples of incentives that may be available, based on circumstances presented. An incentive request must demonstrate and address in detail how a proposal satisfies the evaluation criteria.

Retail Development Incentive Program

Purpose:

Retail sales are a critical component of the city's tax base and for the city to remain competitive regionally and to maintain a healthy municipal budget, the City of Littleton seeks to promote retail development opportunities throughout the community. The city encourages a wide range of desirable retailers that enhance the Littleton experience and provide benefits to residents while promoting unique retail offerings that benefit tourism.

Eligibility:

Proposed retail projects that address a known retail leakage sector to ensure that Littleton retail can better meet the shopping needs of residents and mitigate environmental costs associated with more extensive vehicle travel that could otherwise be required; or redevelopment of existing commercial or industrial areas that intend to remove blight and improve the financial performance and viability of the property.

Available Incentives:

- Retail Sales Tax Reimbursement
- Use Tax Reimbursement
- Building/Construction Use Tax Reimbursement

DRAFT

- Land Development Impact Fee Credits or Waivers

Evaluation Criteria:
- Tier 3 (Criteria 1 – 11~~)~~), or
- Special Considerations

Approvals:
- City Council shall consider Retail Development Program incentive requests on a case-by-case basis in accordance with the evaluation criteria.

Primary Employment Incentive Program

Purpose:

This program intends to attract primary new private-sector employers or assist existing private-sector employers currently operating in the City of Littleton with payroll expansion, or capital expansion of existing facilities.

Eligibility:

Proposals that guarantee ~~a minimum of 50~~ net new jobs within ~~two~~a specified number of years of opening the facility or notice of payroll expansion, as appropriate within the industry, and include a pay rate equal to or greater than 66% (excluding benefits) of the area per capita income; or ~~at least $750,000 in~~ that meets an established amount of new capital investment that results in a positive impact to the City's economy or strategic vision and goals.

Available Incentives:
- Use Tax Reimbursement
- Building/Construction Use Tax Reimbursement
- Land Development Impact Fee Credits or Waivers

Evaluation Criteria:
- Tier 2 (Criteria 1 – 8~~)~~), or
- Special Considerations

Approvals:
- City Council shall consider incentive requests on a case-by-case basis in accordance with the evaluation criteria.

Revitalization Incentive Grant Program

Purpose:

The goal of this program is to encourage private investment in improvements to business storefronts in a way that makes revitalization efforts affordable, creative, and improves the aesthetic of the entire community. The program offers matching funds to business tenants and property owners within the City of Littleton proposing projects that improve the appearance of existing buildings.

Eligibility:

Applications for consideration involve improvements visible from the public right of way and include architectural/design assistance, façade, landscape, parking areas, exterior lighting, and Americans with Disabilities Act (ADA) improvements and signage.

DRAFT

Available Incentives:

- This program is a cash incentive (reimbursement) grant.

Evaluation Criteria:

- Tier 1 (Criteria 1 – 3~~)~~), or
- Special Considerations

Approvals:

- Funds for this program are appropriated by City Council annually and proposed projects are approved for funding administratively on a case-by-case basis in accordance with the evaluation criteria.

Enterprise Zone Tax Benefit Program

Purpose:

The State of Colorado Enterprise Zone Program provides tax credits for private enterprise to expand and for new businesses to locate in economically distressed areas of Colorado. As a local enterprise zone sub-administrator, Economic Development staff will work with local partners on proposals for contribution projects with defined timelines that improve the economy, create, and retain jobs, expand businesses, and have community support.

Eligibility:

Some areas of Littleton are located within the Enterprise Zone and qualify for assistance. Check with Economic Development staff to determine specific locations. See enterprise-zone-program website for more information.

Available Incentives:

- Businesses are eligible for state income tax credits and sales and use tax exemptions for specific business investments.
- Economic development projects form by incentivizing taxpayers to contribute through state income tax credits.
- Taxpayers who contribute to enterprise zone projects may earn income tax credits.

INCENTIVE TYPES

All incentive types are performance based, meaning that before any monies are disbursed, the proposed project or business shall meet or exceed the specific performance measures identified in the incentive agreement.

Retail Sales Tax Reimbursement

A share-back ~~or partial reimbursement~~ of the city-collected portion of retail sales tax generated from the project~~, up to 50% maximum.~~ .

Requests ~~of~~for this incentive ~~type~~ must ~~identify a financial gap and~~ demonstrate how a public partnership will ~~help~~enhance the project's feasibility ~~of~~and/or advance the ~~project~~public interest.

.

Use Tax Reimbursement

A share-back ~~or partial reimbursement~~ of the city-collected portion of use tax. Use Tax is not a separate tax, it is a complement to Sales Tax and is due on the same tangible personal property on which Sales Tax is charged. Use Tax may still be due even though you paid some Sales Tax.

DRAFT

Littleton

Building/Construction Use Tax Reimbursement

~~A partial to full~~A reimbursement of the construction use tax generated by constructing a project. All proceeds of the construction use tax reimbursement must be utilized for a public or public-related purpose which advances the public health, safety, and welfare of the community.

Land Development Impact Fee Discounts or Waivers

Land development impact fee discounts or waivers shall not exceed the fees or taxes due with respect to a particular project and any savings will not be monetized. The city does not have the ability to waive or reimburse for outside jurisdiction fees or taxes.

Cash Incentive Grant

The Revitalization Incentive Grant program offers up to $20,000 in matching funds for qualifying projects to business tenants and property owners within the City of Littleton proposing projects that improve the appearance of existing buildings. See application for complete program details.

Evaluation Criteria

The requestor shall provide a written narrative describing how the proposal qualifies the following evaluation criteria for the requested incentive program.

Tier 1
1. The proposal demonstrates a long-term commitment to the city. 2. The proposal provides a positive fiscal and economic impact to the city. 3. The proposal creates a beneficial impact on a particular area of the city, which may include designated enterprise zones and/or areas in need of revitalization or redevelopment.
Tier 2
4. The proposed project represents significant private-sector financial investment. 5. The proposed project is compatible with the designated land use, comprehensive plan, and any associated development plans that ensure adequate infrastructure whether existing or proposed. 6. The extent to which the economic and employment benefits of the incentive accrues to the residents and taxpayers who indirectly subsidize the business because of the foregone tax revenue. 7. The degree to which the proposed project or business positively impacts the diversification of the city's economy. 8. The potential for future expansion and additional job creation.
Tier 3
9. The benefits of the proposed project outweigh the direct public costs of infrastructure costs, utility, increased police, and any other public expenses associated with the project.

DRAFT

10. The incentive must make such a difference in determining that the proposed project would not otherwise be established or expanded in the city if it were not for the availability of the incentive.

11. The incentive granted for the proposed project intends to achieve significant economic growth and/or the creation of new jobs in the city.

Special Consideration

Additional consideration is given to proposed projects that advance policy goals and demonstrate the following:

- Facilitates the development of historically difficult-to-develop or economically-disadvantaged parcels.
- In addition to advancing other goals, the project faces unusual tax or regulatory burdens (e.g., metro district taxes).
- Incentivizes locally-owned businesses prioritized in the City's Comprehensive Economic Development Strategy (CEDS).
- Employs workers in targeted industries/sectors as prioritized by the city's Comprehensive Economic Development Strategy (CEDS).
- The proposed project advances transportation priorities beyond standard development requirements or requires extraordinary investment to meet standards e.g., significant bike/ped infrastructure or transportation services for employees.

PROCESS

To be considered for an incentive agreement, the requestor should begin discussions of a proposal early with Economic Development staff. The process is iterative with the expectation that the requestor be transparent with the project details and negotiations will remain confidential.

For formal submittals, a requestor ~~must~~should present a written request containing the following information in the following order:

- Complete requestor information and identification of the requested incentive program and incentive type.
- A written narrative describing the proposed project with all land use specifications, including:
  - How the project is compliant with the zoning and comprehensive plan and any other adopted plans or policies.
  - How the proposal is compliant with the incentive eligibility requirements.
  - How the proposal is compliant with the incentive evaluation criteria.
- ~~At the requestor's cost, include a cost benefit analysis performed by an objective, third-party consultant to analyze the impact of capital investments, construction costs, salaries, visitor~~

DRAFT

traffic and other benefits. The analysis will be used initially to determine the viability of the proposed project and must show a positive economic impact to the city.

- Explanation of the project impact, as relevant:
  - Total private sector capital investment
  - Total jobs retained or created with wage and benefit information.
  - Total assumed new sales tax generated.
  - Real estate assets developed and/or public infrastructure improvement details and costs.
  - Net economic impact to the City.

- A well-developed site plan including project renderings, when relevant.

- A comprehensive financial pro-forma., when necessary.

Next Steps:

- The Economic Development team will analyze the request in conjunction with the City Manager.
- Depending on the complexity of certain requests, the city may retain professional economic consulting services to analyze and provide a detailed assessment of the request.
- Negotiation of the request may be ongoing until there is concurrence with the terms.
- Administratively approved requests will require an agreement specifying the terms and actions.
- RequestsAs needed, requests requiring City Council consideration may first be presented to City Council at a study session withon matters of policy (i.e. more extensive partnership agreements) will require formal action taken at a subsequent City Council public hearing where public testimony may be considered.
- All approved incentive requests will require a fully executed agreement specifying the terms and actions.

DEFINITIONS

Building/Construction Use Tax – Calculated as 3.75% of 52.5% of the value of the building permit.

Land Development Impact Fee – Land Development Impact Fee Schedule

Retailer – Businesses that sell goods in small quantities directly to consumers.

Sales Tax – Sales tax is charged on the purchase price of all sales of tangible personal property by a licensed seller when delivery takes place within the boundaries of the city. The sales tax rate for Littleton is 3.75%. Food, food products, drinks & confections, for home consumption, when sold in the same form, condition, quantities, and packaging as is commonly sold by grocers is exempt from sales tax. 3% of sales tax goes to the General Fund, 0.75% goes to the 3A capital improvement fund for infrastructure.

Sales – Sales include merchandise sold (for cash or credit at retail or wholesale) by establishments primarily engaged in retail trade. Services that are incidental to the sale of merchandise, and excise taxes that are paid by the manufacturer or wholesaler and passed along to the retailer are also included. Sales are net, after deductions, of refunds and allowances for merchandise returned by

DRAFT

customers. Sales exclude sales taxes collected directly from customers and paid directly to a local, state, or federal tax agency.

Use Tax – One-time tax paid on the purchase price of all furniture, fixtures, equipment and supplies incidental to the business. 3% goes to a separate capital projects fund for city-wide capital and 0.75% goes to the same 3A capital improvement fund for infrastructure.

THE FINE PRINT

Incentives must serve a public purpose, as determined by City Council in its discretion including but not limited to providing significant economic, cultural, and/or social benefits to the citizens of Littleton in the form of jobs, new economic activity, increased tax revenues and/or cultural or social opportunities.

The City of Littleton requires the mutual consent and execution of a written agreement detailing the terms of the incentive. No agreement, when required, is final without formal action by City Council.

Award of incentives is a negotiated process and incentive agreements are entirely discretionary and will be considered on a case-by-case basis by the City Manager who retains the right to determine whether the project and proposed incentive agreement will be presented to City Council for consideration of approval, when required. Previously approved agreements do not establish a precedent for subsequent agreements. Unless specified otherwise, any agreement is a personal agreement between the original requestor and the City of Littleton which is not transferable and does not run with the land.

All incentive agreements shall be performance based, meaning that before any monies are disbursed, the business shall meet or exceed the specific performance measures identified in the incentive agreement. Specific performance measures may include:

(a) meeting the requirements of the eligibility threshold for jobs and wages~~.~~;
(b) requiring new revenues generated by the business to equal or exceed the total dollar amount of the incentive provided during the period of the incentive agreement by rebate or refund; ~~or~~
~~(c~~(c) completion of identified project milestones; or
(d) requiring any rebate or refund to come from the revenues generated by that business.

All Incentive Agreements shall be subject to annual appropriations by City Council as required in the Colorado Constitution.

The business and/or property owner must be current in its payment of property taxes to be considered for any economic partnership incentive.

Amendment of this policy may be performed administratively as directed by City Council or as ordinances and policies are adopted. Substantive changes to programs that require City Council approval shall be amended by the City Council.

DRAFT

2255 W. Berry Avenue
Littleton, CO 80120
303-734-8094
economicdev@littletongov.org

~~Approved by City Council via Resolution 84-2024 on August 6, 2024~~

DRAFT

Staff Communication

File #: ID# 26-181, **Version:** 1

Agenda Date: 09/15/2026

Subject:
Motion to approve minutes for the September 1, 2026, special meeting of Littleton City Council

Prepared by:	Wendy J. Shea-Tamag, Deputy 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 September 1, 2026, special meeting of City Council. I have also reviewed the video recording for the September 1, 2026, special 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.

PROPOSED MOTION:
I move to approve the minutes for the September 1, 2026, special meeting of City Council.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes - Draft

City Council

Tuesday, September 1, 2026 | **5:00 PM** | **Council Chamber**

Special Meeting & Executive Session

**** This special meeting is convened for the sole purpose of adjournment to an executive session ****

1. Roll Call

*** Council Members Stillwell and Zink arrived after adjournment to the Executive Session and were participants in that session ****

Present: 5 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson and Council Member Reichardt

Absent: 2 - Council Member Stillwell and Council Member Zink

2. Motion to Adjourn to an Executive Session

Mayor Schlachter moved and Mayor Pro Tem Peters seconded to go into Executive Session pursuant to C.R.S. § 24-6-402(4)(f)(I), and Article III, Section 27 of the City Charter for purpose of discussing performance evaluation process for the city manager, city attorney, and municipal judge. The vote is 5-0. The motion carries.

Aye: 5 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson and Council Member Reichardt

Absent: 2 - Council Member Stillwell and Council Member Zink

3. Adjournment

Mayor Schlachter adjourned the special meeting at 6:29 p.m.

Staff Communication

File #: ID# 26-182, **Version:** 1

Agenda Date: 09/15/2026

Subject:
Motion to approve minutes for the September 1, 2026, regular meeting of Littleton City Council

Prepared by:	Wendy J. Shea-Tamag, Deputy 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 September 1, 2026, regular meeting of City Council. I have also reviewed the video recording for the September 1, 2026, 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.

PROPOSED MOTION:
I move to approve the minutes for the September 1, 2026, regular meeting of City Council.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda - Final

City Council

Tuesday, September 1, 2026 | **6:30 PM** | **Council Chamber**

Regular Meeting (Start time is approximate - follows Executive Session)

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Scheduled Appearances and Presentations

a) Lynda Kizer, First Presbyterian Church of Littleton - Free Community Dinner (2026 Local Partnership Funding grant recipient)

5. Proclamations

a) ID# 26-170 Mayoral Proclamations

Sponsors: City Council

Attachments: 1. National Suicide Prevention Awareness Month

6. Public Comment

If you wish to address city council under Public Comment, please sign-in on the public speaker form before the call to order for this meeting. Public Comment is an opportunity to express opinions regarding issues that are not part of public hearings on tonight's agenda; a separate opportunity will be provided for comment for any public hearing. Each speaker is limited to three (3) minutes. We expect comments to be civil. Disrespectful or disruptive behavior will not be tolerated. The city council is not authorized under the Colorado Open Meetings Law to discuss, comment, or take action at this meeting on any issue raised by public comment that is not part of tonight's agenda. The Mayor may refer the matter to the city manager and/or city attorney for immediate comment after Public Comment, or to staff to obtain additional information and report back to council as appropriate.

7. Comments / Reports

a) Council Members

b) Mayor

c) City Manager

d) City Attorney

8. Consent Agenda Items

Consent agenda items can be adopted by a simple motion. All ordinances must be read by title prior to a vote on the motion. Any consent agenda item may be removed at the request of a council member.

a) Resolution 57-2026

Resolution 57-2026: Amending the charter of the Capital Improvement Sales Tax Board to include representation from the City's Environmental Stewardship Board

Sponsors: City Council

Attachments:
1. Resolution No. 57-2026
2. CISTB Charter_Ex A_REV
3. ESB Memo to Council
4. CISTB Memo to Council

b) Resolution 58-2026

Resolution 58-2026: Approving a License Agreement with the Arapahoe County Board of Commissioners to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way

Attachments:
1. Resolution No. 58-2026
2. License Agreement_High Line Canal

c) Resolution 59-2026

Resolution 59-2026: Approving a License Agreement with the City and County of Denver, acting by and through its Board of Water Commissioners, to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way

Attachments:
1. Resolution No. 59-2026
2. License Agreement_High Line Canal_Denver

d) Resolution 50-2026

Resolution 50-2026: Approving an amendment to a subaward agreement with Denver Regional Council of Governments (DRCOG) for building decarbonization policy work

Attachments:
1. Resolution No. 50-2026
2. DRCOG_Amendment
3. Environmental Stewardship Action Plan 2024
4. Littleton_BPC Subaward_Budget_Amend_Final
5. Building Policy Collaborative: Jurisdictional Subaward Scope of Work

e) ID# 26-166

Motion to approve minutes for the August 18, 2026, special meeting of Littleton City Council

Attachments:
1. 08-18-2026 CC Special Meeting_DRAFT

f) ID# 26-167 Motion to approve minutes for the August 18, 2026, regular meeting of Littleton City Council

Attachments: 1. 08-18-2026 CC Minutes_DRAFT

9. General Business

a) ID# 26-165 Elati Street Corridor Study update

Sponsors: City Council

Attachments: 1. Presentation_Elati Street Corridor Update

10. Ordinances on Second Reading and Public Hearings

Speakers wishing to address council as part of a public hearing will be limited to three (3) minutes and will be called upon when the mayor opens the public comment portion of the hearing.

a) Ordinance 17-2026 Ordinance 17-2026: An ordinance on second reading amending the city code, Title 9, Chapter 1, approving a maximum lawful speed limit of 25 miles per hour within the city limits of Littleton, unless otherwise posted

Attachments: 1. Ordinance No. 17-2026

2. Presentation_Ord. 17-2026

11. Adjournment

The public is invited to attend all regular meetings or study sessions of the city council or any city board, commission, or committee. Please call 303-795-3780 at least 48 hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to attend, or participate in, any such meeting. For any additional information concerning city meetings, please call the city clerk's office at the above referenced number.

FREE COMMUNITY DINNER
VISION STATEMENT

Reaching out to the lonely and hungry in our community, to offer good, healthy food in a home-like, loving environment.

We will treat our guests with dignity and loving kindness

CHARLESTON
SOUTH CAROLINA

Community Dinner Menus 2026

Jan 27, Spaghetti Dinner, with Homemade spaghetti sauce, hand-rolled meatballs, Italian sausage, Italian tossed salad, garlic bread, Fresh fruit and Handheld desserts

Feb 24, Savory Baked Chicken, creamy potato salad, winter fruit salad, fresh fruit and handheld desserts

Mar 31, 1 week before Easter, Ham, baked potatoes, brown sugar cinnamon carrots, tossed green salad, fresh fruit and handheld desserts

April 28, Meatloaf with onion gravy, mashed potatoes, herbed green beans, tossed salad, fresh fruit and handheld desserts

May 26, – Day after Memorial Day - Green chili and chicken casserole, confetti corn, tossed green salad, chips and salsa, fresh fruit and handheld desserts

June 30, - 4th July - Pulled Pork Sandwiches, creamy coleslaw, fruit salad, fresh fruit and handheld desserts

July 28, Taco bar with beef tacos and all the accompaniments, green chile corn casserole, chips and salsa, fresh fruit and handheld desserts

Aug 25, BBQ chicken, Italian pasta salad, melon salad, fresh fruit and handheld desserts

Sept 29, Lasagna, tomato and herb salad, cheesy garlic bread, fresh fruit and handheld desserts

Oct 27, - Halloween Chili, corn chips, cheese, onion, jalapenos, green salad with cilantro honey lime dressing, fresh fruit and handheld desserts

Dec 29, Savory dinner casserole, tossed green salad, orange cranberry salad, fresh fruit and handheld desserts

FREE COMMUNITY DINNER
LAST TUESDAY OF EVERY MONTH
6:00 – 7:00 PM

September 29, 2026

Doors Do Not Open Until 6:00

Where – First Presbyterian Church
1609 W Littleton Blvd.

Lasagna, tomato and Herb Salad, Cheesy Garlic Bread, fresh fruit and handheld desserts

Questions- (303) 798-1389

http://littletonpresbyterian.org/dinner

All Are Welcome!

PARNERSHIP GRANT FOR 2026

$2100.00

Amount spent on food thru August 2026

$2861.64

Number of guests in attendance thru August

620

Estimate of actual numbers of meals served including 2nd helpings and To-Go Boxes

856

EXIT

Serving Line

Dining Room

BOO

COMMUNITY DINNER NON-PROFIT CONTACTS

AbleLight

Bemis Library

Life Center

Love Inc

So Metro Housing Options (includes all Apartments, housing, such as Bradley House, Amity House,etc

St Mary Catholic Church Food Bank

Whiz Kids Families (From our Whiz Kids tutoring program)

Doctors Care

The Windermere

Arc

The Laundry Mart behind ARC

We used to also include Graceful Café and Break Bread. We hated to see them close.

We send out flyers each month to each of these and will start again as Break bread is getting ready to start up again.

The Flyers include the4 date and the menu. I have also included the September Flyer for you to see.

Staff Communication

File #: ID# 26-170, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Mayoral Proclamations

Prepared By:	Colleen L. Norton, City Clerk

PURPOSE:
Mayor Schlachter will introduce one (1) Mayoral Proclamations:

a) National Suicide Prevention Awareness Month

PRESENTATIONS:

Staff Presenter(s): Kyle Schlachter, Mayor
Additional Presenter(s): N/A

powered by Legistar™

Littleton

PROCLAMATION
City of Littleton, Colorado
Proclaiming September 2026
"NATIONAL SUICIDE PREVENTION AWARENESS MONTH"
in the City of Littleton

***WHEREAS**, September is Suicide Prevention Awareness Month, a time to raise awareness, promote hope, and normalize help-seeking; and*

***WHEREAS**, suicide affects millions of people every year, yet too many struggle in silence. Whether you're facing challenges, supporting a friend or loved one, or are looking to help, your voice matters; and*

***WHEREAS**, this month is dedicated to recognizing the warning signs for suicide, encouraging open conversations about mental health, and connecting people to proven treatment and resources; and*

***WHEREAS**, while anyone, regardless of background or identity, can be at risk for suicide, some groups have higher suicide rates than others, such as veterans, those who live in rural areas, Indigenous individuals, and members of the LGBTQ+ community. Prevention must be a public health priority; and*

***WHEREAS**, suicide prevention requires collaboration and compassion from friends, families, neighbors, coworkers, businesses, government agencies, and community organizations to implement strategies for early intervention, treatment, prevention, and postvention; and*

***WHEREAS**, this month and throughout the year, the City of Littleton reaffirms its commitment to mental healthcare and services, reducing stigma, advocating for best practices regarding suicide prevention, and spreading awareness of suicide and suicide prevention; and*

***WHEREAS**, suicide and suicide attempts have far-reaching effects on loved ones, friends, family, coworkers, first responders, and entire communities. All residents of Littleton are reminded that everyone can help prevent suicide by raising awareness, promoting healthy connections, supporting crisis services, and creating a safer, healthier world for all; and*

***WHEREAS,** the Suicide and Crisis Lifeline provides free and confidential services to people in distress, prevention and crisis resources for those struggling or their loved ones, and best practices for professionals, and is available 24 hours a day, seven days a week by calling or texting 9-8-8 or visiting 988lifeline.org; and*

***WHEREAS,** when we stand together in strength, dignity, hope, and purpose, we can make a difference and help save lives.*

***NOW THEREFORE BE IT RESOLVED**, I, Kyle Schlachter, Mayor of the City of Littleton, do hereby proclaim September 2026 "National Suicide Prevention Awareness Month" in the City of Littleton.*

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official seal of the City of Littleton to be affixed this 1st day of September 2026.*

Kyle Schlachter, Mayor

CITY OF LITTLETON, COLORADO
A MODERN CITY IN THE WESTERN TRADITION
SEAL
INCORPORATED
1890

Colleen L. Norton, City Clerk

PUBLIC COMMENT

Public Comment is an opportunity to express opinions on any topic, whether or not it appears on the agenda.
We expect comments to be civil. Disrespectful or disruptive behavior will not be tolerated

Each speaker is limited to 3 minutes

Tuesday, August 31, 2026

PRINT NAME	DISTRICT	ADDRESS	EMAIL	SUBJECT
1. JOSH STEWART	[redacted]			Elati
2. Teresa Tucker				Elati
3. Sarah Tucker				Elati
4. Kim Caulfield				Elati
5. Grey Sullivan				Thesis # Children First
6. Candice Rutledge				
7. Pam Cheadle				Comp Plan update – Council's Responsibility
8. Miriam Dunham				
9. Alex Burkey				
10. Billy Gooch				
11. Dave Allen				
12.				
13.				
14.				
15.				

Council Meeting
Agenda Item Comment

Littleton Center
2255 W. Berry Avenue
Littleton, CO 80120
Date Submitted:

September 1, 2026 01:44 PM

Council meeting date:	Council agenda item number:
09/01/2026	**Elati St**

Name	**Cynthia Bockenstedt**
Email address	[redacted]
Neighborhood	**I do not live in Littleton**
Position	**I oppose the issue**

Comments:

Please read this at the meeting:This is regarding the project on Elati Street in Littleon. I lived on Elati Street for many years and have family there still, so I go there often. I lived in the beautiful Aberdeen Village section.
I oppose your plans for the beautiful street and ask you to leave it as is.

My reasons include the cost, without proven benefit. Traffic narrowing puts vehicles passing each other in opposite directions in too close of proximity, especially for large vehicles like commerial trucks, delivery vehicles, and large SUVs. Snow plowing is also impacted. Emergency vehicles like firetrucks have less room to vaneuver. Restricted parking areas are also not wanted. Plastic poles and bumps are ugly, cost us money, and add major distractions and more to process while driving which can reduce safety. Also damaged poles need replacing. People do not liked being overly controlled either. Please do no infringe on property owner's rights, wrongly or unnecessarily. All the proposed project items take away from the natural beauty and serenity of the area.
Thanks for listening to my imput and I hope you will put this unnecessary idea away.
Cindy Bockenstedt

Council Meeting
Agenda Item Comment

Littleton Center
2255 W. Berry Avenue
Littleton, CO 80120
Date Submitted:

September 1, 2026 01:01 PM

Council meeting date:
09/01/2026

Council agenda item number:
ZZEOGnbSM

Name **Egle Gene**

Email address [redacted]

Neighborhood **Ketring Park**

Position **I oppose the issue**

Comments:

I oppose the whole thing .I grew up at [redacted]. my mother lives at that address. Part of aberdean village. To put sidewalks in and narrow the lanes and trying to change traffic and hinder free flow with stupid things like roundabouts where fire trucks cant get through, trying to change the look and ease you can go through the neighborhood now is a bad idea. The people of aberdean village purchased thier houses for the idea of being in an exclusive neighborhood.to change that now and make changes that residents dont want. To restrict the flow of traffic is stupid as there is more and more traffic on the roads everyday .this would be a serious step backward and a big waste of money. Highly against it. I live in ketring apts on Gallup st. They screwed up the intersection at gallup and shepperd so firetrucks cant get around the corner and the pole barriers that they put up get run over frequently. Another fine idea. We are not Europe roundabouts dont work here. We are to spread out to be a walking community. I am opposed to these changes. As a Littletonite for 66 years this is a bad idea. Respectively Gene Egle lived in Littleton all my life. So far.

Council Meeting
Agenda Item Comment

Littleton Center
2255 W. Berry Avenue
Littleton, CO 80120
Date Submitted:

September 1, 2026 01:02 PM

Council meeting date:
09/02/2026

Council agenda item number:
Elati

Name **Tim Egle**

Email address [redacted]

Neighborhood **Ketring Park**

Position **I oppose the issue**

Comments:

Please read at meeting .City council I oppose the Euclid corridor sidewalks, I'm writing to express my absolute outrage over the push to install sidewalks in Aberdeen Village seeing the absolute disaster of the new sidewalks on Euclid Avenue has made it clear that this initiative is nothing short of a poorly planned, recreationally nightmare The Euclid Avenue project is a textbook example of incompetent passport planning where the crew is clear making the project up as they go along residence. There are dealing with torn up yards completely botched drainage and a half hazard design that changes by the day I refuse to watch our neighborhood suffer through that same chaotic mess preserving our currently layout without sidewalks, avoid these exact pitfalls, avoiding you could style chaos the utter disarray on Euclid Avenue, proves that rest municipal and or ass association projects result in structural damage, ruin landscape, and zero accountability when things go wrong aesthetic and ritual charm the absence of concrete walkways, maintains a clean open and natural streetscape without introducing an uncoordinated industrial field to a quiet community property, landscape and integrity, constructing sidewalks and roaches upon front lawns, destroys, mature trees, and ruins individual property boundaries that homeowners has spent years maintaining final stewardship eliminating the high cost of installation maintenance and liability. Saves homeowners substantial funds that are far better kept in our own pocket rather than wasting on a project being made up on the fly our current set up encourage as a shared neighborly use of our low traffic streets. I strongly urge support to drop this idea entirely before we end up with the same Shaik mess currently plugging Euclid Avenue thank you for your time and immediate attention to this critical issue Tim Egle

Presentation to Littleton City Council — September 1, 2026
Gregory Sullivan, Ph.D., Environmental Management and Systems

CHILDREN FIRST: DID THE MORATORIUM DELIVER?

A Call for Stronger Public Health Protections in Littleton

Mayor and Members of City Council,

I am here tonight because the issue before this City is about much more than **32 gasoline pumps**. It is about whether the City and Council used the one-year moratorium to develop a stronger, more responsible policy—one that puts **CHILDREN FIRST, first of our 32 Theses.**

First, consider the public health cost of asthma.

According to the **Asthma and Allergy Foundation of America**, the inflation-adjusted economic cost of asthma is **at least $118 billion annually in 2026**—including medical costs, mortality, and lost work and school days. But this is not simply a national statistic.

Here in **Arapahoe County**, during the period **2014 through 2024**, children under 0 - 14 years averaged approximately: (see firgres in Annex)

852 asthma-related Emergency Department visits per year and **206 asthma hospital admissions per year.** These are not abstract numbers.

They represent children whose asthma became serious enough to require emergency or hospital care. And children have no choice. They do not decide where development is placed, how much traffic surrounds their schools, or what pollutants they breathe.

Second, the one-year moratorium was an extraordinary opportunity.

The City had a full year to step back and ask an important question:

How should Littleton regulate fuel stations when their environmental and health impacts may fall disproportionately on children?

The moratorium could have been the foundation for a meaningful, forward-looking policy. Instead, **I believe that opportunity was squandered.**

Mayor Pro Tem Andrea Peters and Council Member Joel Zink were absent when this critical issue came for a vote before the Council. I find that deeply troubling. This was one of the most important issues before the Council—a decision with potentially long-term consequences for children, schools, public health, and our community. It deserved the **full participation of the elected Council and the strongest possible analysis.**

Third, the planning process itself raises serious concerns.

Information presented to Planning and Zoning was, in my view, incomplete or erroneous, and the analysis did not adequately address the cumulative environmental and public-health impacts of this project. One statement particularly troubled me: **"We need to give "wiggle room" to developers."** I understand that responsible development requires reasonable flexibility.

But when there is uncertainty, I ask: **Where should the wiggle room go?**

It should go toward protecting children—not increasing the environmental burden placed on them. If this City must err, it should err on the side of children's health, safety, and welfare.

Fourth, who bears the cost?

Costco, Republic Investment Group (RIG), Saunders, and Novak may receive the financial benefits associated with this development. BUT they will not bear the full societal costs associated with the pollution, traffic, construction impacts, and potential health consequences.

Those costs can instead appear as **asthma attacks, emergency-room visits, hospitalizations, missed school, missed work, and long-term environmental impacts.**

In other words, some of the benefits are private, while some of the potential costs are shifted to **children, families, schools, and taxpayers.**

That is why accountability matters.

FIFTH, The Action I Am Asking This Council to Take

Tonight, I am asking this Council to take a specific action:

Direct City staff to return to Council with a strengthened fuel-station policy that incorporates explicit protections for children and public health before any new fuel-station application is approved.

That policy should include, at minimum:

- **A meaningful health and environmental-impact analysis** for proposed fuel stations;
- **Specific consideration of proximity to children**, including schools, childcare facilities, parks, and other places where children congregate;
- **An assessment of cumulative impacts**, including traffic, air pollution, construction pollution, and existing environmental burdens;
- **Clear standards—not discretionary "wiggle room"—for protecting public health;** and
- **Transparent public reporting** so residents can see the evidence and understand how these decisions are made.

I am not asking the Council to stop development. I am asking the Council to **improve the rules before the next project comes forward.**

Use the experience of this moratorium to create a policy that says clearly:

When there is a conflict between unnecessary environmental burden and the health and welfare of children, children come first.

And that brings me back to **Thesis #1: CHILDREN FIRST. And Thesis #32**

"Environmental Justice Requires Accountability. Children must not bear an unnecessary environmental burden for the profits of companies."

The 32 Theses are not simply about one Costco project. They are a framework for how Littleton should approach development when children's health and environmental burdens are at stake.

The moratorium gave this City an opportunity to put that principle into policy.

The question tonight is: **Did we?**

And if the answer is not yet, then we have an opportunity to do better.

When children have no choice, adults have a responsibility to choose wisely for them.

And if this City must give anyone **"wiggle room,"**

Give it to the children!

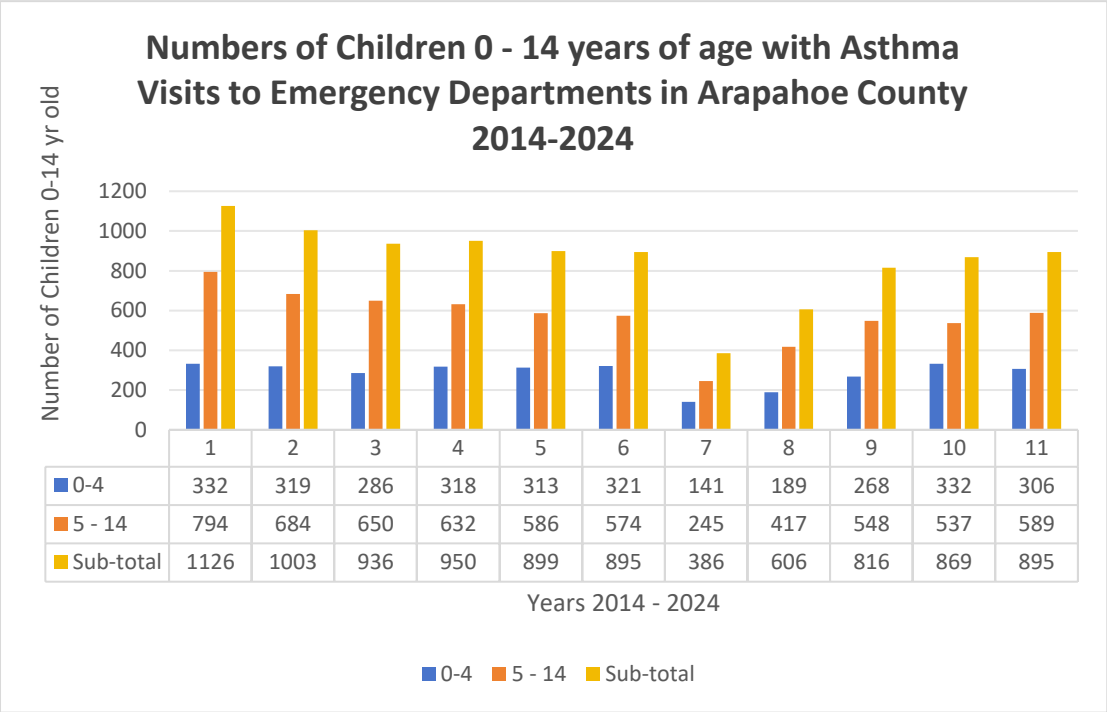
Thank you!

Gregory Sullivan

Climate and Kids Clean Air! Healthy Kids!

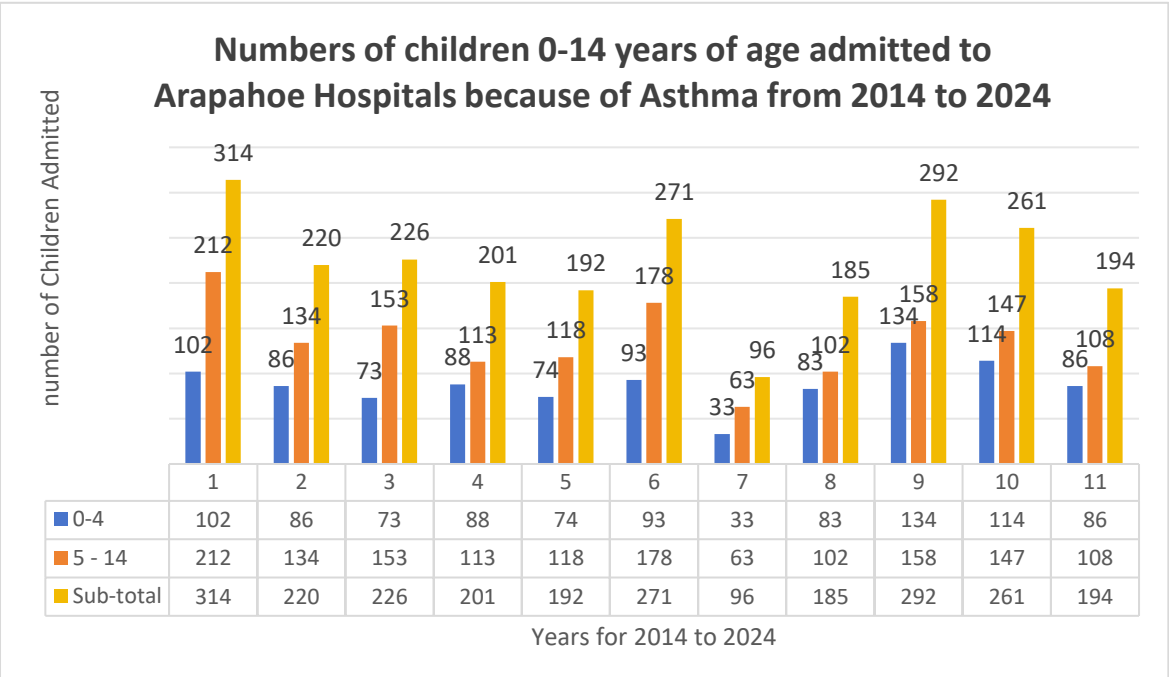
ANNEX TABLES

Figure 1. Emergency Room Visits - **Numbers** of Children with Asthma, ages 0 - 14 Years: 2014 - 2024.



	1	2	3	4	5	6	7	8	9	10	11
0-4	332	319	286	318	313	321	141	189	268	332	306
5 - 14	794	684	650	632	586	574	245	417	548	537	589
Sub-total	1126	1003	936	950	899	895	386	606	816	869	895

Figure 2. Numbers of **HOSPITAL ADMISSIONS** of Children aged 0 - 14 years old to Arapahoe Hospitals for Asthma, 2014 to 2024



	1	2	3	4	5	6	7	8	9	10	11
0-4	102	86	73	88	74	93	33	83	134	114	86
5 - 14	212	134	153	113	118	178	63	102	158	147	108
Sub-total	314	220	226	201	192	271	96	185	292	261	194

Council Meeting
Agenda Item Comment

Littleton Center
2255 W. Berry Avenue
Littleton, CO 80120
Date Submitted:

September 1, 2026 07:34 PM

Council meeting date:
09/01/2026

Council agenda item number:
Elati St.

Name **Elizabeth Finney**

Email address [redacted]

Neighborhood **Ketring Park**

Position **I oppose the issue**

Comments:

The street redesign won't deliver on safety. According to a study done by the University of Nebraska on bicycle accidents in Denver, separated bike facilities lead to an increase in serious cycling accidents. The reason is because the bike lanes don't eliminate conflicts at intersections where the most serious accidents occur. Cyclists can feel a false sense of security which can lead to things like riding faster through the intersection or not looking before crossing. The study showed that separated bike lanes increased the average number of crashes by 117% and that cycle track facilities increased the average number of crashes by 400% when compared to a shared road. The traffic study thay was done on Elati shows that the accidents have primarily occurred at the intersections so this is relevant to the conditions we have here.

The surveys the city has done contain methodological errors as they lack a baseline option and a maintenance only option. They force residents into a false set of choices for drastic changes that don't necessarily reflect their true wishes. Even so, a significant number of respondents chose none of the options. According to one of the survey results, nearly 20% or 1/5th of the respondents do not want any of the options and less than half of the respondents want the option that was selected. This should signal to the City that this is not a plan that should go forward as it's proposed. Please pause this project, issue a new survey thay includes both a baseline option and a maintenance only option, and develop a plan that gets more significant support and better protects all who use the road.

Council Meeting
Agenda Item Comment

Littleton Center
2255 W. Berry Avenue
Littleton, CO 80120
Date Submitted:

September 1, 2026 05:42 PM

Council meeting date:
09/01/2026

Council agenda item number:
Elati st

Name **Catherine Egle**

Email address [redacted]

Neighborhood **Ketring Park**

Position **I oppose the issue**

Comments:

I am against this project as this is an unnecessary use of tax payer funds, the visual clutter that is going on makes the streets less safe, Elati is a quaint, quiet street that doesn't need to be torn apart and destroyed like a lot of neighborhoods in Littleton and surrounding areas. What is happening is absolutely atrocious and as I stated Unsafe. Please reconsider this horrible idea !

Staff Communication

File #: Resolution 57-2026, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Resolution 57-2026: Amending the charter of the Capital Improvement Sales Tax Board to include representation from the City's Environmental Stewardship Board

From:	James L. Becklenberg, City Manager
Prepared by:	Colleen L. Norton, City Clerk
Presentations:	N/A

PURPOSE:
To amend the charter of the Capital Improvement Sales Tax Board (CISTB) to include a volunteer representative from the Environmental Stewardship Board (ESB).

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance

DISCUSSION:
The Capital Improvement Sales Tax Committee, later renamed the Capital Improvement Sales Tax Board (CISTB), was created and its charter approved, in 2022 to provide guidance regarding the use of revenues generated as a result of a sales tax increase of 0.75% approved by voters in November, 2021. At the time the CISTB was approved by resolution, the Environmental Stewardship Board did not exist.

BACKGROUND:
ESB, as evidenced by the attached memo to council, is committed to being represented on CISTB.

Prior Actions or Discussions
August 16, 2022 - Council passes resolution 52-2022, creating the Capital Improvement Sales Tax Committee and adopting its charter.
June 4, 2026 - ESB memo to Council asking for representation on CISTB.
June 9, 2026 - CISTB memo to Council asking for representation from ESB.

FISCAL IMPACTS:
N/A

STAFF RECOMMENDATION:
Staff recommends approval of Resolution 57-2026, thereby amending the CISTB charter to add representation from ESB.

ALTERNATIVES:

- Council may approve amendment to the CISTB charter as presented; or
- Council may offer additional amendments to the CISTB charter, i.e., adding representation from this and/or other council appointed bodies; or
- Council may deny the amendment to the CISTB charter thereby maintaining the current structure with no representation from ESB.

PROPOSED MOTION:
I move to approve Resolution 57-2026 amending the charter of the Capital Improvement Sales Tax Board to include representation from the City's Environmental Stewardship Board.

CITY OF LITTLETON, COLORADO

Resolution No. 57

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, AMENDING THE CHARTER OF THE CAPITAL IMPROVEMENT SALES TAX BOARD TO INCLUDE REPRESENTATION FROM THE CITY'S ENVIRONMENTAL STEWARDSHIP BOARD

WHEREAS, in November 2021, the registered electors of the City of Littleton approved a three-quarter cent sales tax increase for capital improvement projects; and

WHEREAS, council approved creation of, and a charter for, the Capital Improvement Sales Tax (Committee) Board to ensure use of approved funds are in line with the intention of the ballot question which created the additional sales tax; and

WHEREAS, council has requested staff bring forward an amendment to the charter of the Capital Improvement Sales Tax Board to include representation from the Environmental Stewardship Board.

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

Section 1. The charter of the Capital Improvement Sales Tax Board be amended to increase the number of board members from 8 to 9, adding representation from the Environmental Stewardship Board, as defined in Exhibit A.

Section 2. The charter of the Capital Improvement Sales Tax Board be amended to remove specific reference to ballot measure 3A and replace with Sales Tax Capital Improvement Fund.

INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 1st day of September, 2026 at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

City of Littleton Capital Improvement Sales Tax Citizen Committee
Charter and Action Plan

Adopted August 16, 2022
Revised September 1, 2026

The City of Littleton Capital Improvement Sales Tax Citizen Committee advises City Council on the use of the $ 0.0075 sales tax increase approved by voters for capital improvements. The committee will provide a report to City Council and the community once per year as called for on the ballot language.

AND THE CITY SHALL ANNUALLY REPORT THE PROGRESS OF SUCH PROJECTS AND THE EXPENDITURES OF SUCH REVENUES TO THE CITIZENS WITH REVIEW BY A BOARD OR COMMISSION AS APPOINTED BY CITY COUNCIL

The committee is made up of 9 members who are City of Littleton residents. The members will be appointed by City Council to each serve a two-year term. The membership will be drawn from:

- One member each from the following city boards and commissions
    - Planning Commission
    - Transportation and Mobility Board
    - Arts and Culture Commission
    - Historical Preservation Board
    - Next Gen Advisory Committee
    - South Metro Housing Options Board
    - Environmental Stewardship Board
- Community members (2) selected by City Council

The committee will meet twice each year, in April and May, to review the staff reporting and prepare a memo to City Council outlining their evaluation of the utilization of the $0.0075 sales tax per the language in the ballot measure. The Committee will present the report memo to City Council in June at a study session.

Working Objectives

Staff Tasks

Each year city staff will prepare report by March 31st outlining the following information:

- Revenue generated by the the $0.0075 sales tax increase
- Comparison of yearly revenue since the fund inception
- Projected sales tax revenue for the current fiscal year

- The utilization of the money generated by the $0.0075 sales tax for the preceding calendar year. The report shall include:

    - Total spending
    - Spending by major capital category
    - Debt service
    - Unallocated funds
    - Funds to be rolled over into the next year
    - Overhead allocated to design and construction projects
    - Employee positions allocated to the Sales Tax Capital Improvement Fund

Committee Tasks

The ballot language reads that funds will be utilized for:

BACKLOGGED CAPITAL IMPROVEMENT PROJECTS INCLUDING BUT NOT LIMITED TO: NEIGHBORHOOD STREET MAINTENANCE AND RECONSTRUCTION, STREET CONGESTION AND IMPROVED CAPACITY PROJECTS, RIGHT-OF-WAY AND MEDIAN MAINTENANCE AND IMPROVEMENTS, STREET AND BRIDGE SAFETY IMPROVEMENTS, SIDEWALK IMPROVEMENTS, BUILDING REPLACEMENT AND MAINTENANCE, INCLUDING SPECIFIC PROJECTS SUCH AS:

- MAJOR STREET MAINTENANCE AND RECONSTRUCTION IN NEIGHBORHOODS AND SIGNIFICANT CORRIDORS;
- MINERAL & SANTA FE INTERSECTION IMPROVEMENTS;
- DOWNTOWN STREETSCAPE AND PARKING IMPROVEMENTS;
- PUBLIC WORKS FACILITY REPLACEMENT; AND
- MAINTENANCE AND IMPROVEMENTS TO CITY-OWNED FACILITIES AT THE LITTLETON MUSEUM, BEMIS LIBRARY, THE MUNICIPAL COURTHOUSE AND OTHERS; AND
- PUBLIC SAFETY FACILITY IMPROVEMENTS;
- ENHANCED ENVIRONMENTAL STEWARDSHIP IMPROVEMENTS SUCH AS SUSTAINABLE LANDSCAPE IRRIGATION AND CONSERVATION IMPROVEMENTS

The committee will prepare a summary report to City Council advising them if the use of the Sales Tax Capital Improvement Fund in the previous calendar year compared to the list of called for uses as stated in the ballot language. The memo will outline how the funds were spent, if there are expenditures that fall outside of the ballot language, and recommendations and concerns about the city's utilization of the Sales Tax Capital Improvement Fund.

June 4, 2026

Subject: ESB requests a seat on the CISTB

On behalf of the Environmental Stewardship Board (ESB), we ask that ESB be allocated a new seat on the Capital Improvement Sales Tax Board (CISTB) of the City of Littleton (Littleton). The CISTB's mission spans many areas where ESB should have input. Furthermore, a line-item for "ENHANCED ENVIRONMENTAL STEWARDSHIP IMPROVEMENTS SUCH AS SUSTAINABLE LANDSCAPE IRRIGATION AND CONSERVATION IMPROVEMENTS" in the language of the ballot measure that formed the board recognizes the importance of this work.

Not having a member of ESB on the board is simply a logistical oversight, as the CISTB was formed just before ESB. It is time to correct this oversight and allocate a new seat on the CISTB to ESB. So far, Littleton has received substantial grant funding for environmental stewardship initiatives, but it is important for Littleton to invest in environmental resilience in many ways, including through the Capital Improvement Fund.

Please do not delay this action; ESB should have a seat on the CISTB for the meetings in 2027.

Sincerely,

Gretel Pavao, Chair

Alex Burkey, Vice Chair

Cameron Bowen

Sarah Graves

Tom Econopouly

Andrew Toth

Sharon Unkart

Memorandum

To: Littleton City Council

From: Capital Improvement Sales Tax Citizen Board

Date: June 9, 2026

Ref: Report on Use of Ballot Measure Capital Improvement Sales Tax (CIST) Funds by The City of Littleton for the Calendar Year Ended December 31, 2025

Executive Summary

- The City of Littleton Capital Improvement Sales Tax Citizen Board met on April 30, 2026 and May 21, 2026 with Kevin Orton, Laurie Matta, and Brent Soderlin.
- We reviewed the December 31, 2025 CIST Fund Annual Report which consisted of the Spending by Major Category, Spending by Project, Financial Use and Sources, and Employee Positions Allocated for the CIST funds.
- We discussed current and future CIST funded projects being worked on to understand the scope and purpose of those projects.
- Based on our review, we conclude that the CIST funds for the year ended December 31, 2025 spent were in conformance with the ballot language.
- We also reviewed the Capital Improvement Sales Tax Fund 2026 Budget plan.

How Funds were Spent

- For the year ended December 31, 2025 a total of approximately $12.8M of CIST funds were raised.
- During the year ended December 31, 2025 a total of approximately $10.8M was spent. A detail breakdown can be found in the CIST Capital Improvement Fund Spending by Major Category and Program Details for the year ended December 31, 2025.
- As of December 31, 2025, the CIST fund has approximately $23.6M of funds available for future projects.

Expenditures Outside of Ballot Language

- The CIST board did not note any 2025 CIST funds that were used on expenditures outside of those described in the 3A ballot language.

Recommendations/Concerns about the city's utilization of the CIST Fund

- The CIST board did not have any recommendations or concerns regarding the city's utilization of the CIST funds.

Additional Comments

- The CIST board commends city staff on continuing to provide valuable information to the committee to review to understand the planning, prioritization and context for the future spending of CIST funds.
- We recommend that the staff and Council continue to monitor the use of CIST funds for soft costs including personnel costs and strategic planning. We recommend that staff and the Council prioritize future spending on brick-and-mortar projects that deliver tangible and visible results for community benefit.
- We recommend that the Council consider adding a member of the Environmental Stewardship Board to the CIST Board.

Staff Communication

File #: Resolution 58-2026, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Resolution 58-2026: Approving a License Agreement with the Arapahoe County Board of Commissioners to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities
	Sarah White, Water Resources Manager
Presentations:	N/A

PURPOSE:
Approval of a License Agreement between the City of Littleton and Arapahoe County to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way ("ROW") that cross the High Line Canal ROW on behalf of the development at 16 W Dry Creek.

LONG-TERM OUTCOME(S) SERVED:
Safe Community; High-Quality Governance

DISCUSSION:
The City of Littleton has recently approved the 173 multi-family unit development at 16 West Dry Creek Circle, via Master Development Plan MDP24-0001 and Site Improvement Plan SIP25-0002 (the "Development"). In conformance with city drainage requirements, the Development is required to construct onsite detention and water quality facilities, these stormwater facilities are then connected to the nearest public stormwater collection system. The Development is proposing to construct a stormwater facility that will convey flows in a 24" storm sewer within West Fremont Avenue ROW to its ultimate outfall into Lee Gulch. A portion of West Fremont Avenue spans the irrigation ditch known as High Line Canal, reference license agreement Exhibit "A".

For any infrastructure constructed, operated, or maintained within the High Line Canal, a License Agreement must be executed between the High Line Canal owner and the respective jurisdiction(s) or organization(s) that are responsible for the infrastructure. In Littleton, the High Line Canal is owned by the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), with exception of the current in-process transfer of ownership of portions of the High Line Canal to Arapahoe County (County). With this recent transfer of the High Line Canal ownership to the County, existing or new improvements within the High Line Canal within Arapahoe County will need to be captured going forward through agreements with the County in addition to Denver Water, who retains certain ownership rights.

The Development will be installing a new 24" storm sewer within the West Fremont Avenue ROW which will ultimately be owned and maintained by the City of Littleton after final acceptance. The License Agreement will therefore be issued to the City of Littleton.

BACKGROUND:
In order for infrastructure to be constructed within the High Line Canal ROW, a License Agreement is required to be executed between the High Line Canal owner and the respective jurisdiction(s). The license agreement will allow for the construction, utilization, maintenance, repair and reinstallation of the proposed storm sewer. The City of Littleton intends to accept the public storm sewer being constructed by the development located at 16 W Dry Creek Circle.

The cost of the license agreement with Arapahoe County is $2,000.00, plus associated administrative and review fees. These costs will be paid by the City of Littleton and reimbursed through development fees by the owner of the Development at 16 W Dry Creek Cir.

Prior Actions or Discussions
Master Development Plan, MDP24-0001, was approved by City of Littleton Planning Commission November 11, 2024.

Site Development Plan, SIP25-0002, was recorded February 12, 2026.

FISCAL IMPACTS
The $2,000 License Agreement will be paid from account 01-322-74210 and reimbursed from the owner of the development at 16 W Dry Creek Circle.

STAFF RECOMMENDATION:
Staff recommends approval of the License Agreement.

ALTERNATIVES
If the license agreement is not approved, the project located at 16 W Dry Creek will not be able to connect the onsite storm sewer to the public system.

PROPOSED MOTION:
I move to approve Resolution 58-2026, approving a License Agreement with the Arapahoe County Board of Commissioners to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way.

CITY OF LITTLETON, COLORADO

Resolution No. 58

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING A LICENSE AGREEMENT WITH THE ARAPAHOE COUNTY BOARD OF COMMISSIONERS TO CONSTRUCT, UTILIZE, MAINTAIN, REPAIR AND REINSTALL STORM SEWER WITHIN THE WEST FREEMONT AVENUE RIGHTS-OF-WAY THAT CROSS THE HIGH LINE CANAL RIGHTS-OF-WAY

WHEREAS the council, by resolution, may enter into contracts with other governmental bodies to furnish or receive government services, to make or pay charges for such services, or enter into cooperative or other joint activities with other governmental bodies; and

WHEREAS the development known as 16 W Dry Creek ("Development") is a new multifamily community approved with land use cases MDP24-0001 and SIP25-0002; and

WHEREAS Development will need to construct a 24" storm sewer within the West Fremont Avenue Rights-of-Way ("ROW") to convey drainage from the proposed stormwater facility; and

WHEREAS Arapahoe County has ownership interest in the property known as the High Line Canal; and

WHEREAS Development must cross High Line Canal ROW in order to discharge storm runoff into the most adjacent drainageway, Lee Gulch; and

WHEREAS the City of Littleton will own and maintain the Development's constructed storm sewer within West Fremont Avenue ROW upon final acceptance; and

WHEREAS the City of Littleton desires to enter into a license agreement with the Board of County Commissions of the County of Arapahoe to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue ROW that cross the High Line Canal ROW as further set forth in Exhibit "A"; and

WHEREAS the license agreement fee of $2,000 plus any associated administrative and review fess will be fully paid by Development owner;

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

The license agreement between the City of Littleton and the Board of County Commissioners of the County of Arapahoe to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way in substantially the same form as Exhibit "A", is approved and the Mayor is hereby authorized to execute the license agreement.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 1st day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

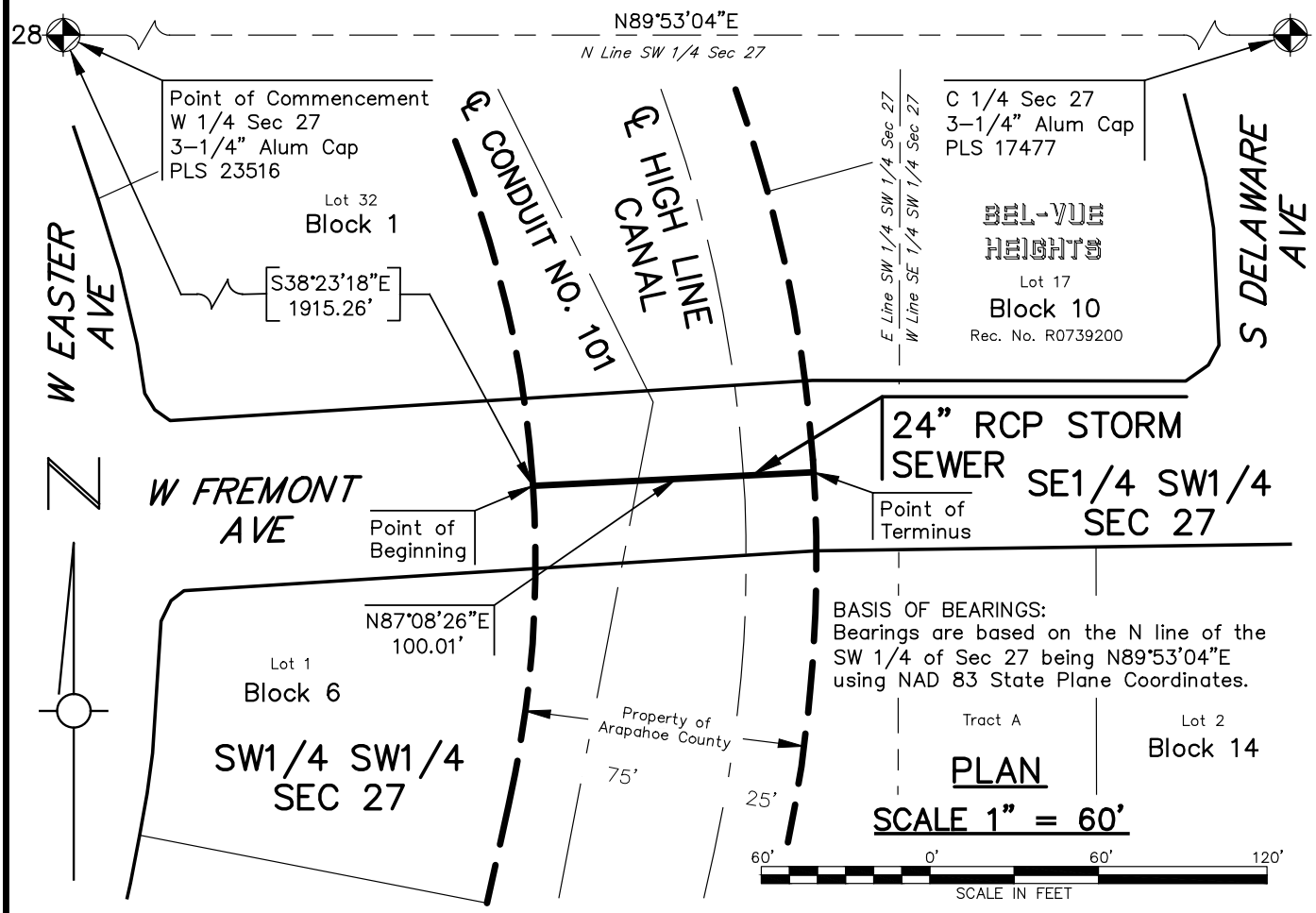
_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

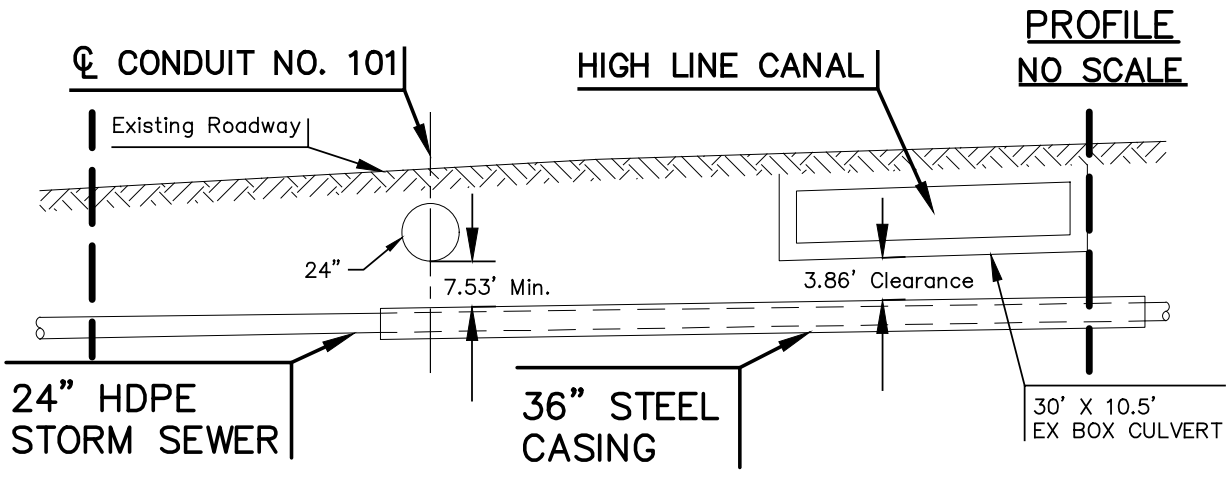
APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

EXHIBIT "A"

SW 1/4 SECTION 27, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM
---- ARAPAHOE COUNTY ----





Parcel Map Not P.L.S. Stamped or Certified

LEGEND LICENSE GRANTED PROP OF ARAPAHOE CNTY	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. TRANS NO. DRN. | PM. LW | S. ASE APPD. Alex Scott Engelson SHEET 1 OF 1 SHEET	**HIGH LINE CANAL** LICENSE GRANTED TO CITY OF LITTLETON FOR A 36" HDPE STORM SEWER DATE: JULY 22, 2026	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org SCALE: AS SHOWN CAD 23268-2_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 01062023

AGREEMENT DATE:_____
(To be completed by Denver Water – Property Management)

HIGH LINE CANAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**") is made between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a body corporate and political subdivision of the State of Colorado ("**County**"), and the CITY OF LITTLETON, a home rule municipality of the State of Colorado ("**Licensee**"). The term "**Licensee**" includes employees, agents, and contractors of the Licensee. The parties to this Agreement may be referred to individually as "**Party**" and collectively as "**Parties**." The Parties agree as follows:

AGREEMENT

1. GRANT: The County, for itself and its successors and assigns, subject to the terms and conditions of this Agreement, authorizes the Licensee to construct, utilize, maintain, repair, and reinstall (collectively "**Work**") AN 24" HDPE STORM SEWER PARTCIALLY ENCASED IN AN 36" STEEL CASING **Installation**") within and across the County's High Line Canal property at the location described on the CAD drawing 23268-2 **Exhibit A** ("**Licensed Area**"). The Licensee shall maintain a copy of this Agreement on the job site during any Work authorized by this Agreement.

2. LICENSE FEE AND OTHER COSTS: The Licensee shall pay the following fees:

2.1. A one-time $2,000 license fee made payable to "Arapahoe County Open Spaces" for the rights granted by this Agreement, plus associated administrative and review fees.

2.2. Denver Water's then-current fee for its administrative work to create this Agreement.

3. PAST RIGHTS AND CONVEYANCES:

3.1. The rights and privileges granted in this Agreement are subject to all prior agreements, licenses, leases, grants, permits, rights-of-way, reservations, and conveyances, whether recorded or unrecorded, related to the Licensed Area. However, to the extent this Agreement conflicts with another agreement between the Parties concerning use and maintenance of the overall High Line Canal corridor within the Licensee's jurisdiction, this Agreement shall control.

3.2. The Licensee shall take extra care to familiarize itself with the limitations and reservations included in the Deed of Conservation Easement for the High Line Canal recorded against the property in the Clerk and Recorder's Office of Arapahoe County on June 12, 2024, at Reception Number E4036703.

4. COUNTY'S RETAINED INTERESTS:

4.1 The County reserves unto itself, its successors and assigns, the right to make full use of the Licensed Area as may be necessary or convenient in the County's operation and maintenance of the County's property and facilities. The County will make reasonable attempts not to damage the Installation(s); however, should damage occur, the County will not be responsible for any such damage; provided, however, that this limitation of liability shall not apply to damage directly resulting from the County's negligent acts or omissions or willful misconduct. The County shall

provide the Licensee with timely written notice and, at its sole cost and expense, repair and replace the damaged Installation(s) to a condition matching the preexisting condition immediately prior to such damage, within a reasonable time frame. Any financial obligation or liability of the County arising hereunder is expressly subject to annual appropriation of funds and the limitations of the Colorado Taxpayer's Bill of Rights (TABOR), Article X, Section 20 of the Colorado Constitution. The Licensee shall make all necessary accommodations for the County's vehicles and/or work that may be taking place at or around the Licensed Area.

4.2 In the event the Installation(s) interferes with the County's use, maintenance, or operation of the property, the County in its sole discretion may require the Licensee to relocate, rearrange, modify, or remove the Installation(s) at the Licensee's sole expense. The Licensee shall relocate, rearrange, or modify the Installation(s) within a timeframe and in compliance with the requirements that the County designates, or the Licensee may terminate this Agreement.

5. DENVER WATER'S RETAINED INTERESTS:

5.1 Denver Water has reserved an easement to make full use of the Licensed Area for the purposes of constructing, extending and adding to, maintaining, conducting, operating, and permitting other water providers' use of a water works system and plant and everything necessary, pertaining, or incidental thereto.

5.2 In the event the Installation(s) interferes with Denver Water's use, maintenance, or operation of its facilities, Denver Water, in its sole discretion, may require the Licensee to relocate, rearrange, modify, or remove the Installation(s) at the Licensee's sole expense. The Licensee shall relocate, rearrange, or modify the Installation(s) within a timeframe and in compliance with the requirements that Denver Water designates, or the Licensee may terminate this Agreement.

5.3 The Licensee, to the extent permitted by law, agrees to indemnify, hold harmless, and defend Denver Water against any liability, damages, costs, expenses, claims, injuries, and losses of whatever nature arising in any way out of this Agreement, including but not limited to any expenses incurred by Denver Water as a result of damages to Denver Water's property, to the extent caused by any negligent act or omission or willful misconduct of the Licensee or the Licensee's officers, subcontractors, agents, or employees.

6. PRE-WORK INSPECTION: The Licensee shall notify the County at least 15 days prior to the commencement of any Work so that the County may make any inspections of the Licensed Area the County deems necessary before such Work begins.

7. PRE-WORK NOTICE: The Licensee shall notify the County's Public Works and Development Department at 720-874-6500 and Denver Water's representative at 303-634-3402 during regular working hours at least 48 hours prior to commencing any Work within the Licensed Area so that the County and/or Denver Water may have an inspector present during such Work. In the event of an emergency, the Licensee shall notify the County's Public Works and Development Department at 720-874-6500.

8. PROOF OF LOCATES: Licensee shall obtain, or require its contractors and any subcontractors to obtain, proof of clear locates for all Work in connection with this Agreement in compliance with applicable law.

9. WORK PLANS AND SPECIFICATIONS: Any Work initiated under this Agreement shall be performed and completed at no expense to the County according to the plans and specifications approved by the County in writing and in compliance with all applicable County standards. The Licensee represents

and warrants that initial Installation(s) authorized by this Agreement shall be constructed in accordance with the plans and specifications identified as 16 W DRY CREEK APARTMENTS OFF-SITE STORM PLAN & PROFILE and dated 04/21/2026

9.1. Different Location. If any Installation(s) location is reasonably determined by the County to be materially different from the approximated location shown on any plans and specifications approved by the County, the County may require the Licensee to undertake corrective work at the Licensee's sole expense. If the County does not require corrective work, the County may notify the Licensee of such determination, and this Agreement shall be deemed amended, effective as of the date of the County's notice and without further action by the Parties.

9.2. Right to Inspect. The Licensee shall notify the County upon completion of any Work; upon receipt of such notice, the County may elect to inspect such Work and require the Licensee to undertake corrective work at the Licensee's sole expense if the Work fails to conform to the approved plans and specifications; the County's applicable standards; federal, state, or local laws; or any applicable industry standards.

10. RIGHT TO SUSPEND WORK: Notwithstanding any other provision in this Agreement, the County has the right to suspend the performance of any Work under this Agreement without any liability if the County, in its sole discretion, determines that the Licensee or any of its contractors or any subcontractors failed to comply with the terms of this Agreement. The County shall not be liable for any delays in the completion of the Work that result from the suspension under this paragraph.

11. OWNERSHIP; OPERATION & MAINTENANCE OF INSTALLATION: The Licensee shall own the Installation(s). Until this Agreement is terminated, the Licensee shall ensure that the Installation(s) is operated and maintained, at no expense to the County, in good repair, including but not limited to removing graffiti and paying for all utilities needed for the continuous operation of the Installation(s), and in full compliance with all federal, state, and local laws, permitting requirements, and applicable industry and County standards. If the Installation(s) includes any kind of underpass, bridge, or other infrastructure capable of providing shelter, and it becomes the location of any kind of human encampment, the Licensee shall be solely financially responsible for clearing the encampment and restoring the site to its preexisting condition within 30 days of notification by the County. The Licensee shall follow the underlying jurisdiction's policies on encampment cleanups.

12. COUNTY'S ACCESS: The Licensee shall conduct all Work in such a manner that the County shall have full and complete access to the Licensed Area at all times. The Licensee shall not obstruct any access roadways or ingress to or egress from such roadways.

~~13. CURB CUT AND TRANSITION DETAIL: The Licensee shall construct and maintain all~~ necessary, in the opinion of the County, curb cuts from the Installation(s) to any roadways and any access roads at no expense to the County. All such access roads and curb cuts shall be depicted on the plans and specifications provided to the County, shall be at locations approved in writing by the County, and shall comply with Denver Water's curb cut detail, a copy of which is attached as **Exhibit B**. The Licensee shall ~~not obstruct County roadways or ingress to or egress from such roadways.~~

14. DETOURS: The Licensee shall take whatever steps are necessary to route traffic during any Work and provide directions through the use of signs. Any of the County's roads or acceptable alternatives must be open and accessible to the County's personnel and equipment at all times.

15. TRENCHES AND EXCAVATIONS: All trenches, excavations, backfill and tamping shall be in accordance with the then-current applicable Denver Water Engineering Standards and Capital Project Construction Specifications and subject to approval by the County's representative.

~~16. UNDERGROUND LINES: Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Licensed Area. Facilities owned by the County or Denver Water must not be included in any concrete encasement.~~

17. MARKER POSTS: The Licensee shall place two permanent marker posts, one at each end of the Installation(s) and on its centerline, to the satisfaction of the County's representative. Each permanent marker post shall be filled with concrete and installed to allow a three-foot extension above the surface of the ground. The marker posts shall extend a minimum of two feet below the surface of the ground and be encased in concrete. Each marker post shall have the type, size, and depth of the Installation clearly marked with 1½-inch stenciling.

18. SERVICE LINES: All service lines within the Licensed Area shall be installed in a manner satisfactory to the County's representative.

~~19. OVERHEAD CLEARANCE: The Licensee shall maintain a minimum overhead clearance of 25 feet over the High Line Canal. No portion of the Installation(s) shall extend below the stringers of any bridge to which it is attached.~~

20. ENVIRONMENTAL: The Licensee shall comply with all applicable laws and ordinances and all rules, regulations, and requirements of any governmental authority controlling environmental standards and conditions of the Licensed Area. If, as a result of the Licensee's occupancy of the Licensed Area, any such law, ordinance, rule, or regulation is violated, the Licensee shall, to the extent permitted by law, protect, save harmless, defend, and indemnify the County from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by the County, caused by, resulting from, or connected with such violation or violations. In addition, but without limiting the foregoing, the Licensee shall comply with the following:

20.1. Hazardous Material. The Licensee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Licensed Area by the Licensee, its agents, employees, or contractors without the express written permission of the County.

20.2. Indemnification. To the extent permitted by law, if the Licensee breaches the obligations stated in the preceding subparagraph, or if the presence of the Hazardous Material on the Licensed Area caused or permitted by the Licensee results in contamination of the Licensed Area, or if contamination of the Licensed Area by the Hazardous Material otherwise occurs for which the Licensee is legally liable to the County, then the Licensee shall, indemnify, defend, and hold the County harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Licensed Area, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Licensed Area, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such contamination. This indemnification of the County by the Licensee, includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because the Hazardous Material is present in the

soil or groundwater on or under the Licensed Area.

20.3. Cleanup. If the presence of any Hazardous Material on the Licensed Area caused or permitted by the Licensee results in any contamination of the Licensed Area or other County property, the Licensee shall, at its sole expense and after obtaining the County's written approval, promptly take all actions that are necessary to clean the contamination and return the Licensed Area and other County property to the condition existing prior to the introduction of any such Hazardous Material to the Licensed Area. The cleanup of the contamination shall be in compliance with all applicable state and federal standards.

20.4. Definitions. The term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States. The term "Hazardous Material" includes without limitation any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601); or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

21. ENDANGERED SPECIES ACT: Certain County properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act ("**ESA**"). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

22. TREES: The Licensee shall provide means, acceptable to the County, to protect the existing trees above and below ground from any damage or disruption caused by any Work. If the Work requires clearance, trimming, or complete removal of trees located within Licensed Area, the Licensee must obtain prior written permission from the County. The Licensee will be responsible for all cleanup of any trimmings and the removal of logs, branches, limbs, and other debris. The Licensee shall coordinate with the County on a plan to replace any trees and other vegetation (including re-seeding) disturbed or removed due to any Work. Replacement of trees and re-seeding shall be in accordance with the then-current policies of the County and the High Line Canal Natural Resource Management Plan.

23. WATER FLOW AND DISCHARGE: The Licensee shall not interfere with the flow of water in the High Line Canal and shall assume all risks incident to the presence of water in the High Line Canal. The Licensee shall not discharge water into or upon any of the Licensed Area or surrounding County property. The Licensee shall provide for carriage of any water over or across the Licensed Area or County property in a manner satisfactory to the County's representative.

24. CANALS/DITCHES: Clean Water Act. The High Line Canal between Sand Creek and the most westerly unnamed drainage located in Section 34 constitutes jurisdictional "Waters of the United States," subject to the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*). The Licensee shall be responsible for complying with the federal Clean Water Act and obtaining any necessary permit(s) from the proper regulatory authority prior to conducting its activity. The Licensee shall supply the County with documentation providing that such authority has been obtained or that such permission is not required by the regulatory authority.

24.1. Recreation. The County has authorized certain recreational activities along and within the

High Line Canal property. In addition to all other notices required by this Agreement, at least 48 hours prior to the commencement of any Work within the Licensed Area, the Licensee shall notify

the Recreational Use Entity, South Suburban Parks and Recreation at 303-798-5131 and the High Line Canal Conservancy, Conservation Easement holder, at 720-767-2452. All paved trails and other recreational improvements within the Licensed Area shall be restored to their pre-existing condition to the satisfaction of the Recreational Use Entity. The Licensee shall comply with all the Recreational Use Entity's requirements to ensure the safety of the general public and to minimize interference with recreational use on the Licensed Area.

24.2. Irrigation. Denver Water uses the High Line Canal as an irrigation facility. Irrigation season is from April 1st until November 1st each year, and diverted water may be flowing in the High Line Canal during this time. Additionally, water may be flowing in the canal other times during the year. No Work may be undertaken during April 1st through November 1st unless special written authorization is obtained from Denver Water's Director of Source of Supply at 303-634-3515 or email ian.oliver@denverwater.org prior to the commencement of Work.

24.3. Cut-off Walls. The Licensee shall place reinforced concrete cut-off walls at locations determined by the County as shown on the plans and specifications identified in Paragraph 9 above. Each cut-off wall shall be constructed in accordance with Denver Water's then-current **Capital Projects Construction Standards 4th Edition**, as they may be updated and revised from time to time, and the excavation, forming, and steel placement of each cut-off wall shall be inspected and approved in writing by the County's representative prior to placement of concrete.

25. CLEANUP AND RESTORATION: The Licensee will use all reasonable means to prevent any loss or damage to the County or to others resulting from the construction, operation, maintenance, repair, modification, replacement, or removal of the Installation(s).

25.1. Within 21 days from the date of completion of any Work, the Licensee shall clear the Licensed Area and any other affected property of all construction debris, supplies, materials, and equipment, and shall restore the Licensed Area and any other affected property and any damaged roads and fencing to the condition in which they existed as of the Effective Date as nearly as may be possible to the satisfaction of the County's representative. Restoration and clearing of the surface shall include, but not be limited to, replacement of the topsoil in cultivated and agricultural areas, removal of any excess earth resulting from the Work, and/or reseeding described in the then-current Denver Water **Capital Projects Construction Standards Section 32 91 00 Planting Preparation and Section 32 92 00 Turf and Grasses**. Restoration of the roads shall include, but is not limited to, resurfacing.

25.2. If the Licensee does not restore and clear the Licensed Area and any other affected property to the satisfaction of the County and/or within the timeframes set forth for restoration in this Agreement, the County may complete the clearing and/or perform the restoration at the sole expense of the Licensee.

25.3. Any repair or replacement of any County facilities or property, other than roads and fencing, made necessary in the opinion of the County's representative because of any Work performed pursuant to this Agreement, shall be made by the County at the sole expense of the Licensee.

25.4. Licensee's obligations under paragraph 25 shall survive termination of this Agreement.

26. NO LIENS: The Licensee shall pay for all materials joined or affixed to the Licensed Area, shall pay in full all persons who perform labor upon the Licensed Area, and shall obtain and provide to the County lien releases for all such materials and labor. The Licensee shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Area for any Work done and materials furnished on the Licensed Area at the instance, request, or on behalf of the Licensee.

27. APPROVAL OF CONTRACTORS: Prior to commencing any Work under this Agreement, the Licensee shall submit to the County a list of all contractors and subcontractors that will be performing the Work in connection with this Agreement; no Work may commence until the County, in its sole and absolute discretion, has approved such contractors and subcontractors in writing. The Licensee understands and agrees that only those contractors and subcontractors whose operations are covered by the insurance required by this Agreement and that have been pre-approved by the County as required by this Agreement are authorized to work upon or about the Licensed Area. The Licensee shall require its agents, employees, and all approved contractors and subcontractors performing Work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement.

28. INSURANCE:

28.2. The Licensee shall purchase and maintain insurance of the kinds and in the minimum amounts specified below or shall self-insure in the same amounts, and, for all contractors, the Licensee shall require such contractors to maintain insurance for the performance of all Work under this Agreement in accordance with applicable state laws in the minimum amounts specified below:

28.2.1. Workers' Compensation and Employer's Liability: Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

28.2.2. Commercial General Liability: Maintain commercial general liability insurance covering all operations on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate with dedicated limits per project site (Licensee's Contractor Only)
- $2,000,000 products and completed operations aggregate (Licensee's Contractor Only)

Coverages:

- Contractual Liability
- Independent Contractors

Defense in addition to the limits of liabilit

- Severability of Interests Provision
- Products and completed operations coverage maintained for at least two years after completion of the project, for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado, its officers, its agents, and its employees acting in the scope of their employment

28.2.3. Automobile Liability: Maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with this Agreement:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado, its officers, its agents, and its employees acting in the scope of their employment

28.3. The Licensee holds insurance under CIRSA, which holds a certificate of authority from the Commissioner of Insurance. The above-mentioned coverages shall be procured and maintained by the Licensee's Contractor(s) with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Licensee.

28.4. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Licensee shall be solely responsible for any deductible losses under any policy required above.

28.5. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination, or non-renewal of the policies.

28.6. The Licensee shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

28.7. Failure on the part of the Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

29. INSURANCE CERTIFICATES:

29.1. At the time of executing this Agreement, the Licensee shall deliver to the County (i) a letter of self-insurance with respect to the Licensee and, (ii) with respect to the Licensee's contractors, Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

29.2. These certificates and letter of self-insurance will serve as an indication to the County that the Licensee has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted.

29.3. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of Work under this Agreement. The certificates shall identify this Agreement where applicable.

30. INDEMNIFICATION: To the extent permitted by law, the Licensee shall be responsible for any liability, loss, damage, or expense (including court costs and attorney fees) of every kind and nature arising out of any breach by the Licensee, its officers, agents, or employees (or Licensee's contractors or subcontractors and any of their officers, agents, or employees) of any of Licensee's obligations set forth in this Agreement, except to the extent caused by the negligent act or omission or willful misconduct of the County or County's officers, subcontractors, agents, or employees. The Licensee shall also contractually require all contractors and/or subcontractors performing Work pursuant to this Agreement to defend, indemnify, and hold harmless the County, its officers, members, managers, agents, and employees against any liability, loss, damage, injury, death, demand, claim, action, cause of action, or expense of whatever nature, kind, or description (including but not limited to court costs, attorneys' fees, and expenses incurred by the County as a result of damages to the County's property or facilities), directly or indirectly arising out of, resulting from, or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement, occupation and use of the Licensed Area by such contractors and/or subcontractors, any act or omission of such contractors and/or subcontractors, as well as each of their officers, directors, members, managers, and employees. The Licensee's and Licensee's contractors' obligations under this paragraph shall survive termination of this Agreement.

31. RISK OF LOSS: All personal property, including, but not limited to, fixtures, equipment, vehicles, supplies, and related materials, upon the Licensed Area will be at the risk of the Licensee only, and the County shall not be liable for any damage to or theft or vandalism of such personal property.

32. NO ASSIGNMENT; NO RECORDING: The Licensee agrees and understands that privileges granted by this Agreement are personal to the Licensee, that this Agreement does not grant the Licensee any property interest in the Licensed Area, and that this Agreement shall not inure to or for the benefit of the Licensee's successors or assigns. The Licensee shall not assign this Agreement and shall not record this Agreement.

33. ABANDONMENT: If the Licensee does not use the right granted in this Agreement or its Installation(s) for a period of one year, the County may, at its election, consider the rights granted under this Agreement abandoned and terminate this Agreement by giving the Licensee 30 days' written notice.

34. TERMINATION:

34.1. The County may terminate this Agreement for any reason and at any time by giving the Licensee 30 days' written notice.

In the event of the Licensee's violation of any of the terms of this Agreement, the County may elect to terminate this Agreement or may allow the Licensee a time to correct such violation. If the violation is not cured to the satisfaction of the County within 30 days after receipt of the written notice of such violation from the County, or such longer period as the County may permit in writing, the County may elect to cure the violation at the Licensee's sole expense, without prejudice to the County's right to terminate this Agreement

34.2. Upon termination of this Agreement for any reason, the Licensee shall have 60 days to

remove its Installation(s) from the Licensed Area and restore the Licensed Area and any other affected property to the condition in which it existed as of the Effective Date. In the event the Licensee does not remove its Installation(s) within the time allowed under this paragraph and/or does not comply with the restoration obligations stated in this paragraph, the County, without incurring liability, may remove the Installation(s) and/or restore the affected property at the Licensee's sole expense.

34.3. The Licensee's obligations under this paragraph shall survive termination of this Agreement.

35. REIMBURSEMENT TERMS: All the County's invoices are due 30 days after the date of invoice. If the Licensee fails to reimburse the County within 30 days, the Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus 2.5 percent, or (ii) the maximum rate permitted by law. The Licensee's obligations under this paragraph shall survive termination of this Agreement.

36. NOTICES: Except as otherwise expressly provided in this Agreement, the Parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other Party or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows.

If to the County:
Arapahoe County Open Spaces
6934 S. Lima Street, Suite A
Centennial, CO 80112

with a copy to:
Arapahoe County Attorney's Office
5334 S. Prince Street
Littleton, CO 80120

If to Licensee:
City of Littleton
Attn: City Manager
2255 West Berry Ave
Littleton, CO 80120

If to Denver Water:
City and County of Denver, acting by and
through its Board of Water Commissioners
Attention: Director of Engineering-Property
1600 W. 12th Avenue
Denver, CO 80204

37. GENERAL PROVISIONS:

37.1. Construction. This Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties.

37.2. Venue and Governing Law. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of Arapahoe County, State of Colorado. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to its conflict of laws principles.No Attorneys' Fees and Costs. In the event there is any litigation, mediation, arbitration, or other dispute-resolution proceedings arising out of or related to this Agreement, each Party shall pay for its own attorney(s)' and other professional(s)' fees, costs, and expenses.

37.3. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

37.4. No Waiver. The failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the Agreement's provisions, and, notwithstanding such failure, no Party shall be thereby released from any obligations under the Agreement.

37.5. Non-Business Days. Except as otherwise specifically provided, all periods of time set forth in this Agreement shall be calendar days, not business days. If any date for any obligation under this Agreement falls on a Saturday, Sunday, or a "legal holiday" as such term is defined in Colorado Rule of Civil Procedure 6, then the relevant date shall be extended automatically until the next business day.

37.6. Headings. The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content of the respective paragraph, and shall not be considered part of this Agreement or affect its interpretation.

37.7. Colorado Governmental Immunity Act. The Parties understand and agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as it may be amended from time to time.

37.8. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Licensee and replaces all prior written or oral agreements and understandings. The terms of this Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing signed by all Parties.

37.9. Counterparts and Originals. A copy of the Agreement may be executed by each Party separately, and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

37.10. Representation of Authority of Signatories. Each individual executing this Agreement on behalf of the Licensee represents and warrants that the execution and delivery of this Agreement and all related documents have been duly authorized by the Licensee for which the individual is signing, and that the individual has the legal capacity to execute and deliver this Agreement and thereby bind the Licensee.

37.11. Effective Date. This Agreement shall become effective on the date it is signed by the County's Open Spaces Director.

~~38. SPECIAL PROVISIONS: This Agreement is also subject to the following provisions. To the extent that any such provisions listed below are in conflict with any other provisions of this Agreement, the provisions below shall control and supersede them.~~

SIGNATURES FOLLOW ON THE NEXT PAGE

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF ARAPAHOE

By:_____
Margina Pingenot, Open Spaces Director,
on behalf of the Board of County Commissioners
pursuant to Resolution No. 26-056

Date:_____

LICENSEE: CITY OF LITTLETON, a home rule municipality of the State of Colorado

By: _____
Kyle Schlachter, Mayor

ATTEST:

By: _____
Colleen Norton, City Clerk

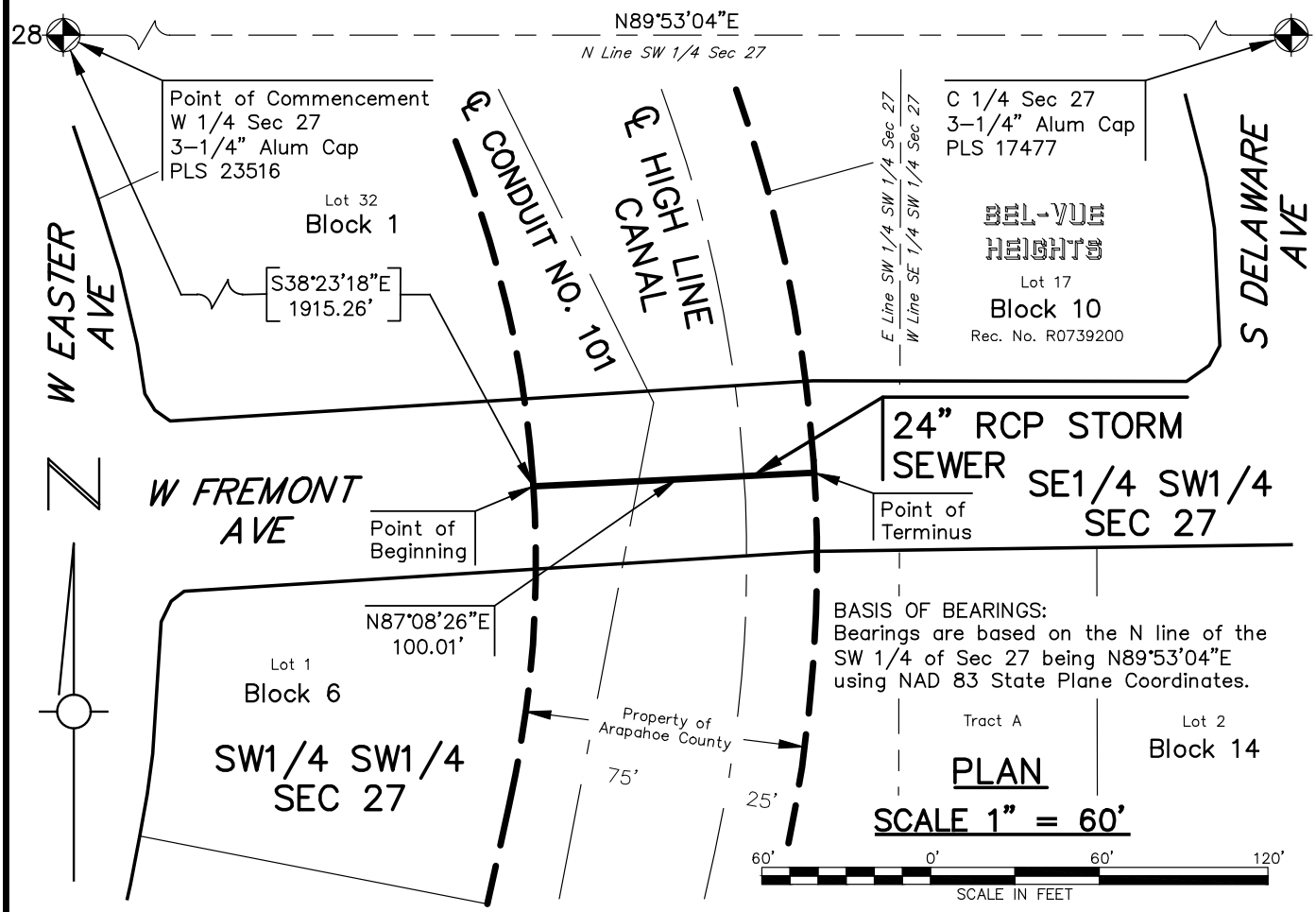
APPROVED AS TO FORM FOR LITTLETON:

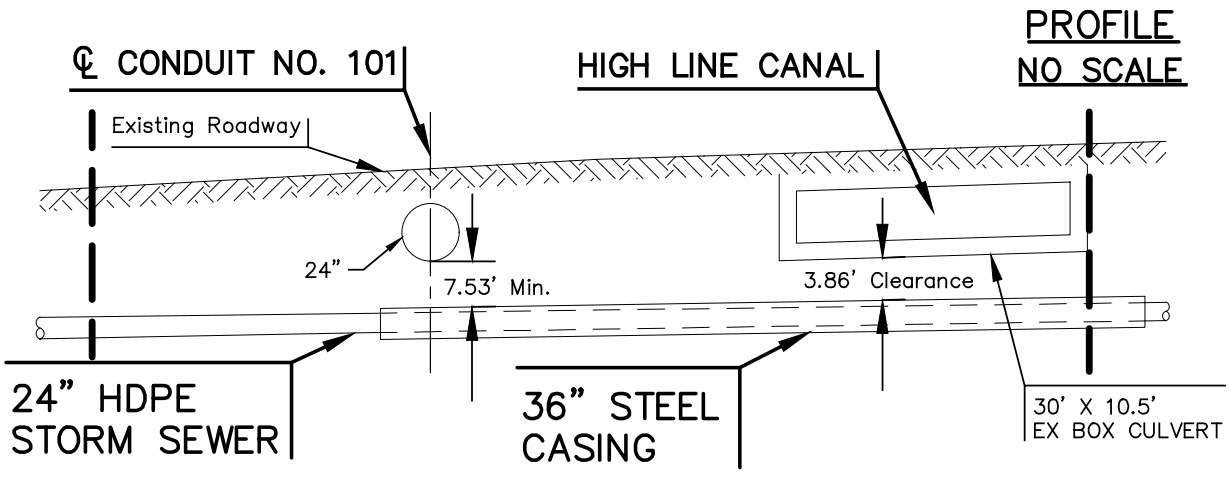
By: _____
Reid Betzing, City Attorney

EXHIBIT A

EXHIBIT "A"

SW 1/4 SECTION 27, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM
---- ARAPAHOE COUNTY ----





Parcel Map Not P.L.S. Stamped or Certified

LEGEND LICENSE GRANTED PROP OF ARAPAHOE CNTY	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. TRANS NO. DRN. | PM. LW | S. ASE APPD. Alex Scott Engelson SHEET 1 OF 1 SHEET	**HIGH LINE CANAL** LICENSE GRANTED TO CITY OF LITTLETON FOR A 36" HDPE STORM SEWER DATE: JULY 22, 2026	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org SCALE: AS SHOWN CAD 23268-2_PMGT

Staff Communication

File #: Resolution 59-2026, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Resolution 59-2026: Approving a License Agreement with the City and County of Denver, acting by and through its Board of Water Commissioners, to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities
	Sarah White, Water Resources Manager
Presentations:	N/A

PURPOSE:
Approval of a License Agreement between the City of Littleton and Denver Water to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way ("ROW") that cross the High Line Canal ROW on behalf of the development at 16 W Dry Creek.

LONG-TERM OUTCOME(S) SERVED:
Safe Community; High-Quality Governance

DISCUSSION:
The City of Littleton has recently approved the 173 multi-family unit development at 16 West Dry Creek Circle, via Master Development Plan MDP24-0001 and Site Improvement Plan SIP25-0002 (the "Development"). In conformance with city drainage requirements, the Development is required to construct onsite detention and water quality facilities, these stormwater facilities are then connected to the nearest public stormwater collection system. The Development is proposing to construct a stormwater facility that will convey flows in a 24" storm sewer within West Fremont Avenue ROW to its ultimate outfall into Lee Gulch. A portion of West Fremont Avenue spans the irrigation ditch known as High Line Canal.

For any infrastructure constructed, operated, or maintained within the High Line Canal, a License Agreement must be executed between the High Line Canal owner and the respective jurisdiction(s) or organization(s) that are responsible for the infrastructure. In Littleton, the High Line Canal is owned by the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), with exception of the current in-process transfer of ownership of portions of the High Line Canal to Arapahoe County (County). With this recent transfer of the High Line Canal ownership to the County, existing or new improvements within the High Line Canal within Arapahoe County will need to be captured going forward through agreements with the County in addition to Denver Water, who retains certain ownership rights.

The Development will be installing a new 24" storm sewer within the West Fremont Avenue ROW which will ultimately be owned and maintained by the City of Littleton after final acceptance. The License Agreement will

therefore be issued to the City of Littleton.

BACKGROUND:
In order for infrastructure to be constructed within the High Line Canal ROW, a License Agreement is required to be executed between the High Line Canal owner and the respective jurisdiction(s). The license agreement will allow for the construction, utilization, maintenance, repair and reinstallation of the proposed storm sewer. The City of Littleton intends to accept the public storm sewer being constructed by the development located at 16 W Dry Creek Circle.

The cost of the license agreement with Denver Water is $3,435.00 and has already been paid by the development located at 16 West Dry Creek Circle.

Prior Actions or Discussions
November 11, 2024: Littleton Planning Commission approved Master Development Plan, MDP24-0001.

February 12, 2026: Site Development Plan, SIP25-0002, was recorded.

FISCAL IMPACTS:
There are no additional fees to be collected for the license agreement with Denver Water.

STAFF RECOMMENDATION:
Staff recommends approval of the License Agreement.

ALTERNATIVES:
If the license agreement is not approved, the project located at 16 W Dry Creek will not be able to connect the onsite storm sewer to the public system.

PROPOSED MOTION:
I move to approve Resolution 59-2026, approving a License Agreement with the City and County of Denver, acting by and through its Board of Water Commissioners, to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way.

CITY OF LITTLETON, COLORADO

Resolution No. 59

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING A LICENSE AGREEMENT WITH THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, TO CONSTRUCT, UTILIZE, MAINTAIN, REPAIR AND REINSTALL STORM SEWER WITHIN THE WEST FREEMONT AVENUE RIGHTS-OF-WAY THAT CROSS THE HIGH LINE CANAL RIGHTS-OF-WAY

WHEREAS the council, by resolution, may enter into contracts with other governmental bodies to furnish or receive government services, to make or pay charges for such services, or enter into cooperative or other joint activities with other governmental bodies; and

WHEREAS the development known as 16 W Dry Creek ("Development") is a new multifamily community approved with land use cases MDP24-0001 and SIP25-0002; and

WHEREAS Development will need to construct a 24" storm sewer within the West Fremont Avenue Rights-of-Way ("ROW") to convey drainage from the proposed stormwater facility; and

WHEREAS the City and County of Denver, acting by and through its Board of Water Commissioners, have ownership interest in the property known as the High Line Canal; and

WHEREAS Development must cross High Line Canal ROW in order to discharge storm runoff into the most adjacent drainageway, Lee Gulch; and

WHEREAS the City of Littleton will own and maintain the Development's constructed storm sewer within West Fremont Avenue ROW upon final acceptance; and

WHEREAS the City of Littleton desires to enter into a license agreement with the City and County of Denver, acting by and through its Board of Water Commissioners, to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue ROW that cross the High Line Canal ROW as further set forth in Exhibit "A"; and

WHEREAS the license agreement fee plus any associated administrative and review fess will be fully paid by Development owner;

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

The license agreement between the City of Littleton and the City and County of Denver, acting by and through its Board of Water Commissioners, to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way in substantially the same form as Exhibit "A", is approved and the Mayor is hereby authorized to execute the license agreement.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 1st day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

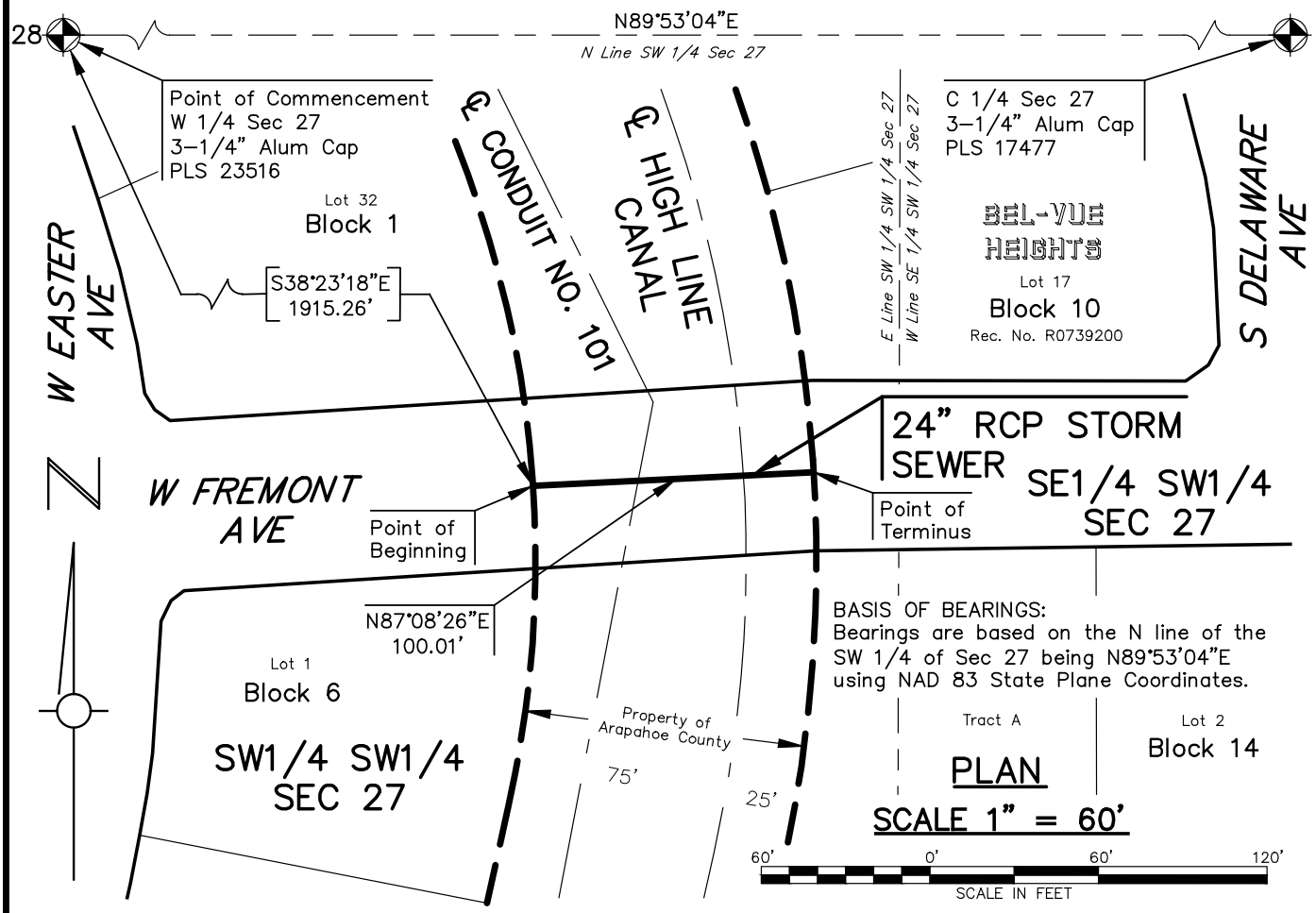
_____
Kyle Schlachter
MAYOR

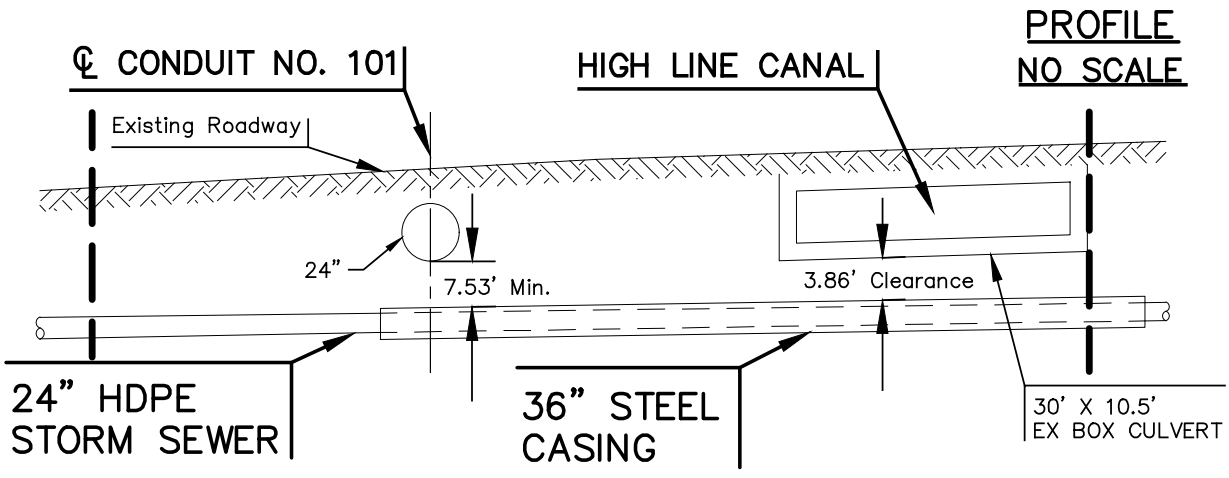
APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

EXHIBIT "A"

SW 1/4 SECTION 27, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM
---- ARAPAHOE COUNTY ----





Parcel Map Not P.L.S. Stamped or Certified

LEGEND LICENSE GRANTED PROP OF ARAPAHOE CNTY	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. TRANS NO. DRN. | PM. LW | S. ASE APPD. Alex Scott Engelson SHEET 1 OF 1 SHEET	**HIGH LINE CANAL** LICENSE GRANTED TO CITY OF LITTLETON FOR A 36" HDPE STORM SEWER DATE: JULY 22, 2026	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org SCALE: AS SHOWN CAD 23268-2_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 01062023

AGREEMENT DATE:_____
(To be completed by Denver Water – Property Management)

LICENSE AGREEMENT

Contract Control No. 506676

THIS LICENSE AGREEMENT ("**Agreement**") is made between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a municipal corporation of the State of Colorado, ("**Board**") and the CITY OF LITTLETON, a home rule municipality of the State of Colorado ("**Licensee**"). The term "**Licensee**" includes employees, agents, and contractors of the Licensee. Each party to this Agreement may be referred to individually as "**Party**," and collectively as "**Parties**." The Parties agree as follows:

AGREEMENT

1. GRANT: The Board, for itself and its successors and assigns, subject to the covenants hereinafter set forth, does hereby authorize the Licensee to construct, utilize, maintain, repair, and reinstall (collectively "**Work**") ONE (1) 24-INCH HDPE STORM SEWER PIPE IN 36" STEEL CASING ("**Installation**") within and across the Board's Easements reserved for water works purposes in the Deed of Conservation Easement for the High Line Canal recorded at Arapahoe County Clerk and Recorder's Office at Reception No. E4036703 and the Quit Claim Deed recorded at Arapahoe County Clerk and Recorder's Office at Reception Nos E4036709, the location of which is described on the Board's CAD drawing 22985-3 included in the attached and incorporated **Exhibit A** ("**Licensed Area**"). The Licensee shall maintain a copy of this Agreement on the job site during any Work authorized by this Agreement.

2. LICENSE FEE AND OTHER COSTS: The Licensee shall pay the Board a license fee specified by the Board for the rights granted by this Agreement ("**License Fee**"). The License Fee includes eight hours of inspection time by the Board. The Licensee shall be responsible and shall reimburse Denver Water for any additional inspection time and any other costs and expenses incurred by Denver Water in connection with the License.

3. PAST RIGHTS AND CONVEYANCES: The rights and privileges granted in this Agreement are subject to all prior agreements, licenses, leases, grants, permits, rights-of-way, reservations, and conveyances, whether recorded or unrecorded, related to the Licensed Area.

4. BOARD'S RETAINED INTERESTS: The Board reserves unto itself, its successors and assigns, the right to make full use of the Licensed Area as may be necessary or convenient in the operation, maintenance, installation, repair, removal, replacement, or relocation of any of its "**Facilities**," which term shall include, but not be limited to, water works plants and systems, utilities, and water and other pipes under the control of the Board and all of their underground and surface appurtenances. By way of example and not by way of limitation, the intent is to include (i) mains and conduits within the term "**pipeline(s)**," and (ii) valves, vaults, manholes, electric or other related control systems, underground cables, wires, connections, ventilators, and the like within the term "**appurtenance(s)**."

The Board retains all right to operate, maintain, repair, remove, relocate, or install any of its Facilities within the Licensed Area at any time and in such a manner as it deems necessary or convenient. The Board will make reasonable attempts not to damage the Installation(s); however, should damage occur, the Board will not be responsible for any such damage.

In the event the Installation(s) interferes with the Board's use, maintenance, or operation of its Facilities, the Board it its sole discretion may require the Licensee to relocate, rearrange, modify, or remove the

Installation(s) at Licensee's sole expense. Licensee shall relocate, rearrange, or modify the Installation(s) within a timeframe and in compliance with the requirements that the Board designates, or Licensee may terminate this Agreement.

Nothing in this Agreement shall imply that any ownership interest of the Licensed Area is being conveyed to the Licensee.

5. PRE-WORK INSPECTION: Licensee shall notify the Board at least fifteen (15) days prior to the commencement of any construction work so that the Board may make any inspections of the Licensed Area the Board deems necessary before such work begins.

6. PRE-WORK NOTICE: Licensee shall notify the Board's Water Distribution Supervisor during regular working hours at 303-628-6878 or 303-517-4664 at least forty-eight (48) hours prior to commencing any construction work within the Licensed Area so that the Board may have an inspector present during such work. In the event of an emergency, the Licensee shall notify the Board at 303-628-6801 (Dispatch).

7. PROOF OF LOCATES: Licensee shall obtain, or require its contractors and any subcontractors to obtain, proof of clear locates for all work in connection with this Agreement in compliance with applicable law.

8. WORK PLANS AND SPECIFICATIONS: Any Work initiated under this Agreement shall be performed and completed at no expense to the Board according to the plans and specifications approved by the Board in writing and in compliance with all applicable Board standards. The Licensee represents and warrants that initial Installation(s) authorized by this Agreement shall be constructed in accordance with the plans and specifications identified as Denver Water Plan# 22985 16 W Dry Creek Apartments Off Site Storm Plan and Profile and dated 6/11/2026.

8.1. Different Location. If any Installation(s) location is reasonably determined by the Board to be materially different from the approximated location shown on any plans and specifications approved by the Board, the Board may require Licensee to undertake corrective work at Licensee's sole expense. If the Board does not require corrective work, the Board may notify the Licensee of such determination, and this Agreement shall be deemed amended, effective as of the date of the Board's notice and without further action by the Parties.

8.2. Right to Inspect. The Licensee shall notify the Board upon completion of any construction work; upon receipt of such notice, the Board may elect to inspect such work and require Licensee to undertake corrective work at Licensee's sole expense if the work fails to conform to the approved plans and specifications, Board's applicable standards, federal, state or local laws, or any applicable industry standards.

9. RIGHT TO SUSPEND WORK: Notwithstanding any other provision in this Agreement, the Board has the right to suspend the performance of any Work under this Agreement without any liability if the Board, in its sole discretion, determines that the Licensee or any of its contractors or any subcontractors failed to comply with the terms of this Agreement. The Board shall not be liable for any delays in the completion of the work that result from the suspension under this paragraph.

10. OWNERSHIP; OPERATION & MAINTENANCE OF INSTALLATION: Licensee shall own the Installation(s) and shall ensure that the same is operated and maintained, at no expense to the Board, in

good repair and in full compliance with all federal, state, and local laws, permitting requirements, and applicable industry and Board standards until this Agreement is terminated.

11. BOARD'S ACCESS: The Licensee shall conduct all Work in such a manner that the Board shall have full and complete access to the Licensed Area at all times. The Licensee shall not obstruct any access roadways or ingress to or egress from such roadways.

12. CURB CUT AND TRANSITION DETAIL: Licensee shall construct and maintain all necessary, in the opinion of the Board, curb cuts from the Installation(s) to any roadways and any access roads at no expense to the Board. All such access roads and curb cuts shall be depicted on the plans and specifications provided to the Board, shall be at locations approved in writing by the Board, and shall comply with the Board's curb cut detail, a copy of which is attached as **Exhibit B**. The Licensee shall not obstruct Board roadways or ingress to or egress from such roadways.

13. DETOURS: Licensee shall take whatever steps are necessary to route traffic during any Work and provide directions through the use of signs. Any of the Board's roads or acceptable alternatives must be open and accessible to the Board's personnel and equipment at all times.

14. TRENCHES AND EXCAVATIONS: All trenches, excavations, backfill and tamping shall be in accordance with the then-current applicable Board's Engineering Standards and Capital Project Construction Specifications and subject to approval by the Board's representative.

~~15. UNDERGROUND LINES: Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Licensed Area. The Facilities must not be included in any concrete encasement.~~

~~16. MARKER POSTS: The Licensee shall place two permanent marker posts, one at each end of the Installation(s) and on its centerline, to the satisfaction of the Board's representative. Each permanent marker post shall be filled with concrete and installed to allow a three-foot extension above the surface of the ground. The marker posts shall extend a minimum of two feet below the surface of the ground and be encased in concrete. Each marker post shall have the type, size, and depth of the Installation clearly marked with 1½ inch stenciling.~~

17. SERVICE LINES: All service lines within the Licensed Area shall be installed in a manner satisfactory to the Board's representative.

~~18. OVERHEAD CLEARANCE: Licensee shall maintain a minimum overhead clearance of 25 feet over the Board's Easement. No portion of the Installation(s) shall extend below the stringers of any bridge to which it is attached.~~

19. ENVIRONMENTAL: Licensee shall comply with all applicable laws and ordinances and all rules, regulations, and requirements of any governmental authority controlling environmental standards and conditions of the Licensed Area. If, as a result of Licensee's occupancy of the Licensed Area, any such law, ordinance, rule or regulation is violated, the Licensee shall, if and to the extent permitted by law, protect, save harmless, defend, and indemnify the Board from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by the Board, caused by, resulting from or connected with such violation or violations. In addition, but without limiting the foregoing, the Licensee shall comply with the following:

19.1. Hazardous Material. Licensee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Licensed Area by the Licensee, its agents, employees, or contractors without the express written permission of the Board.

19.2. Indemnification. If the Licensee breaches the obligations stated in the preceding subparagraph, or if the presence of the Hazardous Material on the Licensed Area caused or permitted by the Licensee results in contamination of the Licensed Area, or if contamination of the Licensed Area by the Hazardous Material otherwise occurs for which the Licensee is legally liable to the Board, then the Licensee shall, if and to the extent permitted by law, indemnify, defend and hold the Board harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Licensed Area, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Licensed Area, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such contamination. This indemnification of the Board by the Licensee, if and to the extent permitted by law, includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because the Hazardous Material is present in the soil or ground water on or under the Licensed Area.

19.3. Cleanup. If the presence of any Hazardous Material on the Licensed Area caused or permitted by the Licensee results in any contamination of the Licensed Area, the Licensee shall, at its sole expense and after obtaining the Board's written approval, promptly take all actions that are necessary to clean the contamination and return the Licensed Area to the condition existing prior to the introduction of any such Hazardous Material to the Licensed Area. The clean-up of the contamination shall be in compliance with all applicable state and federal standards.

19.4. Definitions. The term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States. The term "Hazardous Material" includes without limitation any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601); or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

20. ENDANGERED SPECIES ACT: Certain Board properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act ("**ESA**"). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

21. TREES: The Licensee shall provide means, acceptable to the Board, to protect the existing trees from any damage or disruption caused by any Work. If the Work requires clearance, trimming, or complete removal of trees located within Licensed Area, Licensee must obtain prior written permission from the Board's Manager of Recreation. Licensee will be responsible for all cleanup of any trimmings and the removal of logs, branches, limbs, and other debris. Licensee shall replace any trees and other vegetation

(including re-seeding) removed or damaged due to any Work in accordance with the Board's tree replacement standard described in the attached and incorporated **Exhibit C**.

22. WATER FLOW AND DISCHARGE: The Licensee shall not interfere with the flow of water in the Board's Facilities and shall assume all risks incident to the presence of water in the Facilities. The Licensee shall not discharge water into or upon any of the Licensed Area or Facility. The Licensee shall provide for carriage of any water over or across the Licensed Area or Facility in a manner satisfactory to the Board's representative.

23. CANALS/DITCHES:

23.1. Clean Water Act. The High Line Canal between Sand Creek and the most westerly unnamed drainage located in Section 34 constitutes jurisdictional "Waters of the United States," subject to the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*). Licensee shall be responsible for complying with the federal Clean Water Act and obtaining any necessary permit(s) from the proper regulatory authority prior to conducting its activity. Licensee shall supply the Board with documentation providing that such authority has been obtained or that such permission is not required by the regulatory authority.

23.2. Recreation. The Board has authorized certain recreational activities along and within the High Line Canal property. In addition to all other notices required by this Agreement, at least forty eight (48) hours prior to the commencement of any Work within the Licensed Area, the Licensee shall notify the South Suburban Parks and Rec District, at 303-953-7629; and the High Line Canal Conservancy at 720-767-2452. All paved trails and other recreational improvements within the Licensed Area shall be restored to their pre-existing condition to the satisfaction of the Recreational Use Entity. Licensee shall comply with all said Entity's requirements that said Entity deems necessary to ensure the safety of the general public and to minimize interference with recreational use on the Licensed Area.

23.3. Irrigation. The irrigation season is from April 1st until November 1st each year and diverted water may be flowing in the High Line Canal during this time. Additionally, water may be flowing in the Canal other times during the year. No Work may be undertaken during April 1st through November 1st unless special authorization is obtained from the Board's Director of Operations and Maintenance prior to the commencement of said construction.

23.4. Cut-off Walls. Licensee shall place reinforced concrete cut-off walls at locations determined by the Board as shown on the plans and specifications identified in Paragraph 8 above. Each cut-off wall shall be constructed in accordance with the Board's then-current **Capital Projects Construction Standards 4th Edition dated July 2021 CPCS Detail Number 33214/Ditch or Canal Crossing**, as they may be updated and revised from time to time, and the excavation, forming, and steel placement of each cut-off wall shall be inspected and approved in writing by the Board's representative prior to placement of concrete.

24. CLEANUP AND RESTORATION: The Licensee will use all reasonable means to prevent any loss or damage to the Board or to others resulting from the construction, operation, maintenance, repair, modification, replacement, or removal of the Installation(s).

24.1. Within twenty (21) days from the date of completion of any Work, the Licensee shall clear the Licensed Area and any other affected property of all construction debris and shall restore the Licensed Area and any other affected property and any damaged roads and fencing to the condition in which they existed as of the Effective Date as nearly as may be possible to the satisfaction of the Board's representative. Restoration and clearing of the surface shall include, but not be limited to, replacement of the topsoil in cultivated and agricultural areas, removal of any excess earth resulting from the Work, and/or reseeding described in the then current **Capital Projects Construction Standards Section 32 91 00 Planting Preparation and Section 32 92 00 Turf and Grasses**. Restoration of the roads shall include, but is not limited to, resurfacing.

24.2. If the Licensee does not restore and clear the Licensed Area and any other affected property to the satisfaction of the Board and/or within the timeframe set forth in subparagraph 24.1, the Board may complete the clearing and/or perform the restoration at the sole expense of the Licensee.

24.3. Any repair or replacement of any of the Facilities, other than roads and fencing, made necessary in the opinion of the Board's representative because of any Work performed pursuant to this Agreement, shall be made by the Board at the sole expense of the Licensee.

24.4. Licensee's obligations under paragraph 24 shall survive termination of this Agreement.

25. NO LIENS: The Licensee shall pay for all materials joined or affixed to the Licensed Area, shall pay in full all persons who perform labor upon the Licensed Area, and shall obtain and provide to the Board lien releases for all such materials and labor. The Licensee shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Area for any Work done and materials furnished on the Licensed Area at the instance, request, or on behalf of Licensee.

26. INSURANCE: The Licensee shall maintain or shall contractually require all contractors and subcontractors performing work within the Licensed Area to maintain the following insurance covering all operations, goods, and/or services related to, and/or work performed pursuant to, this Agreement, in full force and effect for the duration of any work related to this Agreement. The Licensee's obligations under this paragraph shall survive termination of this Agreement.

26.1. Commercial General Liability Insurance. This insurance shall contain liability assumed under an "insured contract" with a combined single limit of a minimum of $2,000,000 per each occurrence and an aggregate limit of at least $5,000,000. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not be limited to, bodily injury and property damage, personal injury, and products and completed operations hazards.

26.2. Business Automobile Liability Insurance. Automobile liability insurance as required by Colorado law.

26.3. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation and Employers' Liability Insurance covering all employees, wherever they may be in the United States of America, so long as they are engaged in the work covered by this Agreement. Each policy or policies shall cover the entire liability of each insured as determined by the Workers' Compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain the same, a waiver of insurer's right of subrogation against the Board for payments made to or on behalf of employees of each insured. Employer's Liability Insurance shall provide Part B

coverage with limits of not less than $500,000 per each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

~~26.4. Contractors Pollution Liability Insurance. This insurance shall include contractual liability and provide third party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than $5,000,000 per occurrence and aggregate.~~

26.5. Additional Insured. All liability insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners as an Additional Insured evidenced by a copy of the Additional Insured Endorsement, attached to the Certificate of Insurance on such insurance policies.

26.6. Certificate of Insurance. Upon request by the Board, Licensee shall furnish to the Board, as evidence of the insurance coverage required by this License, a certificate of insurance satisfactory to the Board, showing that insurance, in the above-stated kinds and minimum amounts, has been secured and maintained. Failure to provide proof of insurance, as required, may result in License cancellation.

26.7. Primary Coverage. Contractor's General Liability and Automobile Liability insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the Board. The General Liability and Automobile Liability insurance or self-insurance of the Board shall be in excess of any insurance provided under this Agreement.

26.8. Waiver of Subrogation. Licensee waives all rights of subrogation against the Board for the recovery of damages to the extent such damages are or would be covered by the General Liability and Automobile Liability insurance specified herein.

27. APPROVAL OF CONTRACTORS: Prior to commencing any work under this Agreement, the Licensee shall submit to the Board a list of all contractors and subcontractors that will be performing the work in connection with this Agreement; no work may commence until the Board, in its sole and absolute discretion, has approved such contractors and subcontractors in writing. The Licensee understands and agrees that only those contractors and subcontractors whose operations are covered by the insurance required by this Agreement and that have been pre-approved by the Board as required by this Agreement are authorized to work upon or about the Licensed Area. Licensee shall require its agents, employees, and all approved contractors and subcontractors performing work pursuant to this Agreement to comply with each of the terms and conditions thereof.

28. INDEMNIFICATION: The Licensee shall be responsible for its own errors, acts, omissions, and negligence in connection with this Agreement. The Licensee shall also contractually require all contractors and/or subcontractors performing work pursuant to this Agreement to defend, indemnify, and hold harmless the Board, its officers, members, managers, agents, and employees against any liability, loss, damage, injury, death, demand, claim, action, cause of action, or expense of whatever nature, kind, or description (including court costs and attorneys' fees), directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement (including, but not limited to, Licensee's obligations in Paragraph 19 of this Agreement), any rights or interests granted pursuant to this Agreement, occupation and use of the Licensed Area by the Licensee and such contractors and/or subcontractors, any act or omission of the

Licensee and such contractors and/or subcontractors, as well as each of their officers, directors, members, managers, and employees. Licensee's obligations under this paragraph shall survive termination of this Agreement.

29. RISK OF LOSS: All personal property, including, but not limited to, fixtures, equipment, or related materials upon the premises will be at the risk of Licensee only, and the Board shall not be liable for any damage thereto or theft thereof.

30. NO ASSIGNMENT; NO RECORDING: The Licensee agrees and understands that privileges granted by this Agreement are personal to the Licensee, that this Agreement does not grant Licensee any property interest in the Licensed Area, and that this Agreement shall not inure to or for the benefit of the Licensee's successors or assigns. The Licensee shall not assign this Agreement and shall not record this Agreement.

31. ABANDONMENT: If the Licensee does not use the right herein granted or its Installation for a period of one (1) year, the Board may, at its election, consider the rights granted hereunder abandoned and terminate this Agreement by giving the Licensee thirty (30) days' written notice.

32. TERMINATION:

32.1. The Board may terminate this Agreement for any reason and at any time by giving the Licensee thirty (30) days' written notice.

32.2. In the event of the Licensee's violation of any of the terms of this Agreement, the Board may elect to terminate this Agreement or may allow the Licensee a time to correct such violation. If the violation is not cured to the satisfaction of the Board within thirty (30) days after receipt of the written notice of such violation from the Board, or such longer period as the Board may permit in writing, the Board, may elect to cure the violation at Licensee's sole expense, without prejudice to the Board's right to terminate this Agreement.

32.3. Upon termination of this Agreement for any reason, the Licensee shall have sixty (60) days to remove its Installation(s) from the Licensed Area and restore the Licensed Area and any other affected property to the condition in which it existed as of the Effective Date. In the event the Licensee does not remove its Installation(s) within the time allowed hereunder and/or does not comply with the restoration obligations stated in this paragraph, the Board, without incurring liability, may remove the Installation(s) and/or restore the affected property at Licensee's sole expense.

32.4. Licensee's obligations under this paragraph shall survive termination of this Agreement.

33. REIMBURSEMENT TERMS: All Board's invoices are due thirty (30) days after the date of invoice. If Licensee fails to reimburse the Board within such thirty (30) days, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in The Wallstreet Journal in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law. Licensee's obligations under this paragraph shall survive termination of this Agreement.

34. NOTICES: Except as otherwise expressly provided in this Agreement, the Parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows.

If to the Board:
City and County of Denver, acting by and
through its Board of Water Commissioners
Attention: Chief Engineering Officer
1600 W. 12th Avenue
Denver, CO 80204

with a copy to:
City and County of Denver, acting by and
through its Board of Water Commissioners
Attention: Director of Engineering-Property
1600 W. 12th Avenue
Denver, CO 80204

If to Licensee:
City of Littleton
Attn: City Manager
2255 West Berry Ave
Littleton, CO 80120

35. GENERAL PROVISIONS:

35.1. Construction. This Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties.

35.2. Venue and Governing Law. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of the City and County of Denver, State of Colorado. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to its conflict of laws principles.

35.3. No Attorneys' Fees and Costs. In the event there is any litigation, mediation, arbitration or other dispute resolution proceedings arising out of or related to this Agreement, each Party shall pay for its own attorney(s)' and other professional(s)' fees, costs and expenses.

35.4. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

35.5. No Waiver. The failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the Agreement's provisions, and, notwithstanding such failure, no Party shall be thereby released from any obligations under the Agreement.

35.6. Non-Business Days. Except as otherwise specifically provided, all periods of time set forth in this Agreement shall be calendar days, not business days. If any date for any obligation under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date shall be extended automatically until the next business day.

35.7. Headings. The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof, and shall not be considered part of this Agreement or affect its interpretation.

35.8. Governmental Immunity Act. The Parties understand and agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as it may be amended from time to time.

35.9. Article X of the Charter. This Agreement is made under and conformable to the provisions of the Charter of the City and County of Denver, which control the operation of the Denver Municipal Water System, consisting of Article X of said Charter. Insofar as applicable, said Charter provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provision otherwise contained in this Agreement.

35.10. Entire Agreement. This Agreement constitutes the entire agreement between the Board and the Licensee and replaces all prior written or oral agreements and understandings. The terms of this Agreement may not be changed, waived, modified or varied in any manner whatsoever unless in writing signed by all Parties.

35.11. Counterparts and Originals. A copy of the Agreement may be executed by each Party, separately, and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

35.12. Representation of Authority of Signatories. Each individual executing this Agreement on behalf of the Licensee represents and warrants that the execution and delivery of this Agreement and all related documents have been duly authorized by the Licensee for which the individual is signing, and that the individual has the legal capacity to execute and deliver this Agreement and thereby bind the Licensee.

35.13. Effective Date. This Agreement shall become effective on the date it is signed by the Board's Director of Engineering-Property and Distribution.

36. SPECIAL PROVISIONS: This Agreement is also subject to the following provisions. To the extent that any such provisions listed below are in conflict with any other provisions of this Agreement, the provisions below shall control and supersede them.

36.1. **Licensee shall require any contractors and/or subcontractors performing the work related to this Agreement to obtain valid locates of the Board's conduit and any other utilities in the area. Licensee shall require any contractors and/or subcontractors performing the work related to this Agreement to: (a) pothole and/or use other nondestructive means of excavation to identify underground facilities; (b) visualize Board's conduit prior to and during any underground boring, drilling, excavation, and installation; and (c) maintain an 18-inch vertical clearance when crossing the Board's conduit.**

THIS LICENSE AGREEMENT shall become effective on the date it is signed by the Board's Director of Engineering-Property and Distribution.

APPROVED:

By: _____
Gary W. Boothe
Manager of Real Estate

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

By: _____
Amy Heidema
Director of Engineering-
Property and Distribution

Date: _____

APPROVED AS TO FORM:

By: _____
Office of General Counsel

REGISTERED AND COUNTERSIGNED:

By: _____
Timothy M. O'Brien, CPA
Auditor

Contract Control No:___506676_____

Date: _____

APPROVED AS FORM FOR LITTLETON:

By:_____
Reid Betzing, City Attorney

LICENSEE: CITY OF LITTLETON, a home rule municipality of the State of Colorado

By: _____
Kyle Schlachter, Mayor

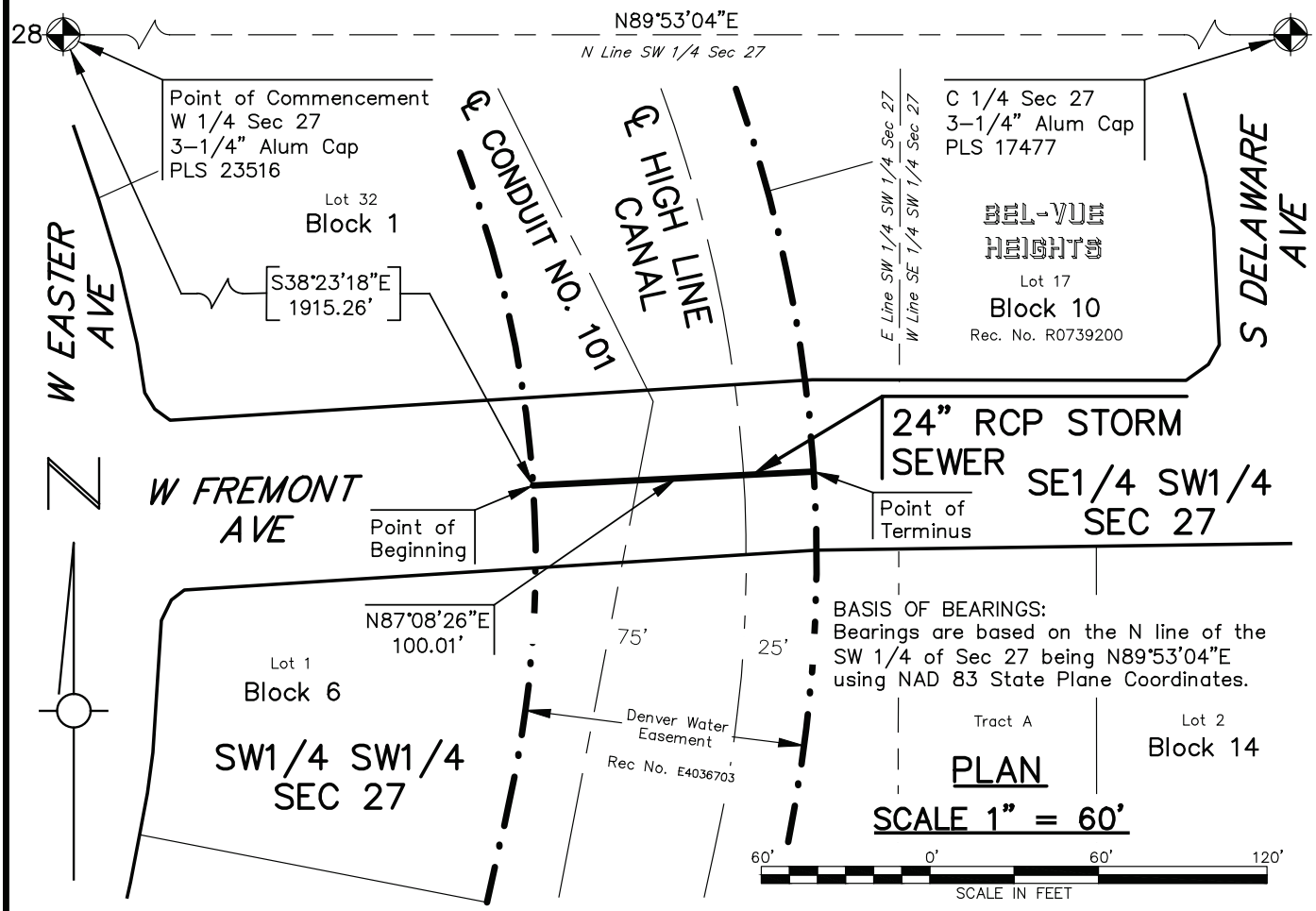
ATTEST:

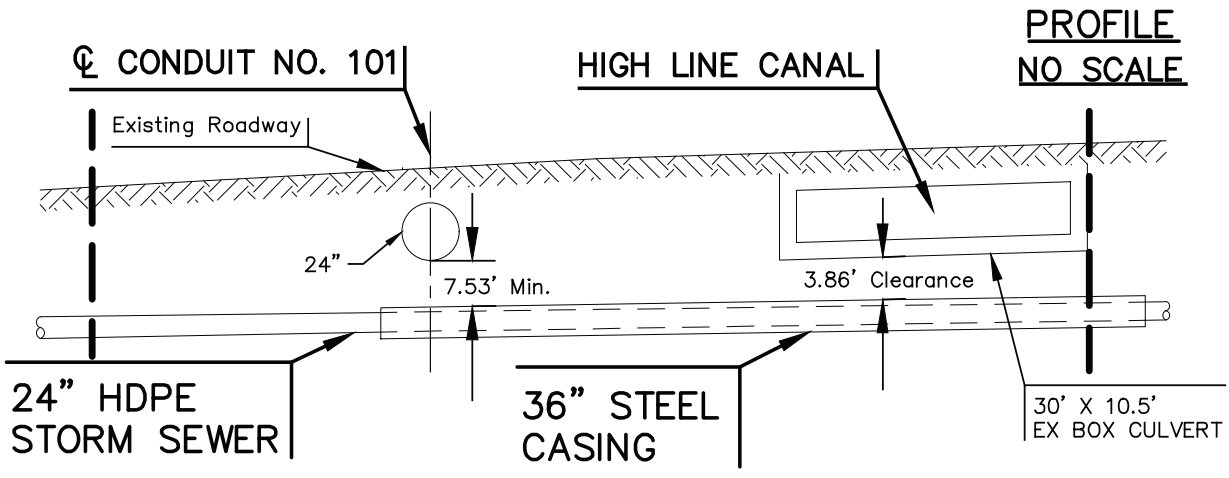
By:_____
Colleen Norton, City Clerk

Standard License
Revised by OGC 01/26/2024

EXHIBIT "A"

SW 1/4 SECTION 27, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM
---- ARAPAHOE COUNTY ----



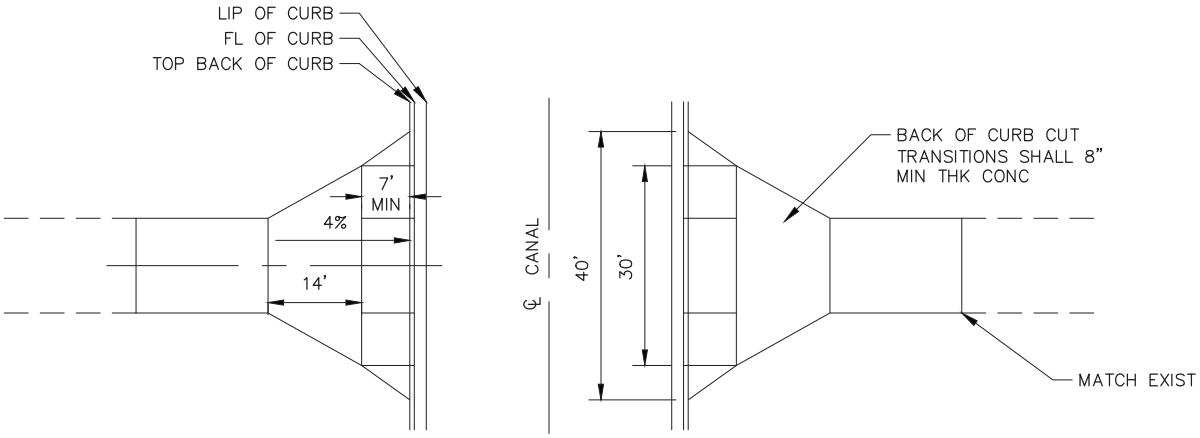


Parcel Map Not P.L.S. Stamped or Certified

LEGEND LICENSE GRANTED BNDRY EXISTING DW ESMT	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. TRANS NO. DRN. | PM. LW | S. ASE APPD. Alex Scott Engelson SHEET 1 OF 1 SHEET	**CONDUIT NO. 101** LICENSE GRANTED TO CITY OF LITTLETON FOR A 36" HDPE STORM SEWER DATE: JULY 22, 2026	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org SCALE: AS SHOWN CAD 22985-3_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 01062023

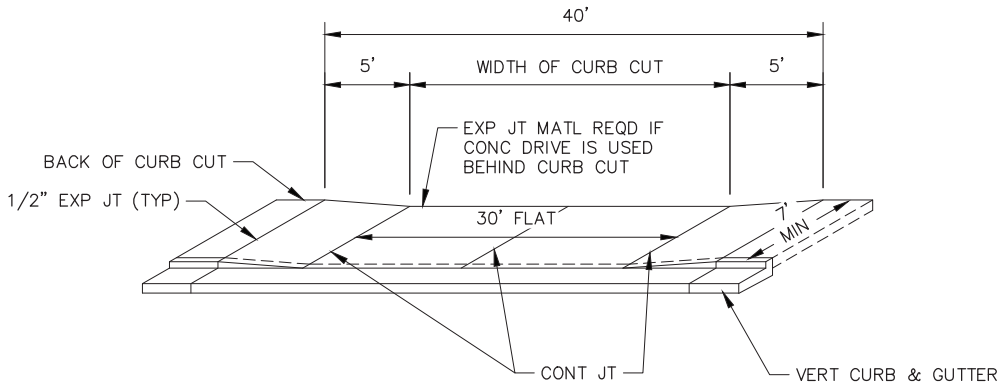
EXHIBIT B



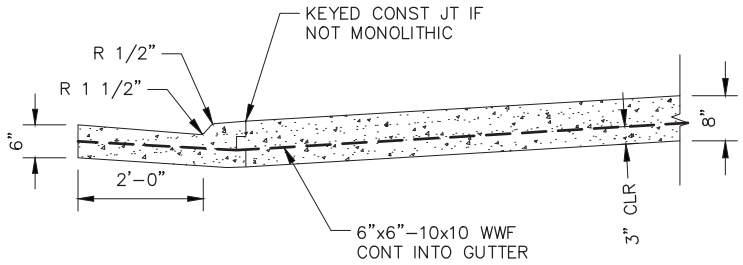
PLAN

NOTE:

ALL CURB CUT AND TRANSITIONS SHALL BE ABLE TO HANDLE 50,000 LB LOAD RATES.



ISOMETRIC



CROSS SECTION THROUGH CURB CUT

DRAWN BY: *GEISSLER*	*HIGH LINE CANAL CURB CUT AND TRANSITION*	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org
CHKD BY: *M TURNEY/*		
APPD BY:		
ORIGINATION DATE: *MARCH 2021*		
REVISION DATE:		

EXHIBIT C

DENVER WATER'S HIGH LINE CANAL
TREE REPLACEMENT STANDARD

Denver Water shall be reimbursed for any tree removed from the High Line Canal property. Costs for tree reimbursement is based on current average tree wholesale prices and current Denver Water labor and equipment costs, and are as follows:

$200.00 per caliper inch of total tree trunk diameter for deciduous trees

$140.00 per linear foot in height for conifer trees

Tree reimbursement fees paid to Denver Water shall be assessed according to the following ratio:

For every four inches of total diameter or linear foot removed, one-inch of total diameter or linear foot shall be reimbursed.

Prior to removal of any tree, coordination with Denver Water's High Line Canal Representative to establish total reimbursement amount is required.

Staff Communication

File #: Resolution 50-2026, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Resolution 50-2026: Approving an amendment to a subaward agreement with Denver Regional Council of Governments (DRCOG) for building decarbonization policy work

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities
	Laura Rosenbaum, Sustainability Coordinator
Presentations:	N/A

PURPOSE:
To seek council approval of an amendment to the subaward agreement with Denver Regional Council of Governments (DRCOG) to advance energy efficiency and sustainability goals by utilizing funds for technical assistance and additional staff capacity to conduct critical evaluations, develop tailored strategies, and draft policies.

LONG-TERM OUTCOME(S) SERVED:
Sustainable Community with Natural Beauty

DISCUSSION:
Littleton is proposing an amendment to the BPC subaward with DRCOG. With this funding, Littleton would like to hire a temporary position: an Energy and Sustainability Specialist. This new use of funds will allow for a successful building decarbonization program, as current staff lack the capacity to do this work, even with a consultant. To add this position, the baseline energy assessment is still in scope, but is considered an added provision and possibility as time and funding allow. DRCOG is conducting a similar study, and due to the changed nature of that timeline from external factors, Littleton does not want to pursue a study if that will "reinvent the wheel." Ideally, Littleton planned to model a study based on gaps in DRCOG's findings - ultimately working to further the research. However, with timeline changes, Littleton no longer has enough time and information to conduct the study with the same efficiency and efficacy. As such, Littleton requests an amendment to make the most use of these funds before September 30, 2029. Littleton would still like to include an option to explore a baseline energy assessment, but it would depend on time and funds with an added position, as well as what findings DRCOG has from their work.

Even with the added position, Littleton will still go through a formal procurement process to recruit highly qualified consultants who possess the specialized knowledge required to assess energy performance, evaluate building codes, and provide input on ordinances to drive meaningful change. These experts will work closely with the city and the newly hired temporary position to provide critical policy recommendations, technical research, and data-driven strategies to ensure that the city's efforts to reduce energy consumption, improve building performance, and reduce greenhouse gas (GHG) emissions are grounded in data and best practices.

Littleton will work toward the following goals from this project: Align climate models and goals with preliminary models and work in tandem with Littleton plans as they are finalized; Adopting, with possible exceedance, Colorado's Low Energy and Carbon Code; Exploration of embodied carbon city ordinance; Baseline energy performance evaluation for existing residential structures, determining what percentage of Littleton's residential housing stock needs retrofits to reach as close to net-zero by 2050 across all sectors. The last goal, "Baseline energy performance evaluation," is the only goal that will depend on time and funds due to this shift in the scope of work.

BACKGROUND:
The Denver Regional Council of Governments (DRCOG) received a $199.7 million Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA) to develop a Building Decarbonization Program focused on reducing climate pollution from the building sector. Within this larger program lies the Building Policy Collaborative (BPC), a subprogram designed to support jurisdictions across the region in implementing new, above state minimum building energy codes and performance standards, permitting reform, and other building policies.

As part of this support, the BPC allocated $34.8 million as formula subawards across all jurisdictions in the DRCOG region. The subawards support local jurisdictions by providing funding for staff capacity, training and professional development related to decarbonization policies, enhancements to permitting processes, technical assistance on policy development and adoption, community engagement support, and any other activities designed to reduce climate pollution from the building sector.

Prior Actions or Discussions
April 23, 2024, council study session: ESB presented their finalized version of the Environmental Stewardship Action Plan.
June 4, 2024, council study session: Council supported and endorsed the Horizon 2027 Strategic Plan, which includes implementing ESB's Environmental Stewardship Action Plan. Section 1.0 of the Environmental Stewardship Action Plan focuses on "Air Quality/Emissions." The following sub-items from Section 1.0 directly relate to the scope of work for this subaward: 1.2.9, 1.3.1, 1.3.2, 1.3.3, 1.3.7, and 1.3.9. Section 2.0 of the Environmental Stewardship Action Plan focuses on "Built Environment." The following sub-items in the plan directly relate to the scope of work for this subaward: 2.1.2, 2.1.5, 2.2.1, and 2.3.4. The Environmental Stewardship Action Plan is attached for reference.
April 21, 2026, council approved Resolution 16-2026 approving the subaward agreement.

FISCAL IMPACTS:
This $900,000 subaward requires no matching funds from the City. Also to note, as part of an annual evaluation of the subaward project conducted by DRCOG, the City may submit modifications to its scope of work or budget, or do so at the request of DRCOG. The requested temporary staff position is fully funded by this subaward, including the full salary, benefits, and any associated technology needed to perform job duties.

STAFF RECOMMENDATION:
Staff recommends approval of the amendment to the subaward agreement with DRCOG.

ALTERNATIVES:
Council may decide to delay or deny approval of this amendment of the subaward for additional changes or discussions. If this amendment to the subaward agreement is not approved, the City of Littleton will not be able to amend the current contract. Work will move more slowly, and the city will not make the most of these funds.

PROPOSED MOTION:
I move to approve Resolution 50-2026 approving an amendment to a subaward agreement with Denver Regional Council of Governments (DRCOG) for building decarbonization policy work.

CITY OF LITTLETON, COLORADO

Resolution No. 50

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING AN AMENDMENT TO A SUBAWARD AGREEMENT WITH DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) FOR BUILDING DECARBONIZATION POLICY WORK

WHEREAS pursuant to Section 1-15-62 of the Littleton Municipal Code, City Council approval is a condition precedent to the approval of an amendment of an agreement in which the total value of the agreement is over five-hundred thousand dollars and 00/100 cents ($500,000.00); and

WHEREAS the City will work with outside contractors and hire a temporary Energy and Sustainability Specialist to provide critical policy recommendations, technical research, and data-driven strategies to ensure that Littleton's efforts to reduce energy consumption, improve building performance, and reduce greenhouse gas (GHG) emissions are grounded in evidence and best practices; and

WHEREAS this subaward requires no matching funds from the City of Littleton; and

WHEREAS the scope of work will assess energy performance, evaluate building codes, and provide input on ordinances to drive meaningful change in; and

WHEREAS this work directly relates to adopted council initiatives in Horizon 2027 to implement the Environmental Stewardship Action Plan.

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

Section 1. The Littleton City Council hereby approves the subaward agreement with Denver Regional Council of Governments (DRCOG) to advance energy efficiency and sustainability goals by utilizing funds for technical assistance to conduct critical evaluations, develop tailored strategies, and draft policies, in substantially the same form as Exhibit "A," attached hereto.

Section 2 The Resolution shall take effect upon its approval by the Littleton City Council.

INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 18th day of August 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

Docusign Envelope ID: FFA3BE19-8B9D-8FE6-83AB-730E5DEBE074

AMENDMENT NO. 1 TO THE CONTRACT BY AND BETWEEN THE

DENVER REGIONAL COUNCIL OF GOVERNMENTS
1001 17th Street, Suite 700
Denver, Colorado 80202

and

CITY OF LITTLETON
2255 West Berry Avenue
Littleton, Colorado 80120

Project Number: 705025 Contract Number: EX26019

RECITALS

A. The parties hereto have entered into a Contract dated May 5, 2026.
B. A change to the Contract has been mutually agreed upon by the parties hereto.

NOW THEREFORE, the parties hereto mutually agree that the original Contract dated May 5, 2026, is hereby modified and amended in the following respect, to wit:

TERMS

1. Section 1, of the Contract titled**, "Scope of Services"** has been replaced in its entirety and attached hereto.

2. Section 3, of the Contract titled**, "Payment"** is amended to read as follows.

   The cost of the amended contract shall not exceed $899,819.62 during the term of this agreement.

3. Exhibit B, of the Contract titled, **"Project Budget"** has been replaced in its entirety and attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract on the _____ day of _____, 20___ and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

DENVER REGIONAL COUNCIL OF GOVERNMENTS

By: _____
Douglas W. Rex, Executive Director

ATTEST:

By: _____
Roberta Cole, Manager Contracts & Budget

CITY OF LITTLETON

By:_____
Title:Kyle Schlachter, Mayor

ATTEST:

By: _____
Title:Colleen Norton, City Clerk

APPROVED TO AS TO FORM

By: _____
Title:Reid Betzing, City Attorney

Docusign Envelope ID: FFA3BE19-8B9D-8FE6-83AB-730E5DEBE074

EXHIBIT A: SCOPE OF SERVICES

Background

The Denver Regional Council of Governments (DRCOG) received a $199.7 million Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA) to develop a Building Decarbonization Program focused on reducing climate pollution from the building sector. Within this larger program lies the Building Policy Collaborative (BPC), a subprogram designed to support jurisdictions across the region in implementing new, above state minimum building energy codes and performance standards, permitting reform and other building policies.

As a part of this support, the BPC allocated $34.8 million as formula subawards across all jurisdictions in the DRCOG. The subawards support local jurisdictions by providing funding for new staff capacity, training and professional development related to decarbonization policies, enhancements to permitting processes, technical assistance on policy development and adoption, community engagement support, and any other activities designed to reduce climate pollution from the building sector.

This subaward is being awarded as a contract between DRCOG and the City of Littleton (hereafter referred to as “Littleton”) because it meets the requirements and eligible uses, as required by DRCOG and EPA, and will advance Power Ahead Colorado’s goals of reducing greenhouse gases from the built environment within our region. This scope of work (SOW) outlines the activities, processes, and deliverables related to the work that will be performed with this subaward.

Project Summary

In this project, Littleton will advance its energy efficiency and sustainability goals by providing the technical assistance necessary to conduct critical evaluations, develop tailored strategies, and draft policies that will have a lasting impact. With expert guidance, Littleton will be positioned to improve the energy performance of its residential housing stock, adopt and exceed the state's energy code, and explore new avenues for reducing embodied carbon in the construction sector. The success of these initiatives will contribute to a more sustainable, resilient Littleton that is better prepared to meet the challenges of climate change while providing a model for other cities to follow.

Project Goals

Littleton will work toward the following goals from this project:

- Increase staff capacity to manage this subaward and subsequent consultant and program management.
- Adopting, with possible exceedance, Colorado’s Low Energy and Carbon Code.
- Exploration of embodied carbon city ordinance
- Baseline energy performance evaluation for existing residential structures, including determining what percentage of city’s residential housing stock needs retrofits for more efficient heating/cooling, shift to heat pumps, and other to be determined methods to reach as close to net-zero by 2050 across all sectors.

Project Description & Deliverables

Using DRCOG subaward funding, Littleton will accomplish the following tasks:

Task 1. Project administration, reporting, and management

Work associated with this task will be performed primarily by the Energy and Sustainability Specialist with input and participation from the project team and will carry over from year to year of the subaward period on a regular cadence in agreement with DRCOG. Activities will include essential project management, tracking staff time and preparing invoices for reimbursement from DRCOG, preparing project updates and attending update meetings with DRCOG.

Task 2. Increase Staffing

Due to limited staff capacity, Littleton will hire a full-time Energy and Sustainability Specialist to manage this subaward program and directly manage hired consultants. In this project, Littleton's Energy and Sustainability Specialist will engage with highly qualified consultants who possess the specialized knowledge required to assess energy performance, evaluate building codes, and provide input on ordinances that will drive meaningful change. These experts will work closely with city staff and leadership to provide critical policy recommendations, technical research, and data-driven strategies to ensure that the city's efforts to reduce energy consumption, improve building performance, and reduce GHG emissions are grounded in evidence and best practices.

Task 3. Policy Adoption

This task will include the adoption of the newly established Colorado Low Energy and Carbon Code, as well as the exploration of exceeding the state's energy code standards. Staff and consultants will assist the city in conducting a specific audit of existing codes and green building incentives to determine whether Littleton should explore adopting more stringent measures that exceed the state's requirements. Newly hired staff from this subaward and the consultants will help the city develop a comprehensive list of decarbonization opportunities and propose a set of metrics that can be used to evaluate the effectiveness of these strategies over time. Additionally, staff and consultants will help develop a compliance plan that integrates energy code requirements into the city's existing practices and outlines recommendations for the city to build capacity to keep up with future changes to building codes. Furthermore, staff and consultants will assist in drafting ordinance language that will effectively address embodied carbon in building materials and construction practices. They will also help identify metrics for success and develop a monitoring and compliance plan to ensure that the ordinance is successfully implemented.

Task 4. Technical Assistance

Using DRCOG's BPC Research Program results, Littleton will evaluate energy performance in single-family homes and develop tailored strategies to reduce energy demand. Littleton will conduct a baseline analysis to quantify current energy use, identify inefficiencies, and set measurable reduction targets. This data will inform long-term strategies and potential policies—such as residential point of sale requirements—to support meaningful GHG reductions and improved energy efficiency citywide.

This task also includes assessing embodied carbon in Littleton's building sector and exploring a potential ordinance to reduce construction and demolition waste. Staff and a consultant will review best practices and identify opportunities for local implementation. They will work with the city to integrate embodied carbon considerations into the South

Metro Waste Diversion Plan, aligning waste reduction efforts with broader carbon mitigation goals.

Task 5. Community Engagement

Wrapped into all tasks will be ongoing community engagement. Littleton plans to use funds to support the education and engagement of building owners, residents, and industry professionals to bring the community along with proposed changes. Staff and hired external consultants will help our communications and economic development teams promote changes and bridge the gap in messaging to key stakeholders. Littleton will ensure to work closely with the PACO team so that none of these activities overlap with the community engagement activities the PACO team is performing.

Note: *As may be directed by DRCOG, develop a Quality Assurance Project Plan (QAPP) and/or Sampling Analysis Plan (SAP) describing quality assurance measures for project activities involving environmental data collection, analysis and reporting. Plan templates shall be provided by DRCOG. DRCOG and EPA must approve the QAPP and/or SAP before any such technical activities may begin.*

Annual Evaluation

As part of an annual evaluation of the subaward project conducted by DRCOG, the jurisdiction may submit modifications to its scope of work or budget or do so at the request of DRCOG. The jurisdiction shall propose in writing any adjustments to task activities, costs, deliverables, or delivery dates in the remaining term period. Changes may only be implemented upon written approval of DRCOG or, if any are deemed material by DRCOG, following an executed amendment.

Deliverable Table

Deliverables are subject to change and may be updated over time, subject to DRCOG approval. Please note that DRCOG reserves the right to deny reimbursement for costs that do not comply with subaward policies or fall outside the scope of eligible and approved uses. Furthermore, the timeline for some deliverables is dependent upon variables beyond staff control and may need to shift accordingly. During quarterly reporting with DRCOG, jurisdictional staff will address any task timelines that need to be adjusted.

Task	Deliverable	Anticipated Timeline
Ongoing across budget periods		
Task 1. Project Administration, Reporting & Management	Submit cost reporting and backup documentation	Monthly; due by the 15th for prior month costs
Task 1. Project Administration, Reporting & Management	Submit project narrative and meet with DRCOG to provide project updates	Quarterly: January 30, April 15, July 30, October 15
Task 1. Project Administration, Reporting & Management	Submit Annual QAPP Report	Annually
Budget Period 1: April 1, 2026 – December 31, 2026		
Task 2. Increase Staffing	Provide draft job description	Aug-26
Task 2. Increase Staffing	Provide ledger report and proof of hiring of new staff	Dec-26
Task 1. Project	Submit 2027 Scope update, including	Oct-26

Task	Deliverable	Anticipated Timeline
Administration, Reporting & Management	updates tasks, deliverables, timeline, and budget plan	
Budget Period 2: January 1, 2027 – December 31, 2027		
Task 3. Policy Adoption	Provide draft scope of work with residential energy analysis consultant	Mar-27
Task 3. Policy Adoption	Provide final contract and scope of work with residential energy analysis consultant	Jul-27
Task 5. Community Engagement	Provide draft scope of work for community engagement consultant	Jul-27
Task 5. Community Engagement	Provide contract and scope of work for community engagement consultant	Dec-27
Task 1. Project Administration, Reporting & Management	Submit 2028 Scope update, including updates tasks, deliverables, timeline, and budget plan	Oct-27
Budget Period 3: January 1, 2028 – December 31, 2028		
Task 1. Project Administration, Reporting & Management	Submit 2029 Scope update, including updates tasks, deliverables, timeline, and budget plan	Oct-28
Budget Period 4: January 1, 2029 – September 30, 2029		
Task 1. Project Administration, Reporting & Management	Submit Subaward project final report	Sep-29

Docusign Envelope ID: FFA3BE19-8B9D-8FE6-83AB-730E5DEBE074

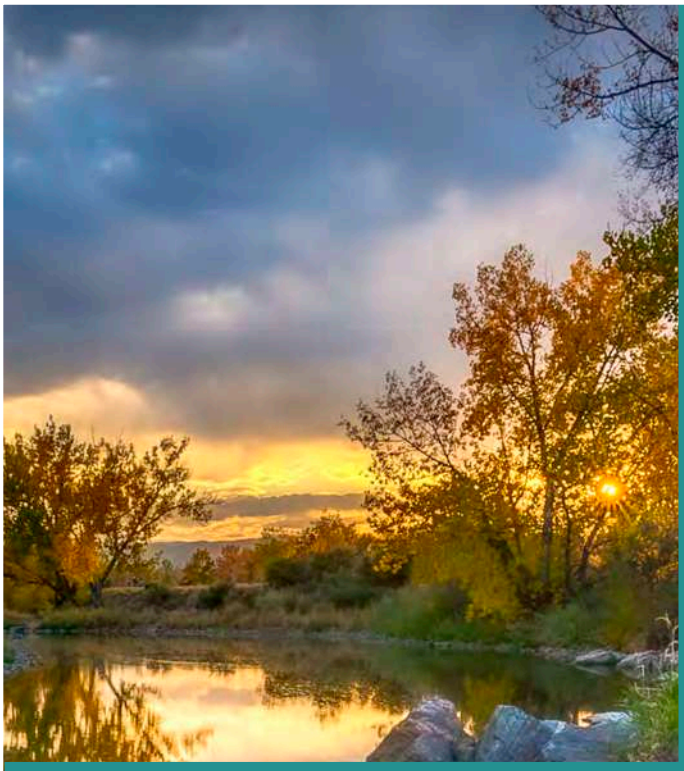
Exhibit B: Budget

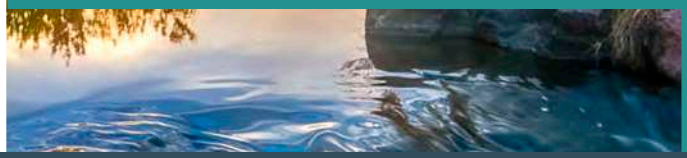
	Quantity	Unit	Rate	Year 1	Year 2	Year 3	Year 4	Total	Budget Notes
Personnel									
Energy and Sustainability Specialist -- year 1	686	hours	$43.26	$29,676.36	$0.00	$0.00	$0.00	**$29,676.36**	For salary of $90,000. Year 1, this budget assumes a September 1, 2026 start and pay date
Energy and Sustainability Specialist -- year 2	2,080	hours	$44.56	$0.00	$92,684.80	$0.00	$0.00	**$92,684.80**	For salary of $90,000 and accounts for 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 3	2,080	hours	$45.90	$0.00	$0.00	$95,472.00	$0.00	**$95,472.00**	For salary of $90,000 and accounts for 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 4	1,560	hours	$47.27	$0.00	$0.00	$0.00	$73,741.20	**$73,741.20**	For salary of $90,000. Year 4 budget starts January 1 and ends September 30, 2029, so this budget accounts for that. It also accounts for a 3% inflation increase based on the previous year's rate.
			Total, Personnel	**$29,676.36**	**$92,684.80**	**$95,472.00**	**$73,741.20**	**$291,574.36**	
Fringe									
Energy and Sustainability Specialist -- year 1	686	hours	$16.01	$10,982.86	$0.00	$0.00	$0.00	**$10,982.86**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. For Year 1, this budget assumes a September 1, 2026 start and pay date.
Energy and Sustainability Specialist -- year 2	2,080	hours	$16.49	$0.00	$34,299.20	$0.00	$0.00	**$34,299.20**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. It also accounts for a 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 3	2,080	hours	$16.98	$0.00	$0.00	$35,318.40	$0.00	**$35,318.40**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. It also accounts for a 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 4	1,560	hours	$17.49	$0.00	$0.00	$0.00	$27,284.40	**$27,284.40**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. Year 4 budget starts January 1 and ends September 30, 2029, so this budget accounts for that. It also accounts for a 3% inflation increase based on the previous year's rate.
			Total, Fringe	**$10,982.86**	**$34,299.20**	**$35,318.40**	**$27,284.40**	**$107,884.86**	
Travel									
Airfare	3	per staff	$300.00	$0.00	$900.00	$900.00	$900.00	**$2,700.00**	Note, airfare would need DRCOG pre-approval. Other travel costs should follow GSA rates
Lodging	8	night	$215.00	$0.00	$1,720.00	$1,720.00	$1,720.00	**$5,160.00**	These travel costs are estimated for three staff to attend annual conferences. The selected conferences are unknown, but would be submitted to DRCOG for approval beforehand. Note, year 1 will not have a conference budget, so all travel expenses have been placed at $0 for year 1.
Per diem	12	day	$92.00	$0.00	$1,104.00	$1,104.00	$1,104.00	**$3,312.00**	
Mileage	280	mile	$0.76	$0.00	$212.80	$212.80	$212.80	**$638.40**	
			Total, Travel	**$0.00**	**$3,936.80**	**$3,936.80**	**$3,936.80**	**$11,810.40**	

Supplies									
Energy and Sustainability Specialist phone	1	per employee	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	**$1,000.00**	All supplies to be procured in the first year. The only ongoing cost is for the phone.
Energy and Sustainability Specialist ongoing phone costs	1	per employee	$600.00	$600.00	$600.00	$600.00	$600.00	**$2,400.00**	Estimating the phone bill at about $50/month.
Energy and Sustainability Specialist phone case and screen protector	1	per employee	$50.00	$50.00	$0.00	$0.00	$0.00	**$50.00**	
Energy and Sustainability Specialist laptop	1	per employee	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	**$2,000.00**	
Energy and Sustainability Specialist monitors, stands, docking station	1	per employee	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	**$2,000.00**	
Energy and Sustainability Specialist desk and chair	1	per employee	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	**$1,500.00**	
			Total, Supplies	**$7,150.00**	**$600.00**	**$600.00**	**$600.00**	**$8,950.00**	
Contractual									We are estimating hours based on past experiences with consultants. Once Littleton has contractor bids, we will update DRCOG accordingly.
Consultant to conduct baseline residential energy analysis -- only required in year 2	550	hours	$200.00	$0.00	$110,000.00	$0.00	$0.00	**$110,000.00**	Adoption of Colorado Low Energy and Carbon Code
Consultant to conduct baseline residential energy analysis -- year 3	200	hours	$200.00	$0.00	$0.00	$40,000.00	$0.00	**$40,000.00**	Baseline evaluation of energy performance, residential
Consultant to conduct baseline residential energy analysis -- year 4	200	hours	$200.00	$0.00	$0.00	$0.00	$40,000.00	**$40,000.00**	Baseline evaluation of energy performance, residential
Consultant to conduct research for exploration of embodied carbon in Littleton -- work starting in year 2	300	hours	$200.00	$0.00	$60,000.00	$0.00	$0.00	**$60,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct research for exploration of embodied carbon in Littleton -- year 3	250	hours	$200.00	$0.00	$0.00	$50,000.00	$0.00	**$50,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct research for exploration of embodied carbon in Littleton -- year 4	50	hours	$200.00	$0.00	$0.00	$0.00	$10,000.00	**$10,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct community engagement related to all activites -- year 2	50	hours	$200.00	$0.00	$10,000.00	$0.00	$0.00	**$10,000.00**	
Consultant to conduct community engagement related to all activites -- year 3	100	hours	$200.00	$0.00	$0.00	$20,000.00	$0.00	**$20,000.00**	
Consultant to conduct community engagement related to all activites -- year 4	70	hours	$200.00	$0.00	$0.00	$0.00	$14,000.00	**$14,000.00**	
Overall program development for future planning purposes beyond subaward -- only required in year 4	349	hours	$200.00	$0.00	$0.00	$0.00	$69,800.00	**$69,800.00**	Putting it all together and planning for the future for this work
			Total, Contractual	**$0.00**	**$180,000.00**	**$110,000.00**	**$133,800.00**	**$423,800.00**	
Other Costs									
Food for resident engagement workshops/events	2	events	$1,800.00	$0.00	$3,600.00	$3,600.00	$3,600.00	**$10,800.00**	Only accounting for events years 2, 3, and 4. Will not have an event year 1
Printing, postage	1	annual	$10,000.00	$0.00	$10,000.00	$10,000.00	$10,000.00	**$30,000.00**	Will not be utilizing printing, postage in year 1
Language translation services (written and spoken)	1	annual	$5,000.00	$0.00	$5,000.00	$5,000.00	$5,000.00	**$15,000.00**	Will not be utilizing translation services in year 1
			Total, Other Costs	**$0.00**	**$18,600.00**	**$18,600.00**	**$18,600.00**	**$55,800.00**	
Indirects									
Indirect cost rate agreement				$0.00	$0.00	$0.00	$0.00	$0.00	
De minimis				$0.00	$0.00	$0.00	$0.00	$0.00	
				$0.00	$0.00	$0.00	$0.00	$0.00	
				$0.00	$0.00	$0.00	$0.00	$0.00	
			Total, Indirects	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$0.00	
				$47,809.22	**$330,120.80**	**$263,927.20**	**$257,962.40**	$899,819.62	

Littleton
Colorado

2255 W. Berry Ave.
Littleton, CO 80120
LittletonCO.gov

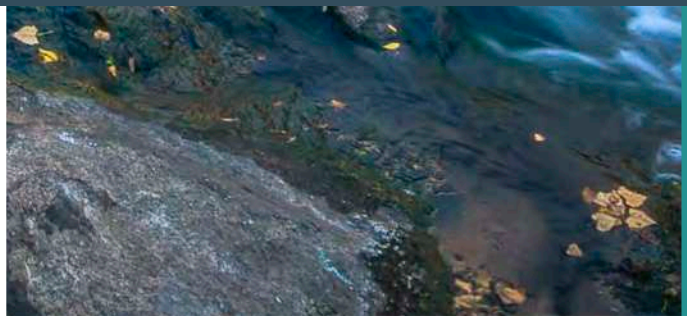




ESB

ENVIRONMENTAL STEWARDSHIP BOARD

ENVIRONMENTAL STEWARDSHIP ACTION PLAN



CITY OF LITTLETON

Environmental Stewardship Action Plan

APRIL 2024

Introduction and Core Values 3
Acronyms 4
Guide for Interpreting the Impact and Effort Meters 4
1.0 Air Quality/Emissions 5
1.1 Existing Initiatives 5
1.2 Quick Wins 6
1.3 Long-Term/Other 7
2.0 Built Environment 9
2.1 Existing Initiatives 9
2.2 Quick Wins 9
2.3 Long-Term/Other 10
3.0 Consumption and Waste Diversion 10
3.1 Existing Initiatives 11
3.2 Quick Wins 12
3.3 Long-Term/Other 12
4.0 Natural Environment 13
4.1 Existing Initiatives 13
4.2 Quick Wins 13
4.3 Long-Term/Other 14
5.0 Water 15
5.1 Existing Initiatives 15
5.2 Quick Wins 16
5.3 Long-Term/Other 16
6.0 Community 18
6.1 Existing Initiatives 18
6.2 Quick Wins 18
6.3 Long-Term/Other 19

Introduction and Core Values

On December 20, 2022, Littleton City Council, by unanimous resolution, created the Littleton Environmental Stewardship Board and tasked it with creating this Environmental Stewardship Action Plan. In compiling this Plan, the ESB has considered a number of existing city initiatives. The impact and effort meters for each item reflect the collective intuition of the ESB. For now, budgetary considerations have been left out, but the ESB plans to return to that in detail in the future. The Plan's recommendations are divided into existing initiatives, quick wins, and long-term/other.

The Littleton Environmental Stewardship Board (ESB) believes in addressing climate change and other threats to the ecology consistent with the following core values:

- **Thoughtful Urgency:** Reversing climate change must happen now, and not at the expense of high-quality decision making
- **Equity:** Defined as fair access and lack of race, gender, age, ability, and other hierarchies in all stewardship efforts
- **Good Governance:** Including measurable outcomes, transparency, and robust public input
- **Uniqueness:** Littleton is a unique community with a strong history and set of values around creative stewardship (e.g., creating South Platte Park). Stewardship will continue to be creative and tailored to our unique, remarkable community
- **Collaboration:** City departments must continue communicating with one another, and Littleton must leverage local, regional, state, national, and global partnerships
- **Re-Wilding:** Conservation is not enough; built and managed environments must enhance, not frustrate, natural processes; and wild places must be set aside and enlarged (no matter how small they are today)
- **Thoughtful Consumption:** Stewardship requires avoiding unnecessary resource use and diverting waste
- **Generational Fairness:** We will leave Littleton's environment better than we found it
- **Optimism:** In the face of significant challenges, we embrace solutions and maintain faith in a better future
- **Sacredness:** Nature is sacred, and close community with healthy, intact ecology is necessary for human thriving

Guided by these values, the ESB recommends that City Council take the actions listed below. Our highest priorities are for the city to:

- Complete a GHG inventory and create a climate action plan
- Hire a sustainability coordinator
- Allow the ESB to act as an accountability body for the city's relationship with South Suburban Parks and Recreation Department
- Educate and inform the public about environmental efforts
- Get people out of cars
- Electrify the built environment, transportation, and lawn and garden equipment
- Incentivize water conservation
- Provide every building with recycling and composting options
- Implement community-supported agriculture (e.g. at the Littleton Museum)

Acronyms

ACC . . . . . Arapahoe Community College

CO2 . . . . . Carbon Dioxide

CO2e . . . . . Carbon Dioxide Equivalent

CSU . . . . . Colorado State University

DDA . . . . . Downtown Development Authority

EPA . . . . . Environmental Protection Agency

EV . . . . . Electric Vehicle

GHG . . . . . Greenhouse Gas

GPDP . . . . . General Planned Development Plan

HDLM . . . Historic Downtown Littleton Merchants

LBC . . . . . Littleton Business Chamber

LEDS . . . . . Littleton Engineering Design Standards

LPS . . . . . Littleton Public Schools

MEETS . . . . . The Metered Energy Efficiency Transaction Structure

SPLASH . . . . . Stormwater Permittees for Local Awareness of Stream Health

SSPRD . . . . . .South Suburban Parks and Recreation Department

ULUC . . . . . Unified Land Use Code

UFMP . . . . . Urban Forestry Management Plan

Guide for Interpreting the Impact and Effort Meters

Impact Meter	
	High Impact
	Medium Impact
	Low Impact
Effort Meter	
	Low Effort
	Medium Effort
	High Effort

FOR EXAMPLE: An action item that is considered high impact and low effort will appear with two green gauges.

Impact

Effort

1.0 Air Quality/Emissions

Given that 91% of net U.S. greenhouse gas (GHG) emissions are energy-related, our biggest opportunities for decreasing emissions lie in reducing the use of fossil fuels which drive the energy, transportation, industrial, commercial, and residential sectors. Electrification is the largest opportunity for both emissions and air pollution reductions. Despite this, electrification faces friction as fossil fuels have been set up as the default option. The city has numerous avenues it can take to decrease the costs of electrification and support it as the default choice to sustain a more stable climate and reduce health costs related to air pollution.

This section also addresses outdoor and indoor air pollution beyond GHG emissions such as ozone, nitrous oxide, carbon monoxide, and more. Like GHG emissions, most air pollutants come from burning fossil fuels. Therefore, eliminating burning fossil fuels through electrification addresses indoor and outdoor air quality issues which affect community health.

1.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
1.1.1	Arapahoe County EV Action Plan	Continue partnering with Arapahoe County on implementing the EV Action Plan.		
1.1.2	The Spring Tree Program and Urban Forestry Master Plan	Trees absorb both CO2 and air pollutants. Maintaining our tree canopy is also a meaningful adaptation measure to climate change as it reduces ambient air temperatures in warm summer months.		
1.1.3	Colorado Plastic Pollution Reduction Act (CPPRA)	Plastics generate GHG emissions at every stage of their lifecycle. Support compliance with CPPRA.		
1.1.4	Transportation Master Plan	Transportation emits more GHGs than other sectors. The multi-modal transportation opportunities in the Transportation Master Plan represent low or no-carbon alternatives to fossil-fueled transportation. Additionally, the Transportation Master Plan should be updated to consider EV charging infrastructure.		
1.1.5	Solar-ready building codes	Continue implementation of the already-adopted solar-ready provisions of the 2021 International Energy Conservation Code.		

1.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
1.2.1	Greenhouse Gas Inventory	Conduct an audit of sources of GHG emissions. We expect the majority of emissions will come from residential and commercial sources, but it should also measure additional categories outside of energy-related emissions, including biomass burning, non-energy related agriculture emissions, waste emissions, and non-energy related industrial emissions.		
1.2.2	Air Quality Monitoring and Assessment Program	Add air quality monitors within the city to assess baseline pollution levels and sources.		
1.2.3	Climate and Air Quality Action Plan	Building upon the results of the GHG Inventory and air quality monitoring programs, establish a Littleton-specific climate action plan for incrementally reducing, and eventually eliminating, climate emissions and air pollutants. Rewiring America's Pace of Progress tool[1] may help identify interim goals prior to undertaking a climate action plan.		
1.2.4	Electrification Education Program	Train electrification volunteers (e.g. Go Electric Colorado) to educate the public on opportunities and challenges of electrification. Encourage homeowners and landlords to get energy audits and develop electrification plans.		
1.2.5	Xcel Partners in Energy Update	Update the existing Partners in Energy Plan and leverage resources from Xcel to identify opportunities for energy efficiency and electrification.		
1.2.6	Solar Group Buys	Facilitate the purchase and install of solar equipment via combined contracts which reduce costs of equipment and installation through organizations such as Solar United Neighbors.		
1.2.7	City-Sponsored Composting	Bio waste in landfills emits methane. Composting this waste reduces GHG emissions.		
1.2.8	Electrification permitting fast tracking	Reduce time to permit for electrification projects to incentivize use.		
1.2.9	Air sealing and insulation standards for city buildings	Improving air sealing and insulation in existing buildings reduces operating costs in the short-term and reduces the cost of electrification retrofits in the future due to reduced heating/cooling load requirements.		
1.2.10	Electrification trade programs in Littleton Public Schools	Prepare our younger generations for the future with heat pump, solar, electrical, and other training programs which will lead to stable, well-paying careers. See also 2.2.3.		

[1] https://pop.rewiringamerica.org/?id=0845255

1.2.11	Remove subsidies for natural gas hookups	The cost of hooking up new homes to natural gas pipelines are subsidized by all users, causing increases to everyone's bills. Remove these subsidies to balance the upfront costs of electric and fossil-fueled building construction projects.		
1.2.12	Adopt the Electric Ready codes by the Colorado Energy Code Board	Enable new home buyers' choice between gas and electric by adopting Electric Ready Building Codes[2] which give the option to easily opt-in to electric. Supporting electric-ready is far cheaper than retrofitting later.		
1.2.13	Lawn and Garden Equipment Emissions Standards	Establish emissions standards for all equipment sold in Littleton. In 2020, lawn and garden equipment in the U.S. emitted more than 21,800 tons of fine particulates – an equivalent amount to the pollution from 234 million typical cars. Most electric lawn and garden equipment is already cost competitive and more reliable than gasoline equipment.		
1.2.14	All-electric city landscaping equipment	Transition all city lawn and garden equipment to electric.		

1.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
1.3.1	Consider adopting Colorado Model Low Energy and Carbon code	Consider adopting the model low energy and carbon code which will be developed by a board created by the Colorado Energy Office. This code is expected to be created no later than July 1, 2025.		
1.3.2	Expedite all-electric new building permitting	Faster, easier, and less costly permitting for electric appliances, EV charging, rooftop solar, and all-electric new home builds (which is conducive to the lower impact they have on the community than fossil-fuel equivalents).		
1.3.3	Electrification Appliance Rebate Program	Provide rebates for the installation of electric appliances (e.g. heat pumps, heat pump water heaters). Similar to Denver, this could be funded by a small sales tax increase.		
1.3.4	Multi-modal infrastructure	Transportation is the largest sector of GHG emissions in the country. While EVs can reduce emissions in this sector, it is far more cost effective to support a community which does not require car ownership to participate in daily life. Support multi-modal infrastructure, mixed-use zoning, and a walkable community which has a lower environmental footprint and creates strong communities and sales tax bases. Keep this in mind during the 2025 Transportation Master Plan update.		
1.3.5	Electric School Buses	Upgrade school buses to electric. School buses represent a unique opportunity for fleet electrification as they can be a significant stabilizer to electrical grids during off hours.		

[2] https://www.energycodes.gov/sites/default/files/2021-10/Residential_Electrification.pdf

1.3.6	Decommission aging gas infrastructure with electric appliances	Target aging natural gas infrastructure for decommissioning rather than replacement as replacement costs are passed to all customers causing natural gas bills to increase. Support homeowners with financing, group purchasing contracts, and incentives to transition to electric homes. This keeps energy bills stable for customers who remain on natural gas and allows for a paced transition to electric over time. Households may choose to remain on gas when natural gas infrastructure is decommissioned, but they would need to purchase a propane system and fuel to do so.		
1.3.7	The Metered Energy Efficiency Transaction Structure (MEETS)	Energy efficiency is often not prioritized in commercial buildings because long-term gains cannot be realized in a market where ownership changes often. Model a program after MEETS, which incentivizes all parties towards energy efficiency. Additional provisions could be added to support electrification.		
1.3.8	All-electric city fleet	Electric vehicles cost more upfront but have a lower total cost of ownership than their fossil-fueled equivalents. The city can save money by replacing aging city vehicles with electric equivalents.		
1.3.9	All-electric city buildings	Retrofit existing buildings to be all-electric.		
1.3.10	Public EV charging infrastructure	Create more public EV charging infrastructure in the city. Most homeowners will charge their vehicles at home, but many individuals in multi-family units do not have access to home charging. A robust public charging infrastructure allows all to benefit from the electric vehicle transition.		

2.0 Built Environment

The built environment (BE) includes buildings, distribution systems, and transportation infrastructure. In addition to the built structures and systems, the BE also includes land uses and land use planning. One of the main controls any municipality has over its future is through its land use decisions.

2.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
2.1.1	Follow through with existing planning	Littleton has done extensive past planning that, if carried out, would benefit local environmental sustainability. For example: Comprehensive Plan Sections ENV 4 regarding expanding recycling and composting and ENV 8 regarding stormwater management.		
2.1.2	Enforce Building Codes	Increase enforcement of current and future environmentally friendly building codes.		
2.1.3	Transportation Planning	Continue to implement the Transportation Master Plan with an emphasis on multi-modal forms of transportation.		
2.1.4	Infrastructure Upgrades	Continue upgrades to infrastructure such as stormwater sewers, especially where their failure impacts transportation.		
2.1.5	Land Use Planning	Ensure compliance with stated environmental guidelines within the ULUC. This is particularly important regarding parcels currently undergoing a review process. As the ULUC is revisited, make environmental stewardship a more explicit value of the plan.		

2.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
2.2.1	Building Code Review	Adopt environmentally friendly building codes including Electric Ready and Colorado Model Low Energy and Carbon Code (see Section 1 - Air Quality and Emissions). Example: Reduce required roof setback for solar panels to encourage implementation of solar installations.		
2.2.2	Pedestrian and Bicycle infrastructure around schools	Plan and implement transportation safety initiatives around schools and other high-pedestrian areas.		
2.2.3	Expand workforce and trades for	Work with educational institutions such as LPS and ACC to train a workforce knowledgeable in environmental		

	renewable energy and electrification	stewardship programs (e.g. linespeople, HVAC installers, electricians, etc.).		
2.2.4	Improve stormwater infrastructure upgrades	Upgrading stormwater infrastructure provides opportunities for expanding green infrastructure. Examples exist at Eco Park in Centennial and 39th Avenue Greenway in Denver.		
2.2.5	Sustainability Coordinator	Hire one. Include representatives from the ESC on interview panels. Empower them with resources and strategic partnerships to take action and make measurable impacts. Part of this position will be to directly connect residents and businesses to sustainability resources.		
2.2.6	Adopt Dark Skies Initiative	Adopt Dark Skies standards in city codes to meet needs to see at night, conserve energy, avoid harmful effects on wildlife, and protect views of the night sky. Ensure city models Dark Skies best practices by updating city-controlled lighting infrastructure.		

2.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
2.3.1	Get people out of cars and support multi-modal transportation	Land use decisions should encourage walkability, density, and community character.		
2.3.2	Electrify transportation infrastructure	Ensure adequate charging stations and provide resources to assist homeowners in upgrading residential electrical systems to accommodate EV charging. Support implementation of Arapahoe County EV action plan. Refer to item 1.3.10.		
2.3.3	Storm sewer	Complete location maps. Use Denver's green infrastructure guidelines as appropriate.		
2.3.4	Develop programs and resources to retrofit houses	Invest in the city's housing stock to ensure equity in the transition to greener options. Identify grants and strategic partnerships.		
2.3.5	Wildlife Corridors	Work with CDOT to incorporate wildlife corridors on Santa Fe and other highway upgrades.		

3.0 Consumption and Waste Diversion

Colorado's waste diversion rates (recycling and composting) rank significantly below those of other states. The city should measure its existing waste diversion rates and make significant efforts to increase those rates to reduce waste bound for landfills. A significant component of that process should include efforts to reduce consumption of items on the front end that typically end up in landfills. All residents should have access to affordable recycling and composting services.

3.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
3.1.1	Leaf recycling services	Continue seasonal drop off for leaf recycling for several weeks in the fall.		
3.1.2	Christmas tree recycling	Continue free seasonal drop-off for Christmas trees to be turned to mulch.		
3.1.3	Front Range Waste Diversion Grant Program	Follow recommendations in the upcoming waste characterization study.		
3.1.4	Colorado Plastic Pollution Reduction Act (CPPRA)	Support compliance with CPPRA. See also 1.1.3.		
3.1.5	Producer Responsibility Program for Statewide Recycling (PRPSR)	Support compliance with PRPSR.		
3.1.6	Household HazMat Roundup and Electronics Recycling Event	Continue existing program and increase frequency of events. Expand program to include other hard-to-recycle items. Consider public/private partnership (e.g. Ridwell) or incorporating into city services.		

3.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
3.2.1	Study baseline waste, recycling, and composting rates	Determine existing landfill, recycling, and composting rates to set ambitious waste reduction and diversion targets. See also 3.1.3.		
3.2.2	Promote and educate on at-home composting	Partner with organizations (e.g. Colorado State University (CSU) Extension or Eco-Cycle) on seminars and resources to promote and increase the rate of at-home composting for yard waste and food waste.		
3.2.3	Leaf recycling program	Educate community on benefits of mulching in place over disposal and the importance of proper disposal.		

3.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
3.3.1	Offer a curbside appliance and mattress recycling program	Work with haulers and the city to implement a curbside appliance, mattress, and other large-item recycling program.		
3.3.2	Study and evaluate potential for “Pay as You Throw” waste program	Evaluate “Pay as You Throw” waste fees to encourage residents to generate less waste.		
3.3.3	Offer an opt-in compost pickup service	Contract with existing waste haulers or compost services (e.g. Compost Colorado) for compost pickups at favorable rates. Fold leaf recycling program into composting program.		
3.3.4	Study, evaluate, and gather bids from waste haulers for a contracted consolidated waste hauling system	Engage a working group to evaluate the feasibility of a consolidated waste hauling program contracted by the city. Ensure inclusion of landfill, recycling, and compost. Potentially partner with Englewood and/or Sheridan to offer regional consolidated contracted hauling options and economies of scale, similar to Denver.		
3.3.5	Require residents and businesses to recycle	Amend the city code to require recycling in addition to waste hauling. Carefully consider the equities associated with the change.		

4.0 Natural Environment

Littleton is largely a built-out community, but also has significant amounts of open and natural spaces. Maximizing these areas for habitat, carbon sequestration, natural air filtration, natural water storage and filtration, aesthetic enjoyment, and recreation is necessary for a sustainable Littleton.

4.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
4.1.1	Urban Forestry Management Plan	Implement and follow the Urban Forestry Master Plan (UFMP).		
4.1.2	Arborist Licensing	Require all tree companies to be licensed and insured to work within the city. Increases safety and standards.		
4.1.3	Emerald Ash Borer Outreach	Treat and/or replace city-maintained trees. Increase community outreach and education. Partnering with neighboring municipalities and Colorado State University (CSU) extension.		

4.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
4.2.1	Re-wilding	Leave certain places alone, including leaving dead plant matter such as tree branches (honor the life cycle of the environment/forest). Be creative on limited city-managed open spaces.		
4.2.2	Regionally sustainable plantings in city medians	Design, fund, and landscape, considering the changing climate to allow for long-term vitality.		
4.2.3	Fees and fines to be allocated to “Tree Fund” for equity programs	Target areas, work with finance, training Forestry staff to enforce/receive safe payments. This money comes from the “save the tree/pay for the tree” program.		
4.2.4	Implement turf conversion program for homeowners	Allocate funding and partner with other organizations to offer reduced-cost turf conversion.		

4.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
4.3.1	Expand the Ketring Park Natural Area	Reduce turf, increase tree canopy, and improve the health of existing open space.		
4.3.2	Train and establish Tree Ambassadors	Establish trust and relationships with target neighborhoods and partner with existing successful training/apprentice programs. Dedicate staff support and funding.		
4.3.3	Tree Equity Subsidy Program	Provide funding and community education. With all things tree, recognize the importance of public/private partnership. Funding to come from pre-existing fees and fines.		
4.3.4	Urban tree canopy assessment goals	The city's Existing Conditions Survey is complete. Recommendations include training tree ambassadors, funding, sourcing, and planting regional species, obtaining contractor support, and providing community education. Equitable canopy distribution to be met in partnership with the Tree Subsidy Program.		
4.3.5	Add development processes (save the tree/pay for the tree) to the Unified Land Use Code (ULUC)	Adopt policy including an appropriate payment-in-lieu alternative.		
4.3.6	Tree survey in (re)development process	Implement tree surveys early in the (re)development process.		
4.3.7	Relationship with South Suburban Parks and Recreation Department (SSPRD)	Insist on equity and environmental sustainability in all SSPRD activities in the city. Allow the Environmental Stewardship Board to act as an accountability body for the city's relationship with SSPRD.		

5.0 Water

Littleton is semi-arid, there will be less water in the future, and it is becoming more expensive to keep water clean. Denver Water controls all of Littleton's potable water. The city controls its stormwater, wastewater, and groundwater systems.

5.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
5.1.1	Support city stormwater activities	Maintain the city's stormwater permit and expand the city's stormwater efforts, including: • Provide compostable pet waste bags • Offer year-round leaf composting • Mark storm drains to note that "water drains to stream" • Offer year-round motor oil recycling • Expand and record street sweeps (miles swept) • Collaborate with Stormwater Permittees for Local Awareness of Stream Health (SPLASH) • Ensure that city staff inspects construction sites to protect stormwater quality • All city-initiated construction should model appropriate stormwater quality protection • SSPRD does not have a stormwater permit. The city should inspect all construction activities on SSPRD-managed areas. • Petition Colorado Department of Public Health and Environment (CDPHE) to require that SSPRD obtain a stormwater permit.		
5.1.2	Conduct and/or re-conduct water audit of city practices	The 2009 Environmental Action Plan noted several ways the city could reduce water use. Follow up and evaluate those activities.		
5.1.3	Incorporate water considerations into the renovations at Ketring and Gallup Parks	The city plans to renovate Ketring and Gallup Parks. Ketring Lake doesn't have enough water. Its only water source is pumping groundwater. The city should halt all groundwater pumping as soon as possible. Cisterns built under the parking lots could store rainwater for the lake. Consider reducing the size of the lake and increasing the wetlands.		
5.1.4	Green roofs on city buildings	This is an action item from the 2009 Environmental Action Plan. Evaluate the practicality of installing green roofs on city buildings.		

5.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
5.2.1	Explore potential of 'water credit'	Pursue the option of earning 'water credits' with Denver Water by measuring water saved.		
5.2.2	Increase permit compliance to ensure clean stormwater	ACC and LPS have stormwater permits that are often out of compliance. The city should partner with them to ensure stormwater permit compliance. Again, and unbelievably, SSPRD does not have a stormwater permit. They should be required to obtain a stormwater permit as part of our contract.		
5.2.3	Pursue a permit to treat Ketring and other city lakes with aluminum sulfate (alum)	Water quality in virtually all city lakes is poor due to high concentrations of phosphorus and nitrogen. Alum removes phosphorus, sealing it in the sediments. South Platte Renew should be able to assist.		
5.2.4	Get estimates for cistern construction	Cisterns store rainwater and could address flooding and stormwater quality issues. Get estimates for building cisterns on city property.		
5.2.5	Metro Basin Roundtable Updates	The Metro Basin Roundtable is part of a statewide effort to manage water resources. Get South Platte Renew to provide annual updates to city council and the ESC on the Metro Basin Roundtable.		

5.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
5.3.1	Encourage residents to save water	Denver Water has programs to encourage water conservation. If Littleton aggressively expands those programs measures the water savings, a 'water credit' may be created. The programs could include: • Garden in a Box – encourage Denver Water to provide a discount like other water providers do • Rain barrels • Subsidized sales of xeric plants • Irrigation audits • Subsidized tree evaluations for proper maintenance		
5.3.2	Enhance city stormwater activities	Expand street sweeping which improves water and air quality. Expand composting to make it year-round and accept all garden waste and motor oil. Engage LPS students to help mark storm drains.		

5.3.3	Expand outreach and education around water and stormwater issues	Consider collaborating with SSPRD, South Platte Renew, and the City of Englewood to conduct bike tours along the South Platte River and other local waterways, noting water quality, environmental, and recreational activities.		
5.3.4	Enhance collaboration with South Platte Renew	Increase council briefings on upcoming regulations South Platte Renew is expecting. Participate in the legislative process, where appropriate, to help establish 'how clean is clean' and what we can afford. Collaborate with South Platte Renew's outreach and education program as appropriate. See bike tours.		
5.3.5	Use state-of-the-art green stormwater infrastructure	Maximize the opportunity to control stormwater and minimize flooding impacts while realizing additional benefits of habitat protection. Use this opportunity of our aging stormwater infrastructure and the need to rehabilitate it by maximizing the use of green stormwater infrastructure.		
5.3.6	Stop pumping groundwater and close all wells.	Adopt a city policy of protecting and preserving groundwater under the city. Close all groundwater wells and try to ensure that the city's groundwater rights are protected by conservation easements, if possible. Substitute stormwater collected in cisterns to replace groundwater. Consider deeding the groundwater rights to a conservation group.		
5.3.7	Address issues in the Integrated Water Resources Plan	The integrated water resources plan identified issues with the sustainability of several lakes in the city. For Ketring Lake, consider reducing the size of the lake, expanding the wetlands, and constructing a second filter under the wetlands. For Ridgeview and Geneva Lakes, there is an excellent opportunity to create a stormwater feature at the sites using examples from places like the Eco Park along Cherry Creek and the 39th Avenue Greenway in Denver. At Geneva Lake, there may be an opportunity to construct a cistern under Town Hall's parking lot and use that water to maintain the lake. A cistern may provide some flood control as well.		

6.0 Community

An informed, involved, and knowledgeable community is a critical component of the successful implementation of environmental initiatives. Education, outreach, and the promotion of a strong sense of community will help the city advance and secure its goals of creating a greener, more sustainable, and climate-resilient Littleton.

6.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
6.1.1	Community building with downtown partners	Maximize partnership with the Littleton Downtown Development Authority (LDDA), Historic Downtown Littleton Merchants (HDLM), Littleton Business Chamber (LBC), and others to foster a greater sense of community and environmental awareness in the downtown area.		
6.1.2	Community building through downtown redevelopment	Ensure that the redevelopment vision for downtown fosters community building, environmental awareness, and a sense of belonging for all.		

6.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
6.2.1	Community cleanups	Engage with SSPRD and other partners to establish neighborhood cleanups of residential neighborhoods, trails, waterways, public lands, etc.		
6.2.2	Board meeting recordings	Ensure public has access to live and recorded broadcasts from Environmental Stewardship Board meetings so people feel more informed and more comfortable attending/contributing to meetings.		
6.2.3	Public engagement regarding the potential for a contracted consolidated waste hauling system	Ensure the public has access to information regarding waste disposal and hauling impacts and options.		
6.2.4	Re-wilding education	Educate the public about the importance of re-wilding so that they understand its value to the community.		
6.2.5	Environmental stewardship newsletter/insert	Develop a newsletter or insert from the Environmental Stewardship Board. This could go out to all residents via the Littleton Report. This could be a vehicle to inform the public about what the city is doing, why the city is doing it, why it's important, and what they can do to help/contribute.		

6.2.6	Resource clearinghouse	Create a page on the city website with links to available grants, solar energy resources, composting, Environmental Stewardship Board agendas and meetings, electrification resources, etc.		
6.2.7	Support and promote existing community initiatives related to sustainability	E.g. Littleton Social Cycle, Littleton Community Retreat, etc.		

6.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
6.3.1	Create lip sync challenge	Explore the possibility of creating a lip sync challenge[3] with an environmental theme, to encourage an enhanced sense of community in the city.		
6.3.2	Community meal	Community meal with foraged food, community supported agriculture (CSA), and local businesses to foster an enhanced sense of community.		
6.3.3	Littleton Museum CSA	There is an opportunity at the Littleton Museum to expand community engagement through the development of a CSA. This could use the current irrigation system and involve the expansion of existing programs at the museum. This would invite a new constituency that the museum needs.		
6.3.4	Food, regional native, and low-water gardens	Work with Denver Water, Denver Botanic Gardens, and other partners to make affordable and easy pre-planned gardens widely available.		
6.3.5	Tree Equity Subsidy Program	Establish a Tree Equity Subsidy Program. Engage volunteers to be trained as tree ambassadors. See also 4.5.3.		
6.3.6	Promotion of year-round recycling and composting	Promote and advertise year-round location and facility for recycling of organics, electronics, hard-to-recycle items, etc. See also 3.1.1.		
6.3.7	Environmentally focused public art fund	Establish a fund for environmentally focused public art in partnership with the Littleton Arts and Culture Board.		
6.3.8	Environmentally friendly investment options for city employees	Ensure city employees have access to environmentally friendly investment options for their retirement funds.		

[3] Example: https://www.youtube.com/watch?v=ZPjjZCO67WI)

Building Decarbonization DRCOG Budget Template - Jurisdictional Subawards

	Quantity	Unit	Rate	Year 1	Year 2	Year 3	Year 4	Total	Budget Notes
Personnel									
Energy and Sustainability Specialist -- year 1	768	hours	$43.26	$33,223.68	$0.00	$0.00	$0.00	**$33,223.68**	For salary of $90,000. Year 1, this budget assumes a September 1, 2026 start and pay date
Energy and Sustainability Specialist -- year 2	2,080	hours	$44.56	$0.00	$92,684.80	$0.00	$0.00	**$92,684.80**	For salary of $90,000 and accounts for 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 3	2,080	hours	$45.90	$0.00	$0.00	$95,472.00	$0.00	**$95,472.00**	For salary of $90,000 and accounts for 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 4	1,048	hours	$47.27	$0.00	$0.00	$0.00	$49,538.96	**$49,538.96**	For salary of $90,000. Year 4 budget starts January 1 and ends September 30, 2029, so this budget accounts for that. It also accounts for a 3% inflation increase based on the previous year's rate.
			Total, Personnel	**$33,223.68**	**$92,684.80**	**$95,472.00**	**$49,538.96**	**$270,919.44**	
Fringe									
Energy and Sustainability Specialist -- year 1	768	hours	$16.01	$12,295.68	$0.00	$0.00	$0.00	**$12,295.68**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. For Year 1, this budget assumes a September 1, 2026 start and pay date.
Energy and Sustainability Specialist -- year 2	2,080	hours	$16.49	$0.00	$34,299.20	$0.00	$0.00	**$34,299.20**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. It also accounts for a 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 3	2,080	hours	$16.98	$0.00	$0.00	$35,318.40	$0.00	**$35,318.40**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. It also accounts for a 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 4	1,048	hours	$17.49	$0.00	$0.00	$0.00	$18,329.52	**$18,329.52**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. Year 4 budget starts January 1 and ends September 30, 2029, so this budget accounts for that. It also accounts for a 3% inflation increase based on the previous year's rate.
			Total, Fringe	**$12,295.68**	**$34,299.20**	**$35,318.40**	**$18,329.52**	**$100,242.80**	
Travel									
Airfare	3	per staff	$300.00	$900.00	$900.00	$900.00	$900.00	**$3,600.00**	Note, airfare would need DRCOG pre-approval. Other travel costs should follow GSA rates
Lodging	8	night	$215.00	$1,720.00	$1,720.00	$1,720.00	$1,720.00	**$6,880.00**	These travel costs are estimated for three staff to attend annual conferences. The selected conferences are unknown, but would be submitted to DRCOG for approval beforehand.
Per diem	12	day	$92.00	$1,104.00	$1,104.00	$1,104.00	$1,104.00	**$4,416.00**	
Mileage	280	mile	$0.70	$196.00	$196.00	$196.00	$196.00	**$784.00**	
			Total, Travel	**$3,920.00**	**$3,920.00**	**$3,920.00**	**$3,920.00**	**$15,680.00**	
Supplies									
Energy and Sustainability Specialist new staff supplies (laptop, phone, etc)	1	per employee	$4,157.00	$4,157.00	$0.00	$0.00	$0.00	**$4,157.00**	All supplies to be procured in the first year and do not have ongoing costs

			Total, Supplies	**$4,157.00**	**$0.00**	**$0.00**	**$0.00**	**$4,157.00**	
Contractual									We are estimating hours based on past experiences with consultants. Once Littleton has contractor bids, we will update DRCOG accordingly.
Consultant to conduct baseline residential energy analysis -- only required in year 2	550	hours	$200.00	$0.00	$110,000.00	$0.00	$0.00	**$110,000.00**	Adoption of Colorado Low Energy and Carbon Code
Consultant to conduct baseline residential energy analysis -- year 3	200	hours	$200.00	$0.00	$0.00	$40,000.00	$0.00	**$40,000.00**	Baseline evaluation of energy performance, residential
Consultant to conduct baseline residential energy analysis -- year 4	200	hours	$200.00	$0.00	$0.00	$0.00	$40,000.00	**$40,000.00**	Baseline evaluation of energy performance, residential
Consultant to conduct research for exploration of embodied carbon in Littleton -- work starting in year 2	300	hours	$200.00	$0.00	$60,000.00	$0.00	$0.00	**$60,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct research for exploration of embodied carbon in Littleton -- year 3	250	hours	$200.00	$0.00	$0.00	$50,000.00	$0.00	**$50,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct research for exploration of embodied carbon in Littleton -- year 4	50	hours	$200.00	$0.00	$0.00	$0.00	$10,000.00	**$10,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct community engagement related to all activites -- year 2	50	hours	$200.00	$0.00	$10,000.00	$0.00	$0.00	**$10,000.00**	
Consultant to conduct community engagement related to all activites -- year 3	100	hours	$200.00	$0.00	$0.00	$20,000.00	$0.00	**$20,000.00**	
Consultant to conduct community engagement related to all activites -- year 4	73	hours	$200.00	$0.00	$0.00	$0.00	$14,600.00	**$14,600.00**	
Overall program development for future planning purposes beyond subaward -- only required in year 4	400	hours	$200.00	$0.00	$0.00	$0.00	$80,000.00	**$80,000.00**	Putting it all together and planning for the future for this work
			Total, Contractual	**$0.00**	**$70,000.00**	**$110,000.00**	**$144,600.00**	**$434,600.00**	
Other Costs									
Food for resident engagement workshops/events	2	events	$1,800.00	$3,600.00	$3,600.00	$3,600.00	$3,600.00	**$14,400.00**	
Printing, postage	1	annual	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	**$40,000.00**	
Language translation services (written and spoken)	1	annual	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	**$20,000.00**	
			Total, Other Costs	**$18,600.00**	**$18,600.00**	**$18,600.00**	**$18,600.00**	**$74,400.00**	
Indirects									
Indirect cost rate agreement				$0.00	$0.00	$0.00	$0.00	**$0.00**	
De minimis				$0.00	$0.00	$0.00	$0.00	**$0.00**	
				$0.00	$0.00	$0.00	$0.00	**$0.00**	
				$0.00	$0.00	$0.00	$0.00	**$0.00**	
			Total, Indirects	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
				$72,196.36	**$219,504.00**	**$263,310.40**	**$234,988.48**	**$899,999.24**	

Building Policy Collaborative: Jurisdictional Subaward Scope of Work

Background

The Denver Regional Council of Governments (DRCOG) received a $199.7 million Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA) to develop a Building Decarbonization Program focused on reducing climate pollution from the building sector. Within this larger program lies the Building Policy Collaborative (BPC), a subprogram designed to support jurisdictions across the region in implementing new, above state minimum building energy codes and performance standards, permitting reform and other building policies.

As a part of this support, the BPC allocated $34.8 million as formula subawards across all jurisdictions in the DRCOG. The subawards support local jurisdictions by providing funding for new staff capacity, training and professional development related to decarbonization policies, enhancements to permitting processes, technical assistance on policy development and adoption, community engagement support, and any other activities designed to reduce climate pollution from the building sector.

This subaward is being awarded as a contract between DRCOG and the City of Littleton (hereafter referred to as “Littleton”) because it meets the requirements and eligible uses, as required by DRCOG and EPA, and will advance Power Ahead Colorado’s goals of reducing greenhouse gases from the built environment within our region. This scope of work (SOW) outlines the activities, processes, and deliverables related to the work that will be performed with this subaward.

Project Summary

In this project, Littleton will advance its energy efficiency and sustainability goals by providing the technical assistance necessary to conduct critical evaluations, develop tailored strategies, and draft policies that will have a lasting impact. With expert guidance, Littleton will be positioned to improve the energy performance of its residential housing stock, adopt and exceed the state's energy code, and explore new avenues for reducing embodied carbon in the construction sector. The success of these initiatives will contribute to a more sustainable, resilient Littleton that is better prepared to meet the challenges of climate change while providing a model for other cities to follow.

Project Goals

Littleton will work toward the following goals from this project:

- Increase staff capacity to manage this subaward and subsequent consultant and program management.
- Adopting, with possible exceedance, Colorado’s Low Energy and Carbon Code.
- Exploration of embodied carbon city ordinance
- Baseline energy performance evaluation for existing residential structures, including determining what percentage of city’s residential housing stock needs retrofits for more efficient heating/cooling, shift to heat pumps, and other to be determined methods to reach as close to net-zero by 2050 across all sectors.

Project Description & Deliverables

Using DRCOG subaward funding, Littleton will accomplish the following tasks:

Task 1. Project administration, reporting, and management. Work associated with this task will be performed primarily by the Energy and Sustainability Specialist with input

and participation from the project team and will carry over from year to year of the subaward period on a regular cadence in agreement with DRCOG. Activities will include essential project management, tracking staff time and preparing invoices for reimbursement from DRCOG, preparing project updates and attending update meetings with DRCOG.

Task 2. Increase Staffing: Due to limited staff capacity, Littleton will hire a full-time Energy and Sustainability Specialist to manage this subaward, program, and directly manage hired consultants. In this project, Littleton's Energy and Sustainability Specialist will engage with highly qualified consultants who possess the specialized knowledge required to assess energy performance, evaluate building codes, and provide input on ordinances that will drive meaningful change. These experts will work closely with city staff and leadership to provide critical policy recommendations, technical research, and data-driven strategies to ensure that the city's efforts to reduce energy consumption, improve building performance, and reduce GHG emissions are grounded in evidence and best practices.

Task 3. Policy Adoption: This task will include the adoption of the newly established Colorado Low Energy and Carbon Code, as well as the exploration of exceeding the state's energy code standards. Staff and consultants will assist the city in conducting a specific audit of existing codes and green building incentives to determine whether Littleton should explore adopting more stringent measures that exceed the state's requirements. Newly hired staff from this subaward and the consultants will help the city develop a comprehensive list of decarbonization opportunities and propose a set of metrics that can be used to evaluate the effectiveness of these strategies over time. Additionally, staff and consultants will help develop a compliance plan that integrates energy code requirements into the city's existing practices and outlines recommendations for the city to build capacity to keep up with future changes to building codes. Additionally, staff and consultants will assist in drafting ordinance language that will effectively address embodied carbon in building materials and construction practices. They will also help identify metrics for success and develop a monitoring and compliance plan to ensure that the ordinance is successfully implemented.

Task 4. Technical Assistance: Using DRCOG's BPC Research Program results, Littleton will evaluate energy performance in single-family homes and develop tailored strategies to reduce energy demand. Littleton will conduct a baseline analysis to quantify current energy use, identify inefficiencies, and set measurable reduction targets. This data will inform long-term strategies and potential policies—such as residential point-of-sale requirements—to support meaningful GHG reductions and improved energy efficiency citywide.

This task also includes assessing embodied carbon in Littleton's building sector and exploring a potential ordinance to reduce construction and demolition waste. Staff and a consultant will review best practices and identify opportunities for local implementation. They will work with the city to integrate embodied carbon considerations into the South Metro Waste Diversion Plan, aligning waste reduction efforts with broader carbon mitigation goals.

Task 5. Community Engagement: Wrapped into all tasks will be ongoing community engagement. Littleton plans to use funds to support the education and engagement of building owners, residents, and industry professionals to bring the community along with

proposed changes. Staff and hired external consultants will help our communications and economic development teams promote changes and bridge the gap in messaging to key stakeholders.

Annual Evaluation
As part of an annual evaluation of the subaward project conducted by DRCOG, the jurisdiction may submit modifications to its scope of work or budget or do so at the request of DRCOG. The jurisdiction shall propose in writing any adjustments to task activities, costs, deliverables, or delivery dates in the remaining term period. Changes may only be implemented upon written approval of DRCOG or, if any are deemed material by DRCOG, following an executed amendment.

Deliverable Table
Deliverables are subject to change and may be updated over time, subject to DRCOG approval. Please note that DRCOG reserves the right to deny reimbursement for costs that do not comply with subaward policies or fall outside the scope of eligible and approved uses. Furthermore, the timeline for some deliverables is dependent upon variables beyond staff control and may need to shift accordingly. During quarterly reporting with DRCOG, jurisdictional staff will address any task timelines that need to be adjusted.

Task	Deliverable	Anticipated Timeline
Ongoing across budget periods		
Task 1. Project Administration, Reporting & Management	Submit cost reporting and backup documentation	Monthly; due by the 15th for prior month costs
Task 1. Project Administration, Reporting & Management	Submit project narrative and meet with DRCOG to provide project updates	Quarterly: January 30, April 15, July 30, October 15
Task 1. Project Administration, Reporting & Management	Submit Annual QAPP Report	Annually
Budget Period 1: April 1, 2026 – December 31, 2026		
Task 2. Increase Staffing	Provide draft job description	Aug-26
Task 2. Increase Staffing	Provide ledger report and proof of hiring of new staff	Dec-26
Task 1. Project Administration, Reporting & Management	Submit 2027 Scope update, including updates tasks, deliverables, timeline, and budget plan	Oct-26
Budget Period 2: January 1, 2027 – December 31, 2027		
Task 3. Policy Adoption	Provide draft scope of work with residential energy analysis consultant	Mar-27
Task 3. Policy Adoption	Provide final contract and scope of work with residential energy analysis consultant	Jul-27
Task 5. Community Engagement	Provide draft scope of work for community engagement consultant	Jul-27

Task	Deliverable	Anticipated Timeline
Task 5. Community Engagement	Provide contract and scope of work for community engagement consultant	Dec-27
Task 1. Project Administration, Reporting & Management	Submit 2028 Scope update, including updates tasks, deliverables, timeline, and budget plan	Oct-27
Budget Period 3: January 1, 2028 – December 31, 2028		
Task 1. Project Administration, Reporting & Management	Submit 2029 Scope update, including updates tasks, deliverables, timeline, and budget plan	Oct-28
Budget Period 4: January 1, 2029 – September 30, 2029		
Task 1. Project Administration, Reporting & Management	Submit Subaward project final report	Sep-29

Staff Communication

File #: ID# 26-166, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Motion to approve minutes for the August 18, 2026, special meeting of Littleton City Council

Prepared by:	Wendy J. Shea-Tamag, Deputy 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 August 18, 2026, special meeting of City Council. I have also reviewed the video recording for the August 18, 2026, special 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.

PROPOSED MOTION:
I move to approve the minutes for the August 18, 2026, special meeting of City Council.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes - Draft

City Council

Tuesday, August 18, 2026 | **5:00 PM** | **Council Chamber**

Special Meeting & Executive Session

**** This special meeting is convened for the sole purpose of adjournment to an executive session ****

1. Roll Call

**** Council Members Henderson and Zink arrived at adjournment to the Executive Session and were participants in that session ****

Present: 6 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Stillwell and Council Member Zink

Absent: 1 - Council Member Reichardt

2. Motion to Adjourn to an Executive Session

Mayor Schlachter moved and Council Member Stillwell seconded to adjourn to an Executive Session pursuant to C.R.S. 24-6-402(4)(f)(I), and Article III Section 27 of the City Charter for purpose of discussing performance evaluation process for the city manager, city attorney, and municipal judge. The vote is 4-0. The motion carries.

Council Members Henderson and Zink were present for the Executive Session, however were absent for the vote to adjourn

Aye: 4 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove and Council Member Stillwell

Absent: 3 - Council Member Henderson, Council Member Reichardt and Council Member Zink

3. Adjournment

Mayor Schlachter adjourned the special session at 6:30p.m.

Staff Communication

File #: ID# 26-167, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Motion to approve minutes for the August 18, 2026, regular meeting of Littleton City Council

Prepared by:	Wendy J. Shea-Tamag, Deputy 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 August 18, 2026, regular meeting of City Council. I have also reviewed the video recording for the August 18, 2026, 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.

PROPOSED MOTION:
I move to approve the minutes for the August 18, 2026, regular meeting of City Council.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes - Draft

City Council

Tuesday, August 18, 2026 | **6:30 PM** | **Council Chamber**

Regular Meeting (Start time is approximate - follows Executive Session)

1. Roll Call

Present: 6 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Stillwell and Council Member Zink

Absent: 1 - Council Member Reichardt

2. Pledge of Allegiance

3. Approval of Agenda

4. Scheduled Appearances and Presentations - None

5. Proclamations

a) ID# 26-161 Mayoral Proclamations

6. Public Comment

Jennifer Carlton, Dist. III – Housing/Urbanization/Resident feedback/boards & commissions

Sandy Blaha, Dist. II – Be Smart for Kids/Gun safety

Regan Benson – Colleen Norton/Homeless/501C3/Body worn camera fees

Liz Finney, Dist. II – Elati Street Corridor Study-opposed

Jane Brennan, Dist. IV - National Night Out/Elati Street

Candice Rutledge, Littleton - Meeting with victim's advocate

Teresa Tucker, Dist. III - Safer Streets issues

Steve Barr, Dist. III - Support environmental sustainability in Littleton/Affordability-water rates

Greg Sullivan, Dist. IV – 32 Gas Pumps at Costco

Pam Chadbourne, Dist. I – Housing/ESB/co-responders

Kim Caufield, Dist. III - Communication with public

Di Collingwood, Jovial Concepts - Fall at WWW-PD & EMT response

7. Comments / Reports

a) Council Members

Council Member Stillwell - Reminder that school has started. Participated in the Western Welcome Week parade with his girls on the Council float. Attended an celebration at Libby Bortz Assisted Living, held in honor of a deployed soldier. Recognized Chief Enley as the new Littleton Police Chief. Went to the grand openings for a couple of local businesses: Momma's Kitchen and Tonic Zero Proof Bar. Recognized the passage of Liam Stewart School Zone Act.

Council Member Grove - Attended the Littleton Boulevard Charrette, a working session with community members and stakeholders. Attended the Wine Walks downtown; encouraged folks to participate. National Night Out went well; was able to attend six (6) neighborhood parties. Attended Welcome Week Parade.

Council Member Henderson - Thanked members of the public who attended the meeting and shared during Public Comment. Appreciates people coming to Bemis Public Library for office hours with her and Mayor Pro Tem Peters. Thanked people for reaching out to her with questions, and reminded citizens that council is always easily accessible. Attended National Night Out and was happy to connect with folks. There is a Meet, Greet & Eat at Southbridge Park tomorrow night between 4:00pm-6:00pm. Please be patient with all of the road construction happening because it will lead to better infrastructure.

Council Member Zink - Western Welcome Week was fantastic. Encouraged people to see the new Spider Man movie. The Arts & Culture Board met last Thursday; Invested a lot of work into consideration for how Lodger's Tax funding. Pleased to hear about Be SMART gun safety tonight. Happy that House Bill 26-1318, the Liam Stewart School Zone Act, passed. Thanked the Stewart family for their strength and advocacy.

Mayor Pro Tem Peters - Attended a very informative event at the Buck Center last week regarding the Colorado Connector (CoCo) Train. Shout out to Officer Redmond who spoke to her son about his e-bike and certified it as a legal class 2 bike. Encouraged parents to let their kids ride legal e-bikes to school. Thanked Brent Soderlin, Public Works Director, for filling in a pond with extra dirt from a different project to stop the odor and other problems from the dried up pond. Received a "Thank You" from the president of Trailmark HOA for the Police Department for coming to their National Night Out.

b) Mayor

Asked the City Manager to give a summary on housing units currently planned in the city. Provided clarification on Ordinance 17-2026 on consent tonight. Attended the South Metro Denver Realtors Association Meet the Mayor's luncheon to discuss what's happening in each of our communities. Attended and spoke at the Colorado Connector Town Hall last week and taped a promotional video for that. Was interviewed by 9News regarding the proposed gates in the town of Bow Mar. Last week attended the Atlantik-Brücke Organization Exchange at the German American Young Leaders Conference where Mayor's discussed things going on in their

communities which anchors Germany with North America. Judged the Western Welcome Week stick horse race. Spoke at the opening night at WWW concert. Missed the WWW parade by being in Philadelphia for the Mayor's Institute on City Design; each mayor presented a topic. Also encouraged everyone to secure their guns based on the advice from Be SMART. Go to their website at besmartforkids.com for more information.

c) City Manager

In partnership with South Metro Housing, the city has facilitated 125 new affordable units in two different communities. Also assisted in remodeling affordable units in other projects. Amenable to updating the public on housing in Littleton periodically. Thanked folks for providing feedback on the Elati Corridor Study. Findings of the Charrette regarding Blueprint Boulevard will be coming out soon. Formally introduced the new Police Chief, Gene Enley. There is a formal appointment tomorrow at 2:00p.m.

d) City Attorney

Regarding gun safety, the City of Littleton was one of the first city's in the state of Colorado and the nation to adopt gun safety regulations for businesses selling firearms. This year the state passed HB26-1126 adopting a lot of what the city already adopted 5 years ago. Bow Mar is proposing putting up gates in their city which would allow only Bow Mar residents to use the gates and roads within Bow Mar. The city of Littleton is opposed to the gates because the streets are public streets as part of the regional transportation network. We are seeking a resolution to the situation by meeting with representatives of Bow Mar. Will update after the meeting and provide clarity.

8. Consent Agenda Items

Consent agenda items can be adopted by a simple motion. All ordinances must be read by title prior to a vote on the motion. Any consent agenda item may be removed at the request of a council member.

a) Resolution 53-2026 — Resolution 53-2026: Approving the first amendment to an Intergovernmental Agreement (IGA) with the City of Englewood for the provision of a shared green business program

approved

b) **Ordinance 17-2026** — Ordinance 17-2026: An ordinance on second reading amending the city code, Title 9, Chapter 1, approving a maximum lawful speed limit of 25 miles per hour within the city limits of Littleton, unless otherwise posted

approved on first reading

c) Resolution 54-2026 — Resolution 54-2026: Approving a Memorandum of Understanding between SungateKids Advocacy Center, Littleton Police Department, and various Arapahoe County agencies

approved

d) Resolution 55-2026 — Resolution 55-2026: Approving a Construction Contract with Chavez Construction for the 2026 Mill & Overlay Project, City Project No. 26-03

approved

e) Resolution 56-2026 — Resolution 56-2026: Approving an Intergovernmental Agreement between the City of Littleton and the City of Englewood, regarding a Financial Contribution for Constructing the 2026 Surface Sealing Project

approved

f) ID# 26-156 — Motion to approve minutes for the July 21, 2026, regular meeting of Littleton City Council

approved

Approval of the Consent Agenda

Mayor Pro Tem Peters moved and Council Member Grove seconded to approve the consent agenda, items a through f. The vote is 6-0. The motion carries.

Aye: 6 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Stillwell and Council Member Zink

Absent: 1 - Council Member Reichardt

9. General Business

a) ID# 26-154 — Hauler Licensing and Equal Space Ordinance Proposal Discussion

10. Ordinances on Second Reading and Public Hearings - None

11. Adjournment

Mayor Schlachter adjourned the meeting at 8:28p.m.

Staff Communication

File #: ID# 26-165, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Elati Street Corridor Study update

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities
	Shane Roberts, Senior Transportation Planner
Presentations:	Shane Roberts, Senior Transportation Planner
	Kenna Davis, Senior Transportation Planner
	Shaida Libhart, Senior Transportation Planner, HDR

PURPOSE:
A project update on the Elati Street Corridor Study summarizing the study findings and next steps to make safety and multimodal upgrades to the corridor. The purpose of this item is to seek Council direction on the preferred implementation option.

LONG-TERM OUTCOME(S) SERVED:
Safe Community; High-Quality Governance

DISCUSSION:
In 2025 and 2026, through the Elati Street Corridor Study, the City of Littleton's Transportation Team worked with consultant HDR to conduct an existing conditions assessment of the Elati Street corridor, identify corridor issues, needs, and goals, create and evaluate alternatives, develop and design implementation concepts, and engage community members to inform the final recommendation through three phases of engagement. Staff will present the recommended implementation option and Phase 3 community engagement results and will be asking for Council's direction on advancing the implementation approach for the Elati Street Corridor Study.

BACKGROUND:
Safer Streets Littleton started in 2024 as a response to both a community tragedy and growing resident desire for mobility choice. The program focuses on neighborhood safety and mobility. Safer Streets Littleton takes a multifaceted approach to advancing safety through citywide planning, pilot & quick-build installations, corridor studies, and education & outreach.

The Elati Corridor Study is the first Safer Streets Littleton corridor study, kicking off in in 2025. The first phase of public engagement was conducted in Summer 2025 with a self-guided online public meeting to learn how people use Elati Streets and what key issues need to be addressed through this project. The second phase of public engagement was conducted in Fall 2025 with a self-guided online public meeting and walk audit along the corridor. This phase of engagement focused on three potential long-term visions for the corridor-one focused on pedestrians, one on cyclists, and one on a shared-use path. The third phase of public engagement

included an in-person open house and live demonstration of the potential retrofit for the corridor and focused on three different paths for implementation. The team also worked with Heritage High School student ambassadors throughout the first two phases of the project to promote the project and gather additional community feedback; students received a letter of recommendation at the conclusion of their participation in the project. The Elati Corridor Study serves as a foundation for future corridor studies, both in the technical analysis and the implementation of the study.

The three implementation concepts developed through the study are:

- **Option A: Traffic Calming Only ($480,000)**: Traffic calming improvements include speed cushions, raised crossings and intersections, Rectangular Rapid Flashing Beacons (RRFBs), narrowing existing street crossings with bulb outs, and potentially replacing traffic circles with standard intersections with bulb outs. Implementation would be funded through Safer Streets Littleton and align with the 2028 pavement project.
- **Option B: Traffic Calming and Retrofit ($560,000-$1,112,000)**: Reallocating existing street space to include a protected non-vehicular shared space along the west side of the corridor. Improvements also include the traffic calming elements identified in Option A. Implementation would be funded through Safer Streets Littleton and align with the 2028 pavement project. Project cost does not include Option A - the total for Option A + B would be up to $1.2 million.
- **Option C: Reconstruct Corridor ($14.6 million):** Full rebuild to create a new street configuration. This includes construction of a shared-use path on the west side with a landscaped buffer, a rebuilt roadway, and a wider sidewalk on the east side. Improvements also include the traffic calming elements identified in Option A. Implementation timeline to be determined with funding, including availability of grants, debt, and other financing options. Timeline would likely be 10+ years.

Prior Actions or Discussions

No prior Council action, though staff has provided updates as a part of Safer Streets Littleton program updates.

FISCAL IMPACTS:

Options A and B can be budgeted within the existing Safer Streets Littleton program and/or capital budget. However, Option C would require a much larger budget and either redirection of current capital funds or programming of future capital funds to construct the project. Options for funding may also include debt or grant funds, though Elati is a lower volume street which is not typically eligible for most transportation grant opportunities.

STAFF RECOMMENDATION:

Staff is seeking council direction on the preferred implementation option. Based on public engagement, staff recommend pursuing Option B, the retrofit implementation along with traffic calming. This would be in line with the study vision of the shared-use path, allow for quicker implementation, and can achieve a similar result for a much lower cost.

ALTERNATIVES:

Council could choose Option A, which would make some safety improvements but not allow for safer walking and biking on the corridor, or Option C, which would provide the best benefit for mobility and safety but require a significant expenditure.

powered by Legistar™

Elati Street Corridor Study Council Briefing

SAFER STREETS
ELATI STREET
Corridor Study
Littleton

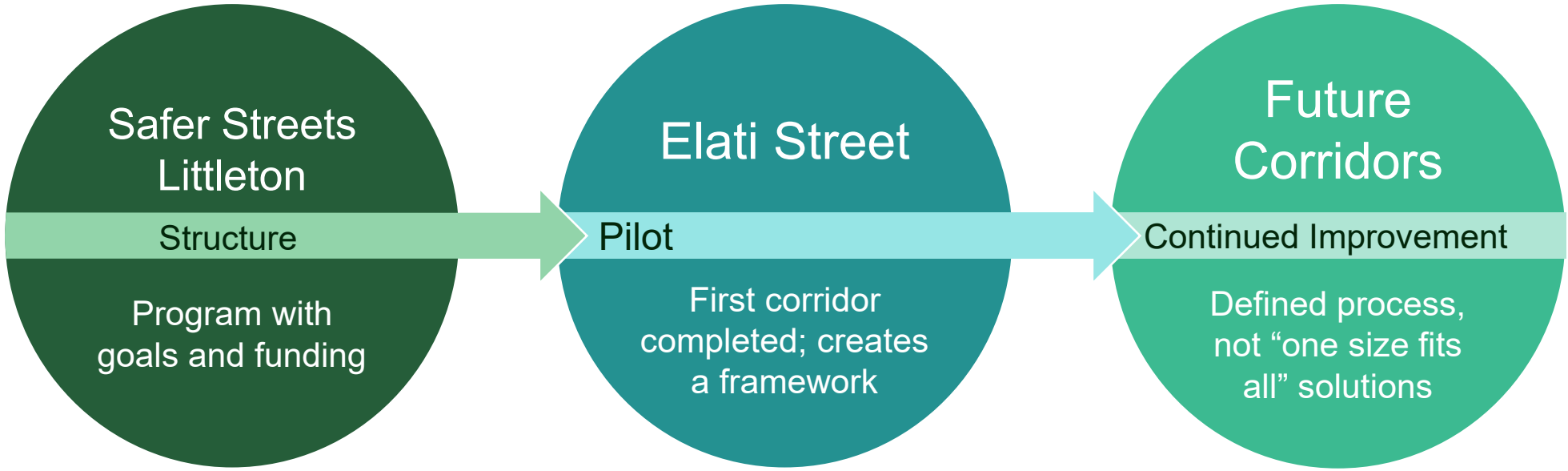
Briefing Agenda

- Introductions
- Presentation Outcomes
- Study Overview
- Implementation Recommendation
- Questions & Discussion

Desired Outcome

This Evening Staff Hopes to…

Receive Council's direction on advancing the implementation approach for the Elati Street Corridor Study.



Study Overview

Safer Streets Littleton History

Program History

- Started in 2024 as a response to both a community tragedy and growing resident desire for mobility choice

Focus on Neighborhood Safety & Mobility

- Implementation projects are limited to local streets & neighborhood connectors

Guided by Four Focus Areas

- Resources & Collaboration
- Culture Change
- Data-Driven Decision-Making
- People-First Streets

Multifaceted Approach

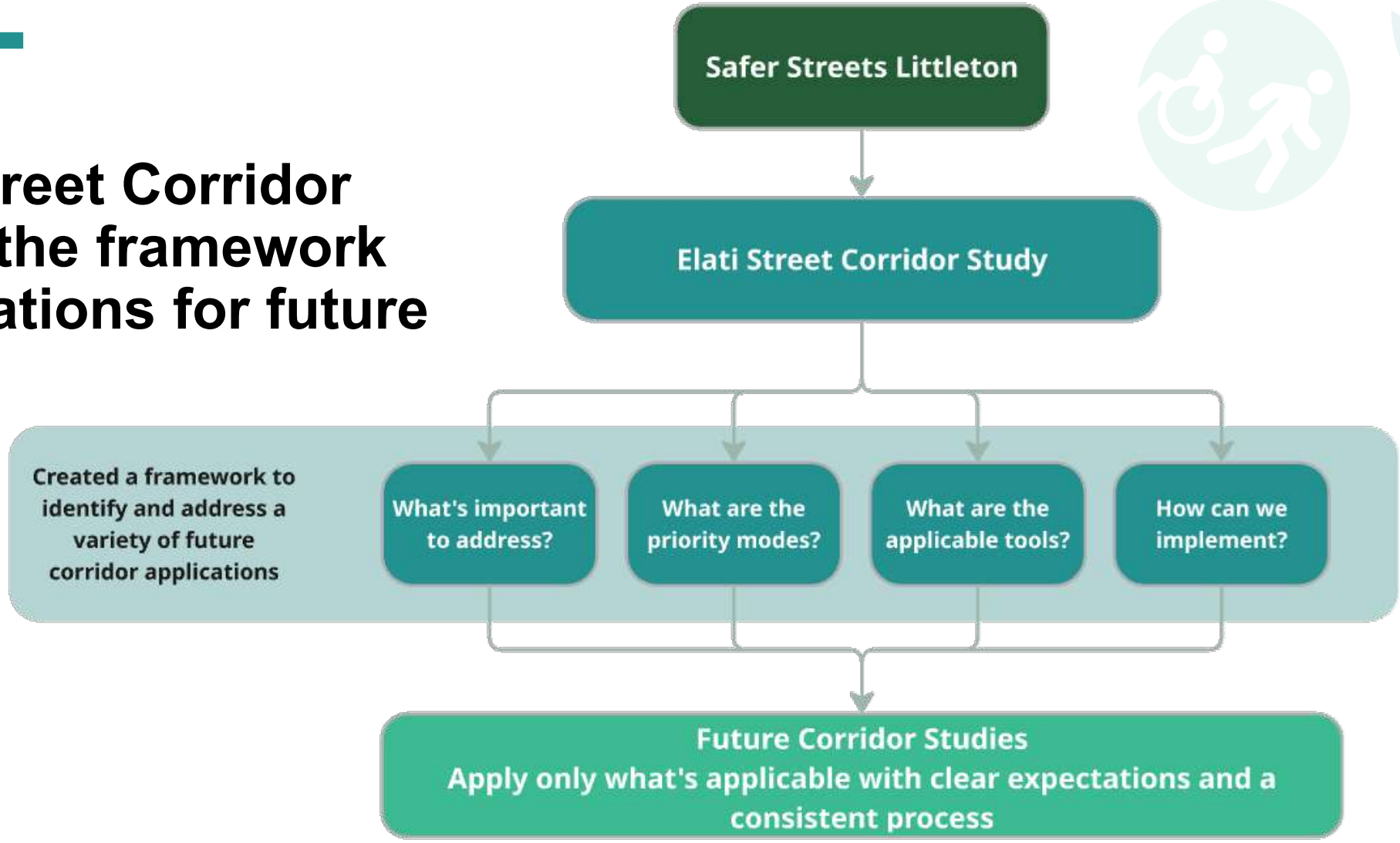
- Citywide Planning
- Pilot & Quick-build Installations
- Corridor Studies
- Education & Outreach

Builds Toward Permanent Investments

- Identify Issue
- Apply best practice solutions
- Evaluate & iterate
- Invest long-term

Part of a Larger Program

The Elati Street Corridor Study sets the framework and expectations for future efforts



Elati Street Corridor Study Process

Step 1:
Identify corridor issues, needs, and goals

Step 3:
Develop Implementation Concepts

Step 5:
Community Confirmation and Final Report

Step 2:
Create and Evaluate Corridor Alternatives

Step 4: Concept Design
Develop Quick-Build and Concept Design

Case for Action

1. Safety Must Be Addressed as the Top Priority

2. Slower Vehicle Speeds and Traffic Calming Are Needed

3. Expand and Protect Active Transportation Infrastructure

4. Preserve Neighborhood Character While Improving Access

5. Support Community Health and Connectivity

Survey responses:

91% agree that Elati Street should be safe for people of all ages.

67% are likely to walk more if traffic was slowed.

Roughly 50% want wider sidewalks and 48% said that protected bike lanes would make them more likely to ride.

Residents identified narrower roadways, better landscaping, and context-sensitive design as desirable.

28% already walk daily, and 54% of area trips are under 4 miles.

Public Engagement Overview

Round 1

Existing Conditions

Events Attended: 4

Online Activity: 654 visitors

Survey Responses: 198

Purpose:
Understand how people travel today and how they want Elati Street improved

Round 2

Corridor Vision

Events Attended: 3

Online Activity: 2,088 visitors

Survey Responses: 410

Community Walk Audit: 40+

Purpose:

Identify preferred option, improvement types, and tradeoffs

Round 3

Implementation

Open House: 60+ Attendees

Online Activity: 744 visitors

Survey Responses: 199

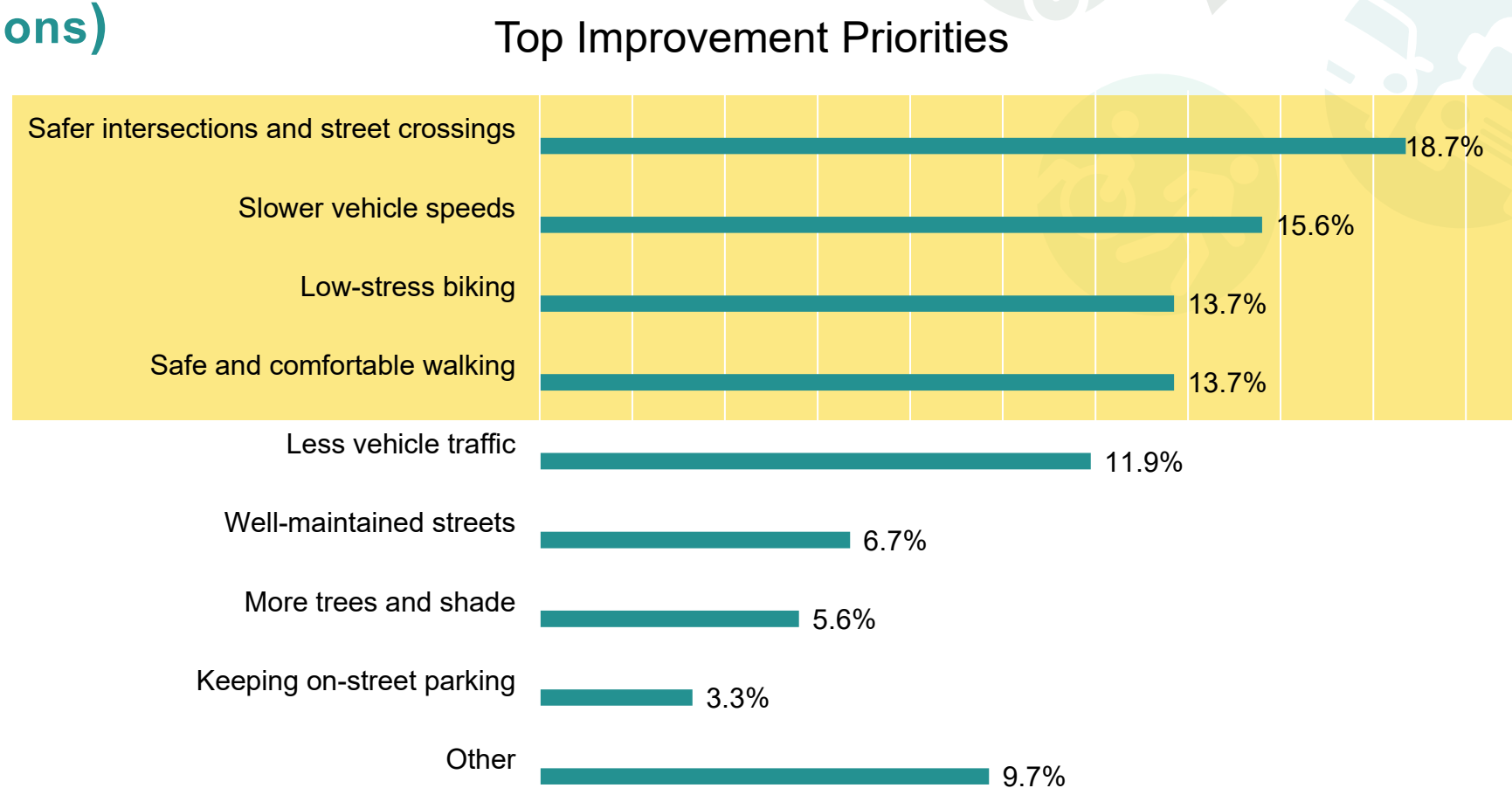
Purpose:
Identify preferences for implementation and materials

Added to the original project scope

Engagement Summary

(Round 1: Existing Conditions)

- Safety concerns center on vulnerable users, not just traffic flow
- Residents want to calm traffic speeds
- Desire to improve walking and biking



74%

strongly agree Elati Street should be safe for people of all ages

The traffic circles have to go

Slow down traffic!

SAFER STREETS ELATI STREET Corridor Study

Engagement Summary

(Round 2 : Corridor Vision)

OPTION 1
Shared Path Corridor
Preferred Option

DESIGN TRADEOFFS

Pedestrian focus	Bicycle focus
Neighborhood feel	Infrastructure
Lower cost	Higher cost
Shared facilities	Separated facilities

KEY FEATURES

- 8-12 ft shared use path (west side)
- 5-6 ft sidewalk (east side)
- 4-6 ft landscaped buffer (west side)

44% community support

162.5 evaluation score

OPTION 2
Bicycle-Focused Corridor

DESIGN TRADEOFFS

Pedestrian focus	Bicycle focus
Neighborhood feel	Infrastructure
Lower cost	Higher cost
Shared facilities	Separated facilities

KEY FEATURES

- 10-12 ft two-way cycle track and buffer
- 5-6 ft sidewalk on both sides
- No landscaped buffer

24% community support

142.8 evaluation score

OPTION 3
Pedestrian-Focused Corridor

DESIGN TRADEOFFS

Pedestrian focus	Bicycle focus
Neighborhood feel	Infrastructure
Lower cost	Higher cost
Shared facilities	Separated facilities

KEY FEATURES

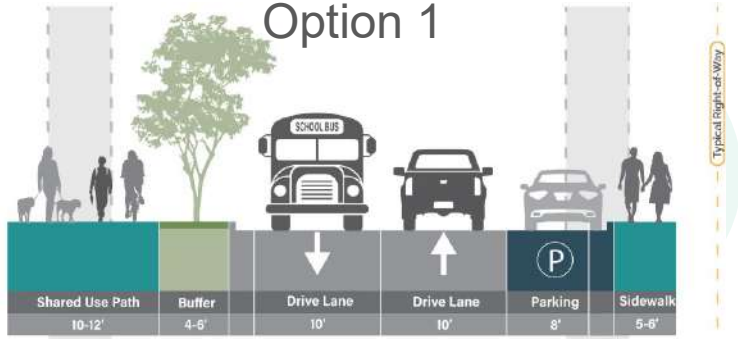
- 6-8 ft sidewalk on both sides
- 4-6 ft landscaped buffer on both sides
- No designated bike facility

14% community support

121.6 evaluation score

All options include a similar level of traffic calming treatments

Option 1



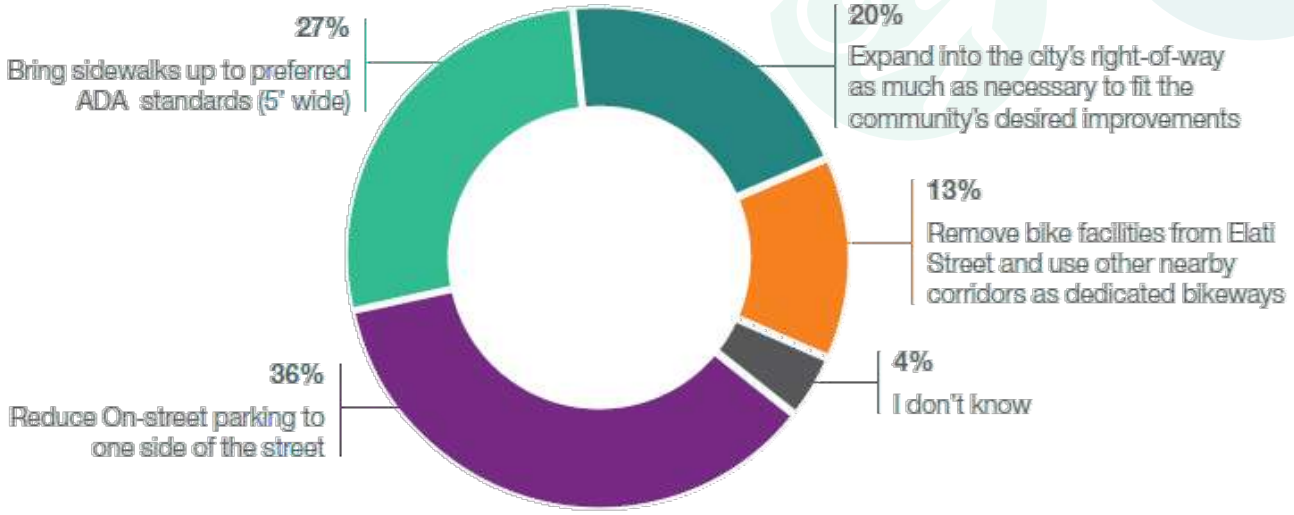
Option 2

Option 3

Engagement Summary

(Round 2 : Corridor Vision)

- Preferred tradeoffs include reducing on-street parking and bringing sidewalks up to 5’ wide
- Support for the Shared Path option is strongest away from the corridor (47% in nearby neighborhoods vs. 32% for on-corridor residents)
- Corridor residents have a greater desire (64% vs. 44%) for more “permanent” looking materials than all survey respondents.



53%
Would like amenities like street trees, landscaping, and lighting along Elati Street

“I do not want temporary solutions”

44% of all respondents

64% of all respondents who live along Elati Street

Options Scoring

Each alternative was scored using a two-part method:

Quantitative: based on how well specific treatments applied are expected to perform

- (Littleton experience, FHWA countermeasures, NACTO, AASHTO)

+

Qualitative: based on professional judgment against the goals

- Scoring criteria were built directly from the Littleton TMP's goals and Feasibility
  - (ROW, community and agency support)
- Community input shaped criteria weighting

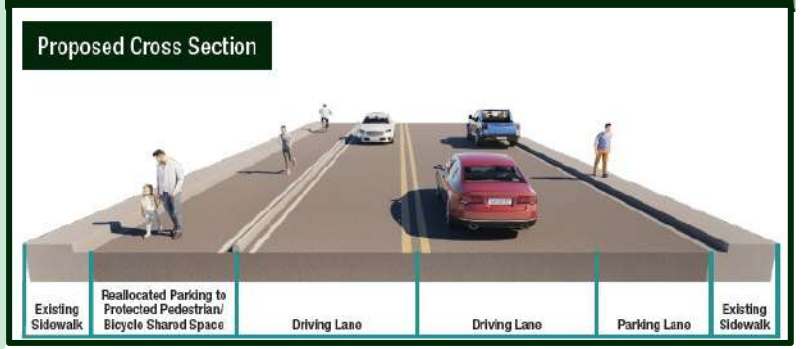
Three Paths Forward

Implementation can be scaled and phased

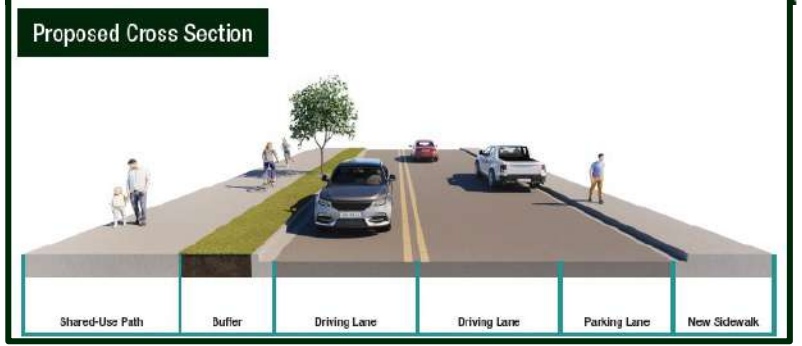
Options:	A	B	C
Opportunity for quick action	✓	✓	
Long-term vision			✓
Improvements apply to full corridor	✓	✓	✓
Additional parking coordination needed		✓	✓

OPTION A:
Traffic Calming Only

OPTION B:
Traffic Calming + Retrofit



OPTION C:
Reconstruct Corridor



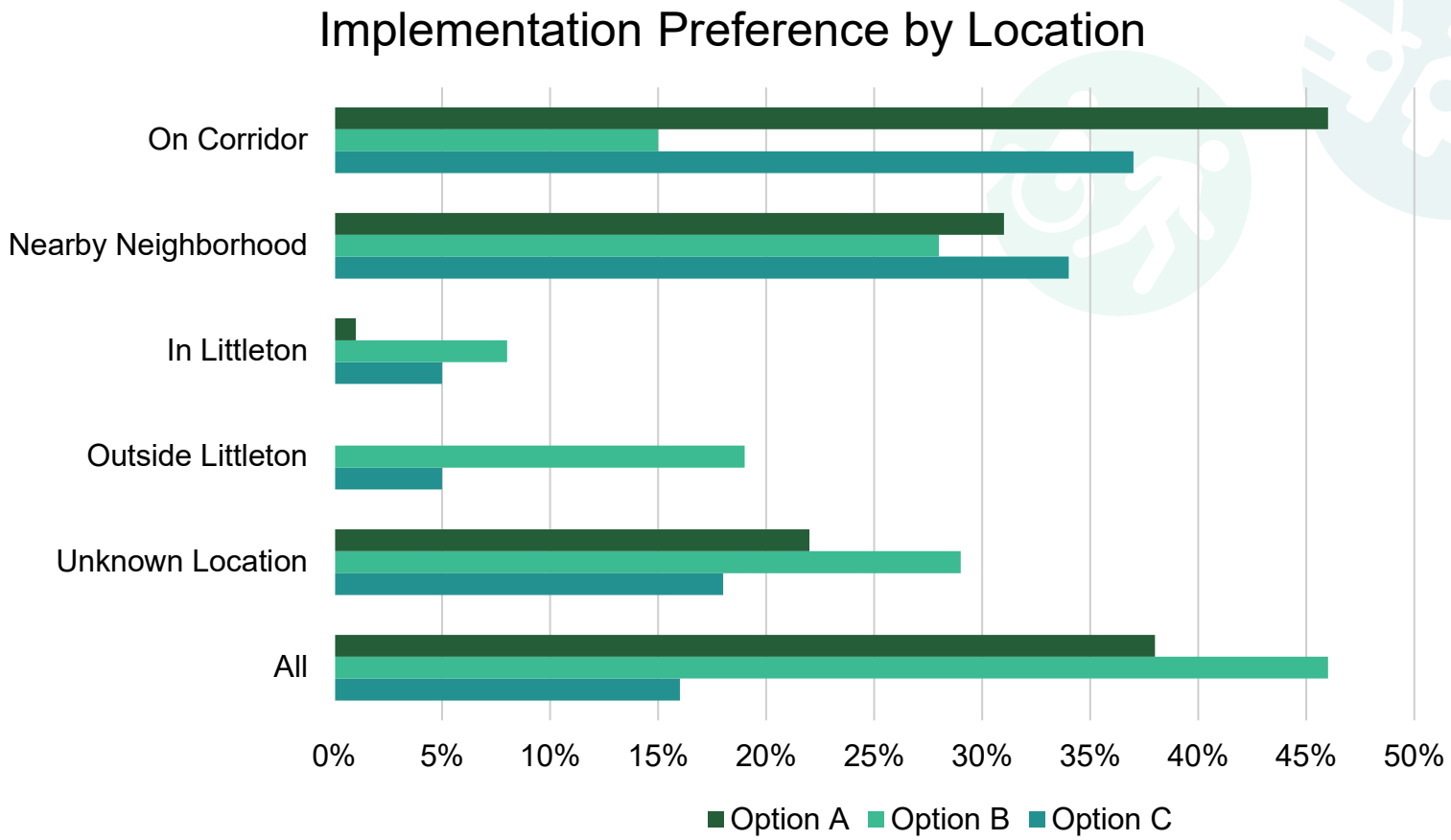
Three Paths Forward

Implementation Option	Cost	Timing	Key Considerations
A: Traffic Calming	$480,000	Complete in 2028	• Can occur with 2028 pavement project • Leverages existing Traffic Calming tools
B: Retrofit + Traffic Calming	$639,000 – $1,112,000	Complete in 2028	• Coordinated with 2028 pavement project • Options for retrofit materials • Parking considerations to be worked through with design and property owner coordination
C: Reconstruction	$14,618,000	2035+	• Dependent on funding • Parking considerations to be worked through with design and property owner coordination

Engagement Summary

(Round 3: Implementation)

- Option A: Traffic calming is the preference of corridor residents
- Option B is the preference for all community responses
- Multiple comments indicate that Option C is a preference, but the community cannot wait that long for improvements



46%

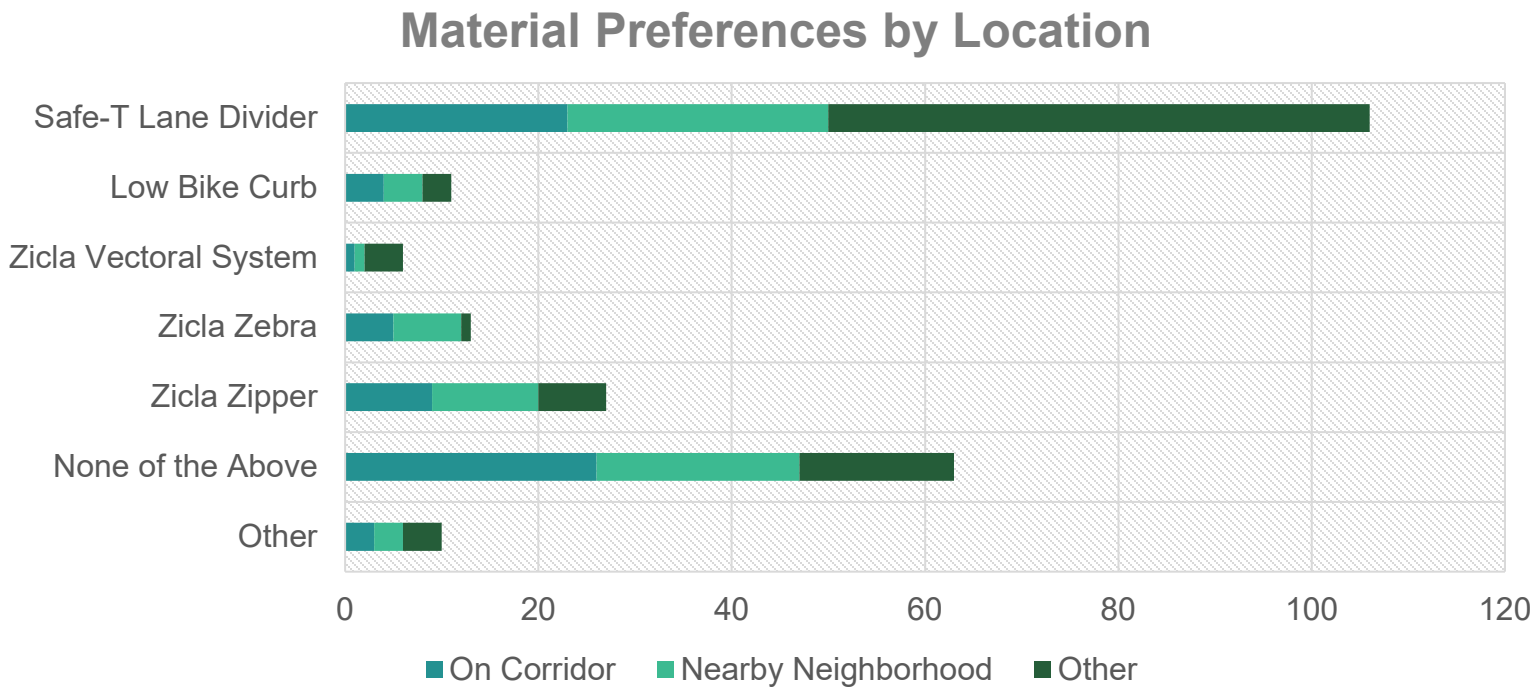
of respondents preferred Option B

I prefer option C – however, with the timeline potentially estimated at 10+ years, I'm not sure this will move the needle... I think B is a good compromise to achieve the goal.

SAFER STREETS ELATI STREET Corridor Study

Engagement Summary (Round 3)

- Desired buffer material was the Safe-T Lane Divider (60%)
- Corridor Residents want “Other/None” for materials or the Safe-T Lane Divider
- South of Euclid Ave is the preference to implement for safe school access



Implementation Recommendation

Staff Recommendation: Option B (Traffic Calming + Retrofit)

Staff recommends:

- Continuing with the Shared Path Corridor Vision
- Implement Traffic Calming & the Retrofit in the near-term
- Leveraging the pavement project to reduce costs
- This iterative step allows staff to assess impacts and benefits to be applied to future corridor efforts and implementation opportunities

Traffic Calming Components and Locations

A – Speed Cushions

B – Raised Intersection

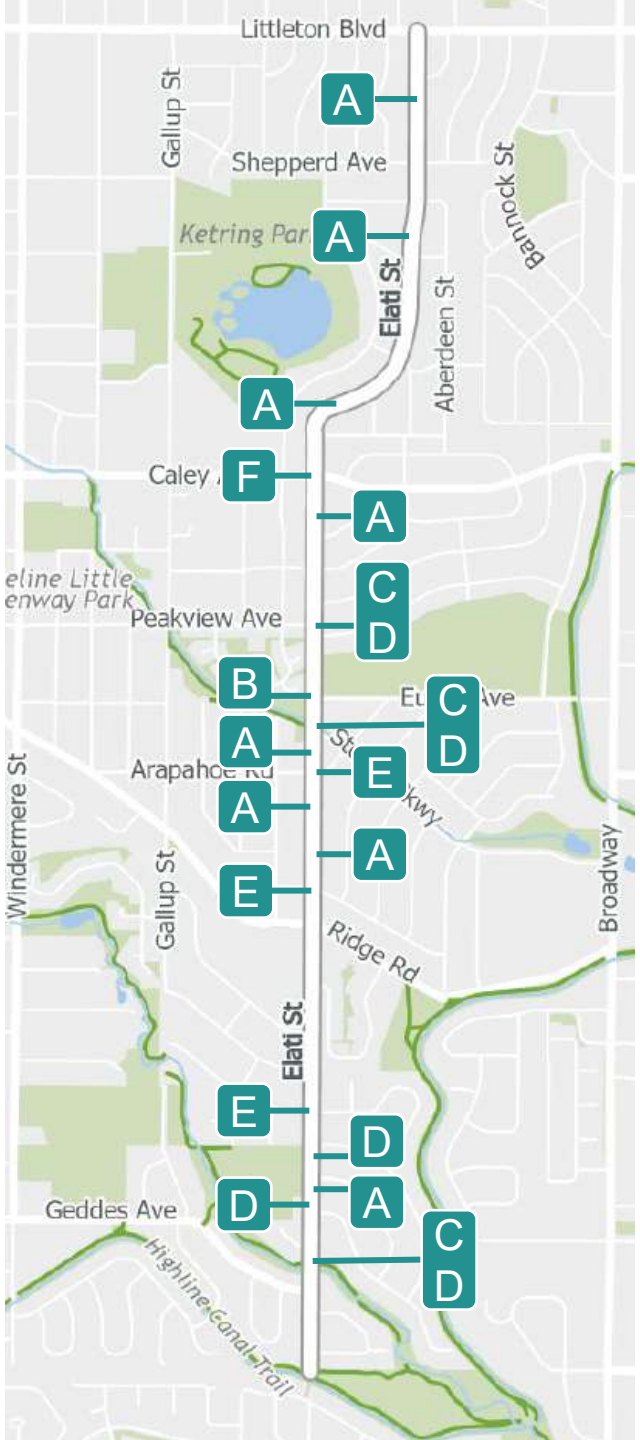
C – Raised Crossing

D – RRFB

E – Traffic Circle Removal

F – Explore All Way Stop

Additional ADA and pedestrian intersection improvements included



Speed Cushions

Directional Curb Ramps

Raised Intersection

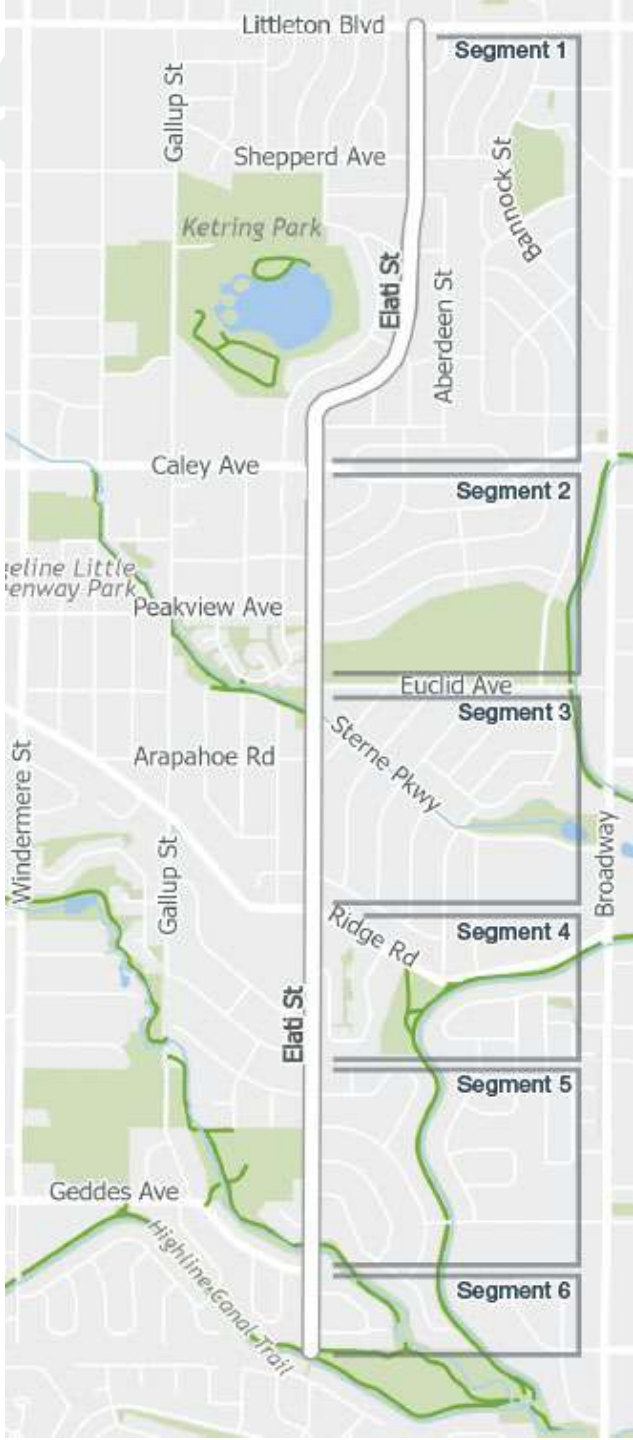
Curb Extensions

Raised Pedestrian Crossing

SAFER STREETS
ELATI STREET
Corridor Study

Where the Retrofit Applies

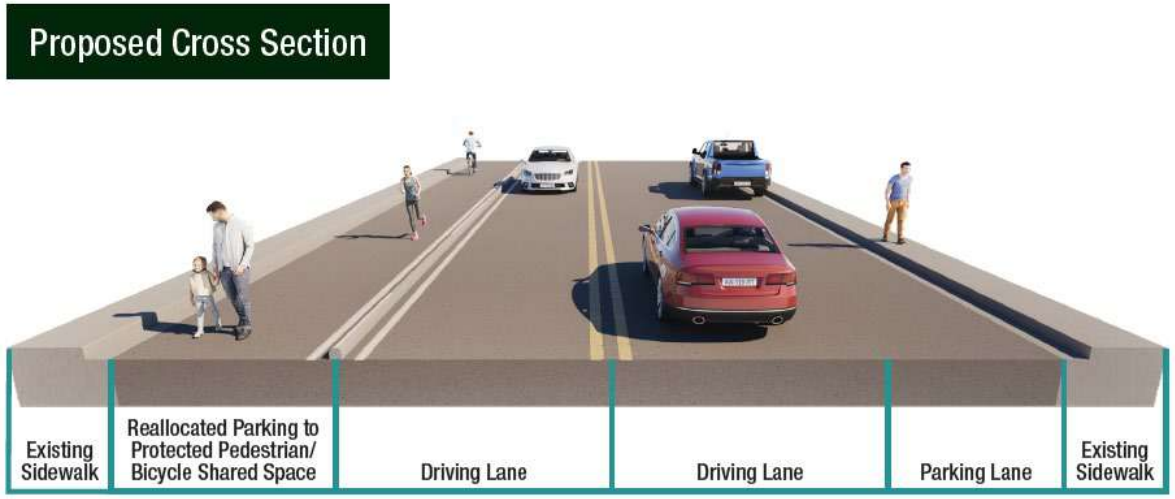
- **2028 paving program provides opportunity for near-term improvements**
- **Political and community desires for early improvements**
- **Allows for pilot testing and refinements based on data and feedback**



Moving Forward with Option B

Key changes include:

- Restriping of west side for a 10–12-foot protected shared pedestrian/bicycle space
- Physical buffer between shared path and travel lane using vertical separation materials (subject to community material preference)
- Parking consolidated to east side; estimated 67% of total existing spaces retained
- Shared space implemented south of Caley Avenue where pavement width allows
- Coordination with 2028 pavement project to reduce cost and disruption



Cost Estimate: $ 639,000 - $1,112,000

(In addition to the cost of the pavement portion of the project)

Next Steps

Based on Council's direction, staff will:

- Fall 2026 – Finalize Corridor Study Materials
- Winter 2026 – Start solicitation for engineering design
- Winter 2027 – Finalize engineering design
- Spring 2028 – Begin to construct traffic calming & retrofit

Key Questions for Council Discussion

1. Council opinions on Implementation Option B (traffic calming + retrofit) as the working direction/likely path forward?

2. Does this set the right tone and precedent for the rest of Safer Streets Littleton?

Thank You!

Staff Communication

File #: Ordinance 17-2026, **Version:** 2

Agenda Date: 09/01/2026

Subject:
Ordinance 17-2026: An ordinance on second reading amending the city code, Title 9, Chapter 1, approving a maximum lawful speed limit of 25 miles per hour within the city limits of Littleton, unless otherwise posted

From:	James L. Becklenberg, City Manager
Prepared by:	Mike Gent, Deputy City Manager
Presentations:	Reid Betzing, City Attorney

PURPOSE:
City Council has consistently prioritized advancing traffic safety for all users of Littleton's transportation network. Reducing the speed of vehicles enhances safety by lowering both the frequency and severity of traffic accidents.

LONG-TERM OUTCOME(S) SERVED:
Safe Community

DISCUSSION:
The City of Littleton has adopted in municipal code the 2024 edition of the "Model Traffic Code" for Colorado municipalities which specifies the speed limit for different types of roadways, including 30 miles per hour on residential roads. The Model Traffic Code also includes a provision empowering cities to adopt by ordinance their own maximum lawful speed limits.

BACKGROUND:
The concept of lowering the default speed limit within city limits has been discussed by members of city council for several years. This discussion evolved into a council priority in 2026, coming out of the city council retreat held February 27-28 and then further refined during the April 7th regular city council meeting.

Prior Actions or Discussions
The Transportation & Mobility Board's discussions have mirrored the city council's discussions and they share the priority of enhancing safety on Littleton's streets.

This ordinance passed on first reading on August 18, 2026.

FISCAL IMPACTS:
City Council adopting an ordinance establishing a default speed limit of 25 miles per hour within city limits, unless otherwise posted, requires limited resources that can be accommodated within the existing budget.

STAFF RECOMMENDATION:

City staff is supportive of city council considering this ordinance in 2026, while staff continues to work on updating the Transportation Master Plan including advancing an overall review of speed limits throughout the city, which could support a further decrease of this default speed limit in 2027.

ALTERNATIVES:
Council can maintain current conditions until 2027 when the speed limit analysis is complete and changes can then be made in coordination with other strategies that support decreased speeds on Littleton's streets.

PROPOSED MOTION:
I move to approve Ordinance 17-2026 on second reading amending the city code, Title 9, Chapter 1, approving a maximum lawful speed limit of 25 miles per hour within the city limits of Littleton, unless otherwise posted.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 17

Series, 2026

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, AMENDING TITLE 9, TRAFFIC REGULATIONS, CHAPTER 1, TRAFFIC CODE, SECTION 1(B) AMENDMENTS APPROVING A MAXIMUM LAWFUL SPEED LIMIT OF 25 MILES PER HOUR WITHIN THE CITY LIMITS OF LITTLETON, UNLESS OTHERWISE POSTED

WHEREAS, the City of Littleton ("City") is authorized, pursuant to C.R.S. §§ 31-15-401 and 42-4-110(1)(b), to adopt and enforce police power regulations in furtherance of the health, safety, and welfare of its citizens, and specifically, to adopt a model traffic code that encompasses the rules of the road and vehicle requirements set forth in Article 4 of Title 42, C.R.S.; and;

WHEREAS, the City of Littleton has adopted the 2024 version of the Model Traffic Code which the Colorado Department of Transportation has published regularly, which is modeled after the applicable state statutes and adopted by municipalities to ensure the uniformity and standardization of traffic regulations throughout the state; and

WHEREAS, pursuant to Colorado Revised Statute (C.R.S.) § 42-4-111(1)(i), local authorities are authorized to exercise police power over the streets and highways under their jurisdiction by altering or establishing speed limits, consistent with state law; and

WHEREAS, the MTC as adopted by the City of Littleton currently sets the maximum lawful speed limit in residence district in the City at thirty (30) miles per hour; and

WHEREAS, City Council wishes to continue its Council Priority of Safer Streets in the City of Littleton by reducing the default speed limit from 30 M.P.H., to 25 M.P.H. unless otherwise posted in residence districts.

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

Section 1: Title 9, Chapter 1, Section 1(B) of the Littleton City Code is hereby amended as follows:

9-1-1(B) AMENDMENTS:

Section 1101(2) of the Model Traffic Code is hereby amended to read as follows:

(2) Except when a special hazard exists that requires a lower speed, the following speeds shall be lawful:

(a) Twenty miles per hour on narrow, winding mountain highways or on blind curves;

(b) Twenty-five miles per hour in any business district, as defined in section 42-1-102(11);

(c) TWENTY-FIVE miles per hour in any residence district, as defined in section 42-1-102(80);

(d) Forty miles per hour on open mountain highways;

(e) Forty-five miles per hour for all single rear axle vehicles in the business of transporting trash that exceed twenty thousand pounds, where higher speeds are posted, when said vehicle is loaded as an exempted vehicle pursuant to section 507(3);

(f) Fifty-five miles per hour on other open highways which are not on the interstate system, as defined in section 43-2-101(2), and are not surfaced, four-lane freeways or expressways;

(g) Sixty-five miles per hour on surfaced, four-lane highways which are on the interstate system, as defined in section 43-2-101(2), or are freeways or expressways;

(h) Any speed not in excess of a speed limit designated by an official traffic control device.

(i) FIFTEEN MILES PER HOURS ON ANY ALLEY OR ALLEYWAY.

(j) WHEN NO SPEED LIMIT IS POSTED, THE DEFAULT SPEED LIMIT SHALL BE TWENTY-FIVE MILES PER HOUR.

Section 2: Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

Section 3: Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 18th day of August, 2026, passed on first reading by a vote of 6 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 1st day of September, 2026, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ___ FOR and ___ AGAINST on the 1st day of September, 2026 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

25 MILES PER HOUR UNLESS OTHERWISE POSTED

Reid Betzing, City Attorney
Mike Gent, Deputy City Manager

SEPTEMBER 1, 2026

Littleton Colorado

WHY REDUCE THE DEFAULT SPEED LIMIT?

- Promote a culture of safety within our neighborhoods
- Makes default speed limit consistent with vast majority of posted neighborhood speed limits
- Draw attention to the topic of vehicle speeds
- Reduce speed of vehicles

Littleton

WHAT DOES THE ORDINANCE DO?

- Creates through the City a default speed limit of 25 m.p.h when not otherwise posted.
- This change reduces the default speed limit in residential neighborhoods from 30 m.p.h. to 25 m.p.h.

Littleton

FUTURE STEPS TO PROMOTE SAFE SPEEDS

- Publicize change to default speed limit
- Transportation Master Plan update
- City-wide speed limit study
- Revisit most appropriate default speed limit
- Implement interdepartmental approach to educate, engineer, and enforce safe speeds in Littleton

Littleton

COMMUNICATION PLAN

Nextdoor

facebook

Littleton

QUESTIONS AND DISCUSSION

Littleton Colorado

PUBLIC HEARING ROSTER

Item: 10(a)

This roster is to assist Council in weighing public opinion on this issue, to assist in conducting the meeting, and generally to promote a fair and orderly hearing.

**** INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES****

Tuesday, August 31, 2026

Subject: ***Ordinance 17-2026:*** *An ordinance on second reading amending the city code, Title 9, Chapter 1, approving a maximum lawful speed limit of 25 miles per hour within city limits of Littleton, unless otherwise posted.*

	Print Name	District or Address	Email	In Favor	Opposed
1	Alex Burkey	[redacted]		✓	
2	Bryan Mills			✓	
3	Keely Quinn			✓	
4	Billy Gooch			✓	
5	Pam Chadbourn				✓
6					
7					
8					
9					
10					

Staff Communication

File #: ID# 26-177, **Version:** 1

Agenda Date: 09/15/2026

Subject:
Motion to approve the reappointment of and contract amendment for Amanda Lessmann as presiding municipal court judge

From:	James L. Becklenberg, City Manager
Prepared by:	Tracy Hooker, Human Resources Director
Presentations:	Tracy Hooker, Human Resources Director

PURPOSE:
To approve the reappointment of Amanda Lessmann as the municipal court judge for the City of Littleton.

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance

DISCUSSION:
On September 23, 2024, Amanda Lessman was appointed as the Littleton Municipal Court Judge for a contract term of two-years. Judge Lessman has recently completed the performance evaluation process and City Council has requested to renew her employment contract for an additional two-year term.

BACKGROUND:
Prior Actions or Discussions

- August 18, 2026, City Council met in Executive Session to discuss the appointee evaluation process and receive Judge Lessman's self-evaluation.
- September 1, 2026, City Council met in Executive Session to discuss staff and City Council's evaluation feedback for Judge Lessman.

FISCAL IMPACTS:
The annual salary for Amanda Lessmann has been set at $87,822 per year with an additional one-time annual payment of $5,000.

STAFF RECOMMENDATION:
Staff recommends reappointment of Amanda Lessmann as Littleton's municipal court judge for a two-year term commencing on September 15, 2026.

ALTERNATIVES:
Alternatives include allowing Judge Lessman's contract to expire and beginning a new recruitment for the municipal court judge.

PROPOSED MOTION:
I move to approve the reappointment of and contract amendment for Amanda Lessmann as the presiding municipal court judge for the City of Littleton.

CITY OF LITTLETON
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into on September 15, 2026, by and between Amanda Lessmann (the "Employee" or "Judge") and the **CITY OF LITTLETON, COLORADO** ("City"), a Home Rule municipality of the State of Colorado. The City and the Employee may be individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the City needs for certain services to be performed for the position of Presiding Municipal Judge as described in this Agreement; and

WHEREAS, the Employee has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the Employee is duly qualified to perform the services described in this Agreement within the deadlines provided in this Agreement; and

WHEREAS, this Agreement is made pursuant to the authority granted to the City by, and the mandate of, C.R.S. § 13-10-101, *et seq.*, and Littleton City Code Section 1-6-20; and

WHEREAS, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1.0 SERVICES AND PERFORMANCE. The Employee shall provide the services described in Section 1 of Exhibit A (the "Services"). Exhibit A is incorporated herein in its entirety.

2.0 SALARIED EMPLOYEE. The Employee in the position of Presiding Municipal Judge shall be compensated at the fixed amount of $87,822 payable in the same manner as other city employees. The fixed amount is based on Employee working 67 hours per month. In any month where Employee is working more than 67 hours per month, Employee will enter those hours through the City's timekeeping system. Additional hours will be paid at $109.23 per hour.

2.1 The Additional hours may include hours spent on Court administration, written findings, and other duties outside case adjudication up to a maximum of 12 hours per month. For purposes of calculating hour, each morning or afternoon docket shall be deemed to be a three-hour session. Video

arraignment/advisement session on non- docket/non-jury days shall be deemed to be a one-hour session. Review and issuance of probable cause warrants or review of probable cause statements on non-docket, non-trial days shall be deemed to be one-hour sessions. The Judge shall be compensated for actual time spent for jury trials.

2.2 Employee shall receive an additional $5,000 annually, in a single lump-sum payment each October.

2.3 Employee shall use the full range of judicial discretion in conducting the session over which it presides;

2.4 Employee is free to provide services to others and is not required to work exclusively for the City, so long as there is no conflict of interest;

2.5 As Presiding Municipal Judge, the Employee's expertise oversees the day-to-day operations of the Municipal Court as a separate branch of government and City and will not oversee the actual work or instruct the Employee as to how the work will be performed. City will pay the costs of training as required by the Colorado Supreme Court for municipal judges. Additional training is the responsibility of Employee.

3.0 COMPENSATION. Following execution of this Agreement by the City, the City shall compensate the Employee in accordance with Section 2 of Exhibit A.

4.0 TERM AND TERMINATION. The term of service shall be for a period of two years from the contract as presiding judge, dated, September 15, 2026. Termination of appointment shall be pursuant to Section 58 of the Littleton City Charter.

5.0 INSURANCE. Pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-1-101 et *seq*., the Judge is entitled to any and all benefits of law pertaining to judicial or sovereign immunity and to coverage of the City's insurance applicable to persons holding such position.

6.0 MISCELLANEOUS PROVISIONS

6.1 **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

6.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its elected and

appointed officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

6.3 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns, provided that this Section shall not authorize assignment.

6.4 **No Third-Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant, or sub- contractor of the Employee. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

6.5 **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6.6 **Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.

6.7 **Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

6.8 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be

assigned by the Employee without the express written consent of the City Council for the City. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the City Council for the City. No assignment shall release the Employee from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

6.9 Headings. The captions in this Agreement are for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

6.10 Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and the Employee and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and the Employee.

6.11 Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

7.0 AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City and the Employee and bind their respective entities.

THIS AGREEMENT is executed and made effective as provided above.

CITY OF LITTLETON, COLORADO

By:_____
Kyle Schlachter
Mayor

APPROVED AS TO FORM:

By:_____
Reid Betzing
City Attorney

EMPLOYEE

By:_____
Amanda Lessmann

EXHIBIT A

To Agreement between the City and Employee, Amanda Lessmann:

1. Scope of Services. The Employee hereby agrees to and accepts responsibility to perform, among other things, the following services.

- Ensure coverage over all court sessions of the Littleton Municipal Court so that all cases are adjudicated in a timely manner. Employee should work with the Municipal Court Administrator and with the City's appointed associate/substitute judges regarding scheduling of the court's docket and shall develop a plan in coordination with the Municipal Court Administrator demonstrating coverage of court sessions. Such plan shall be available for review by City Council, upon request.

- Adjudicate cases arising from violations of the City Code of the City of Littleton.

- Properly advise defendants of the nature of the charges and possible penalties. Evaluate evidence, testimony, and legal briefs. Issue written findings as necessary.

- Follow appropriate case law and rules of evidence including the legal elements of ordinances, code provisions and/or regulations. Impose fines and other penalties as authorized by code or ordinance. Assess and direct the collection of civil penalties.

- Order and enforce contempt, failure to appear, abatement of nuisance, and other responsibilities prescribed by the City Charter or Littleton City Code.

- Issue inspection and search warrants in accordance with applicable law.

- Record changes to policies in court proceeding in the Judge's Bench Book on an annual basis.

- Provide input on the revision and creation of City ordinances relevant to impacts on the Court or Court procedures.

- Provide general direction to contract Judges as needed.

- Complete all training as required by the Colorado Supreme Court for municipal judges.

- Develop and maintain effective working relationships with court staff, other city departments, elected officials, other public agencies, and the public.

- Be responsible for developing, implementing, and refining Court policies and

procedures in collaboration with Court administrative personnel. Establish docketing, calendaring, and case management policies and procedures. Keep abreast and current in the areas of Municipal court policies, case law, and leadership skills through related professional education, training, and development.

- Be responsible for developing, implementing, and refining Court policies and procedures and establishing quality control validation and auditing processes.

- Provide relevant legal training, consultation, and assistance to Court staff as needed and appropriate on the state of the operation in the court room.

2. Compensation. The City agrees to compensate the Employee for the performance of services detailed in Section 1, Scope of Services, as follows:

The Judge shall be compensated at the fixed amount of $87,822 payable in the same manner as other city employees. The fixed amount is based on Employee working 67 hours per month. In any month where Employee is working more than 67 hours per month, Employee will enter those hours through the City's timekeeping system. Additional hours will be paid at $109.23 per hour. Based on these hours, this is a non-benefited position.

The Additional hours may include hours spent on Court administration, written findings, and other duties outside case adjudication up to an anticipated maximum of 12 hours per month. For purposes of calculating hour, each morning or afternoon docket shall be deemed to be a three- hour session. Video arraignment/advisement session on non-docket/non-jury days shall be deemed to be a one-hour session. Review and issuance of probable cause warrants or review of probable cause statements on non-docket, non-trial days shall be deemed to be one-hour sessions. The Judge shall be compensated for actual time spent for jury trials.

Staff Communication

File #: Resolution 62-2026, **Version:** 1

Agenda Date: 09/15/2026

Subject:
Resolution 62-2026: Approving the first amendment to the Economic Partnership Incentive Agreement Between the City of Littleton and RIG Mineral LLC for Retail Sales Tax Share Back

From:	James L. Becklenberg, City Manager
Prepared by:	Rachel King, Economic Development Director
Presentations:	Rachel King, Economic Development Director

PURPOSE:
To consider the approval of the first amendment to the Economic Partnership Incentive Agreement ("Agreement") between the City of Littleton and RIG Mineral LLC

LONG-TERM OUTCOME(S) SERVED:
Robust and Resilient Economy

DISCUSSION:
Large scale projects like the Mineral Place development are complex undertakings that often take several years to move from the initial concept to opening day. The timeline can be affected by many areas within the development cycle including but not limited to planning, property negotiations, financing, permitting, infrastructure coordination, regulatory review, site conditions, weather, and construction delays for a variety of reasons. Because of this, a development timeline should be treated as an estimate and re-evaluated as the project progresses.

Within the Agreement, Section 3(a) states, "Certificate of Occupancy. RIG shall execute a Purchase and Sale Agreement with Costco Corporation which shall receive issuance of a certificate of occupancy for a business in the Project no later than two-years from the date of execution of the Agreement." The Agreement was executed October 1, 2024 thereby requiring a Certificate of Occupancy by not later than October 1, 2026.

Due to unforeseen delays in construction, the anticipated opening date for Costco Corporation is delayed and now anticipated to open to the public in March of 2027. Staff proposes the First Amendment to allow the Costco Corporation to receive issuance of a certificate of occupancy within an additional year's time. The First Amendment will extend the deadline for issuance of such certificate of occupancy from two years to three years from the date of execution of the Agreement thereby requiring a Certificate of Occupancy by October 1, 2027. If approved, Section 3(a) of the Agreement will be deleted in its entirety and replaced with the following: "Certificate of Occupancy. RIG shall execute a Purchase and Sale Agreement with Costco Corporation which shall receive issuance of a certificate of occupancy for a business in the Project no later than three (3) years from the date of execution of the Agreement."

BACKGROUND:
In 2024, the city entered an Agreement with RIG Mineral LLC for the proposed redevelopment of the Lumen Technology site located at 700 West Mineral Avenue ("Project"). The Project, named Mineral Place, includes approximately 45 acres of commercial/retail development, extensive infrastructure and off-site infrastructure upgrades, and extensive landscaping. The development will consist of a Costco retail warehouse, a second anchor tenant and additional development lots.

The Agreement includes a maximum of $29,500,000 sales tax share back at a 50% rebate on collected sales tax up to 10 years. The term will expire with either the maximum rebate or ten-year term, whichever occurs first.

Prior Actions or Discussions
Resolution 103-2024: Approving an Economic Partnership Incentive Agreement with RIG Mineral LLC regarding Mineral Place.

FISCAL IMPACTS:
The first amendment to the agreement is a time extension only, with no change to the original estimated fiscal impact.

STAFF RECOMMENDATION:
Staff recommends approval of the First Amendment to the Economic Partnership Incentive Agreement between the City of Littleton and RIG Mineral LLC.

ALTERNATIVES:
Do not approve the First Amendment. If not approved, this will result in a default on the Agreement as currently written and will prevent the applicant's ability to complete the project as proposed. Commercial development within Mineral Place will be delayed or will not result, thereby causing a delay in significant sales tax revenue generated for the city.

PROPOSED MOTION:
I move to approve Resolution 62-2026 approving the first amendment to the Economic Partnership Incentive Agreement Between the City of Littleton and RIG Mineral LLC for Retail Sales Tax Share Back.

CITY OF LITTLETON, COLORADO

Resolution No. 62

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING THE FIRST AMENDMENT TO THE ECONOMIC PARTNERSHIP INCENTIVE AGREEMENT BETWEEN THE CITY OF LITTLETON AND RIG MINERAL LLC FOR RETAIL SALES TAX SHARE BACK

WHEREAS, the Parties entered into that certain Economic Partnership Incentive Agreement dated as of October 1, 2024 (the "Agreement"); and

WHEREAS, Section 3(a) of the Agreement provides that RIG shall execute a Purchase and Sale Agreement with Costco Corporation, which shall receive issuance of a certificate of occupancy for a business in the Project no later than two years from the date of execution of the Agreement; and

WHEREAS, due to circumstances beyond the Parties' control, Costco has encountered unforeseen delays in constructing its building; and

WHEREAS, the Parties therefore desire to amend the Agreement to extend the deadline for issuance of such certificate of occupancy from two years to three years from the date of execution of the Agreement.

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

Section 1. The Littleton City Council hereby approves the amendment to the Economic Partnership Incentive Agreement, attached hereto as Exhibit A.

Section 2. The Resolution shall take effect upon its approval by the Littleton City Council.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 15th day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

FIRST AMENDMENT TO ECONOMIC PARTNERSHIP INCENTIVE AGREEMENT BETWEEN THE CITY OF LITTLETON AND RIG MINERAL LLC FOR RETAIL SALES TAX SHARE BACK

This First Amendment to Economic Partnership Incentive Agreement (this "First Amendment") is entered into as of _____, 2026, by and between RIG Mineral LLC, a Delaware limited liability company ("RIG"), and the City of Littleton, a municipal corporation within the State of Colorado (the "City"). RIG and the City are collectively referred to herein as the "Parties."

Recitals

WHEREAS, the Parties entered into that certain Economic Partnership Incentive Agreement dated as of October 1, 2024 (the "Agreement"); and

WHEREAS, Section 3(a) of the Agreement provides that RIG shall execute a Purchase and Sale Agreement with Costco Corporation, which shall receive issuance of a certificate of occupancy for a business in the Project no later than two years from the date of execution of the Agreement; and

WHEREAS, due to circumstances beyond the Parties' control, Costco has encountered unforeseen delays in constructing its building; and

WHEREAS, the Parties therefore desire to amend the Agreement to extend the deadline for issuance of such certificate of occupancy from two years to three years from the date of execution of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. Defined Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

2. Amendment to Section 3(a). Section 3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

> a. Certificate of Occupancy. RIG shall execute a Purchase and Sale Agreement with Costco Corporation which shall receive issuance of a certificate of occupancy for a business in the Project no later than three (3) years from the date of execution of the Agreement.

3. Full Force and Effect. Except as specifically amended by this First Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. In the event of any conflict between this First Amendment and the Agreement, this First Amendment shall control.

4. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

5. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Colorado.

6. Authority. Each person signing this First Amendment represents and warrants that he or she is fully authorized to enter into and execute this First Amendment, and to bind the party it represents to the terms and conditions hereof.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

[signature pages to follow]

RIG MINERAL LLC,

a Delaware limited liability company

By: _____

Name: Grant Nelson

Title: Manager

CITY OF LITTLETON,

a municipal corporation

By: _____

Name: Kyle Schlachter

Title: Mayor

ATTEST:

By: _____

Name: Colleen L. Norton

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Reid Betzing

Title: City Attorney

File #: Resolution 63-2026, **Version:** 1

Agenda Date: 09/15/2026

Subject:
Resolution 63-2026: Approving an Economic Partnership Incentive Agreement between the City of Littleton, RIG Mineral LLC and Scheels All Sports, Inc

From:	James L. Becklenberg, City Manager
Prepared by:	Rachel King, Economic Development Director
Presentations:	Rachel King, Economic Development Director

PURPOSE:
To consider approval of an economic partnership incentive agreement ("Agreement") between the City of Littleton, RIG Mineral LLC ("Developer") and Scheels All Sports, Inc. ("Applicant" or "Scheels"), a proposed retail store project located in the Mineral Place development site located at 700 West Mineral Avenue ("Project").

LONG-TERM OUTCOME(S) SERVED:
Vibrant Community with Rich Culture; Robust and Resilient Economy

DISCUSSION:
The City is in a fortunate position to consider a proposed economic partnership incentive agreement ("Agreement") to locate a national retailer of outdoor sports-oriented goods at the Mineral Place development. The Applicant, Scheels, is a highly desirable retail destination that produces a high sales volume and creates significant sales tax revenue and brings hundreds of jobs to each location they operate. Further and equally important, their brand values make them a strong community partner, operating as a 100% employee-owned company, and often holding community events and fundraisers in the communities where they operate. As a result, new locations are coveted, competitive and often result in municipalities competing with incentive packages to be the next chosen location.

Staff was informed that in July, the Scheels Board of Directors approved the Mineral Place development site in Littleton for its next new store location, besting several other potential U.S. locations. Based on available industry data and revenue projections provided by Scheels, staff believes approval of an incentive agreement for this Project would result in a substantially positive net fiscal impact on the city and provide new jobs, amenities, and community investment for residents. Should Council approve the Agreement for this Project, the Littleton Scheels is anticipated to start construction in the first quarter of 2027 and open to the public in the first quarter of 2029. Without an approved Agreement, the Project will not be realized.

This Agreement poses no risk to the City, as there are no up-front funds being provided to the Applicant. As proposed, sales taxes will be collected from the retailer as would normally occur; thereafter, a reimbursement, or "share-back" of 54.67% of the collected sales taxes will be provided to the Applicant on a recurring basis for

30 years. A second share-back of 5.33% of the collected sales taxes will be provided to the Developer for a term not to exceed $25 million. The city retains 40% of the sales tax overall, shifting to 45.33% when the term expires with the Developer and then shifting to 100% in 30 years.

BACKGROUND:
Economic Development staff received an application from Scheels, represented by Trevor Klein, Chief Operating Officer for Scheels, requesting an economic partnership incentive Agreement in accordance with the city's Economic Partnership Incentive Policy ("Policy"). The request for an Agreement is substantially justified in the written narrative provided by the Applicant detailing the substantial capital investment, job creation, sales tax generation, and community benefits that will be realized as a result of the Project.

Concurrent with the request from Scheels is a request from the Developer to request an Agreement for a 5.33% share back of collected sales tax that is produced from the Scheels retail store. Concurrent and separate from this Agreement request is a proposed amendment to the original RIG Mineral LLC Agreement for the Mineral Place development, that reduces the maximum share back by $4.5 million dollars from $29,500,000 to $25,000,000 to compensate for the change in retail users, anticipating that Scheels will greatly outperform a home improvement retail store. The request for an Agreement is substantially justified as the Developer is to provide the land to the retailer at no cost and provide all site development costs including the parking lot and landscaping, at the cost of the Developer. Scheels is responsible for the cost to construct the building and assume all costs related to ongoing real estate taxes going forward. The estimated cost of the land and improvements is approximately a $20 million value which are not entirely covered by the current bonding for the development and will necessitate the Developer to reissue bonds (modify debt) when they are first able in 2029. As a result, the 5.33% share back is intended to recover the cost by the Developer to bring Scheels to Littleton.

Development Proposal Summary
Scheels is a 100% employee-owned, privately held sporting goods and entertainment retailer that operates through an Employee Stock Ownership Plan (ESOP) which rewards eligible associates with a financial stake in the business, supporting a culture focused on customer service and community engagement. They currently own and operate 35 stores in 16 states. Scheels' proposed Project in Littleton is a roughly 300,000 square foot store consisting of two levels on a 14.36-acre site adjacent to the Costco that is currently under construction. This retail anchor wholly replaces the home improvement anchor used as a placeholder for the original project modeling. The Mineral Place Scheels store will feature their newest architecture concept and include extensive parking and landscaping. Total construction costs for the store are likely to exceed $100 million and possibly approach $200 million representing a significant capital investment in Littleton. Infrastructure and utilities are substantially complete making the site development ready.

According to the Retail & Mixed-Use Market Analysis (EPS 2023) "Littleton has a comparative disadvantage in the Shoppers' Goods store category, generating sales 20.5 percent below the state average, and General Merchandise, at 17.8 percent below the state." Sporting goods, clothing and accessories, hobby, home furnishings and miscellaneous goods are all categorized as Shoppers Goods and/or General Merchandise and comprise the majority of goods sold at Scheels stores. Additionally, "Leakage for General Merchandise (department stores, supercenters, etc.) purchases are estimated at 100 percent leakage given that Littleton does not have any existing stores in those categories" according to the Market Analysis. As there is no Scheels currently in Littleton, and no large sporting goods retailers currently in Littleton, there will be negligible cannibalization of existing Littleton stores because of this Project.

According to the Applicant, the Littleton Scheels will employ approximately 550+ store associates, 200+ of

which are full-time positions.

Beyond impressive revenue and job generation numbers, Scheels is also a strong community partner, offering community and philanthropic benefits to communities in which they are located. According to Trevor Klein, “Scheels is focused on developing strong relationships with the communities in which its stores operate. Its ongoing commitment to local events, fundraising, outdoor recreation, charitable activities, and community partnerships further demonstrates that its investment extends beyond the physical store.” Community programs such as the "Helping Hands" program empower individual store associates to volunteer their time, pitch in on local projects such as school supply drives or food banks or lead random acts of kindness for people in need. Scheels also has local giving campaigns where individual store locations frequently host seasonal giving campaigns (such as holiday voting drives or Colorado Gives Day contributions) where local non-profits receive direct financial support. Scheels also donates a significant portion (over 4%) of its annual profits back to local communities through their profit-sharing program.

Economic Partnership Incentive Key Points
The Agreement is a sales tax-sharing structure whereby:

54.67% is returned to Scheels for 30 years;
5.33% is returned to RIG with a cap of $25 million; and
40% is retained by the city until the RIG cap is realized and shifts to 45.33% thereafter.

As part of the comprehensive offer to incentivize Scheels to locate in Littleton, the Developer will be preparing and delivering the 14.36-acre site at no cost to Scheels and constructing the site improvements consisting of the parking, landscaping and sidewalks. As a result, the 5.33% RIG sales tax share back is a mechanism to recover the site and development cost. In any other arrangement with a prospective site user, the land would be sold at market value to the buyer, which is estimated to be approximately $20 per square foot, or about $12,500,000 for the land in addition to the aforementioned site improvements. Site preparation costs to deliver the improved site with utilities connected bring the total site cost to nearly $25 million. The sales tax sharing scenario outlined above will be in effect for 30 years beginning with the first sales tax remittance from Scheels to the city.

While the proposed development project is currently speculative, the project is anticipated to generate significant revenues to the City, including sales tax, property tax, general revenues, use tax, development and impact fees, as well as other taxes realized by Arapahoe County.

Prior Actions or Discussions
Resolution 103-2024: Approving an Economic Partnership Incentive Agreement with RIG Mineral LLC regarding Mineral Place.

FISCAL IMPACTS:
Analysis by Economic Development Staff
Staff evaluated the proposal to validate the information provided and provide assumptions based on the recent Mineral Place economic data analysis to provide an objective recommendation. The same data-driven economic impact analysis approach that was used by EPS for the Mineral Place development was utilized to focus on net new revenues minus the expenditures to determine the net fiscal impact and validate the proposed incentive request.

Revenues

Scheels' overall business has grown significantly with expansion of stores nationwide and correspondingly, rapidly increasing sales activity and revenue generation. Scheels is a privately held company, so it does not publish financial statements. However, the Scheels team did provide estimates for sales volume projections for the Littleton location. In addition, staff reviewed industry estimates for market comps on other retailers at the next available tier, as well as other projected city revenues based upon estimated project assumptions.

If staff uses an annual sales revenue of roughly $135,000,000/year (the first year operating for 3 quarters), and an estimated capital expenditure of $200,000,000, approximate estimates for city revenues include:

Annual sales tax (with incentive applied) - first full year	$1,798,500
Annual sales tax in year 10 - assuming a 4-6% annual revenue growth rate	$3,048,277
Annual property tax - year 1	$106,250
Use tax (one-time)	$3,937,500
Development fees	$2,753,000

As an alternative, if the Mineral Place development does not include Scheels, the land use would likely revert to another general merchandise retailer. Other available retail comps based on industry data show a store in that category might generate, on average, $40,000,000. Sales tax revenues for a store in that category without a sales tax share-back arrangement would equal roughly $1,500,000 annually. Also important to consider is how much revenue of any incoming retailer is attributed to grocery sales, which are not subject to Littleton's sales tax, as well as any cannibalization effects a retailer would have on other businesses in Littleton which might result in a lower net new revenue amount.

Expenditures
According to EPS, the model has been calibrated to show departmental expenditures ranging from 25 to 100 percent variable. Departments with a lower variability factor imply relatively fixed expenditures, such as the City Council, while departments with high variability need additional support to accommodate growth, such as Public Works or the Police Department. Based on these assumptions, the corresponding City factor for general expenditures equates to $27.64 per service demand hour. Mineral Place is anticipated to increase the burden on City services, with expenditures ranging from $587,449 in 2027 to $772,848 in 2036.

Net Fiscal Impact
The Mineral Place development, without Scheels, is anticipated to generate significant taxable sales of approximately $197,000,000 in year 1 (2027). Once the project reaches the $25.0M threshold (projected for 2032), the revenues to the city increase considerably from $3.2M in 2032 to $7.9M in 2033.

When these revenues are netted against expenditures, the net fiscal impact ranges from a positive $2.3M (2027) to a positive $2.6M (2032), with a jump in revenues starting in 2033 of $7.3M, which is expected to continue with a gradual escalation into the foreseeable future.

Adding Scheels to the development is expected to result in additional taxable sales of $110 million in year 1 (opening April 2029) to $135 million in their first full year (2030), and over $200 million in year 10 (2039).

The net fiscal impact of the Mineral Place development with Scheels could generate $4,300,000 to the city in

year 3 (2029) to $10,800,000 in year 10 (2039) in net new sales taxes. These estimates account for the cost of city services with a commensurate share of the estimated expenditure rate as reported by EPS for the Mineral Place development overall.

In the unlikely event the applicant fails to perform, there is no General Fund expenditure associated with this request and a quality development like this is anticipated to catalyze further interest in private investment in the area. Additionally, the Project is likely to induce demand for lodging and tourism related activities in the area which will help attract additional hotels to Littleton and generate additional lodging tax for the city to support the arts and culture industry as was identified in the recently adopted Arts & Culture Economic Impact Report (BBC 2026).

POLICY CRITERIA

Economic Partnership Incentive Policy

- Program: Retail Development Incentive Program
- Incentive: Retail Sales Tax Reimbursement

Comprehensive Economic Development Strategy (CEDS)

- Strategic Pillar 1: Business Vitality and Adaptability
- Strategic Pillar 3: Fostering a Livable Economy
- Strategic Pillar 6: Regional Economic Positioning

Horizon 2027 Strategic Plan and Council Initiatives

Outcomes

- Robust and Resilient Economy
- Vibrant Community with Rich Culture

2 - 3 Year Initiatives

- 14. Increase awareness of local spending benefits for Littleton residents and attract new shoppers to Littleton.
- 15. Create and implement a plan to market Littleton's unique character and increase tourism, sales tax revenue, and support Littleton businesses.

Comprehensive Plan - Economy & Tax Base

- Policy E&T: 2, 3, 4, 6, 8

Arts & Culture Economic Impact Report

- 1.4.2. Lodging Tax and the role of the ACB. The primary dedicated funding mechanism for the arts and culture sector is a five percent voter-approved lodging tax levied on hotels, motels, and short-term rentals.

Arts & Culture Community Strategic Plan

- 5-4. Leverage Littleton's vibrancy within the greater Denver metropolitan area

STAFF RECOMMENDATION:

Staff recommends entering into an Economic Partnership Incentive Agreement with the Applicant as proposed.

ALTERNATIVES:

Do not enter into an Economic Partnership Incentive Agreement

PROPOSED MOTION:
I move to approve Resolution 63-2026 approving an Economic Partnership Incentive Agreement between the City of Littleton, RIG Mineral LLC and Scheels All Sports, Inc.

CITY OF LITTLETON, COLORADO

Resolution No. 63

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING AN ECONOMIC PARTNERSHIP INCENTIVE AGREEMENT WITH IG MINERAL LLC AND SCHEELS ALL SPORTS, INC.

WHEREAS in 2018, the City adopted Envision Littleton, a comprehensive planning document, which includes a guidance principle of job growth, "nurturing of key employment sectors," economic vitality, and the development of vacant commercial sites that "meet the contemporary shopping and service needs of Littleton residents and visitors;" and

WHEREAS in accordance with Resolution 61-2026, adopted by the City Council of the City of Littleton ("City Council"), the City enacted an updated Economic Partnership Incentive Policy ("Policy"), which authorizes the City, on a case-by-case basis, to provide an incentive package or enter a public/private partnership if an incentive request strengthens the quality of life for the City's citizens and fosters a long-term economic sustainable vision; and

WHEREAS Scheels is the contract purchaser of approximately 14.36 acres of land currently owned by RIG located at 700 W. Mineral Ave. Littleton, Colorado, as more particularly described on Exhibit A attached hereto (the "Property"), and intends to redevelop the Property as a Scheels All Sports sporting goods store (the "Project"); and

WHEREAS the Project in Littleton is anticipated to generate significant revenue to the City through two primary sources: sales tax and general revenues; and

WHEREAS RIG has filed an application with the Littleton Economic Development Department under the Retail Development Incentive Program for consideration of a partial reimbursement of the city-collected portion of retail sales tax generated within the Property (the "Sales Tax"); and

WHEREAS Scheels has filed an application with the Littleton Economic Development Department under the Retail Development Incentive Program for consideration of a partial reimbursement of the city-collected portion of retail sales tax generated within the Property (the "Sales Tax"); and

WHEREAS RIG has demonstrated and addressed in detail how the proposal satisfies the application evaluation criteria as required by the Policy; and

WHEREAS Scheels has demonstrated and addressed in detail how the proposal satisfies the application evaluation criteria as required by the Policy; and

WHEREAS City Council considered RIG and Scheel's application at the September 15, 2026 public meeting and has determined that by entering into this Agreement, the potential economic benefits that will accrue to the City are consistent with the goals of Envision Littleton and will serve to provide benefit and advance the public interest and welfare of the City and its citizens.

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

Section 1. The Littleton City Council hereby approves the amendment to the Economic Partnership Incentive Agreement, attached.

Section 2. The Resolution shall take effect upon its approval by the Littleton City Council.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 15th day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

ECONOMIC PARTNERSHIP INCENTIVE AGREEMENT
REPUBLIC INVESTMENT GROUP LLC
SCHEELS ALL SPORTS, INC.

THIS ECONOMIC PARTNERSHIP INCENTIVE AGREEMENT (this "Agreement") is made and entered into this __ day of _____, 2026, by and between **RIG Mineral LLC**, a Colorado limited liability company ("RIG"), **SCHEELS ALL SPORTS, INC.**, a North Dakota corporation, ("Scheels") and the **CITY OF LITTLETON**, a municipal corporation within the State of Colorado (the "City"). RIG, Scheels and the City are collectively referred to as the "Parties."

RECITALS

WHEREAS in 2018, the City adopted Envision Littleton, a comprehensive planning document, which includes a guidance principle of job growth, "nurturing of key employment sectors," economic vitality, and the development of vacant commercial sites that "meet the contemporary shopping and service needs of Littleton residents and visitors;" and

WHEREAS in accordance with Resolution 84-2024, adopted by the City Council of the City of Littleton ("City Council"), the City enacted an Economic Partnership Incentive Policy ("Policy"), which authorizes the City, on a case-by-case basis, to provide an incentive package or enter a public/private partnership if an incentive request strengthens the quality of life for the City's citizens and fosters a long-term economic sustainable vision; and

WHEREAS Scheels is the contract purchaser of approximately 14.36 acres of land currently owned by RIG located at 700 W. Mineral Ave. Littleton, Colorado, as more particularly described on Exhibit A attached hereto (the "Property"), and intends to redevelop the Property as a Scheels All Sports sporting goods store (the "Project"); and

WHEREAS the Project in Littleton is anticipated to generate significant revenue to the City through two primary sources: sales tax and general revenues; and

WHEREAS RIG has filed an application with the Littleton Economic Development Department under the Retail Development Incentive Program for consideration of a partial reimbursement of the city-collected portion of retail sales tax generated within the Property (the "Sales Tax"); and

WHEREAS RIG has demonstrated and addressed in detail how the proposal satisfies the application evaluation criteria as required by the Policy; and

WHEREAS City Council considered RIG's application at the [_____ ____, 2026], public meeting and has determined that by entering into this Agreement, the potential economic benefits that will accrue to the City are consistent with the goals of Envision Littleton and will serve to provide benefit and advance the public interest and welfare of the City and its citizens.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, the Parties agree as follows:

1. **Term**. This Agreement shall be effective as of the date of issuance of the certificate of occupancy issued in the Project (the "Effective Date") and, unless terminated earlier in accordance with this Agreement, shall terminate upon the date that is thirty (30) years from the date of issuance of the certificate of occupancy for Scheels (the "Term").

2. **Rebated Sales Tax**.

    a. *Filing of Returns.* Scheels shall file monthly returns with the Littleton Finance Department, in accordance with Title 3, Chapter 9 of the Littleton Municipal Code.

    b. *Formula.* On a quarterly basis, beginning on the Effective Date, the City shall, after full reporting, filing in accordance with subsection (a) above, and payment of Sales Tax to the City, rebate to RIG five and one-third percent (5.33%) of the total quarterly amount of Sales Tax collected from Scheels (the "RIG Rebated Sales Tax") and rebate to Scheels fifty-four and two-thirds percent (54.67%) of the total quarterly amount of Sales Tax collected from Scheels (the "Scheels Rebated Sales Tax"). Revenues generated from any increases or new sales tax, approved by the City voters, shall not be shared with RIG and the City shall retain one-hundred percent (100%) of such revenues. The foregoing rebate formula shall be applied annually, on a calendar year basis, during the Term. Neither RIG nor Scheels shall be entitled to any further RIG Rebated Sales Tax or Scheels Rebated Sales Tax, as applicable, upon the expiration of the Term.

    c. *Payment of RIG Rebated Sales Tax, Scheels Rebated Sales Tax.* The City shall cause the RIG Rebated Sales Tax and Scheels Rebated Sales Tax to be disbursed to RIG and Scheels, as applicable, within forty-five (45) days of receipt of the payment of Sales Tax to the City on each quarter end (March 31st, June 30th, September 30th, December 31st). In the event that RIG and/or Scheels,

in good faith, disputes the amount of the RIG Rebated Sales Tax or Scheels Rebated Sales Tax, as applicable, RIG and/or Scheels, shall deliver a written notice of the dispute to the Littleton Finance Director within seven (7) days of receipt of the RIG Rebated Sales Tax and/or Scheels Rebated Sales Tax. Upon receipt of any such notice of dispute, the City shall promptly provide a copy of the dispute notice to the non-disputing party (i.e., RIG or Scheels, as applicable), and the non-disputing party shall have seven (7) days from receipt of such notice to respond to the dispute to the extent the resolution thereof may impact the amount of the non-disputing party's rebated amount. The Parties shall seek to resolve the dispute, expeditiously and in good faith. If upon resolution, (i) the RIG Rebated Sales Tax payment is found to be in error, the City shall promptly credit RIG for the disputed amount and (ii) the Scheels Rebated Sales Tax payment is found to be in error, the City shall promptly credit Scheels for the disputed amount.

d. *Reporting of RIG Rebated Sales Tax, Scheels Rebated Sales Tax*. The City shall provide: (i) a summary report to RIG, on a quarterly basis, of the amount of the Sales Tax collected within the Property and the amount of RIG Rebated Sales Tax payable to RIG and (ii) a summary report to Scheels, on a quarterly basis, of the amount of the Sales Tax collected within the Property and the amount of Scheels Rebated Sales Tax payable to Scheels. Each such quarterly report shall serve as a reconciliation of the Sales Tax collected and the rebated amounts payable for the applicable quarter. To the extent any overpayment or underpayment is identified, the City shall correct such amount in the next quarterly disbursement. Scheels hereby consents to the City releasing the Rebated Sales Tax Information (as defined below) to RIG.

3. **Obligations of RIG.**

a. *Certificate of Occupancy.* RIG shall execute a Purchase and Sale Agreement with Scheels which shall receive issuance of a certificate of occupancy no later than four years from the date of execution of this Agreement.

b. *Operation of Development.* The Parties agree that the RIG Rebated Sales Tax payments are contingent upon RIG's commercially reasonable efforts to develop a Scheels retail store in the Project. The failure to meet this commitment shall not be deemed an RIG Default (defined herein below), as outlined in Section 7, but a foreseeable event that may occur, in which case such failure would result in a reduction of RIG Rebated Sales Tax available to RIG.

c. *Good Standing.* RIG shall, at all times during the Term, remain in good standing with the State of Colorado and remit the proper reporting.

4. **Obligations of Scheels.**

a. *Certificate of Occupancy.* Scheels shall execute a Purchase and Sale Agreement with RIG which shall receive issuance of a certificate of occupancy no later than four years from the date of execution of this Agreement.

b. *Operation of Development.* The Parties agree that the Scheels Rebated Sales Tax payments are contingent upon Scheels' commercially reasonable efforts to develop a Scheels retail store in the Project. The failure to meet this commitment shall not be deemed a Scheels Default (defined herein below), as outlined in Section 7, but a foreseeable event that may occur, in which case such failure would result in a reduction of Scheels Rebated Sales Tax available to Scheels.

c. *Good Standing.* Scheels shall, at all times during the Term, remain in good standing with the State of Colorado and North Dakota and remit the proper reporting to the applicable state agency for purposes of maintain such good standing.

5. **Confidentiality**. To the extent permitted by law and subject to Section 2.d, the City shall maintain the confidentiality of the information contained in any documentation submitted to the City by Scheels (the "Rebated Sales Tax Information"), including any Sales Tax reports or returns, but shall be permitted to disclose such information and documents (i) in accordance with Section 3.16.230 of the Littleton Municipal Code and (ii) on a confidential basis to City employees and consultants, in its sole discretion, as it deems appropriate in order to monitor compliance and for auditing purposes.

6. **Records; Inspection.** Each of RIG and Scheels shall make, keep, maintain, and allow inspection and monitoring by the City of a complete file of all records, documents, communications, notes, and other written materials under its control and pertaining to the Sales Tax for the Term of the Agreement. Each of RIG and Scheels shall maintain such records for a period of three (3) years following the Effective Date ("Record Retention Period"). If any litigation, claim, or audit related to this Agreement starts before the expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and any final action taken. Any records kept, or maintained during the Record Retention Period, pertaining to the Sales Tax for the Term, shall be available to the City for monitoring compliance and for auditing purposes.

7. **Events of Default; Remedies.**

a. Each of the following shall constitute an event of default ("RIG Default") by RIG under this Agreement:

i. *Insolvency.* The dissolution or termination of RIG's business existence, RIG's insolvency, appointment of receiver for any part of the Development, any assignment of all or substantially all of the assets for RIG for the benefit of RIG's creditors, any type of creditor workout for RIG, or the commencement of any proceeding under bankruptcy or insolvency laws by or against the RIG.

ii. *Other Defaults*. Failure of RIG to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement, and RIG fails to cure such failure within thirty (30) days after written notice from the City regarding said default.

b. If any RIG Default shall occur and RIG fails to cure such RIG Default under the applicable time period pursuant to the terms of this Agreement, the City may, by thirty (30) days' prior written notice to RIG, elect to terminate City's obligations to RIG hereunder, at the option of City, except for a RIG Default described in the "Insolvency" subsection above, in which case such termination of City's obligations to RIG shall be automatic and not optional, in addition to seeking such other remedies as may be allowed under Colorado law. For the avoidance of doubt, a RIG Default shall not constitute a default by Scheels, and any termination of the City's obligations to RIG shall be a partial termination only and shall not operate as a termination of this Agreement in its entirety. Notwithstanding any RIG Default or any termination of the City's obligations to RIG, this Agreement shall remain valid and enforceable as between Scheels and the City, and the rights and obligations of Scheels and the City's obligations to Scheels under this Agreement shall continue in full force and effect.

c. Each of the following shall constitute an event of default ("Scheels Default") by Scheels under this Agreement:

i. *Insolvency.* The dissolution or termination of Scheels' business existence, Scheels' insolvency, appointment of receiver for any part of the Development, any assignment of all or substantially all of the assets for Scheels for the benefit of Scheels' creditors, any type of creditor

workout for Scheels, or the commencement of any proceeding under bankruptcy or insolvency laws by or against Scheels.

ii. *Other Defaults*. Failure of Scheels to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement, and Scheels fails to cure such failure within thirty (30) days after written notice from the City regarding said default.

d. If any Scheels Default shall occur and Scheels fails to cure such Scheels Default under the applicable time period pursuant to the terms of this Agreement, the City may, by thirty (30) days' prior written notice to Scheels, elect to terminate City's obligations to Scheels hereunder, at the option of City, except for a Scheels Default described in the "Insolvency" subsection above, in which case such termination of City's obligations to Scheels shall be automatic and not optional, in addition to seeking such other remedies as may be allowed under Colorado law. For the avoidance of doubt, a Scheels Default shall not constitute a default by RIG, and any termination of the City's obligations to Scheels shall be a partial termination only and shall not operate as a termination of this Agreement in its entirety. Notwithstanding any Scheels Default or any termination of the City's obligations to Scheels, this Agreement shall remain valid and enforceable as between RIG and the City, and the rights and obligations of RIG and the City's obligations to RIG under this Agreement shall continue in full force and effect.

e. The following shall constitute an event of default by the City ("City Default") under this Agreement:

i. Failure of the City to provide the Rebated Sales Tax Information to RIG and/or Scheels, as applicable, in accordance with the terms of the Agreement.

ii. Failure to pay the RIG Rebated Sales Tax and Scheels Rebated Sales Tax to RIG and Scheels, as applicable, in accordance with the terms of the Agreement.

iii. *Other Defaults*. Failure of the City to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement, and the City fails to cure such failure within thirty (30) days after written notice from RIG and/or Scheels regarding said default.

f. If any City Default shall occur and the City fails to cure such City Default in accordance with the terms of this Agreement, RIG and/or Scheels may take any such action as permitted and authorized by law or in equity or this Agreement.

8. **Assignment**. This Agreement is a valid, binding, and legally enforceable obligation of the Parties. This Agreement may not be assigned or delegated by RIG or Scheels without the prior written consent of the City; provided that, upon written notice to the City and without the need for the City's consent,

   a. RIG may (i) assign or delegate its rights and obligations under this Agreement to an Affiliate of RIG, as applicable, that is under control or common control of RIG, as applicable, and/or (ii) collaterally assign this Agreement to its lender; and

   b. Scheels may (i) assign or delegate its rights and obligations under this Agreement to an Affiliate of Scheels, as applicable, that is under control or common control of Scheels, as applicable, and/or (ii) collaterally assign this Agreement to its lender.

   The City will promptly execute any consent reasonably required to effectuate any such permitted assignment.

   It is expressly understood that the right of RIG and/or Scheels to receive the amounts set forth herein is considered personal to RIG and/or Scheels and will not be considered to benefit any successors in interest to RIG and/or Scheels unless RIG and/or Scheels specifically provides for the same in writing to the City; provided, however, that the foregoing shall not limit or restrict any permitted assignment made in accordance with this Section 8.

9. **Miscellaneous Provisions**.

   a. *Venue*. Venue for any action to enforce or interpret the terms of this Agreement shall be in the 18th Judicial District Court in Arapahoe County, Colorado.

   b. *Applicable Law*. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

   c. *No Covenant with Land.* This Agreement does not run with the land and shall not be recorded against the Development.

d. *Waiver.* No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, will constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party by giving written notice to the other Parties may, but will not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver will affect or alter the remainder of this Agreement, and each and every covenant, agreement, term and condition of this Agreement not specifically referenced in a written waiver notice will continue in full force and effect with respect to any other then existing or subsequent breach.

e. *Attorneys' Fees.* In any proceeding brought to enforce the provisions of this Agreement, the court will award the prevailing Party(ies) therein reasonable attorneys' fees, actual court costs and other expenses incurred. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

f. *Dispute Resolution.* In the event of disagreement or conflict concerning this Agreement, and such disagreement or conflict cannot be resolved by the signatories hereto, RIG, Scheels and City agree to submit such disagreement to mediation as a prerequisite to filing suit.

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

h. *Notice*. All notices required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or email, to the addresses of the parties herein set forth. A party may change its mailing address by giving written notice of such change of address to the other parties.

Notice to City:	City of Littleton City Manager 2255 West Berry Avenue Littleton, CO 80120 Email: [_____]
Notice to RIG:	RIG Mineral LLC Attn: Grant Nelson 9635 Maroon Circle

Suite 125
Englewood, Colorado 80112
Email: GNelson@republicig.com

Notice to Scheels:

Scheels All Sports, Inc.
Attn: Trevor Klein and Sarah Nupdal
Corporate Office
1707 Gold Drive S
Fargo, ND 58103
Email: tjklein@scheels.com
snupdal@scheels.com

i. *No Automatic Further Approvals*. Execution of this Agreement by the City shall not be construed as a representation or warranty that RIG and/or Scheels is entitled to any other approvals required by the City to commence and complete the Project.

j. *Amendment or Modification.* This Agreement may only be amended or terminated by mutual consent in writing of RIG, Scheels and the City, following any required approvals as required by the City, in its sole discretion; provided, however, that if the City's obligations to RIG or Scheels have been terminated pursuant to Section 7, this Agreement may thereafter be amended or modified by written consent of the remaining parties only, without the consent of the terminated party.

k. *Governmental Immunity.* Nothing in this Agreement is to be construed as a waiver of any limitations upon or immunity from suits against such governmental entity or its members, officials, above-named agents or employees, as may be provided by law.

l. *Further Assurances.* The Parties hereto agree to execute such documents, and take such action, as will be reasonably requested by the other Party(ies) hereto to confirm or clarify the intent of the provisions hereof and to effectuate the terms herein contained and the intent hereof.

m. Severability. If any provision, covenant, or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, or portions of this Agreement are declared to be severable.

n. *Not a Multi-Year Fiscal Obligation.* This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Littleton, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. To the extent that the City's obligations under this Agreement may be deemed to constitute a multiple fiscal year financial obligation pursuant to Article X, Section 20 of the Colorado Constitution, the City's performance will be conditioned upon annual appropriation by the City Council.

o. *Authority*. Each person signing this Agreement represents and warrants that he or she is fully authorized to enter into and execute this Agreement, and to bind the Party it represents to the terms and conditions hereof.

[signatures on following page]

RIG:
RIG MINERAL LLC,
a Colorado limited liability company

By:_____
Name: Grant R. Nelson
Title: Manager

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by Grant R. Nelson as Manager of RIG Mineral LLC, a Colorado limited liability company.

My commission expires:

_____ _____
Notary Public

SCHEELS:
SCHEELS ALL SPORTS, INC.
a North Dakota corporation

By:_____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____ as _____ of Scheels All Sports, Inc., a North Dakota corporation.

My commission expires:

_____ _____

Notary Public

CITY:
CITY OF LITTLETON,
a municipal corporation

_____
Kyle Schlachter, Mayor

ATTEST:

_____
Colleen Norton, City Clerk

APPROVED AS TO FORM:

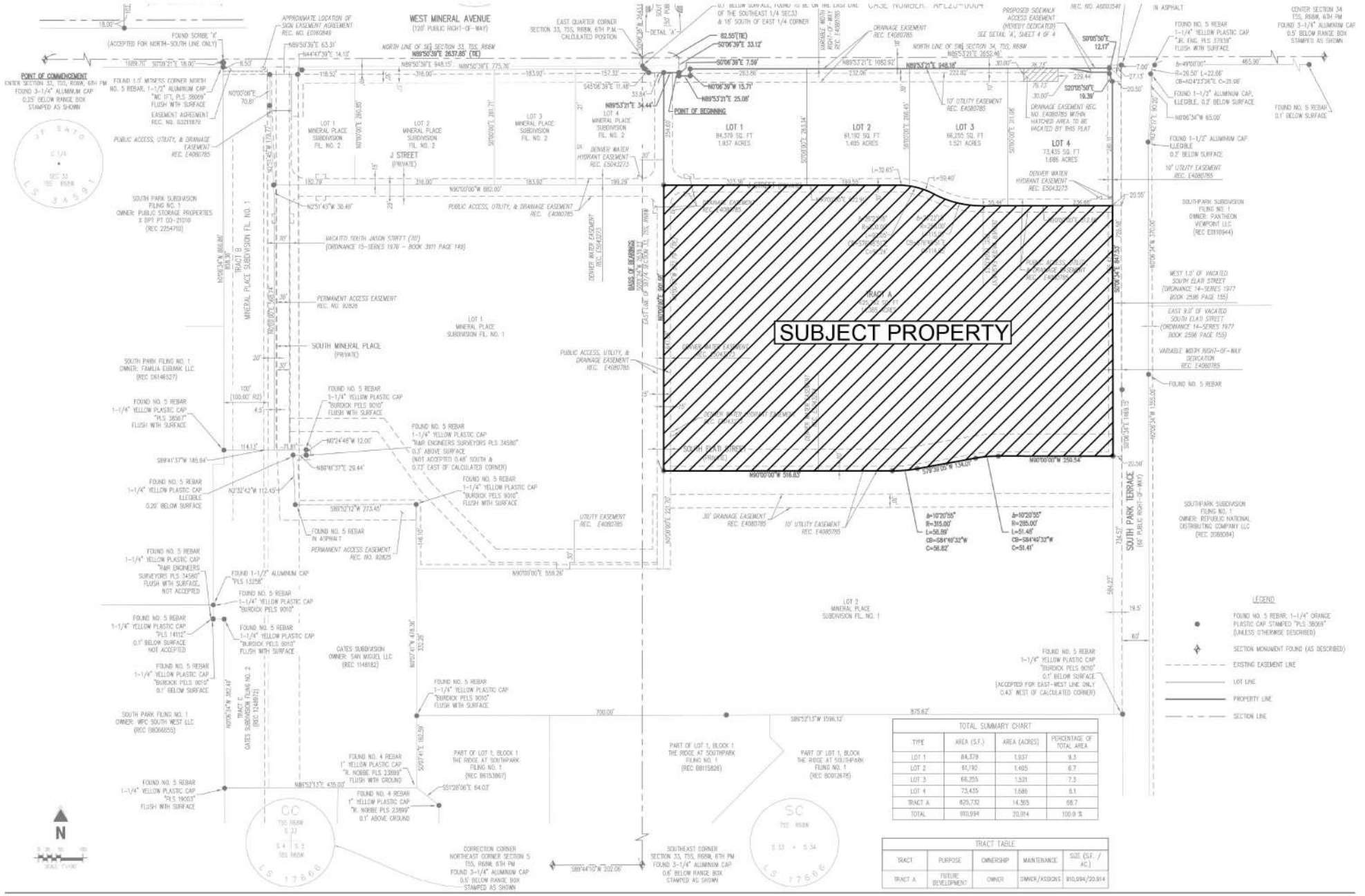
_____
Reid Betzing, City Attorney

EXHIBIT A

Legal Description of Property

Tract A [will be replatted to a lot]

43996506v2



TOTAL SUMMARY CHART			
TYPE	AREA (S.F.)	AREA (ACRES)	PERCENTAGE OF TOTAL AREA
LOT 1	84,379	1.937	9.3
LOT 2	61,192	1.405	6.7
LOT 3	66,255	1.521	7.3
LOT 4	73,435	1.686	8.1
TRACT A	625,732	14.365	68.7
TOTAL	910,994	20.914	100.0 %

TRACT TABLE				
TRACT	PURPOSE	OWNERSHIP	MAINTENANCE	SIZE (S.F. / AC.)
TRACT A	FUTURE DEVELOPMENT	OWNER	OWNER/ASSIGNS	910,994/20.914

MINERAL - LITTLETON, COLORADO

9/9/26

0" 15' 300' 600' 900'

SCALE 1" = 300' - 0"

NORTH

Mineral Place:

Updates & Incentive Agreement Actions

Rachel King, Director of Economic Development

September 15, 2026

Littleton
Economic Development

Background: Mineral Place

Large mixed-use development featuring retail, commercial, and multi-family housing by developer RIG Mineral, LLC.

Incentive Agreement Approved; Development Agreement Approved	Construction Start	Residential Complete; Commercial in Construction	Proposed Costco Opening Date
2024	2025	**2026**	2027

Progress Notes

- Horizontal site work complete
- Embrey multi-family housing (“The Sullivan”) construction complete & currently leasing
- Costco vertical construction initiated
- In and Out moving forward on 1st pad site
- Several additional pad sites in final discussions for users/tenants

Source: The Sullivan

Source: Saunders Construction

Three Related Items, One Development

Staff is requesting Council action on three items tied to Mineral Place:

1

C/O Deadline Extension

Amend prior incentive agreement: extend certificate-of-occupancy deadline for Anchor 1 (Costco)

2

New Incentive Agreement

New agreement for Anchor 2

3

Reduce Prior Max Incentive Value

Amend prior agreement's incentive ceiling to offset the new Item 2 agreement*

*contingent on Item 2 approval

Items 1 & 3 amend the ORIGINAL agreement | Item 2 is a NEW, separate agreement

ITEM 1

C/O Deadline Extension — Anchor 1 (Costco)

Amendment to the original mixed-use development incentive agreement

Incentive Agreement - 2024	Project currently under construction	If Not Extended
Included a certificate of occupancy deadline for Costco of 2 years from incentive agreement (10.01.2026)	Unforeseen but ordinary construction delays resulted in ~6 months delay. C/O extension of 1 year would cover construction timeline.	City incentive agreement for project defaults; project does not proceed.

Questions?

Item 1:
Amending the Certificate of Occupancy Deadline in the Mineral Place Incentive Agreement

ITEM 2

A New Incentive Agreement for Anchor 2

SCHEELS
EMPLOYEE OWNED

ITEM 2

A New Incentive Agreement for Anchor 2

Who — Scheels

- One-of-a-kind experiential “All Sports Retail Destination”
- Serves as the 2nd/co-anchor for Mineral Place (slated for big box)
- Estimated 300,000+ sf store
- Opening date anticipated Spring 2029
    - Start construction Q1 2027
- New primary employer for Littleton
- New philanthropic partner for Littleton

Why It Matters to the Development

- Ideal co-anchor with Costco; draws similar customer base and creates a “2-for-1” shopping destination for customers with complementary retail offerings
- Greatly increases site visibility and attractiveness to quality retail partners for remaining pad sites
- Scheels fills a gap in Littleton’s retail market, addressing high leakage for general merchandise stores (dept. stores, super centers, etc.) per 2023 study

ITEM 2

Fiscal Impact & Public Benefit

$135M+

Projected annual store revenue generated

$200M

Estimated CapEx

$2.0M+

Projected annual sales tax

$100K+

Projected annual prop. tax

$3.9M+

Projected use tax (one-time)

$2.7M+

Projected development fees

4%

Average profits donated back to the community

550+

Net new jobs (200+ full time)

ITEM 2

Proposed Deal Terms

INCENTIVE TYPE

54.67% sales tax reimbursement – Scheels
5.33% sales tax reimbursement (up to $25M) – RIG

PAYMENT STRUCTURE – MITIGATING RISK

Reimbursement only to reduce risk; quarterly payments remitted

TERM LENGTH/ AGREEMENT CAP

30 years

PERFORMANCE METRICS

Certificate of Occupancy within 4 years

YEAR 1 EXAMPLE (ESTIMATED)

IF annual revenue = $135,000,000:

COL 3.75% ST Rate	Scheels – 54.67%	RIG – 5.33%	COL – 40%
$5,062,500	$2,767,500	$270,000	$2,025,000

Questions?

Item 2:
New Incentive Agreement for Anchor 2 (Scheels)

ITEM 3

Reducing the Original Agreement's Maximum Incentive Value

CONTINGENT ITEM: This amendment is only brought forward if Council approves Item 2. If Item 2 is not approved, this item is withdrawn.

Why This Amendment Is Needed

The original agreement's maximum incentive ceiling used a placeholder for the 2nd anchor, modeling from a popular home improvement retailer. Because Item 2 creates a new, separate agreement for a newly identified 2nd anchor, Scheels, the original ceiling must be reduced to avoid overlapping or double-counting the City's incentive exposure across both agreements.

Original Max (Overall Package)		Minus: Value From Previous Anchor 2 Placeholder		Proposed New Max (Remaining Development)
$29.5M	−	−$4.5M	=	$25M

Questions?

Item 3:
Amending the Maximum Incentive Value in the Mineral Place Incentive Agreement

Requested Action

Staff recommendations:

1. Approve the amendment extending the CO deadline for Anchor 1 (Costco) to October 1, 2027

2. Approve the new incentive agreement with Scheels

3. Contingent on approval of Item 2: approve the amendment reducing the original agreement's maximum incentive value to $25M

Staff Communication

File #: Resolution 64-2026, **Version:** 1

Agenda Date: 09/15/2026

Subject:
Resolution 64-2026: Approving a second amendment to the Economic Partnership Incentive Agreement Between the City of Littleton and RIG Mineral LLC for Retail Sales Tax Share Back

From:	James L. Becklenberg, City Manager
Prepared by:	Rachel King, Economic Development Director
Presentations:	Rachel King, Economic Development Director

PURPOSE:
To consider the approval of a second amendment to the Economic Partnership Incentive Agreement ("Agreement") between the City of Littleton and RIG Mineral LLC.

LONG-TERM OUTCOME(S) SERVED:
Robust and Resilient Economy

DISCUSSION:
This is a request to amend the Agreement between RIG Mineral LLC and the city to reduce the sales tax share back that is currently capped at $29,500,000. The revised value is derived from an analysis performed by EPS to determine a fair market value considering the change in retailers in the development and the corresponding sales volume that was used to determine the original feasibility gap in 2024. The new value of $25,000,000 will be in effect starting with the first sales taxes generated being remitted to the city and will end with the maximum share back reached, or ten years, whichever occurs first. While all other aspects of the Agreement remain valid and unchanged, this substantive part of the contract does not require any up-front funding by the city. The terms remain performance-based and place the risk on the Applicant to perform, meaning it is entirely in the best interest of the Applicant to sell or lease properties for immediate development of retail and commercial users as quickly as possible. Additionally, it is also in their best interest to develop the Project with retail users that have higher sales per square foot volume, which is also beneficial to the city.

BACKGROUND:
In 2024, the city entered an Agreement with RIG Mineral LLC for the proposed redevelopment of the Lumen Technology site located at 700 West Mineral Avenue ("Project"). The Project, named Mineral Place, includes approximately 45 acres of commercial/retail development, extensive infrastructure and off-site infrastructure upgrades, and extensive landscaping. The development will consist of a Costco retail warehouse, a second anchor tenant and additional development lots.

The Agreement includes a maximum of $29,500,000 sales tax share back at a 50% rebate on collected sales tax up to 10 years. The term will expire with either the maximum rebate or ten-year term, whichever occurs first.

In 2024, two large retail anchor sites and multiple smaller commercial sites were contemplated for the Mineral Place development. One of the anchor sites was known to be a Costco retail warehouse with a separate fuel facility that would be located on an adjacent pad site. The other anchor was not known at that time, though discussions were happening between the Developer and a national home improvement retail store. Accordingly, the original Agreement between RIG and the city was constructed from the estimates known at that time pertaining to land sales and/or leases, site development costs, and corresponding estimated sales revenues and growth with the proposed incentive predicated on an identified feasibility gap to make the project a reality. With much analysis performed by two independent economic consultants, the feasibility gap was validated and confirmed due to the high price of the land, demolition costs associated with the former 680,000 square foot building, the cost of infrastructure needed to improve the site and conditions surrounding the site, and cost of bonds associated with the Business Improvement District (BID). The BID for this parcel will add a 1% fee to the total sales tax to pay the bonds that are tied to the BID for capital financing of the Project.

In the last year, the Developer has been in negotiations with Scheels to bring their outdoor sports retail store to Mineral Place. Staff was informed that in July, the Scheels Board of Directors approved the Mineral Place development site in Littleton for its next new store location, besting a list of approximately seven potential U.S. locations. Based on available industry data, staff believes approval of an incentive agreement for this Project would result in a substantially positive net fiscal impact on the city and provide new jobs and amenities for residents. Should Council approve an economic partnership incentive agreement for the Scheels project, the Littleton Scheels is anticipated to start construction in the first quarter of 2027 and open to the public in the first quarter of 2029.

Approval of the Scheels incentive agreement will necessitate a modification to the original Agreement for Mineral Place, in order to remove the home improvement retailer as the second anchor store so as to prevent incentivizing the second anchor twice. To determine the change in values used in the original Agreement and a new value, the city retained the services of EPS to update their analysis model by removing the second anchor. EPS concludes that the proposed $25 million dollar sales tax share back cap is reasonable, as it represents a proportional reduction in the cap relative to the home improvement retailer's share of projected sales whereby with the home improvement retailer included, Costco was projected to account for 74% of sales, the home improvement retailer 15% of sales, and the ancillary retail 11% of sales. Therefore, the cap is reduced from $29.5 million to $25 million which is equivalent to a 15% reduction.

Despite the addition of Scheels to the Project site, the scale and complexity of the Project still remain, and requires significant financing tools to make it feasible. As a redevelopment project, costs are inherently higher than development of undeveloped sites. The capital required to finance a project this large is challenging and remains infeasible without this partnership.

Prior Actions or Discussions

Resolution 103-2024: Approving an Economic Partnership Incentive Agreement with RIG Mineral LLC regarding Mineral Place.

FISCAL IMPACTS:

The Mineral Place development, without Scheels, is anticipated to generate significant taxable sales of approximately $197,000,000 in year 1 (2027). Once the project reaches the $25.0M threshold (projected for 2032), the revenues to the city increase considerably from $3.2M in 2032 to $7.9M in 2033.

When these revenues are netted against expenditures, the net fiscal impact ranges from a positive $2.3M (2027) to a positive $2.6M (2032), with a jump in revenues starting in 2033 of $7.3M, which is expected to continue

with a gradual escalation into the foreseeable future.

Adding Scheels to the development is expected to result in additional taxable sales of $110 million in year 1 (opening April 2029) to $135 million in their first full year (2030), and over $200 million in year 10 (2039).

The net fiscal impact of the Mineral Place development with Scheels could generate $4,300,000 to the city in year 3 (2029) to $10,800,000 in year 10 (2039) in net new sales taxes (net of share back with each of two active incentives).

These estimates account for the cost of city services with a commensurate share of the estimated expenditure rate as reported by EPS for the Mineral Place development overall.

Approval of this amendment will reduce the originally identified incentive cap from $29,500,000 to $25,000,000 as a maximum share back from the city to the Developer. This remains a performance-based incentive and places the risk on the Developer, with no risk to the city with this amended Agreement.

STAFF RECOMMENDATION:
Staff recommends approval of a second amendment to the Economic Partnership Incentive Agreement between the City of Littleton and RIG Mineral LLC.

ALTERNATIVES:
Do not amend the Agreement.

PROPOSED MOTION:
I move to approve Resolution 64-2026 approving a second amendment to the Economic Partnership Incentive Agreement between the City of Littleton and RIG Mineral LLC for Retail Sales Tax Share Back.

CITY OF LITTLETON, COLORADO

Resolution No. 64

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING THE SECOND AMENDMENT TO AN ECONOMIC PARTNERSHIP INCENTIVE AGREEMENT BETWEEN THE CITY OF LITTLETON AND RIG MINERAL LLC FOR RETAIL SALES TAX SHARE BACK

WHEREAS, the Parties entered into that certain Economic Partnership Incentive Agreement dated as of October 1, 2024 (the "Agreement"); and

WHEREAS, the Parties entered into that certain First Amendment to Economic Partnership Incentive Agreement dated as of September 15, 2026 (the "First Amendment" and together with the Agreement, the "Original Agreement"); and

WHEREAS, RIG is negotiating the sale of the real property located within Mineral Place, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Parties therefore desire to amend the Agreement to remove the Property from the Agreement; and

WHEREAS, the Parties therefore desire to reduce the Maximum Amount from $29,500,000.00 to $25,000,000.00, to reflect the removal of the Property from the Agreement.

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

Section 1. The Littleton City Council hereby approves the second amendment to the Economic Partnership Incentive Agreement

Section 2. The Resolution shall take effect upon its approval by the Littleton City Council.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 15th day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

SECOND AMENDMENT TO ECONOMIC PARTNERSHIP INCENTIVE AGREEMENT BETWEEN THE CITY OF LITTLETON AND RIG MINERAL LLC FOR RETAIL SALES TAX SHARE BACK

This Second Amendment to Economic Partnership Incentive Agreement (this "Second Amendment") is entered into as of _____, 2026, by and between RIG Mineral LLC, a Colorado limited liability company ("RIG"), and the City of Littleton, a municipal corporation within the State of Colorado (the "City"). RIG and the City are collectively referred to herein as the "Parties."

Recitals

WHEREAS, the Parties entered into that certain Economic Partnership Incentive Agreement dated as of October 1, 2024 (the "Agreement"); and

WHEREAS, the Parties entered into that certain First Amendment to Economic Partnership Incentive Agreement dated as of September 15, 2026 (the "First Amendment" and together with the Areement, the "Original Agreement"); and

WHEREAS, RIG is negotiating the sale of the real property located within Mineral Place, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Parties therefore desire to amend the Agreement to remove the Property from the Agreement; and

WHEREAS, the Parties therefore desire to reduce the Maximum Amount from $29,500,000.00 to $25,000,000.00, to reflect the removal of the Property from the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. Incorporation of Recitals; Defined Terms. The foregoing Recitals are incorporated as though fully set forth in this Second Amendment. Capitalized terms used but not otherwise defined in this Second Amendment shall have the meanings ascribed to them in the Agreement.

2. Amendment to Section 2(a). Section 2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

a. *Maximum Amount*. The maximum amount of Sales Tax to be rebated to RIG under this Agreement shall be $25,000,000.00 ("Maximum Amount").

3. Exhibit A. Exhibit A of the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached to this Agreement.

4. Full Force and Effect. Except as specifically amended by this Second Amendment, the Original Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. In the event of any conflict between this Second Amendment and the Original Agreement, this Second Amendment shall control.

5. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

6. Governing Law. This Second Amendment shall be construed and enforced in accordance with the laws of the State of Colorado.

7. Authority. Each person signing this Second Amendment represents and warrants that he or she is fully authorized to enter into and execute this Second Amendment, and to bind the party it represents to the terms and conditions hereof.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date first written above.

[signature pages to follow]

RIG MINERAL LLC,

a Colorado limited liability company

By: _____

Name: Grant Nelson

Title: Manager

CITY OF LITTLETON,

a municipal corporation

By: _____

Name: Kyle Schlachter

Title: Mayor

ATTEST:

By: _____

Name: Colleen L. Norton

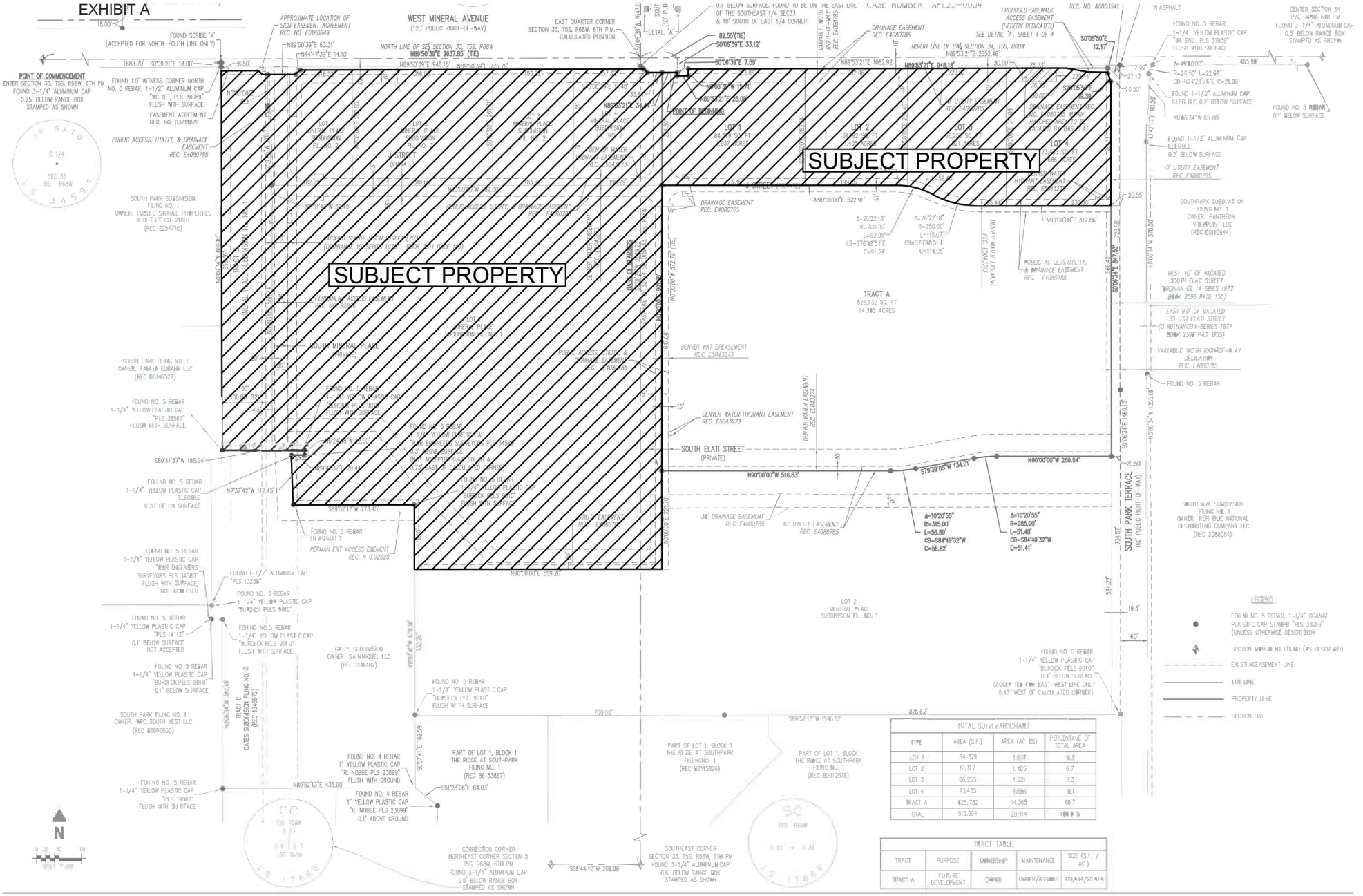
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Reid Betzing

Title: City Attorney



MINERAL - LITTLETON, COLORADO

9/9/26

Memorandum

To: Rachel King and Brian Garner, City of Littleton

From: Andrew Knudtsen and Louis Rosner, Economic & Planning Systems

Subject: Updated Mineral Place Economic Incentive Analysis
EPS #263125

Date: September 7, 2026

The Economics of Land Use

The City of Littleton is updating a retail sales tax revenue sharing agreement for the Mineral Place development. The original agreement was adopted by the City in September of 2024 with the following program:

- 160,000 square feet – Costco
- 137,432 square feet – Ancillary in-line shops and perimeter pads
- 370 units – Multifamily Complex
- 145,000 – Home Improvement

Currently, site work is underway related to the Costco and the Ancillary retail. The residential development is complete. The intent of this update is to remove the anchor sites which was slated for home improvement. The developer is seeking a new direction and requests that this pad be removed from the agreement.

Previously, the home improvement pad accounted for approximately 15 percent of total sales on site. With its removal, the City will then amend the agreement with a reduced maximum allowable sale tax share back that is 15 percent lower. The balance of this report accounts for the detailed fiscal analysis of the terms for the updated agreement.

As with all revenue sharing agreements, a fiscal impact analysis is required to ensure that the net fiscal position of the City is positive. The analysis provides the fiscal understanding of the costs and revenues of each of the remaining three uses that the agreement will cover. Additionally, the study examines the position

Economic & Planning Systems, Inc
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax

Denver
Los Angeles
Oakland
Sacramento

www.epsys.com

of the Republic Invest Group (RIG), the property developer, relative to the City's anticipated revenues and expenditures.

Project Background

The City of Littleton is updating the retail sales tax revenue sharing agreement used to attract Costco and nine additional ancillary retailers to the Mineral Place development located at 700 W. Mineral Avenue, the former Lumen Technologies campus. Mineral Place was originally to be anchored by a Costco and a home improvement store. However, the developer is currently requesting to have the home improvement anchor removed for the current agreement. Accordingly, EPS has been retained by the City of Littleton to update the Mineral Place incentive agreement to reflect the updated program and corresponding costs the City will incur and revenues the City anticipates to receive. The conceptual site plan for Mineral Place is shown below in **Figure 1**.

Figure 1. Mineral Place Conceptual Site Plan

The updated Mineral Place development will have approximately 297,432 square feet of commercial retail and office space and a 370-unit apartment complex, as shown below in **Table 1**. The remaining lot is 625,522 square feet and can support 145,000 square feet of additional retail space. At future buildout, the site is expected to include 442,432 square feet of retail space and 370 multifamily units.

Table 1. Mineral Place Development Program

Description	Development Code	Asset Class	Building Size Sq. Ft	Units
Updated Mineral Place				
Multifamily	---	---	---	370
Costco	1A	Retail	160,000	0
Pad 1	3A	Retail	8,494	0
Pad 2	4A	Retail	12,306	0
Pad 3	5A	Office	13,504	0
Pad 4	6A	Retail	15,028	0
Pad 5	7A	Retail	19,058	0
Pad 6	8A	Retail	10,890	0
Pad 7	9A	Retail	10,890	0
Pad 8	10A	Retail	10,890	0
Pad 9	11A	Retail/Office	25,483	0
Pad 10	12A	Retail/Office	10,890	0
Total			**297,432**	**370**
Future Action From the City				
Future Tenant	2A	Retail	145,000	0
Total			**145,000**	**0**
Total Site			**442,432**	**370**

Source: RIG; Economic & Planning Systems

Policy Considerations

The City of Littleton's Economic Incentives Policy allows retail sales tax reimbursements of the City-collected portion of the retail sales tax generated by the project. The requests for this type of incentive must demonstrate how a public-private partnership will enhance the project's feasibility. The policy gives special consideration to projects that align with the City's broader development goals, including those that facilitate the redevelopment of historically difficult-to-develop or economically

disadvantaged parcels, or use special considerations as alternative criteria.

The City found that the original request, approved in September of 2024, met this set of criteria, thus positioning the project as a candidate for incentives aimed at overcoming these barriers.

Incentive Request

The Developer is requesting a 50 percent reimbursement of retail sales tax until the earlier of two conditions is met: either the reimbursement reaches a total of $25 million, or a period of 10 years has passed. The original request called for a $29.5 million dollar ceiling and has been updated to reflect changes in costs and revenues associated with the removal of the home improvement anchor. The updated request of $25 million is roughly 15 percent below the original request (**Table 2**).

Table 2. Updated Financial Gap

Description	Value
Mineral Place Sales	
With Home Improvement Anchor	$280,770,797
Without Home Improvement Anchor	$237,371,837
Percent Difference	*85%*
Financing Gap	
Origional	$29,500,000
Updated Request	$25,000,000
Percent Difference	*85%*

Source: RIG; Economic & Planning Systems

Project Revenues

The project is anticipated to generate revenues to the City through four primary sources: sales tax, property tax, use tax, and general revenues. Projections for each revenue source are described in detail below.

Sales Tax

Net new retail sales tax is primarily influenced by two factors: total sales volume and retail cannibalization, each of which is analyzed separately for the Costco and Ancillary retail pads.

Costco

To estimate Costco's sales volume, EPS primarily relied on publicly available store sales information and data provided by RIG, which worked directly with Costco to project sales based on performance at existing stores, and publicly available sales data through an analysis of Form 10-k reports. According to these projections, once fully stabilized, Costco is expected to generate approximately $300 million in annual sales, equating to $1,875 per square foot, as shown below in **Table 3**. Of the total sales, it is estimated that around 60 percent will be taxable, while the remaining 40 percent will consist of non-taxable transactions. The non-taxable transactions include grocery sales, which are expected to make up 25 percent of total sales, fuel station sales (accounting for 10 percent), and pharmacy sales (5 percent of total sales).

Since Costco does not have another location within the city limits and Littleton lacks large-format general merchandise stores like Target or Walmart, retail cannibalization for the new Costco location is expected to be minimal. For this analysis, the retail cannibalization factor is estimated at 10 percent, mainly to account for miscellaneous purchases that current Littleton shoppers might otherwise make at other retailers within the city, particularly at Aspen Grove and surrounding strip centers, such as Southbridge Plaza.

Table 3. Costco Net New Taxable Sales

Description	Estimated Total Sales	Estimated Sales PSF	% Taxable	% Net New	Net New Taxable Sales
Costco	$300,000,000	$1,875	60%	90%	$162,000,000

Source: RIG; Economic & Planning Systems

Ancillary Retail Pads

Given that specific tenants of the future ancillary retail space is unknown, the average sales for a number of potential retailers was averaged, as shown in **Table 4**. Based on these figures, the average sales per square foot for the ancillary retail space was estimated at $375.

Table 4. Ancillary Retail Pads Total Sales

Description	Avg. Store Size	Number of Stores	Total Sales ($000s)	Sales per Store	Sales per SF
Restaurants	**5,890**	**498**	**$981,459**	**$3,099,616**	**$576**
BJ'S Restaurants	8,100	197	$1,031,782	$5,237,472	$647
Kona Grill	7,200	46	$169,500	$3,684,783	$569
Red Robin	5,150	566	$1,380,929	$2,439,804	$461
Texas Roadhouse	7,300	549	$2,219,531	$4,042,862	$554
Wingstop	1,700	1,133	$105,552	$93,162	$647
Quick-Serve Restaurant	**2,520**	**758**	**$1,200,055**	**$1,325,686**	**$553**
Chipotle Mexican Grill*	2,500	2,408	$4,476,412	$1,858,975	$744
Habit Burger Grill	2,400	209	$330,230	$1,580,048	$778
Noodles & Company*	2,650	492	$451,599	$917,884	$346
Potbelly Sandwich Shop*	2,300	437	$428,111	$979,659	$426
Zoe's Kitchen*	2,750	243	$313,923	$1,291,864	$470
Auto & Marine Parts	**7,133**	**5,468**	**$9,857,529**	**$1,802,193**	**$253**
Advance Auto Parts	7,500	5,183	$9,373,784	$1,808,563	$241
Auto Zone	6,600	6,202	$11,221,077	$1,809,267	$269
O'Reilly Automotive	7,300	5,019	$8,977,726	$1,788,748	$248
Clothing & Accessory Stores	**12,125**	**912**	**$4,281,539**	**$3,181,199**	**$257**
Children's Place	5,600	1,014	$1,870,275	$1,844,453	$329
Christopher & Banks	3,700	463	$365,906	$790,294	$164
Citi Trends	11,000	549	$755,241	$1,375,667	$125
Ross Stores	28,200	1,622	$14,134,732	$8,714,385	$409
Craft and Fabric Stores	**10,300**	**866**	**$2,859,913**	**$2,451,152**	**$284**
Build A Bear Workshop	2,600	361	$357,866	$991,319	$343
Michael's	18,000	1,371	$5,361,960	$3,910,985	$224
General Merchandise	**9,544**	**7,645**	**$12,200,026**	**$2,062,750**	**$227**
Dollar General	7,300	14,534	$23,471,000	$1,614,903	$227
Dollar Tree Stores	8,180	14,835	$22,245,500	$1,499,528	$194
Five Below	8,000	625	$1,278,200	$2,045,120	$256
Fred's	14,694	584	$1,805,405	$3,091,447	$229
Coffee/Fast Food	**1,700**	**9,141**	**$8,500,000**	**$929,876**	**$547**
Dunkin' Donuts	1,700	9,141	$8,500,000	$929,876	$547
Fuel Stations/Convenience Stores	**3,000**	**1,804**	**$2,291,000**	**$1,269,956**	**$423**
QuikTrip/Casey's General Store	3,000	1,804	$2,291,000	$1,269,956	$423
Shoe Stores	**13,898**	**769**	**$2,218,697**	**$3,532,225**	**$232**
Caleres (Famous Footwear)	6,795	1,026	$1,637,600	$1,596,101	$218
DSW	21,000	512	$2,799,794	$5,468,348	$246
Average					**$375**

Source: Form 10-K; Biz Miner; Economic & Planning Systems

The ancillary retail pads are projected to generate approximately $14.1 million in net new taxable retail sales at full stabilization, as outlined in **Table 5**. Service-based businesses, (e.g., hair salon) were estimated to account for 25 percent of the total space. Of the remaining retail space, each pad was assumed to consist of 100 percent taxable space, except for Pad 5 (designated for office use) and Pads 9 and 10 (50 percent office use). Due to the close proximity of other retail centers and the lack of specificity regarding the retail composition of these pads, the retail cannibalization factor was estimated at 50 percent.

Table 5. Ancillary Retail Pads Net New Taxable Sales

Description	Total
Floor Area (Sq. Ft.)	
Gross Floor Area	137,432
Service Based	29,594
Office	32,697
Taxable Retail	75,141
Projected Sales	
Estimated Sales per Sq. Ft.	$375
Estimated Total Sales	$28,177,875
% Net New	50%
Net New Taxable Sales	**$14,088,938**

Source: RIG; Economic & Planning Systems

Sales Tax Projection

The Developer is requesting a 50 percent reimbursement of retail sales tax until the earlier of two conditions is met: either the reimbursement reaches a total of $25.0 million (formerly $29.5), or a period of 10 years has passed. Total sales tax was estimated using the assumptions listed in the previous sections and escalated at a rate of 2 percent annually. Based on these assumptions, the Developer is anticipated to generate $25 million in 2033 (Year 7), as shown in **Table 6**. Total sales tax over the 10-year period ranges from $6.9 million to $9.3 million. Beginning in 2034 (Year 8), the City is anticipated to collect all of the sales tax generated by this development.

Table 6. 10-Year Sales Tax Projection, 2027-2036

Description				2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total Square Footage													
Development Square Footage	***Const. End***	***Lease Up***	***Sq. Ft.***										
Costco	2027	1 years	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000
Pad 1	2027	1 years	8,494	8,494	8,494	8,494	8,494	8,494	8,494	8,494	8,494	8,494	8,494
Pad 2	2027	1 years	12,306	12,306	12,306	12,306	12,306	12,306	12,306	12,306	12,306	12,306	12,306
Pad 3	2028	1 years	13,504		13,504	13,504	13,504	13,504	13,504	13,504	13,504	13,504	13,504
Pad 4	2028	1 years	15,028		15,028	15,028	15,028	15,028	15,028	15,028	15,028	15,028	15,028
Pad 5	2029	1 years	19,058			19,058	19,058	19,058	19,058	19,058	19,058	19,058	19,058
Pad 6	2029	1 years	10,890			10,890	10,890	10,890	10,890	10,890	10,890	10,890	10,890
Pad 7	2030	1 years	10,890				10,890	10,890	10,890	10,890	10,890	10,890	10,890
Pad 8	2030	1 years	10,890				10,890	10,890	10,890	10,890	10,890	10,890	10,890
Pad 9	2031	1 years	25,483					25,483	25,483	25,483	25,483	25,483	25,483
Pad 10	2032	1 years	10,890						10,890	10,890	10,890	10,890	10,890
Taxable Sales													
Taxable Sales	***% Taxable***	***Total***	***PSF***	**$185,849,972**	**$197,752,031**	**$204,893,622**	**$215,492,057**	**$223,680,784**	**$229,845,195**	**$234,442,099**	**$239,130,941**	**$243,913,560**	**$248,791,831**
Costco	60%	$300,000,000	$1,875	$180,000,000	$183,600,000	$187,272,000	$191,017,440	$194,837,789	$198,734,545	$202,709,235	$206,763,420	$210,898,689	$215,116,662
Pad 1	100%	$2,388,994	$375	$2,388,994	$2,436,774	$2,485,509	$2,535,219	$2,585,924	$2,637,642	$2,690,395	$2,744,203	$2,799,087	$2,855,069
Pad 2	100%	$3,460,978	$375	$3,460,978	$3,530,198	$3,600,802	$3,672,818	$3,746,274	$3,821,200	$3,897,623	$3,975,576	$4,055,087	$4,136,189
Pad 3	100%	$3,797,888	$375		$3,873,845	$3,951,322	$4,030,349	$4,110,956	$4,193,175	$4,277,038	$4,362,579	$4,449,831	$4,538,827
Pad 4	100%	$4,226,681	$375		$4,311,215	$4,397,439	$4,485,388	$4,575,096	$4,666,598	$4,759,930	$4,855,128	$4,952,231	$5,051,275
Pad 5	0%	$0	$0										
Pad 6	100%	$3,062,813	$375			$3,186,550	$3,250,281	$3,315,287	$3,381,592	$3,449,224	$3,518,209	$3,588,573	$3,660,344
Pad 7	100%	$3,062,813	$375				$3,250,281	$3,315,287	$3,381,592	$3,449,224	$3,518,209	$3,588,573	$3,660,344
Pad 8	100%	$3,062,813	$375				$3,250,281	$3,315,287	$3,381,592	$3,449,224	$3,518,209	$3,588,573	$3,660,344
Pad 9	50%	$7,166,981	$375					$3,878,885	$3,956,463	$4,035,592	$4,116,304	$4,198,630	$4,282,603
Pad 10	50%	$3,062,813	$375						$1,690,796	$1,724,612	$1,759,104	$1,794,286	$1,830,172
Total Sales Tax	***Share Cap***	***% of Total***	***Rate***	**$6,969,374**	**$7,415,701**	**$7,683,511**	**$8,080,952**	**$8,388,029**	**$8,619,195**	**$8,791,579**	**$8,967,410**	**$9,146,759**	**$9,329,694**
City of Littleton	N/A	50%	3.75%	$3,484,687	$3,707,851	$3,841,755	$4,040,476	$4,194,015	$4,309,597	$7,369,960	$8,967,410	$9,146,759	$9,329,694
RIG	$25,000,000	50%	3.75%	$3,484,687	$3,707,851	$3,841,755	$4,040,476	$4,194,015	$4,309,597	$1,421,619			
Net New Sales													
Net New Sales			***% Net New***	**$164,924,986**	**$172,316,016**	**$177,355,611**	**$184,153,004**	**$189,775,507**	**$194,416,416**	**$198,304,744**	**$202,270,839**	**$206,316,256**	**$210,442,581**
Costco			90%	$162,000,000	$165,240,000	$168,544,800	$171,915,696	$175,354,010	$178,861,090	$182,438,312	$186,087,078	$189,808,820	$193,604,996
Pad 1			50%	$1,194,497	$1,218,387	$1,242,755	$1,267,610	$1,292,962	$1,318,821	$1,345,197	$1,372,101	$1,399,543	$1,427,534
Pad 2			50%	$1,730,489	$1,765,099	$1,800,401	$1,836,409	$1,873,137	$1,910,600	$1,948,812	$1,987,788	$2,027,544	$2,068,095
Pad 3			50%		$1,936,923	$1,975,661	$2,015,174	$2,055,478	$2,096,587	$2,138,519	$2,181,289	$2,224,915	$2,269,414
Pad 4			50%		$2,155,607	$2,198,720	$2,242,694	$2,287,548	$2,333,299	$2,379,965	$2,427,564	$2,476,115	$2,525,638
Pad 5			0%										
Pad 6			50%			$1,593,275	$1,625,141	$1,657,643	$1,690,796	$1,724,612	$1,759,104	$1,794,286	$1,830,172
Pad 7			50%				$1,625,141	$1,657,643	$1,690,796	$1,724,612	$1,759,104	$1,794,286	$1,830,172
Pad 8			50%				$1,625,141	$1,657,643	$1,690,796	$1,724,612	$1,759,104	$1,794,286	$1,830,172
Pad 9			50%					$1,939,443	$1,978,232	$2,017,796	$2,058,152	$2,099,315	$2,141,302
Pad 10			50%						$845,398	$862,306	$879,552	$897,143	$915,086
Total Sales Tax			***Rate***	**$6,969,374**	**$7,415,701**	**$7,683,511**	**$8,080,952**	**$8,388,029**	**$8,619,195**	**$8,791,579**	**$8,967,410**	**$9,146,759**	**$9,329,694**
City of Littleton (Net New)			3.75%	$2,700,000	$2,754,000	$2,809,080	$2,865,262	$2,922,567	$2,981,018	$6,014,809	$7,585,156	$7,736,860	$7,891,597
RIG			3.75%	$3,484,687	$3,707,851	$3,841,755	$4,040,476	$4,194,015	$4,309,597	$1,421,619			
Cannibalization of City Sales			3.75%	$784,687	$953,851	$1,032,675	$1,175,214	$1,271,448	$1,328,579	$1,355,151	$1,382,254	$1,409,899	$1,438,097
Cumulative Sales Tax				**$6,969,374**	**$14,385,075**	**$22,068,586**	**$30,149,538**	**$38,537,567**	**$47,156,762**	**$55,948,341**	**$64,915,751**	**$74,062,510**	**$71,260,348**
City of Littleton (Net New)				$2,700,000	$5,454,000	$8,263,080	$11,128,342	$14,050,908	$17,031,927	$23,046,736	$30,631,892	$38,368,752	$46,260,348
RIG				$3,484,687	$7,192,538	$11,034,293	$15,074,769	$19,268,784	$23,578,381	$25,000,000	$25,000,000	$25,000,000	$25,000,000
Cannibalization of City Sales				$784,687	$1,738,538	$2,771,213	$3,946,427	$5,217,875	$6,546,455	$7,901,605	$9,283,859	$10,693,758	$12,131,855

Source: RIG; Economic & Planning Systems

Property Tax

The total market value for the project was determined using comparable properties in Arapahoe County. Based on these comparisons, the project's market value is estimated to reach $76.7 million in the first year of stabilization (2031), as detailed in **Table 7**. The Costco component, valued based on the Costco at 4000 River Point Parkway, is projected to have a market value of $15.2 million, or $95 per square foot. The remaining ancillary retail space, based on newly constructed retail in Littleton Village, is estimated to have a market value of $51.5 million, or $375 per square foot.

Property Tax Projection

Given these valuations, the property tax revenue anticipated to be collected by the City of Littleton is relatively modest, ranging from $12,204 in Year 1 to $42,319 by Year 10. This modest revenue is partly due to Littleton's lower property tax mill rate of 2.000 mills, which, while providing a more favorable tax environment for property owners, also results in lower tax revenue for the City. Although Littleton's sales tax rate is comparable to other jurisdictions in the metro area, the lower property tax mill rate means that even large-scale developments generate limited property tax revenue.

Table 7. 10-Year Property Tax Projection, 2027-2036

Description				2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total Square Footage													
Development Square Footage	***Const. End***	***Lease Up***	***Sq. Ft.***										
Costco	2027	1 years	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000
Pad 1	2027	1 years	8,494	8,494	8,494	8,494	8,494	8,494	8,494	8,494	8,494	8,494	8,494
Pad 2	2027	1 years	12,306	12,306	12,306	12,306	12,306	12,306	12,306	12,306	12,306	12,306	12,306
Pad 3	2028	1 years	13,504		13,504	13,504	13,504	13,504	13,504	13,504	13,504	13,504	13,504
Pad 4	2028	1 years	15,028		15,028	15,028	15,028	15,028	15,028	15,028	15,028	15,028	15,028
Pad 5	2029	1 years	19,058			19,058	19,058	19,058	19,058	19,058	19,058	19,058	19,058
Pad 6	2029	1 years	10,890			10,890	10,890	10,890	10,890	10,890	10,890	10,890	10,890
Pad 7	2030	1 years	10,890				10,890	10,890	10,890	10,890	10,890	10,890	10,890
Pad 8	2030	1 years	10,890				10,890	10,890	10,890	10,890	10,890	10,890	10,890
Pad 9	2031	1 years	25,483					25,483	25,483	25,483	25,483	25,483	25,483
Pad 10	2032	1 years	10,890						10,890	10,890	10,890	10,890	10,890
Total Property Value													
Total Appraised Value		***Total***	***PSF***	**$24,407,744**	**$36,477,301**	**$49,606,019**	**$59,796,071**	**$71,968,804**	**$78,192,944**	**$79,756,803**	**$81,351,939**	**$82,978,978**	**$84,638,558**
Costco		$15,200,000	$95	$16,130,362	$16,452,969	$16,782,028	$17,117,669	$17,460,022	$17,809,223	$18,165,407	$18,528,715	$18,899,289	$19,277,275
Pad 1		$3,185,325	$375	$3,380,292	$3,447,898	$3,516,856	$3,587,193	$3,658,937	$3,732,116	$3,806,758	$3,882,893	$3,960,551	$4,039,762
Pad 2		$4,614,638	$375	$4,897,090	$4,995,032	$5,094,933	$5,196,831	$5,300,768	$5,406,783	$5,514,919	$5,625,217	$5,737,722	$5,852,476
Pad 3		$5,063,850	$375		$5,481,274	$5,590,900	$5,702,718	$5,816,772	$5,933,107	$6,051,770	$6,172,805	$6,296,261	$6,422,186
Pad 4		$5,635,575	$375		$6,100,128	$6,222,130	$6,346,573	$6,473,504	$6,602,974	$6,735,034	$6,869,734	$7,007,129	$7,147,272
Pad 5		$7,146,563	$375			$7,890,382	$8,048,190	$8,209,154	$8,373,337	$8,540,804	$8,711,620	$8,885,852	$9,063,569
Pad 6		$4,083,750	$375			$4,508,790	$4,598,966	$4,690,945	$4,784,764	$4,880,459	$4,978,068	$5,077,630	$5,179,182
Pad 7		$4,083,750	$375				$4,598,966	$4,690,945	$4,784,764	$4,880,459	$4,978,068	$5,077,630	$5,179,182
Pad 8		$4,083,750	$375				$4,598,966	$4,690,945	$4,784,764	$4,880,459	$4,978,068	$5,077,630	$5,179,182
Pad 9		$9,555,975	$375					$10,976,812	$11,196,348	$11,420,275	$11,648,680	$11,881,654	$12,119,287
Pad 10		$4,083,750	$375						$4,784,764	$4,880,459	$4,978,068	$5,077,630	$5,179,182
Total Assessed Value													
Total Assessed Value				**$6,101,936**	**$9,119,325**	**$12,401,505**	**$14,949,018**	**$17,992,201**	**$19,548,236**	**$19,939,201**	**$20,337,985**	**$20,744,744**	**$21,159,639**
Costco			25.0%	$4,032,590	$4,113,242	$4,195,507	$4,279,417	$4,365,006	$4,452,306	$4,541,352	$4,632,179	$4,724,822	$4,819,319
Pad 1			25.0%	$845,073	$861,975	$879,214	$896,798	$914,734	$933,029	$951,690	$970,723	$990,138	$1,009,941
Pad 2			25.0%	$1,224,273	$1,248,758	$1,273,733	$1,299,208	$1,325,192	$1,351,696	$1,378,730	$1,406,304	$1,434,430	$1,463,119
Pad 3			25.0%		$1,370,319	$1,397,725	$1,425,679	$1,454,193	$1,483,277	$1,512,942	$1,543,201	$1,574,065	$1,605,547
Pad 4			25.0%		$1,525,032	$1,555,533	$1,586,643	$1,618,376	$1,650,744	$1,683,758	$1,717,434	$1,751,782	$1,786,818
Pad 5			25.0%			$1,972,596	$2,012,048	$2,052,288	$2,093,334	$2,135,201	$2,177,905	$2,221,463	$2,265,892
Pad 6			25.0%			$1,127,197	$1,149,741	$1,172,736	$1,196,191	$1,220,115	$1,244,517	$1,269,407	$1,294,796
Pad 7			25.0%				$1,149,741	$1,172,736	$1,196,191	$1,220,115	$1,244,517	$1,269,407	$1,294,796
Pad 8			25.0%				$1,149,741	$1,172,736	$1,196,191	$1,220,115	$1,244,517	$1,269,407	$1,294,796
Pad 9			25.0%					$2,744,203	$2,799,087	$2,855,069	$2,912,170	$2,970,413	$3,029,822
Pad 10			25.0%						$1,196,191	$1,220,115	$1,244,517	$1,269,407	$1,294,796
Total Property Tax			***Mill Levy***										
City of Littleton			2.000	**$12,204**	**$18,239**	**$24,803**	**$29,898**	**$35,984**	**$39,096**	**$39,878**	**$40,676**	**$41,489**	**$42,319**

Source: RIG; Economic & Planning Systems

Use Tax

Use tax revenues are a one-time revenue generated from the value of the project's building materials at the time of development. Building material value was estimated by utilizing construction cost figures provided by RIG, discounted by a factor of 50 percent to account for labor, equating to a total value of $57.9 million, as shown in **Table 8**. The City is estimated to collect a total of $2.2 million in use tax revenues.

Table 8. Retail Use Tax Projection

Description	Factor	Value
Total Construction Costs		
Multifamily		$29,137,500
Costco		$46,668,656
Ancillary		$40,085,984
Total		**$115,892,140**
Building Material Value		
Multifamily		$14,568,750
Costco		$23,334,328
Ancillary		$20,042,992
Total	**50%**	**$57,946,070**
City Use Tax		
Multifamily		$546,328
Costco		$875,037
Ancillary		$751,612
Total	**3.75%**	**$2,172,978**

Source: RIG; Economic & Planning Systems

General Revenues

General revenues were estimated using the existing fiscal model, which factors in the growth of Littleton's service population. This growth is represented by the service demand hours generated by future employees and residents at Mineral Place. This model element captures the spending by employees within the city, contributing to increased General Fund revenue. Although the revenue may not be substantial, the model comprehensively accounts for all potential revenues and expenditures, including those generated by the 370-unit apartment development on site. At full buildout, the development is expected to employ 744 people, generating 21,163 service hours, as detailed in **Table 9**. These service hours were calculated using a proportionate share methodology, which estimates the demand for City revenues and services relative to different segments of the population, including residents and employees, over a typical 24-hour period. This methodology provides a basis for calculating the costs and revenues associated with each service hour. With an estimated $4.63 in general revenue per

service demand hour, Mineral Place is projected to generate general revenues ranging from $92,340 in 2027 to $122,206 in 2036.

Table 9. General Revenues Projection, 2027-2036

Description	Factor	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total Employees											
Updated Mineral Place		523	598	653	716	744	744	744	744	744	744
Total Service Demand Hours											
Updated Mineral Place		19,062	19,776	20,296	20,904	21,163	21,163	21,163	21,163	21,163	21,163
General Revenues											
Updated Mineral Place	$4.63	$92,340	$97,625	$102,128	$107,214	$110,685	$112,899	$115,157	$117,460	$119,809	$122,206

Source: Economic & Planning Systems

Project Expenditures

General expenditures were estimated for all City departments funded through the General Fund.

General Expenditures

To account for the expenditures from the proposed users on site, model factors have been incorporated from the City's fiscal model that accounts for costs by type of land use (commercial and residential). The information below provides the aggregate impact from all proposed uses (except for the vacated pad that was formerly proposed for home improvement).

The model has been calibrated to show departmental expenditures ranging from 25 to 100 percent variable. Departments with a lower variability factor imply relatively fixed expenditures, such as the City Council, while departments with high variability need additional support to accommodate growth, such as Public Works or the Police Department. Based on these assumptions, the corresponding City factor for general expenditures equates to $27.64 per service demand hour (**Table 10**). Mineral Place is anticipated to increase the burden on City services, with expenditures ranging from $587,449 in 2027 to $772,848 in 2036.

Table 10. General Expenditures Projection, 2027-2036

Description		2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total Employees											
Updated Mineral Place		523	598	653	716	744	744	744	744	744	744
Total Service Demand Hours											
Updated Mineral Place		19,062	19,776	20,296	20,904	21,163	21,163	21,163	21,163	21,163	21,163
General Expenditures											
Updated Mineral Place	$27.64	$587,449	$619,737	$647,367	$678,497	$699,992	$713,992	$728,272	$742,837	$757,694	$772,848

Source: Economic & Planning Systems

Conclusion

Net Fiscal Impact

The net fiscal impact of the development nets revenues against costs. A positive net fiscal impact suggests that the City can accommodate the development based on the projected revenues. Conversely, a negative net fiscal impact indicates that the City cannot accommodate the development without identifying additional revenue sources. The total net fiscal impact of the development ranges from negative $469,742 in 2026 to positive $7.3 million in 2036, as shown in **Table 11**. The site has an initial negative net fiscal impact in 2026 reflecting the completion of the apartment complex prior to the construction of retail. However, the $546,328 in use tax collected for the multifamily construction (at time of building permit) exceeds costs placed on the City for servicing the residential units. Moreover, the long-term aggregate revenues from the development far exceed costs related to the residential component.

Note that the sales tax figures shown below are net of share back dollars paid to the Developer and cannibalization from existing retailers. As the table indicates, once the project reaches the $25.0M threshold (projected for 2033), the revenues to the City increase considerably from $3.1M in 2032 to $6.2M in 2033 and $7.7M in 2034, which is then expected to flow to the City at a similar level for the foreseeable future.

When these revenues are netted against expenditures, the net fiscal impact ranges from a positive $2.2M (2027) to a positive $2.4M (2032), with a jump in revenues starting in 2033 of $5.4M and $7.0M in 2034, which is expected to continue with a gradual escalation into the foreseeable future. Thus, all of the data in the table reflect net new City revenues (or expenditures) inclusive of the incentive under consideration.

Table 11. Ongoing Net Fiscal Impact, 2026 through 2036

Description	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Updated Mineral Place											
Ongoing Revenues											
Sales Tax (Net New)	$0	$2,700,000	$2,754,000	$2,809,080	$2,865,262	$2,922,567	$2,981,018	$6,014,809	$7,585,156	$7,736,860	$7,891,597
Property Tax	$0	$12,204	$18,239	$24,803	$29,898	$35,984	$39,096	$39,878	$40,676	$41,489	$42,319
General Revenue	$87,381	$92,340	$97,625	$102,128	$107,214	$110,685	$112,899	$115,157	$117,460	$119,809	$122,206
Total	**$87,381**	**$2,804,544**	**$2,869,864**	**$2,936,011**	**$3,002,374**	**$3,069,237**	**$3,133,014**	**$6,169,845**	**$7,743,293**	**$7,898,159**	**$8,056,122**
Ongoing Expenditures											
General Expenditures	$557,123	$587,449	$619,737	$647,367	$678,497	$699,992	$713,992	$728,272	$742,837	$757,694	$772,848
Total	**$557,123**	**$587,449**	**$619,737**	**$647,367**	**$678,497**	**$699,992**	**$713,992**	**$728,272**	**$742,837**	**$757,694**	**$772,848**
Ongoing Net Fiscal Impact	**-$469,742**	**$2,217,095**	**$2,250,127**	**$2,288,644**	**$2,323,877**	**$2,369,244**	**$2,419,022**	**$5,441,573**	**$7,000,455**	**$7,140,464**	**$7,283,274**
One-Time Revenues											
Use Tax	$546,328	$195,789	$949,042	$163,782	$119,114	$139,364	$59,557	$0	$0	$0	$0
Total	**$546,328**	**$195,789**	**$949,042**	**$163,782**	**$119,114**	**$139,364**	**$59,557**	**$0**	**$0**	**$0**	**$0**

Source: RIG; Economic & Planning Systems