City of Arvada
City Council Agenda
DECEMBER 2, 2019
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:
Marc Williams, Mayor
Dot Miller, Mayor Pro-Tem
Bob Fifer, At large
Nancy Ford, District 1
David Jones, District 4
John Marriott, District 3
Lauren Simpson, District 2

Staff Members Usually Present:
Mark Deven, City Manager
Lorie Gillis, Deputy City Manager
Rachel Morris, City Attorney
Don Wick, Director of Public Works
Sharon Israel, Director of Utilities
Ryan Stachelski, Dir. of Community & Economic Development
Bryan Archer, Director of Finance
Rob Smetana, Manager of City Planning & Development
Ben Irwin, Communications Manager
Kristen Rush, City Clerk

Info: 720-898-7550

THIRD FLOOR CONFERENCE ROOM
EXECUTIVE SESSION
5:00 P.M.
Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Water Litigation

CITY COUNCIL MEETING - CITY COUNCIL CHAMBERS
6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Marriott
3. Roll Call of Councilmembers
4. Approval of Minutes
   A. November 11 and 18, 2019 City Council Meetings
5. Recognitions and Communications
   A. Recognition of Rodman and Gina Schley of Urban Conversion - presented by Councilmember Jones
6. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
7. New Business
   A. Consent Agenda
1. R19-121 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $168,396.39 (Excluding Applicable Tax) to Oracle America, Inc., for the Purchase of Oracle Software Update License and Support Provided Under Support Service Number 4586060

B. Resolutions

1. R19-122 A Resolution Authorizing an Intergovernmental Agreement Between Adams County, Colorado and the Cities of Arvada, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett for Sharing the Cost of a Census Liaison Position in Adams County

2. R19-123 A Resolution Authorizing a Memorandum of Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2020 Programs and Services in Olde Town Arvada

C. Ordinances (First Reading)

1. CB19-049 An Ordinance Repealing and Reenacting Section 74-31, Land-Use Fees, of Article II, Community Development Department Service Fees, of Chapter 74, Planning and Development, of the Arvada City Code (Public Hearing to be set for December 16, 2019 at 6:15 p.m.)

2. CB19-050 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2019 (Public Hearing to be set for December 16, 2019 at 6:15 p.m.)

3. CB19-051 An Ordinance Approving a License Agreement between the County of Jefferson and the City of Arvada for the Installation and Use of a Potable Water Fill Station (Public Hearing to be set for December 16, 2019 at 6:15 p.m.)

8. Public Hearings - 6:15 PM

A. CB19-045 An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in a PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W 54th Drive (Ordinance No. 4716)

B. CB19-046 An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2 (Ordinance No. 4717)

1. R19-124 A Resolution Rescinding Resolution R02-104 A Resolution Allocating Water Supplies to New Users

2. R19-125 A Resolution Rescinding Resolution R17-020 Increasing the Allocation of Water to the Jefferson Center Metropolitan District No. 2

C. CB19-047 An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA") (Ordinance No. 4718)

D. CB19-048 An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District (Ordinance No. 4719)

9. Public Comment - Five Minute Limit

10. Reports from City Council

A. Council Committee Reports

B. Ratification of Arvada Economic Development Association (AEDA) Board Members

C. Appointment of City Council Members to Various Boards and Committees

11. Reports from City Manager

A. Review of Future Workshops and Presentations
12. Reports from City Attorney

13. Adjournment
CITY OF ARVADA

SUMMARY OF MINUTES OF THE SWEARING-IN CEREMONY OF THE ARVADA CITY COUNCIL HELD NOVEMBER 11, 2019

I. CITY COUNCIL MEETING: CALL TO ORDER: By Mayor Williams at 7:00 p.m.

II. MOMENT OF REFLECTION AND PLEDGE OF ALLEGIANCE – Mayor Williams

III. ROLL CALL OF MEMBERS:
Those Present: Mayor Marc Williams, Mayor Pro Tem John Marriott, Councilmember Bob Fifer, Councilmember Nancy Ford, Councilmember David Jones, Councilmember Mark McGoff, Councilmember Dot Miller

IV. PRESENTATION OF PLAQUES
A. Councilmember Mark McGoff
Mayor Williams and Council Members all thanked Councilmember McGoff for his service. Mayor Williams presented a plaque to Councilmember McGoff.

Councilmember McGoff thanked City Council, staff, and welcomed new Councilmember Simpson.

V. OATHS OF OFFICE FOR NEW COUNCIL MEMBERS:
A. Marc Williams
Judge Cooke administered the Oath of Office to Marc Williams, Mayor.

B. Lauren Simpson
Judge Cooke administered the Oath of Office to Lauren Simpson, District 2.

C. David Jones
Judge Cooke administered the Oath of Office to David Jones, District 4.

D. Bob Fifer
Judge Cooke administered the Oath of Office to Bob Fifer, Councilmember-at-large.

VI. ROLL CALL OF NEW COUNCIL MEMBERS

Those Present: Mayor Marc Williams, Mayor Pro Tem John Marriott, Councilmember Bob Fifer, Councilmember Nancy Ford, Councilmember David Jones, Councilmember Mark McGoff, Councilmember Dot Miller, Councilmember Lauren Simpson

VII. COMMENTS FROM NEWLY ELECTED COUNCIL MEMBERS
Mayor Williams, Councilmember Simpson, Councilmember Jones and Councilmember Fifer all made comments and thanked their families, their campaign helpers and the citizens of Arvada.

VIII. ELECTION OF MAYOR PRO TEM

Mayor Williams said that Councilmember Ford and Councilmember Miller are both interested in serving as Mayor Pro Tem.

Kristen Rush, City Clerk, handed out the ballots.

Mayor Williams tallied the ballots and reported that Councilmember Miller was elected as Mayor Pro Tem for the next two years.

IX. OATH OF OFFICE FOR MAYOR PRO TEM

Judge Cooke administered the Oath of Office for Mayor Pro Tem to Councilmember Miller.

X. ADJOURNMENT at 7:50 p.m.

A Reception was held in the City Hall Atrium following adjournment.

Marc Williams, Mayor

SEAL:

Kristen Rush, City Clerk
SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD NOVEMBER 18, 2019

1. Call to Order – 6:00 p.m. – Council Chambers

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present:  Mayor Marc Williams, Mayor Pro Tem Dot Miller, Councilmember Bob Fifer, Councilmember Nancy Ford, Councilmember David Jones, Councilmember John Marriott, Councilmember Lauren Simpson

Also present were:  Mark Deven, City Manager, Lorie Gillis, Deputy City Manager; Rachel Morris, City Attorney; Bryan Archer, Director of Finance; Don Wick, Director of Public Works; Sharon Israel, Director of Utilities; Ryan Stachelski, Director of Community and Economic Development; Link Strate, Police Chief; Ben Irwin, Communications Manager and Kristen Rush, City Clerk.

4. Approval of Minutes of the October 21, 2019, City Council Meeting

The minutes stand approved.

5. Recognitions and Communications

A.  Proclamation for Small Business Saturday  presented by Councilmember Fifer

Councilmember Fifer said that the Saturday after Thanksgiving (November 30, 2019) is known as Small Business Saturday. The Arvada Visitors Center, the Arvada Economic Development Association (AEDA) and Olde Town Arvada – Business Improvement District are partnering in a promotion asking people to shop Arvada Small Businesses this holiday season, highlighting the national shopping holiday – November 30 which is referred to as Small Business Saturday.

Small businesses create jobs, boost Arvada’s economy, and preserve neighborhoods. Each purchase made in Arvada goes to pay for City services such as police, parks, and street maintenance. Keeping the dollars in Arvada helps create and retain quality jobs. Small businesses are the nation’s largest employer and account for the majority of job growth. Next time you make a purchase, remember Shop Arvada!

Members of AEDA, Arvada Visitors Center, Olde Town Arvada Business Improvement District along with small businesses are present to accept this proclamation for Small Business Saturday.

B.  Proclamation for Hunger and Homelessness Awareness Week  presented by Councilmember Ford

Councilmember Ford said that one in 11 Coloradans struggle with hunger or not having enough money to buy food. Over 3100 Jefferson County Public School students are recognized under the federal McKinney Vento Act due to their housing insecurity. That number exceeds the count for
Denver Public Schools.

This proclamation is being issued to bring awareness, advocacy and action to the concerns of homelessness and hunger in our community.

Representatives from various community partners were present to accept the proclamation.

6. Public Comment –
   A. Katie Winner, Arvada Resident, addressed council regarding Leadership Jeffco’s 2020 class project.

7. New Business
   A. Consent Agenda
      1. R19-105 A Resolution Authorizing a “Professional Services Agreement” and a "Software License, Maintenance and Support Agreement" each between the City of Arvada and Journal Technologies Inc. for Professional Services Relating to the Installation, Licensing, Maintenance, and Support of Municipal Court Management Software
      2. R19-106 A Resolution Authorizing an Agreement between the City of Arvada and Stantec for Professional Services Relating to the Civil Engineering Design of Ralston Raw Water Pump Station and Pipeline Project in an Amount Not to Exceed $1,440,485.00, Project No. 19-WA-40
      3. R19-107 A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program
      4. R19-108 A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $600,000.00 with the Hill Petroleum Company, for the Purchase of Fuel Used in City Vehicles and Equipment
      5. R19-109 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $400,000.00 with Av-Tech Electronics, Inc. for the Purchase of Safety Supplies, Parts, and Equipment for the Outfitting of Emergency Vehicles
      6. R19-110 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $175,000.00 with Transwest Trucks Inc. for the Purchase of Vehicle Parts and Equipment
      7. R19-111 A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $166,520.00 with Korf Continental for the Purchase of Four 2019 Ford F250 4X4 Pickup Trucks
      8. R19-112 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $293,583.00 to Larry H. Miller Ford for the Purchase of Seven 2019 Ford Police Interceptor Utility Vehicles
      9. R19-113 A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CMGC) Services for the W. 72nd Avenue-Kipling St. to Simms St. Project in an Amount Not to Exceed $530,000.00 Project No. 18-ST-30
10. R19-114 A Resolution Authorizing an Agreement By and Between the City of Arvada and FCI Constructors, Inc. for General Contractor Services for the Parks and Fleet Maintenance Facility in an Amount Not to Exceed $8,144,229

Councilmember Marriott moved that R19-105, A Resolution Authorizing a “Professional Services Agreement” and a "Software License, Maintenance and Support Agreement" Each Between the City of Arvada and Journal Technologies Inc. for Professional Services Relating to the Installation, Licensing, Maintenance, and Support of Municipal Court Management Software; R19-106, A Resolution Authorizing an Agreement between the City of Arvada and Stantec for Professional Services Relating to the Civil Engineering Design of Ralston Raw Water Pump Station and Pipeline Project in an Amount Not to Exceed $1,440,485.00, Project No. 19-WA-40; R19-107, A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program; R19-108, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $600,000.00 with the Hill Petroleum Company, for the Purchase of Fuel Used in City Vehicles and Equipment; R19-109, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $400,000.00 with Av-Tech Electronics, Inc. for the Purchase of Safety Supplies, Parts, and Equipment for the Outfitting of Emergency Vehicles; R19-110, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $175,000.00 with Transwest Trucks Inc. for the Purchase of Vehicle Parts and Equipment; R19-111, A Resolution Authorizing the Issuance of Purchase Orders in the Amount of $166,520.00 with Korf Continental for the Purchase of Four 2019 Ford F250 4X4 Pickup Trucks; R19-112, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $293,583.00 to Larry H. Miller Ford for the Purchase of Seven 2019 Ford Police Intercepter Utility Vehicles; R19-113, A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CMGC) Services for the W. 72nd Avenue-Kipling St. to Simms St. Project in an Amount Not to Exceed $530,000.00 Project No. 18-ST-30; R19--114, A Resolution Authorizing an Agreement By and Between the City of Arvada and FCI Constructors, Inc. for General Contractor Services for the Parks and Fleet Maintenance Facility in an Amount Not to Exceed $8,144,229, be approved.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

B. Resolutions
1. R19-115 A Resolution Restructuring the Membership of the Design Review Advisory Committee

Mark Deven, City Manager, reviewed this resolution with council.

Councilmember Fifer moved that R19-115, A Resolution Restructuring the Membership of the Design Review Advisory Committee, be approved.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved
2. R19-116  A Resolution Authorizing a Second Amendment to Intergovernmental Agreement (IGA) by and between the City of Arvada and Urban Drainage and Flood Control District Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Leyden Creek from Indiana Street to 72nd Avenue, UDFCD No. 14-08.08B, Arvada Project No. 17-DR-02

Mark Deven, City Manager, reviewed this resolution with council.

Councilmember Ford moved that R19-116, A Resolution Authorizing a Second Amendment to Intergovernmental Agreement (IGA) by and between the City of Arvada and Urban Drainage and Flood Control District Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Leyden Creek from Indiana Street to 72nd Avenue, UDFCD No. 14-08.08B, Arvada Project No. 17-DR-02, be approved.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

3. R19-117  A Resolution Authorizing Quit Claim Deeds and Certain Assignments of Property Rights from the City of Arvada to the Jefferson Parkway Public Highway Authority of Surplus Property for Use as Right-of-Way

Rachel Morris, City Attorney, reviewed this resolution with council.

Councilmember Jones moved that R19-117, A Resolution Authorizing Quit Claim Deeds and Certain Assignments of Property Rights from the City of Arvada to the Jefferson Parkway Public Highway Authority of Surplus Property for Use as Right-of-Way, be approved.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

C. Ordinances (First Reading)
1. CB19-045  An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in a PUD-I (Industrial) Zone District for the Goddard School - North Table Mountain, Generally Located at 12720 W 54th Drive (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

2. CB19-046  An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2 (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)
3. **CB19-047** An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA") (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

4. **CB19-048** An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District (Public Hearing to be set for December 2, 2019 at 6:15 p.m.)

Mayor Pro Tem Miller moved that CB19-045, An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in a PUD-I (Industrial) Zone District for the Goddard School - North Table Mountain, Generally Located at 12720 W 54th Drive; CB19-046, An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2; CB19-047, An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA"); CB19-048, An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District, be approved on first reading, ordered published in full and a public hearing set for December 2, 2019 at 6:15 p.m.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

8. **Other**

A. **State of the Police Department Presentation**

Link Strate, Police Chief, Ed Brady, Deputy Chief and A.J. DeAndrea, Deputy Chief, presented information regarding about the current state of the Police Department which included information regarding Recruitment, Retention, Crime Rates and Trends, Assaults on Arvada Police Officers, Crime Scene Investigations, Community Outreach, Evidence Storage, Records Management, Sector Policing, the G-Line, Traffic Safety, Fleet Update, Juvenile Engagement, Teen Academy, Parents Academy and the Super Bowl Ad regarding the Arvada Police Department.

B. **3rd Quarter Financial Presentation**

Bryan Archer, Finance Director, gave a presentation of the 3rd quarter 2019 financials. The presentation included revenue and expenditure highlights of the major funds including: General Fund, Parks, Tax Increments, Capital Projects, Water, Wastewater, Storm Water, Golf, Hospitality and the Internal Service Funds and an update on the current investment market.

9. **Public Hearings**

A. **Estates at Ralston Ridge, Preliminary Development Plan Amendment, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac**
B. Estates at Ralston Ridge, Preliminary Plat, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac

Mayor Williams opened the public hearing on Estates at Ralston Ridge, Preliminary Development Plan Amendment and Estates at Ralston Ridge, Preliminary Plat.

Rob Smetana, Planning Manager, stated that the posting logs and mailing affidavit have been received and are in order. Mayor Williams made them a part of the official record, along with the staff report.

Sworn Testimony: Connie Rubin, Representing Applicant

Councilmember Marriott moved that the Estates at Ralston Ridge, Preliminary Development Plan Amendment, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac, be approved. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

Councilmember Marriott moved that Estates at Ralston Ridge, Preliminary Plat, Generally Located North of West 72nd Avenue Surrounding the Ellis Street Cul-de-sac, be approved. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

C. GEOS Neighborhood Filing No. 2, Preliminary Plat, Generally Located South of West 69th Place and West of Juniper Court

Mayor Williams opened the public hearing on GEOS Neighborhood Filing No. 2, Preliminary Plat.

Rob Smetana, Planning Manager, stated that the posting logs and mailing affidavit have been received and are in order. Mayor Williams made them a part of the official record, along with the staff report.

Sworn Testimony: Michael Tavel, Representing Applicant
Norbert Klebl, Representing Applicant

Councilmember Ford moved that GEOS Neighborhood Filing No. 2, Preliminary Plat, Generally Located South of West 69th Place and West of Juniper Court, be approved subject to the condition of approval identified in the staff report. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved
D.  5 Star Plumbing Building, Preliminary Development Plan, Generally Located at 14420 W 67th Avenue

Mayor Williams opened the public hearing on 5 Star Plumbing Building, Preliminary Development Plan.

Rob Smetana, Planning Manager, stated that the posting logs and mailing affidavit have been received and are in order. Mayor Williams made them a part of the official record, along with the staff report.

Sworn Testimony: Mike Miller, Representing Applicant

Councilmember Fifer moved that 5 Star Plumbing Building, Preliminary Development Plan, Generally Located at 14420 W 67th Avenue, be approved subject to the attached updated condition of approval listed in the Staff Report. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

E.  Public Hearing on the Consolidated Strategy and Plan Submission for Housing and Community Development Programs 2020-2024 and the 2020 Annual Action Plan for 2020 CDBG Funding

1.  R19-118  A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2020 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens


Mayor Williams opened the public hearing on Consolidated Strategy and Plan Submission for Housing and Community Development Programs, R19-118 and R19-119.

Ed Talbot, Manager, City Housing Preservation and Resources, and Vicky Pyne, representing the Human Services Advisory Board, reviewed these items with council.

No one wishing to speak for or against, the public hearing was closed.

Councilmember Fifer moved that R19-118, A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2020 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens, be approved.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved


The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

F. R19-120 A Resolution Approving the Amended and Restated Service Plan for Sabell Metropolitan District No. 2, to Be Known as Sabell Metropolitan District

Mayor Williams opened the public hearing on R19-120.

Rachel Morris, City Attorney reviewed this resolution with council.

Meghan Murphy and Matt Kavanaugh, attorneys representing the Metro District were present.

The public hearing was closed.

Councilmember Jones moved that R19-120, A Resolution Approving the Amended and Restated Service Plan for Sabell Metropolitan District No. 2, to Be Known as Sabell Metropolitan District, be approved.

The following votes were cast on the Motion:
Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

10. Public Comment - Five Minute Limit – none

11. City Council Reports –
A. Councilmember Marriott reiterated the message regarding Small Business Saturday and encouraged everyone to shop local.

B. Councilmember Marriott reported on the first meeting of the Bond Oversight Committee.

C. Councilmember Ford encouraged everyone to attend the Arvada Center Art Market December 5 though 22nd.

D. Councilmember Simpson echoed Councilmember Marriott regarding Small Business Saturday and encouraged everyone to shop on Black Friday as well.

12. City Manager Reports –
A. Mark Deven, City Manager, reviewed the upcoming workshop schedule with council.

13. City Attorney Reports – none

14. Adjournment at 8:50 p.m.
TO: THE HONORABLE CITY COUNCIL  
DATE: December 2, 2019 

SUBJECT: Recognition of Rodman and Gina Schley of Urban Conversion - presented by Councilmember Jones

Report in Brief

Rodman and Gina Schley, producers of Urban Conversion, set Season 3 in Arvada. The Urban Conversion show is nationally syndicated in several hundred markets. In addition to creating awareness of community agriculture, the show reflects our community in a very positive manner. Rodman and Gina show a genuine love for Arvada and are true ambassadors.

There will be a two minute video about Urban Conversion.

Prepared by:
Allison Trembly, Communications and Marketing Manager

Reviewed by:
Daniel Ryley, Director of Economic Development 11/13/2019
Toni Riebschlager, Law Office Administrator 11/15/2019

Approved by:
Ryan Stachelski, Director of Community and Economic Development 11/14/2019
Lori Graham, Senior Assistant City Attorney 11/20/2019
Rachel Morris, City Attorney 11/20/2019
Lorie Gillis, Deputy City Manager 11/20/2019
Mark Deven, City Manager 11/20/2019

Enclosure, exhibits & attachments required to support the report
Certificate of Recognition

City of Arvada

presented to

Rodman & Gina Schley

Urban Conversion

In recognition of being ambassadors for living and working in the City of Arvada

Presented this 2nd day of December, 2019

Marc Williams, Mayor

Dot Miller, Mayor Pro Tem

Bob Fifer, Councilmember

Nancy Ford, Councilmember

David Jones, Councilmember

John Marriott, Councilmember

Lauren Simpson, Councilmember
TO:  THE HONORABLE CITY COUNCIL                              DATE:  December 2, 2019

SUBJECT:  Consent Agenda

Report in Brief


Suggested Motion: Moved by: ________________________________

I move that the Consent Item(s), Number(s) R____________ be (Removed from the Consent Agenda and Heard Upon Item _____________) (Referred to a Workshop) (Postponed Indefinitely).

YES _______      NO ______      ABSENT ______

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

YES _______      NO ______      ABSENT ______

Prepared by:
Bruce Roome, Records Management Coordinator

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report
TO: THE HONORABLE CITY COUNCIL       DATE: December 2, 2019

SUBJECT: R19-121 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $168,396.39 (Excluding Applicable Tax) to Oracle America, Inc., for the Purchase of Oracle Software Update License and Support Provided Under Support Service Number 4586060

Report in Brief

The Information and Technology Management department is requesting the purchase of the renewal for the Oracle Software Update License and Support. These renewals are necessary for the City to receive technical support and software upgrades for compliance from Oracle Corporation. Without such support and software upgrades the system will eventually become obsolete and out of compliance.

The Arvada team recommends that the City Council approve R19-121, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $168,396.39 (Excluding Applicable Tax) to Oracle America, Inc., for the Purchase of Oracle Software Update License and Support Provided Under Support Service Number 4586060.

Financial Impact

This yearly renewal request in the amount of $168,396.39 is currently funded from the Computer Maintenance fund 52.560014.54016. This renewal is paid in 4 quarterly payments.

Background

The City of Arvada entered into a contract with Oracle Corporation on December 7, 1998, for the purchase, implementation, and support of a financial management software solution. The renewal process will become effective January 1, 2020, and will be effective through December 31, 2020. These yearly renewals from the Oracle Corporation are necessary for the City to receive technical support and software upgrades. Without such support and software upgrades the system will eventually become obsolete.

The new quote is tied to the Terms and Conditions of the original Oracle Software License and Service Agreement entered into in 1998. A previous Sole Source for this contract, dated November 18, 2004, is still in effect.

Discussion

These renewals are necessary for the City to receive technical support and software upgrades for compliance from Oracle Corporation. Without such support and software upgrades the system will eventually become obsolete.

These maintenance agreements are renewed yearly and the funds are allocated from the Computer Maintenance fund.
Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan.

The Information and Technology Management department ensures the reliability of the information systems by adhering to regular system updates and patching. In addition, this action is consistent with the Organization and Service Effectiveness principal of leveraging technology to improve results and enhance service delivery. The recommended action also aligns with the continued compliance regarding the IT Security policy.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R19-121, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $168,396.39 (Excluding Applicable Tax) to Oracle America, Inc., for the Purchase of Oracle Software Update License and Support Provided Under Support Service Number 4586060.

Suggested Motion:


Prepared by:

Madeline Stephens, IT Project Manager

Reviewed by:

Toni Riebschlager, Law Office Administrator 11/11/2019

Approved by:

Ron Czarnecki, Chief Information Officer 11/11/2019

Bryan Archer, Director of Finance 11/11/2019

Kimberly Burnham, Senior Assistant City Attorney 11/14/2019
SUBJECT: R19-121 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of $168,396.39 (Excluding Applicable Tax) to Oracle America, Inc., for the Purchase of Oracle Software Update License and Support Provided Under Support Service Number 4586060

Rachel Morris, City Attorney 11/19/2019
Lorie Gillis, Deputy City Manager 11/19/2019
Mark Deven, City Manager 11/19/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-121

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $168,396.39 (EXCLUDING APPLICABLE TAX) TO ORACLE AMERICA, INC., FOR THE PURCHASE OF ORACLE SOFTWARE UPDATE LICENSE AND SUPPORT PROVIDED UNDER SUPPORT SERVICE NUMBER 4586060

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

Section 1. The City Manager is hereby authorized to approve the issuance of a purchase order in the amount of $168,396.39 (excluding applicable tax) with Oracle America, Inc., for the purchase of Oracle software update license and support provided under support service number 4586060.

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

APPROVED AND ADOPTED this 2nd day of December, 2019.

______________________________
Marc Williams, Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Rachel A. Morris, City Attorney
4-Sep-19

Erin Green
CITY OF ARVADA
IT Information Systems
8101 Ralston Road 1st Floor
ARVADA
CO 80002
United States

Dear Erin Green

The technical support services provided under support service number 4586060 will expire, or have expired, on 31-Dec-19. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 2-Dec-19.

Have a question? Call 1-888-545-4577, Chat on Store, or Request Assistance.
GENERAL INFORMATION

<table>
<thead>
<tr>
<th>OFFER EXPIRATION</th>
<th>ORACLE: Oracle America, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Service Number:</td>
<td>4586060</td>
</tr>
<tr>
<td>Offer Expires:</td>
<td>31-Dec-19</td>
</tr>
</tbody>
</table>

Oracle Contact Information:
Oracle Premier Support Renewal Center

Call: 1-888-545-4577
Chat: Chat on [Store](#)
Request Assistance: [Click to Request Assistance](#)

CUSTOMER: CITY OF ARVADA

<table>
<thead>
<tr>
<th>CUSTOMER QUOTE TO</th>
<th>CUSTOMER BILL TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Contact:</td>
<td>Account Contact:</td>
</tr>
<tr>
<td>Erin Green</td>
<td>Accounts Payable</td>
</tr>
<tr>
<td>Account Name:</td>
<td>Account Name:</td>
</tr>
<tr>
<td>CITY OF ARVADA</td>
<td>CITY OF ARVADA</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>IT Information Systems 8101 Ralston Road 1st Floor ARVADA CO 80002 United States</td>
<td>Information Systems Arvada CO 80002 United States</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>720 898-7872</td>
<td>@</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td>E-mail:</td>
<td>E-mail:</td>
</tr>
<tr>
<td><a href="mailto:egreen@arvada.org">egreen@arvada.org</a></td>
<td>@</td>
</tr>
</tbody>
</table>

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 4586060, to Your Oracle Support Sales Representative identified in the table above.
## SERVICE DETAILS

**Program Technical Support Services**

Service Level: Software Update License & Support

<table>
<thead>
<tr>
<th>Product Description</th>
<th>CSI #</th>
<th>Qty</th>
<th>License Metric</th>
<th>License Level / Type</th>
<th>Start Date</th>
<th>End Date</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALERT V5.0 REL10.7</td>
<td>2470356</td>
<td>1</td>
<td>CONCURRENT DEVICE</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>APPS NCA 10.7 <strong>HP 98XX HP-UX</strong></td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>ASF</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>ASSETS V7.0 REL10.7</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>CASH MNGT 11.0</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>GOVT GENERAL LEDGER V9.0 REL10.7</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>GOVT PAYABLES V8.0</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>GOVT PURCHASING V8.0</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>GOVT RECEIVABLES V7.0</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>GRANTS MGMT 1.1</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>HUMAN RESOURCES 7.0</td>
<td>2470356</td>
<td>900</td>
<td>EMPLOYEE</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>OBJECT LIBRARY V6.1 REL10.7</td>
<td>2470356</td>
<td>2</td>
<td>DEVELOPER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>PAYROLL V4.0 REL10.7</td>
<td>2470356</td>
<td>900</td>
<td>EMPLOYEE</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>PROJECT BILLING V4.1</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>PROJECT CONNECT 1.1</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>PROJECT COSTING V4.1</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>PUBLIC SECTOR BUDG 1.1</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>SERVER EE 8.0</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>ASF</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>TIME MANAGEMENT 1.0</td>
<td>2470356</td>
<td>900</td>
<td>EMPLOYEE</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>TRAINING ADMINISTRATOR V1.0 REL10.7</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
</tbody>
</table>
### Program Technical Support Services

**Service Level:** Software Update License & Support

<table>
<thead>
<tr>
<th>Product Description</th>
<th>CSI #</th>
<th>Qty</th>
<th>License Metric</th>
<th>License Level / Type</th>
<th>Start Date</th>
<th>End Date</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAINING ADMINISTRATOR V1.0 REL10.7</td>
<td>2470356</td>
<td>200</td>
<td>NAMED USER</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>WEB CUSTOMER V2.0</td>
<td>2470356</td>
<td>1</td>
<td>CONCURRENT DEVICE</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>WEB EMPLOYEE V2.0</td>
<td>2470356</td>
<td>1</td>
<td>CONCURRENT DEVICE</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.40</td>
</tr>
<tr>
<td>WEB SUPPLIER V2.0</td>
<td>2470356</td>
<td>1</td>
<td>CONCURRENT DEVICE</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>5,609.34</td>
</tr>
<tr>
<td>Oracle Database Enterprise Edition - Processor Perpetual</td>
<td>14753239</td>
<td>3</td>
<td>LIMITED USE SPECIFIED APP</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>12,524.71</td>
<td></td>
</tr>
<tr>
<td>Oracle Discoverer Desktop Edition - Named User Plus Perpetual</td>
<td>14753239</td>
<td>100</td>
<td>FULL USE</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>11,088.95</td>
<td></td>
</tr>
<tr>
<td>Oracle Internet Application Server Enterprise Edition - Named User Plus Perpetual</td>
<td>14753239</td>
<td>60</td>
<td>LIMITED USE SPECIFIED APP</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>4,099.62</td>
<td></td>
</tr>
<tr>
<td>Oracle Internet Application Server Enterprise Edition - Processor Perpetual</td>
<td>14753239</td>
<td>3</td>
<td>LIMITED USE SPECIFIED APP</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>10,212.18</td>
<td></td>
</tr>
<tr>
<td>Oracle Internet Developer Suite - Named User Plus Perpetual</td>
<td>14753239</td>
<td>2</td>
<td>LIMITED USE SPECIFIED APP</td>
<td>1-Jan-20</td>
<td>31-Dec-20</td>
<td>1,454.79</td>
<td></td>
</tr>
</tbody>
</table>

**Program Technical Support Fees:** USD 168,396.39

**Total Price:** USD 168,396.39

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve...
as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/or hardware ("Support Period").

- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.
TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY OF ARVADA represents that Customer has authorized CITY OF ARVADA to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. CITY OF ARVADA agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY OF ARVADA agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of CITY OF ARVADA to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which technical support has been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at http://www.oracle.com/us/support/policies/index.html.

The technical support services acquired under this ordering document are governed by the terms and conditions of the SLSA-201915-07-DEC-98 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.
ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check, or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that unless You are a U.S. federal government or public sector entity, if the pre-tax value of this ordering document is USD $2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. If You are an U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY OF ARVADA is a tax exempt organization and is not an U.S. federal government entity, a copy of CITY OF ARVADA's tax exemption certificate must be submitted with CITY OF ARVADA's purchase order, credit card or other acceptable form of payment.

PAYMENT DETAILS

Purchase Order
If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 4586060
- Total Price: USD 168,396.39 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY OF ARVADA agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document will apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card
If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD $100,000 or greater or transactions that are not in USD.

Check
If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:
- Support Service Number: 4586060
- Total Price: USD 168,396.39 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY OF ARVADA agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Checks for technical support services renewed under this renewal order should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc  
PO Box 44471  
San Francisco, CA 94144-4471

**All Other States:**

Oracle America, Inc  
PO Box 203448  
Dallas, TX 75320-3448
TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2019

SUBJECT: R19-122 A Resolution Authorizing an Intergovernmental Agreement Between Adams County, Colorado and the Cities of Arvada, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett for Sharing the Cost of a Census Liaison Position in Adams County

Report in Brief

Council action is requested on the attached resolution authorizing an intergovernmental agreement between Adams County and the municipalities within Adams County to financially support an Adams County 2020 Census liaison employment position. The purpose of the position is to support the U.S. Census Bureau in coordinating awareness activities within the Adams County, including the Adams County Complete Count Committee.

The Arvada team recommends that the City Council approves R19-122, A Resolution Authorizing an Intergovernmental Agreement Between Adams County, Colorado and the Cities of Arvada, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett for Sharing the Cost of a Census Liaison Position in Adams County.

Financial Impact

The total two-year cost of the position is estimated to be $124,000. Each local government entity is expected to contribute to this total an amount based on the number of its residents who live within Adams County. As such, the City of Arvada would be expected to contribute $500.

Background

A complete count of City of Arvada residents in the 2020 Census is critical to ensuring they receive their fair share of political representation, federal funding, accurate data and other resources. The City has identified members of the City team to coordinate the City's support of the 2020 Census, and City Council approved funding for these activities as part of the Budget update for fiscal year 2020. City Council also approved the formation of a Complete Count Committee at its June 3, 2019 business meeting, and those activities continue. This resolution is an opportunity to augment these existing efforts by strengthening the City's partnerships with local governments in Adams County. It is part of an attempt to implement as many avenues of support for the 2020 Census as possible in order to be successful during the count.

Discussion

The purpose of this resolution is to join Adams County and other municipalities therein in funding a 2020 Census liaison to support local engagement initiatives, publicity and promotional activities in order to increase community awareness and participation in the 2020 Census.

A requirement of the Constitution of the United States of America, the federal government has performed a nationwide census every ten years since 1790, with the last census occurring in 2010. The City of Arvada has a vested interest in ensuring an
Accurate and complete count of Arvada residents because the results 1) determine how many seats each state will have in the U.S. House of Representatives, 2) affect the distribution of over $675 billion in federal and state funding each year, 3) are used to draw political districts, and 4) inform City master planning, public safety, emergency preparedness and other City projects. In addition to a large mobilization of temporary federal workers, the US Census Bureau relies on partnerships with local governments, businesses, non-profits, faith-based organizations, schools, and other community partners to help ensure a complete count of the United States population, which must be reported to the president by Dec. 31, 2020.

If approved, the City of Arvada will join adjacent municipalities to strengthen a regional network in support of the 2020 Census. It is anticipated that the Adams County liaison will help the City perform outreach to Arvada residents living in Adams County, and will coordinate with the Arvada Complete Count Committee to maximize the reach and availability of resources and visibility events in the area.

**Public Contact**

Posting of the City Council agenda.

**Commission Recommendation**

N/A

**Strategic Alignment**

This action is consistent with the City Council Strategic Plan Priority Areas of Organizational and Service Effectiveness as well as Vibrant Community and Neighborhoods.

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve R19-122, A Resolution Authorizing an Intergovernmental Agreement Between Adams County, Colorado and the Cities of Arvada, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett for Sharing the Cost of a Census Liaison Position in Adams County.

**Suggested Motion:**

I move that R19-122, A Resolution Authorizing an Intergovernmental Agreement Between Adams County, Colorado and the Cities of Arvada, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett for Sharing the Cost of a Census Liaison Position in Adams County, be (approved) (rejected).

Prepared by:

Bruce Roome, Records Management Coordinator
SUBJECT: R19-122 A Resolution Authorizing an Intergovernmental Agreement Between Adams County, Colorado and the Cities of Arvada, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett for Sharing the Cost of a Census Liaison Position in Adams County

Reviewed by:
Toni Riebschlager, Law Office Administrator 11/19/2019

Approved by:
Ben Irwin, Communications Manager 11/19/2019
Bryan Archer, Director of Finance 11/19/2019
Rachel Morris, City Attorney 11/20/2019
Lorie Gillis, Deputy City Manager 11/20/2019
Mark Deven, City Manager 11/20/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-122

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND THE CITIES OF ARVADA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, AND THE TOWN OF BENNETT FOR SHARING THE COST OF A CENSUS LIAISON POSITION IN ADAMS COUNTY

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

Section 1. The Mayor or Mayor Pro Temp is authorized to sign and the City Clerk to attest, in a form approved by the City Attorney, an Agreement, which is in substantially the same form as attached intergovernmental agreement between Adams County, Colorado and the cities of Arvada, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, Westminster, and the Town of Bennett for sharing the cost of a census liaison position in Adams County.

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

APPROVED AND ADOPTED this 2nd day of December, 2019.

______________________________
Marc Williams, Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Rachel A. Morris, City Attorney
INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND THE CITIES OF ARVADA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, AND THE TOWN OF BENNETT FOR SHARING THE COST OF A CENSUS LIAISON POSITION IN ADAMS COUNTY

This Intergovernmental Agreement (“IGA”) is made on this ___ day of ____________, 2019, by and between Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as “County” and the City of Arvada, Colorado, located at 8101 Ralston Road, Arvada, Colorado 80002; the City of Brighton, Colorado, located at 500 South 4th Avenue, Brighton, Colorado 80601; the City of Commerce City, Colorado, located at 7887 East 60th Avenue, Commerce City, Colorado 80022; the City of Federal Heights, Colorado, located at 2380 West 90th Avenue, Federal Heights, Colorado, 80260; the City of Northglenn, Colorado, located at 11701 Community Center Drive, Northglenn, Colorado 80233; the City of Thornton, Colorado, located at 9500 Civic Center Drive, Thornton, Colorado 80229; the City of Westminster, Colorado, located at 4800 West 92nd Avenue, Westminster, Colorado 80031; and the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102; collectively referred to herein as “Municipalities”. The County and Municipalities may be collectively referred to herein as the “Parties”.

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the Parties are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and,

WHEREAS, the Parties intend to enter this IGA to address the cost associated with a Census Liaison position (“Position”) with Adams County; and,

WHEREAS, the Parties intend to fund the Position for two years from April 2019 through April 2021; and,

WHEREAS, the total two-year cost of the Position is estimated to be one hundred twenty-four thousand dollars ($124,000); and,

WHEREAS, the Parties intend that the proportionate contributions set forth in the Scope of Work be committed to pay the cost of the Position; and,

WHEREAS, in the event the Position cost is less than the estimated cost, the Parties agree that the excess funds will be refunded to the Parties based upon the proportionate share of their contributions; and,

WHEREAS, in the event the Position cost is more than the estimated cost, the Parties agree that no additional contributions will be requested by the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:
SECTION 1- SCOPE OF THE IGA

The Parties will perform their obligations under this IGA according to the Scope of Work, attached hereto and fully incorporated herein as Attachment A.

SECTION II- TERM OF THE IGA

The Term of this IGA shall be for the two-year period ending on April 30, 2021.

SECTION III- ALLOCATION OF COSTS

The Municipalities agree to pay funds in accordance with the attached Scope of Work directly to Adams County no later than March 1, 2020.

SECTION IV- ANNUAL APPROPRIATIONS

Nothing herein shall constitute a multiple fiscal year obligation of any Party pursuant to Article X, Section 20, of the Colorado Constitution (TABOR). Each Party's financial obligations under this Agreement are contingent upon its legislative body's annual appropriation of funds to discharge the obligations set forth in this Agreement.

SECTION V - INDEPENDENT CONTRACTOR

In providing services under this IGA, the County acts as an independent contractor and not as an employee of the Municipalities. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of the Municipalities because of the performance of any services or work under this IGA. The County, at its sole expense, shall procure and maintain workers’ compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers’ Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers’ compensation benefits from the Municipalities. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.

SECTION VI - NONDISCRIMINATION

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

SECTION VII- HOLD HARMLESS
Each Party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement, and further, each Party, to the extent authorized by law, agrees to hold harmless the other for such actions or omissions of its own employees and/or agents. It is agreed that such liability for actions and omissions of agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, no Party waives nor intends to waive, as to any person not a party to this Agreement the limitations on liability which are provided to each party under the Colorado Governmental Immunity Act § 24-10-101, C.R.S.

SECTION VIII - INSURANCE AND GOVERNMENTAL IMMUNITY

During the term of this IGA, the County agrees to maintain insurance in all forms and types as required by law through either commercial policies or self-insurance. Nothing in this IGA shall be construed as a waiver by any party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended.

SECTION IX - TERMINATION

Any Party may terminate its participation in this IGA upon the provision of written notice to the other Parties at least 30 days prior to the effective date of the termination. No funds will be returned to any Party due to termination of this agreement.

SECTION X - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17th Judicial District, Colorado.

B. Compliance with Laws

During the performance of this IGA, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this IGA that are considered to be “Protected Health Information.”

C. Record Retention
The County shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated, unless otherwise provided or required by law. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by any party without the prior written consent of the Parties.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Attn: County Manager’s Office
4430 South Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6829
Facsimile: 720-523-6045

For the Municipalities:

City of Arvada
Attn: City Manager
8101 Ralston Road
Arvada, CO 80002
Phone: 720-898-7500
Facsimile: 720-898-7515

Copy to: City of Arvada
Attn: City Attorney
8101 Ralston Road
Arvada, CO 80002
Phone: 720-898-7175
Facsimile: 720-898-7175

City of Brighton
Attn: City Manager
500 South 4th Avenue
Brighton, CO 80601
Phone: 303-655-2000
Facsimile: XXX

City of Commerce City
Attn: City Manager
7887 East 60th Avenue
Commerce City, CO 80022
Phone: 303-289-3600
Facsimile: XXX

City of Federal Heights
Attn: City Manager
2380 West 90th Avenue
Federal Heights, CO 80260
Phone: 303-412-3525
Facsimile: XXX

City of Northglenn
Attn: City Manager
11701 Community Center Drive
Northglenn, CO 80233
Phone: 303-450-8709
Facsimile: XXX

City of Thornton
Attn: City Manager
9500 Civic Center Drive
Thornton, CO 80229
Phone: 303-538-7200
Facsimile: 303-538-7562

City of Westminster
Attn: City Manager
4800 West 92nd Avenue
Westminster, CO 80031
Phone: 303-658-2006
Facsimile: 303-706-3921

Town of Bennett
Attn: Town Administrator
207 Muegge Way
Bennett, CO 80102
Phone: 303-644-3249
Facsimile: 303-644-4125
H. **Integration of Understanding**

This IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

I. **Paragraph Headings**

Paragraph headings are inserted for the convenience of reference only.

J. **Counterparts**

This IGA 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.

K. **Parties Interested Herein**

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

L. **Severability**

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. **Authorization**

Each Party represents and warrants that it has the power and ability to enter this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

____________________________________  ______________________________
Chair Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

Approved as to form:

____________________________________  ______________________________
Deputy Clerk Adams County Attorney’s Office

PLEASE INSERT A SIGNATURE BLOCK FOR EACH MUNICIPALITY. THEY MAY
EACH HAVE A PREFERRED FORM.
CITY OF ARVADA

______________________________ Date: _________________________
Marc Williams, Mayor
8101 Ralston Road, P.O. Box 8101
Arvada, CO 80001

ATTEST:

_____________________________
Kristen R. Rush, City Clerk

APPROVED AS TO FORM:

_____________________________
Office of the City Attorney
CITY OF FEDERAL HEIGHTS, COLORADO

Daniel L. Dick, Mayor

ATTEST:

Lynette F. White, MMC, Town Clerk

William P. Hayashi, City Attorney
CITY OF NORTHGLENN, COLORADO
CITY OF THORNTON, COLORADO

By:______________________________________

                        Kevin S. Woods, City Manager

ATTEST:

_________________________________________

                        Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

_________________________________________

                        Luis A. Corchado, City Attorney
TOWN OF BENNETT

____________________________________ Date: __________________________
Royce D. Pindell, Mayor

ATTEST:

____________________________________
Lynette F. White, MMC, Town Clerk
ATTACHMENT A

SCOPE OF WORK

CENSUS LIAISON POSITION

Adams County has hired a Census Liaison, which is a project-designated position from April 2019 through April 2022. This individual will serve as a primary contact and coordinator for Adams County’s efforts related to the 2020 Census, which includes the implementation and coordination of activities, branding, messaging, and stakeholder engagement, to ensure the best and most complete count in Adams County. In addition to leading Adams County’s Complete Count Committee, the Census Liaison will work with municipal and organizational partners to:

- Develop a plan for a coordinated regional approach
- Coordinate efforts with the U.S. Census bureau
- Develop strategies on reaching hard-to-count neighborhoods and populations
- Create and deliver presentations to City Councils, staff, stakeholder groups, and partner agencies
- Coordinate with other departments, offices, and agencies to respond to data inquiries related to the 2020 Census

MUNICIPAL ENGAGEMENT

Adams County recognizes that while cities understand the value of the Census, resources can be limited due to other priorities, which is why Adams County desires to lead the Complete Count Committee Census efforts. The areas in which the Census Liaison and Adams County agrees to support the Municipalities include, but is not limited to:

- Identifying and targeting hard-to-count communities
- Work closely with U.S. Census Bureau throughout and utilizing their tools and resources
- Creation, development, and purchasing of materials that promote the 2020 Census
- Attend already-established community events throughout Adams County that are hosted by municipalities, nonprofit organizations, faith-based groups, business partners, among others
- Work with nonprofit organizations that are trusted partners by the hard-to-count communities
- Help organizations identify and apply for grants related to 2020 Census efforts
- Sponsor and attend public forums and events to provide information to community members through direct outreach
- Have multiple in-person discussions with people in hard-to-count populations
- Partner and provide more intensive outreach that could include discussions for households with limited English, outreach to homeless populations, and work with people who do not have access to the internet or are not familiar with filling out computer forms
• Utilize the County’s GIS manager to assist with canvassing efforts and other partner needs
• Utilize the funding received through any grants to the Adams County Complete Count Committee to the benefit of all the Parties

The Municipalities agree to:

• Pass a proclamation in support of the 2020 Census and the Adams County Complete Count Committee
• Be involved and engage with our Complete Count Committee or subcommittee as the Municipalities see fit
• Notify the Census Liaison of community events that city staff are aware of
• Help identify nonprofit organizations and other potential partners that could help support Census efforts
• Provide a portion of the funding for a two-year period for the Census Liaison position

FUNDING FOR CENSUS LIAISON POSITION

Funding for the Census Liaison position for the period April 2019 – April 2021 will be shared among the Parties as set forth below (based on Adams County’s population in 2017):

<table>
<thead>
<tr>
<th></th>
<th>TOTAL SUPPORT FOR TWO YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams County</td>
<td>$62,000</td>
</tr>
<tr>
<td>Thornton</td>
<td>$23,000</td>
</tr>
<tr>
<td>Westminster</td>
<td>$12,000</td>
</tr>
<tr>
<td>Commerce City</td>
<td>$10,000</td>
</tr>
<tr>
<td>Brighton</td>
<td>$7,000</td>
</tr>
<tr>
<td>Northglenn</td>
<td>$7,000</td>
</tr>
<tr>
<td>Federal Heights</td>
<td>$2,000</td>
</tr>
<tr>
<td>Arvada</td>
<td>$500</td>
</tr>
<tr>
<td>Bennett</td>
<td>$500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$124,000</strong></td>
</tr>
</tbody>
</table>

In the event the actual cost for the two-year period is less than $124,000, the excess funds will be refunded to the Parties based upon the proportionate share of their contributions. In the event the actual cost for the two-year period exceeds $124,000, no additional funds will be requested of the municipalities.
TO:  THE HONORABLE CITY COUNCIL
DATE:  December 2, 2019

SUBJECT:  R19-123 A Resolution Authorizing a Memorandum of Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2020 Programs and Services in Olde Town Arvada

Report in Brief

During 2019, the Olde Town Business Improvement District (BID) has followed their operating plan in order to continue the success of Arvada's downtown. A mid-year operating plan update was submitted to the City in July of 2019 and shared with City Council. Therefore, staff finalized the Memorandum of Agreement and scheduled Council consideration of the Agreement for the December 16, 2018 City Council meeting.

As part of the FY 2020 budget process, the City Council expressed support for allocating matching funds to create a total operating budget of approximately $342,783 for the BID. On October 21, 2019 the City Council approved the 2020 budget which included the City match of $68,000.

The Memorandum of Agreement summarizes the business relationship between the City and the BID. The Agreement is for one year which will allow the City to evaluate the BID’s performance prior to considering an allocation for 2021. City funds will be used by the BID to support public programs and services, including enhanced maintenance, public safety, and event support. City services are defined by the Baseline Services document. The BID will present a status update in July and an annual report in December to the City Manager in order to continuously evaluate the services provided through the Agreement. Staff believes that the Memorandum of Agreement provides the foundation for a successful, collaborative and productive implementation of the Business Improvement District for Olde Town, a stated objective of the City and the Olde Town area for many years.

The Arvada team recommends that the City Council approve R19-123, A Resolution Authorizing a Memorandum of Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2020 Programs and Services in Olde Town Arvada.

Financial Impact

As stated above, this is a one year contribution of $68,000 subject to annual consideration for renewal. This amount was approved by the City Council as part of the 2020 budget.

Background

On November 4, 2014, as part of the general election, business and property owners voted 49-14, by a 73% margin, to approve the BID and authorize the mill levy. The City Council subsequently approved the first Memorandum of Agreement with the Olde Town BID in early 2015 and have annually approved such agreements each year.
Discussion

Included as Attachment A is the Memorandum of Agreement that outlines the terms and conditions which will continue the cooperative relationship between the City and the Olde Town BID. Through this Agreement the City and BID believe that improved coordination will help focus mutual efforts, provide accountability of how public dollars are utilized, establish clear communication, clarify roles and responsibilities and support the entire community by fostering Olde Town Arvada's ongoing economic vitality.

As in previous years, City staff will continue to work closely with the BID Board to address opportunities, concerns and issues associated with Olde Town and to support effective governance. Attachment B defines the City's Baseline Services that will be provided to the BID. These services include economic development support such as grants to support infrastructure, park and landscape maintenance of common areas and gathering spaces, site amenities such as benches and bike racks, snow removal of the plaza area and basic patrol services to maintain public safety. City staff, including the City Manager, Community and Economic Development Director and Police Command staff will meet periodically with BID representatives.

Attachment C summarizes the 2019 BID Operating Plan. The Plan includes goals, ideas and direction that support the mission and visions of BID Board. The plan shall subside and flow throughout the year and into the future as funding and priorities evolve. As stated, the 2019 Operating Plan includes power washing of sidewalks, upgrade and modernize the Olde Town Square kiosk, lighting and other crime deterrent solutions and marketing activities to support attraction of Arvada residents and visitors to Olde Town.

Public Contact

Posting of the City Council agenda and notification to the Olde Town BID Board of Directors.

Commission Recommendation

The Olde Town BID Board of Directors collaborated with staff to develop the Memorandum of Agreement and support the staff recommendation presented herein.

Strategic Alignment

The recommended action aligns with the Vibrant Community and Neighborhoods Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R19-123, A Resolution Authorizing a Memorandum of Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2020 Programs and Services in Olde Town Arvada.

Suggested Motion:
I move that R19-123, A Resolution Authorizing a Memorandum of Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2020 Programs and Services in Olde Town Arvada, be (approved) (rejected).

Prepared by:
Michele Broski, Executive Assistant

Reviewed by:
Toni Riebschlager, Law Office Administrator
11/11/2019

Approved by:
Jessica Prosser, Assistant to the City Manager 11/11/2019
Kimberly Burnham, Senior Assistant City Attorney 11/14/2019
Emily Grogg, Senior Assistant City Attorney 11/15/2019
Rachel Morris, City Attorney 11/20/2019
Lorie Gillis, Deputy City Manager 11/20/2019
Mark Deven, City Manager 11/20/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-123

A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ARVADA AND THE OLDE TOWN ARVADA BUSINESS IMPROVEMENT DISTRICT FOR THE FISCAL YEAR 2020 PROGRAMS AND SERVICES IN OLDE TOWN ARVADA

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Memorandum of Agreement, which is in substantially the same form as that attached hereto, between the City of Arvada and the Olde Town Arvada Business Improvement District.

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

APPROVED AND ADOPTED this 2nd day of December, 2019.

________________________________________
Marc Williams, Mayor

ATTEST:

________________________________________
City Clerk

APPROVED AS TO FORM:

________________________________________
Rachel A. Morris, City Attorney
Baseline Services for Olde Town Arvada, defined as the area roughly between Ralston Road on the north to the G Line railroad tracks on the south, and from Wadsworth Bypass on the east to Yukon Street on the west, are provided by a variety of work groups within each work system.

**Organizational and Service Effectiveness**

- 40 hours staff time per year on special event permits and new liquor licensing applications/transfers of ownership
- Meeting with BID leadership as needed
- Sales tax collection and assistance with sales tax licensing, education and compliance.

**Community and Economic Development and Urban Renewal**

- Building permit applications and review.
- Code enforcement actions.
- Planning and zoning review, including site development plans and building permit applications.
- Design review for Applications for Certificates of Compliance with the Design Guidelines for Olde Town Arvada
- Façade loans and grants for building and site improvements, signage, water lines and taps, and other assistance.
- Marketing and relocation assistance about available properties in the downtown area.
- Marketing and information about area businesses and attractions through the Arvada Visitor’s Center in conjunction with the Arvada Chamber of Commerce.
- Assistance with new business development and retention of existing businesses.
- Development financing and incentives and revitalization projects through the Arvada Urban Renewal Authority (AURA)

- Review of building permit applications and issuance of building permits as needed.
- Building permit construction inspections as needed.
- Building inspections as needed for safety concerns.
Vibrant Community and Neighborhoods

- Appointment of staff liaison to BID Board and consultation with the BID and other downtown stakeholders for regular reporting to City Council.
- Facilitating Council consideration of annual request for City matching funds.
- Coordination of public art program, including RFQ process, siting and future installations.
- Olde Town Square fountain equipment pre-operation verification, and operation and maintenance from May 1st through September 30th.
- Weekly mowing and weeding of Olde Town Square turf, including twice yearly aeration and fertilization.
- Extensive tree, shrub and plant care to maintain health, vigor and aesthetic appearance according to accepted horticultural practices. This includes cutting back ornamental grasses, herbaceous perennials, and pruning all dead, diseased and dying branches. Pruning of ground covers to maintain neat, well-kept appearance. Regular pruning of trees to maintain desirable form, eliminate diseased or damaged growth, prevent health or safety hazards, and maintain sidewalk and street clearance. Once a year or more, extensive overall pruning will occur of all trees, shrubs, and plant material. Once a month winter tree watering is done on all trees throughout the streetscape tree wells.
- Staff will energize the irrigation system in the spring, winterize in the fall, adjust heads as needed, repair breaks in a timely manner, and prevent any interruptions in the watering cycles for all landscaping (McIlvoy Park and all other). Performance of routine maintenance on the system components on a weekly basis and winterization of the sprinkler system completed by October 15th.
- Annual flower bed preparation, including soil turning once a year in the fall and flower dead heading on an as needed basis. Daily watering during the growing season. Hand watering of flower pots on Grandview Avenue daily. Flower pots on Old Wadsworth watered through a controller, with flowers displayed from May 1st through September 31st, weather permitting.
- Trash receptacles checked and if necessary, changed once a day 7 days a week from April 1st thru October 31st along with ground litter and debris. Through the winter (weather permitting) the trash receptacles and ground litter and debris are checked Monday through Friday.
- Site amenities such as trash receptacles, bike racks, light poles, banner poles, benches, history walk signs, electrical to tree wells and in shrub beds, brick pavers, and shade structures are inspected once a week and repairs made as necessary.
- Graffiti eradication including all surfaces throughout the site, including but not limited to: walkways, hard surfaces, benches, tables, boulders, retaining walls, signage, lighting and fencing as needed.
- Hanging of seasonal banners and switch out per season 4-6 times a year. Flags will be displayed on President’s Day, Memorial Day, Flag Day, Independence Day, Labor Day, Harvest Festival and Veteran’s Day.
• Weather permitting, the holiday lights are installed on the street trees approximately November 1st and displayed through March 1st. The holiday display in Olde Town Square is installed around Thanksgiving and displayed through January 1st. The entire display is inspected daily throughout the work week and repaired as necessary.
• Snow removal though the plaza, public parking lots and on all public sidewalk arteries (not adjacent to businesses). Snow removal occurs within twenty four hours after the snow fall, conducted with light duty equipment such as ATV’s, snow blowers, etc.
• On call services for all of the special events that are held in Olde Town.

Safe Communities

• 3-5 Police Officers assigned to the overall Baker District 24 hours a day/seven days per week.
• CORE team established with presence in Olde Town in 2019
• Contracting with a parking enforcement firm in order to better utilize on-street and public parking areas. Staff to be available for BID Board meetings and Parking committee meetings to consider issues and problem resolution.
• Premise checks involving contact with business owners and employees, building relationships and security checks.
• Security for special events.
• Programs for businesses and residents in the area, including crime prevention through environmental design, training to businesses and their employees in reducing the occurrences of crime, as well as a number of other programs based on the needs of the business or resident.
• Ongoing collaboration with community partners in addressing homelessness awareness and impacts.
• Responding to service requests related to crime or traffic, as well as increases to crime or traffic in a particular area.
• Performance of directed traffic enforcement activities as needed
• Responding to animal control and code enforcement calls for service.
• Education and enforcement actions in Olde Town.

Infrastructure
- Street sweeping every Friday morning from March to October.
- Street and alley patching as needed.
- Snow removal—snow pushed to center of streets then removed between Upham and Yukon and from Grandview to 58th.
- Traffic Signal and sign installation and maintenance as needed.
- Maintenance of historic style Acorn street lights as needed.
- Striping and marking of streets as needed
- Meter reading every two months for utility billing and maintenance purposes.
- Fire hydrant maintenance once per year per hydrant.
- Water system flushing every two years.
- Water line valve rotation once every two years.
- Repair of meter pits as needed (rare)
- Replacement of water system lines when needed-new system installed in 2005.
- Annual cleaning of sanitary sewer pipes.
- Replacement of wastewater system as needed.
- Grease trap inspection and maintenance.
- Inspection of sanitary sewer pipes every 5 years.
- Review and consultation about private sewer service line issues.
- On-call system for after-hours emergencies.
- Cleaning of stormwater system pipelines as needed—generally every 3 years.
- Replacement of stormwater system as needed—relatively new system at present.
- On-call system for after-hours stormwater management emergencies.
Olde Town Arvada BID 2020 Proposed Operating Plan

Name: Olde Town Arvada Business Improvement District (BID).
Legal Authority: A BID in Colorado is organized pursuant to the Business Improvement District Act, Section 31-25-1201 et seq.,

BID Boundaries: The BID area encompasses generally the commercial property in the area from the south side of Ralston Road on the north, Grandview Avenue on the south, Yukon on the west and Teller on the east, encompassing the Olde Town core, and allowing for future expansion south of Grandview Avenue and/or north of Ralston Road when the opportunity to do so arises. Personal property is not included in the BID boundary.

City Services: BID services are designed to supplement existing City services and will be in addition to City services that are currently provided in Olde Town.

Operating Plan: This plan that includes goals, ideas and direction that support the mission and visions of BID Board. The plan shall subside and flow throughout the year and into the future as funding and priorities evolve. In no particular order, the plan includes and may not be limited to the following:

MARKETING - To create, partner and implement unique strategies that draw people from near and far to enjoy and patronize Olde Town Arvada through programs such as:

- Continued development and implementation comprehensive marketing plan.
- Host events and support partners’ events and festivals.
- Increase social media engagement.
- Consistently provide monthly E-Newsletter to Merchants and/or public on current and up & coming Information.
- Explore and launch an alternative to our current “gift card” program.
- Partnership with the Visitors Center on which continue to promote Olde Town as a destination for visitors.
- Utilize board members and staff to engage new and existing businesses owners to educate and promote the BID’s efforts and projects.
- Identify and pursue other marketing opportunities as they arise throughout the year.

PLACEMAKING - To emphasize an attractive, historic, and engaging Olde Town through physical, interactive, and branding enhancements through programs such as:

- Seek and deploy a firm to design ‘Gateway’ arch signs.
- Creative Public Art opportunities and/or installations.
• Directional way finding and directories.
• Identify ways to enhance public spaces in District.
• Continue to pursue partnerships with the City to enhance public spaces.
• Other vitality initiatives as appropriate.

PHYSICAL IMPROVEMENTS & ENHANCED MAINTENANCE - To create an attractive and appealing environment while maintaining the District's unique character and ambiance through programs and partnership such as:

• Streetscape and public space improvements.
• Powerwashing sidewalks.
• Upgrade and modernize Olde Town Square Kiosk.
• Other initiatives as appropriate.

ADVOCACY - To advocate for all aspects of a culturally and economically vibrant Olde Town through areas such as:

• Unified district voice.
• Advancing policies.
• Executive staffing oversight of operational advocacy and program management of increased partnerships and opportunities to promote the heart of the City.

PUBLIC SAFETY - To ensure Olde Town remains safe and inviting through programs such as:

• Arvada PD Neighborhood Officer Updates.
• Lighting & deterrent solutions.
• Continued safety training opportunities for businesses.

ADMINISTRATION - Annual compliance and delivery of BID programs and services through items such as but not limited to:

• Reporting
• Staffing & support
• Day to day operations

Assessment Methodology/Budget: The budget is based upon an 8.5 mill levy on taxable commercial real property (exempt and residential properties are not included in the BID), raising an estimated $115,916. The City of Arvada has agreed to match the BID assessment on a dollar-for-dollar basis up to $68,000 for 2020, and amounts to be determined annually thereafter.
BID Governance: The BID statute allows for a board of 5 to 11 members who are BID electors. The Olde Town BID board currently consists of the maximum allowed 11 members who are commercial property or business owners within the district.

Program Management Structure: The BID delivers programs and services for the areas of the district that pay into the BID through a mill levy. The BID has its own board, operating plan and staffing to support programming.

Term: The Olde Town Arvada BID has an initial ten-year term. This will allow for property owners to evaluate the BID's effectiveness at the end of the term. If the BID is deemed successful, the BID will request that the City Council renew the BID by ordinance after the initial period. If the BID is not considered to be successful, it will sunset at the end of the initial term.
## Estimated Resources

<table>
<thead>
<tr>
<th></th>
<th>2018 Actual Budget</th>
<th>2019 Approved Budget</th>
<th>2019 Actual Budget*</th>
<th>2020 Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance, Estimated</td>
<td>$108,600</td>
<td>$114,300</td>
<td>$112,096</td>
<td>$139,063</td>
</tr>
<tr>
<td>Property tax</td>
<td>$99,354</td>
<td>$96,850</td>
<td>$97,584</td>
<td>$115,916</td>
</tr>
<tr>
<td>City of Arvada match</td>
<td>$34,000</td>
<td>$68,000</td>
<td>$102,000</td>
<td>$68,000</td>
</tr>
<tr>
<td>Marketing Partnerships &amp; Sponsorships</td>
<td>$ -</td>
<td>$ -</td>
<td>$11,900</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL AVAILABLE RESOURCES</strong></td>
<td><strong>$241,954</strong></td>
<td><strong>$279,150</strong></td>
<td><strong>$323,580</strong></td>
<td><strong>$322,979</strong></td>
</tr>
</tbody>
</table>

## Estimated Expenditures

<table>
<thead>
<tr>
<th></th>
<th>2018 Actual Budget</th>
<th>2019 Approved Budget</th>
<th>2019 Actual Budget*</th>
<th>2020 Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing &amp; Events:</td>
<td>$9,530</td>
<td>$55,000</td>
<td>$44,715.00</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>Physical Improvements:</td>
<td>$2,265</td>
<td>$35,000</td>
<td>$24,000.00</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>Enhanced Maintenance:</td>
<td>$ -</td>
<td>$25,000</td>
<td>$22,500.00</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>Advocacy:</td>
<td>$40,949</td>
<td>$75,000</td>
<td>$70,059.00</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Safety:</td>
<td>$ -</td>
<td>$5,000</td>
<td>$0.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Administration:</td>
<td>$28,123</td>
<td>$25,000</td>
<td>$23,243.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td><strong>ESTIMATED EXPENDITURES</strong></td>
<td><strong>$80,867</strong></td>
<td><strong>$220,000</strong></td>
<td><strong>$184,517.00</strong></td>
<td><strong>$265,000</strong></td>
</tr>
</tbody>
</table>

## Reserve Funds

<table>
<thead>
<tr>
<th></th>
<th>2018 Actual Budget</th>
<th>2019 Approved Budget</th>
<th>2019 Actual Budget*</th>
<th>2020 Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve Funds</td>
<td>$ 5,300</td>
<td>$ 2,000</td>
<td>$ 7,000.00</td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>$86,167</strong></td>
<td><strong>$227,000</strong></td>
<td><strong>$191,517.00</strong></td>
<td><strong>$285,000</strong></td>
</tr>
</tbody>
</table>

## Ending fund balance

<table>
<thead>
<tr>
<th></th>
<th>2018 Actual Budget</th>
<th>2019 Approved Budget</th>
<th>2019 Actual Budget*</th>
<th>2020 Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ending fund balance</td>
<td>$155,787</td>
<td>$52,150</td>
<td>$139,063</td>
<td>$37,979</td>
</tr>
</tbody>
</table>

## Assessed value

<table>
<thead>
<tr>
<th></th>
<th>2018 Actual Budget</th>
<th>2019 Approved Budget</th>
<th>2019 Actual Budget*</th>
<th>2020 Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessed value</td>
<td>11,921,860</td>
<td>11,394,173</td>
<td>11,394,173</td>
<td>13,637,228</td>
</tr>
</tbody>
</table>

## Mill levy

<table>
<thead>
<tr>
<th></th>
<th>2018 Actual Budget</th>
<th>2019 Approved Budget</th>
<th>2019 Actual Budget*</th>
<th>2020 Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mill levy</td>
<td>8.5</td>
<td>8.5</td>
<td>8.5</td>
<td>8.5</td>
</tr>
</tbody>
</table>

2019 Actual Budget is based on end of year projections. Ending Fund Balance does not reflect savings account amount of $75,513.53.
MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ARVADA AND THE OLDE TOWN ARVADA BUSINESS IMPROVEMENT DISTRICT FOR THE FISCAL YEAR 2020 PROGRAMS AND SERVICES IN OLDE TOWN ARVADA

1.0 PARTIES. This Memorandum of Agreement is between the City of Arvada, a Colorado home rule municipal corporation, hereinafter called "Arvada," and the Olde Town Arvada Business Improvement District, hereinafter called "BID".

2.0 RECITALS AND PURPOSE.

2.1 Both Arvada and BID acknowledge that a cooperative relationship is mutually beneficial to each organization and in the best interest of Arvada residents and Historic Olde Town Business and Property owners; and

2.2 Both Arvada and BID believe that improved coordination will help focus mutual efforts, provide accountability of how public dollars are utilized, establish clear communication, clarify roles and responsibilities, and benefit the entire community while fostering Olde Town Arvada's ongoing economic vitality.

3.0 TERM. This Agreement shall be effective January 1, 2020 to December 31, 2020.

4.0 ROLES AND RESPONSIBILITIES.

4.1 BID agrees to:

4.1.1 Provide those programs and services identified in Attachment A, "Operating Plan".

4.1.2 Acknowledge the partnership between Arvada and BID, including noting the support of Arvada on advertising, and promotional literature.

4.1.3 BID’s Executive Director shall communicate directly with the City Manager or his designee regarding programs, service delivery, and cooperative opportunities and will facilitate regular communications with the City Council.

4.1.4 Permit Arvada the right and ability to review financial records upon request from the city including, but not limited to monthly financial transaction reports and auditing of financial statements.
4.2 In addition to the funding identified in Paragraph 5.0, Arvada agrees to:

4.2.1 Designate one staff member to work with BID Board to help ensure ongoing communication and program implementation.

4.2.2 Acknowledge the partnership between Arvada and BID on the City's website and The Arvada Report.

4.2.3 Continue those baseline services now provided to the Olde Town.

4.2.4 The City Manager or his designee shall communicate directly with BID's Executive Director regarding programs, service delivery and cooperative opportunities.

5.0 BUDGET. Arvada agrees to provide $68,000 for fiscal year 2020 to support the operation of the BID with the primary use of Arvada funds on public programs and services, such as enhanced maintenance, public safety and event support as outlined in Attachment B.

6.0 INSTALLMENT PAYMENTS. BID will invoice Arvada in January for the first half of monies for the fiscal calendar year and on a quarterly basis thereafter for the total funding identified in Paragraph 5.0. Upon receipt of an invoice, Arvada shall have 30 days to render payment to BID. BID shall expend City contributed funds on public programs and services as outlined in the Operating Plan and Fiscal Year 2020 budget (Attachment A and B respectively). BID shall provide a semi-annual status update and annual report summarizing all activities, events, programs and significant accomplishments to the City Manager in July and December.

7.0 TERMINATION. Either party may, with 60 days written notice to the other party, terminate this contract. If the contract is terminated, BID shall submit a final budget report within 45 days of receipt/submittal of such written notice detailing all funds received and expended to date. In the event there are unexpended funds remaining, BID shall return such funds to Arvada. Termination of this contract shall not imply lack of support or affect other cooperative efforts by and between both parties.

8.1 AMENDMENT. Either party may seek to amend this Agreement including the Work Plan and budget by providing a written request detailing the terms of the requested amendment. Both Arvada and BID must approve any amendment for the amendment to take effect.
DATED THIS ______ day of __________, 2019.

CITY OF ARVADA

_____________________________
Marc Williams, Mayor

Attest:

_________________________________
City Clerk

Approved as to Form:

Rachel A. Morris, City Attorney

By: ___________________________

OLDE TOWN ARVADA
BUSINESS IMPROVEMENT
DISTRICT

____________________________________
Deborah Pearson
TO: THE HONORABLE CITY COUNCIL          DATE: December 2, 2019

SUBJECT: CB19-049 An Ordinance Repealing and Reenacting Section 74-31, Land-Use Fees, of Article II, Community Development Department Service Fees, of Chapter 74, Planning and Development, of the Arvada City Code (Public Hearing to be set for December 16, 2019 at 6:15 p.m.)

Report in Brief

In an ongoing effort to review and revise fees on an annual basis, the Arvada team has evaluated the cost of processing applications and compared fees to those of communities surrounding Arvada. Based on this analysis, the Arvada team has developed revisions to Community Development Service Fees in order to appropriately recover costs. This specific action addresses fees associated with Code Compliance Administration.

The Arvada team recommends that the City Council approve CB19-049, An Ordinance Repealing and Reenacting Section 74-31, Land-Use Fees, of Article II, Community Development Department Service Fees, of Chapter 74, Planning and Development, of the Arvada City Code.

Financial Impact

The changes include increases to the Code Compliance Administration Fees to ensure recovery of associated costs.

Background

The City Council approved the Land Use Fee adjustments at the October 21, 2019 meeting.

Subsequent to the meeting, it was discovered that the fees associated with Code Compliance Administration had been inadvertently removed from the fee table.

This action places the appropriate fees back within the fee table, with no adjustment to the dollar amounts approved in previous years.

Discussion

The recommended action is consistent with commitments the Arvada team has made to the City Council that development fees would factor cost recovery and the need to remain competitive with surrounding jurisdictions.

Public Contact

Posting of the City Council agenda and contact with members of the development community.

Commission Recommendation

N/A
Strategic Alignment

The recommended action aligns with the Community and Economic Development and Public Safety Priority Areas within the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends approval of CB19-049, An Ordinance Repealing and Reenacting Section 74-31, Land-Use Fees, of Article II, Community Development Department Service Fees, of Chapter 74, Planning and Development, of the Arvada City Code.

Suggested Motion:

I move that CB19-049, An Ordinance Repealing and Reenacting Section 74-31, Land-Use Fees, of Article II, Community Development Department Service Fees, of Chapter 74, Planning and Development, of the Arvada City Code, be (approved on first reading, published in full and a public hearing set for December 16, 2019 at 6:15 p.m.) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Robert Smetana, Manager of City Planning and Development 11/8/2019
Ryan Stachelski, Director of Community and Economic Development 11/8/2019
Toni Riebschlager, Law Office Administrator 11/11/2019
Lori Graham, Senior Assistant City Attorney 11/11/2019
Rachel Morris, City Attorney 11/14/2019
Lorie Gillis, Deputy City Manager 11/15/2019
Mark Deven, City Manager 11/19/2019

Enclosure, exhibits & attachments required to support the report
Section 1. Section 74-31, Land-use fees, of Article II, Community Development Department Service Fees, of Chapter 74, Planning and Development, of the Arvada City Code, is hereby repealed and reenacted to read as follows:

“Section 74-31. Land-use fees.

The following fees shall be charged by the Community Development Department for services associated with each such fee and shall be payable to the City at the time of application or, if none, as otherwise provided in this Code or directed by the City.

<table>
<thead>
<tr>
<th>Application Type</th>
<th>Fees (Based on Development Size)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Less Than 1 Acre</td>
</tr>
<tr>
<td>Alternative Sign Program</td>
<td>$500.00</td>
</tr>
<tr>
<td>Appeal</td>
<td>$315.00 regardless of acreage</td>
</tr>
<tr>
<td>Annexation or disconnection</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Certificate of Compliance (Design Review Committee Referral)</td>
<td>$250.00</td>
</tr>
<tr>
<td>Certificate of Compliance (Administrative Review)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Code Compliance Administration</td>
<td>$100.00 Violation beyond first deadline</td>
</tr>
<tr>
<td></td>
<td>$200.00 Violation beyond second deadline</td>
</tr>
<tr>
<td></td>
<td>$300.00 Violation beyond third deadline</td>
</tr>
<tr>
<td></td>
<td>$300.00 Repeat offender summons</td>
</tr>
<tr>
<td>Service</td>
<td>Fee</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>$300.00 Nuisance hearing</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Plan Amendment</td>
<td>$500.00</td>
</tr>
<tr>
<td>Concept Plan</td>
<td>$525.00</td>
</tr>
<tr>
<td>Conditional Use Permit</td>
<td>$500.00</td>
</tr>
<tr>
<td>Development Plan Inspection Fee (Re-Inspection fees are charged at the same rate)</td>
<td>$75.00 per single family. $150.00 per multi-family, commercial or industrial.</td>
</tr>
<tr>
<td>Fence Review Fee</td>
<td>$25.00 regardless of acreage</td>
</tr>
<tr>
<td>Final Development Plan</td>
<td>$785.00</td>
</tr>
<tr>
<td>Final Development Plan Amendment</td>
<td>$500.00</td>
</tr>
<tr>
<td>Final Plat or Amendment</td>
<td>$785.00</td>
</tr>
<tr>
<td>Floodplain Development Permit Fee</td>
<td>$30.00 Fence/shed/miscellaneous $75.00 Garage, deck, or interior improvements less than 50% of existing building value $75.00 Fill or grading only $100.00 Building footprint expansion $200.00 Any improvement greater than or equal to 50% of existing building value $400.00 New building construction $400.00 Floodplain analysis/CLMOR/LOMR</td>
</tr>
<tr>
<td>Floodplain Variance</td>
<td>$400.00 regardless of acreage</td>
</tr>
<tr>
<td>Food Truck Vending</td>
<td>$50.00 per month or $200.00 per year regardless of acreage</td>
</tr>
<tr>
<td>Height Exception</td>
<td>$780.00 regardless of acreage</td>
</tr>
<tr>
<td>Minor Modification, Individual Standard</td>
<td>$155.00 regardless of acreage</td>
</tr>
<tr>
<td>Service Description</td>
<td>$310.00</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Minor Modification - Site Plan, Final Development Plan</td>
<td></td>
</tr>
<tr>
<td>or Final Plat</td>
<td></td>
</tr>
<tr>
<td>Minor Subdivision</td>
<td>$775.00</td>
</tr>
<tr>
<td></td>
<td>$1,150.00</td>
</tr>
<tr>
<td></td>
<td>plus $230.00 per acre</td>
</tr>
<tr>
<td>Out of City Utility Request</td>
<td>$500.00</td>
</tr>
<tr>
<td>Outline Development Plan or Amendment</td>
<td>$775.00</td>
</tr>
<tr>
<td></td>
<td>plus $10.00 per acre</td>
</tr>
<tr>
<td>Preliminary Development Plan or Amendment</td>
<td>$515.00</td>
</tr>
<tr>
<td></td>
<td>plus $250.00 per acre</td>
</tr>
<tr>
<td>Preliminary Plat</td>
<td>$775.00</td>
</tr>
<tr>
<td></td>
<td>plus $250.00 per acre</td>
</tr>
<tr>
<td>Revocable Encroachment License or Permit</td>
<td>$350.00 regardless of acreage</td>
</tr>
<tr>
<td>Short Term Rental</td>
<td>$100.00 regardless of acreage</td>
</tr>
<tr>
<td>Sign Review Fee</td>
<td>$50.00 regardless of acreage</td>
</tr>
<tr>
<td>Site Plan</td>
<td>$775.00</td>
</tr>
<tr>
<td></td>
<td>plus $230.00 per acre</td>
</tr>
<tr>
<td>Site Plan Amendment</td>
<td>$500.00</td>
</tr>
<tr>
<td>Sketch Plan</td>
<td>$515.00</td>
</tr>
<tr>
<td>Special Event Permit (Non-Profit Agencies are Exempt)</td>
<td>$100.00 regardless of acreage</td>
</tr>
<tr>
<td>Special District</td>
<td>$3,500.00 regardless of acreage</td>
</tr>
<tr>
<td>Telecommunications Facility (Free-Standing)</td>
<td>$2,575.00 regardless of acreage</td>
</tr>
<tr>
<td>Service</td>
<td>Fee</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Telecommunications Facility (Administrative Review)</td>
<td>$750.00 regardless of acreage</td>
</tr>
<tr>
<td>Transient Merchant Permit</td>
<td></td>
</tr>
<tr>
<td>Ambulatory:</td>
<td>$15.00/day; $75.00/month; $250.00/year</td>
</tr>
<tr>
<td>Entertainment:</td>
<td>$15.00/day; $75.00/month</td>
</tr>
<tr>
<td>Entertainment with Vending:</td>
<td>$15.00/day; $75.00/month</td>
</tr>
<tr>
<td>Food:</td>
<td>$75.00/month; $250.00/year</td>
</tr>
<tr>
<td>Merchandise (except ambulatory):</td>
<td>$75.00/month; $250.00/year</td>
</tr>
<tr>
<td>Personal services:</td>
<td>$15.00/day; $75.00/month</td>
</tr>
<tr>
<td>Regardless of acreage</td>
<td></td>
</tr>
<tr>
<td>Vacation</td>
<td>$1,035.00 regardless of acreage</td>
</tr>
<tr>
<td>Variance (Fence)</td>
<td>$155.00 regardless of acreage</td>
</tr>
<tr>
<td>Variance (All Other Variance Requests)</td>
<td>$310.00</td>
</tr>
<tr>
<td>Vested Right (Early Vested Right)</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Vested Right (Statutory Vested Right)</td>
<td>$500.00 regardless of acreage</td>
</tr>
<tr>
<td>Zoning or Rezoning</td>
<td>$515.00</td>
</tr>
<tr>
<td>Zoning Verification Letter</td>
<td>$50.00 regardless of acreage</td>
</tr>
</tbody>
</table>

**Section 2.** Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.
Section 3. This ordinance shall be effective January 1, 2020.

INTRODUCED, READ, AND ORDERED PUBLISHED this 2nd day of December, 2019.

PASSED, ADOPTED, AND APPROVED this _____ day of ____________, 2019.

________________________________________
Marc Williams, Mayor

ATTEST:

________________________________________
City Clerk

APPROVED AS TO FORM:

_______________________________________
Rachel A. Morris, City Attorney

Publication Dates: December 5, 2019
AN ORDINANCE REPEALING AND REENACTING SECTION 74-31, LAND-USE FEES, OF ARTICLE II, COMMUNITY DEVELOPMENT DEPARTMENT SERVICE FEES, OF CHAPTER 74, PLANNING AND DEVELOPMENT, OF THE ARVADA CITY CODE

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

Section 1. Section 74-31, Land-use fees, of Article II, Community Development Department Service Fees, of Chapter 74, Planning and Development, of the Arvada City Code, is hereby repealed and reenacted to read as follows:

“Section 74-31. Land-use fees.

The following fees shall be charged by the Community Development Department for services associated with each such fee and shall be payable to the City at the time of application or, if none, as otherwise provided in this Code or directed by the City.

<table>
<thead>
<tr>
<th>Application Type</th>
<th>Fees (Based on Development Size)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Less Than 1 Acre</td>
</tr>
<tr>
<td></td>
<td>1 to less than 5 Acres</td>
</tr>
<tr>
<td></td>
<td>5 to less than 30 Acres</td>
</tr>
<tr>
<td></td>
<td>More than 30 Acres</td>
</tr>
<tr>
<td>Alternative Sign Program</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>$750.00</td>
</tr>
<tr>
<td></td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Appeal</td>
<td>$315.00 regardless of acreage</td>
</tr>
<tr>
<td>Annexation or disconnection</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>$1,575.00</td>
</tr>
<tr>
<td></td>
<td>$2,100.00</td>
</tr>
<tr>
<td></td>
<td>$2,600.00</td>
</tr>
<tr>
<td>Certificate of Compliance (Design Review Committee Referral)</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>$350.00</td>
</tr>
<tr>
<td></td>
<td>$350.00</td>
</tr>
<tr>
<td></td>
<td>$350.00</td>
</tr>
<tr>
<td>Certificate of Compliance (Administrative Review)</td>
<td>$75.00</td>
</tr>
<tr>
<td></td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>$150.00</td>
</tr>
<tr>
<td>Code Compliance Administration</td>
<td>$100.00 Violation beyond first deadline</td>
</tr>
<tr>
<td></td>
<td>$200.00 Violation beyond second deadline</td>
</tr>
<tr>
<td></td>
<td>$300.00 Violation beyond third deadline</td>
</tr>
<tr>
<td></td>
<td>$300.00 Repeat offender summons</td>
</tr>
<tr>
<td></td>
<td>$300.00 Nuisance hearing</td>
</tr>
<tr>
<td>Application Type</td>
<td>Fees (Based on Development Size)</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Comprehensive Plan Amendment</td>
<td>$500.00  $1,000.00  $1,500.00  $2,000.00</td>
</tr>
<tr>
<td>Concept Plan</td>
<td>$525.00  $1,050.00  $1,550.00  $2,050.00</td>
</tr>
<tr>
<td>Conditional Use Permit</td>
<td>$500.00  $750.00  $1,000.00  $1,000.00</td>
</tr>
<tr>
<td>Development Plan Inspection Fee (Re-Inspection fees are charged at the same rate)</td>
<td>$75.00 per single family.  $150.00 per multi-family, commercial or industrial.  $75.00 per single family.  $150.00 per multi-family, commercial or industrial.  $75.00 per single family.  $150.00 per multi-family, commercial or industrial.</td>
</tr>
<tr>
<td>Fence Review Fee</td>
<td>$25.00 regardless of acreage</td>
</tr>
<tr>
<td>Final Development Plan</td>
<td>$785.00  $1,450.00 plus $250.00 per acre  $1,675.00 plus $210.00 per acre  $1,900.00 plus $190.00 per acre</td>
</tr>
<tr>
<td>Final Development Plan Amendment</td>
<td>$500.00  $750.00  $1,000.00  $1,250.00</td>
</tr>
<tr>
<td>Final Plat or Amendment</td>
<td>$785.00  $1,450 plus $230.00 per acre  $1,575.00 plus $190.00 per acre  $1,850.00 plus $180.00 per acre</td>
</tr>
<tr>
<td>Floodplain Development Permit Fee</td>
<td>$30.00 Fence/shed/miscellaneous  $75.00 Garage, deck, or interior improvements less than 50% of existing building value  $75.00 Fill or grading only  $100.00 Building footprint expansion  $200.00 Any improvement greater than or equal to 50% of existing building value  $400.00 New building construction  $400.00 Floodplain analysis/CLOMR/LOMR</td>
</tr>
<tr>
<td>Floodplain Variance</td>
<td>$400.00 regardless of acreage</td>
</tr>
<tr>
<td>Food Truck Vending</td>
<td>$50.00 per month or $200.00 per year regardless of acreage</td>
</tr>
<tr>
<td>Height Exception</td>
<td>$780.00 regardless of acreage</td>
</tr>
<tr>
<td>Application Type</td>
<td>Fees (Based on Development Size)</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>Minor Modification, Individual Standard</td>
<td>$155.00 regardless of acreage</td>
</tr>
<tr>
<td>Minor Modification - Site Plan, Final Development Plan or Final Plat</td>
<td>$310.00 $520.00 $775.00 $1,050.00</td>
</tr>
<tr>
<td>Minor Subdivision</td>
<td>$775.00 $1,150.00 plus $230.00 per acre $1,225.00 plus $190.00 per acre $1,550.00 plus $190.00 per acre</td>
</tr>
<tr>
<td>Out of City Utility Request</td>
<td>$500.00 $750.00 $1,000.00 $1,250.00</td>
</tr>
<tr>
<td>Outline Development Plan or Amendment</td>
<td>$775.00 $1,550.00 $1,800.00 $2,050.00 plus $10.00 per acre</td>
</tr>
<tr>
<td>Preliminary Development Plan or Amendment</td>
<td>$515.00 $1,450.00 plus $250.00 per acre $1,650.00 plus $230.00 per acre $2,050.00 plus $215.00 per acre</td>
</tr>
<tr>
<td>Preliminary Plat</td>
<td>$775.00 $1,450.00 plus $250.00 per acre $1,650.00 plus $230.00 per acre $2,050.00 plus $215.00 per acre</td>
</tr>
<tr>
<td>Revocable Encroachment License or Permit</td>
<td>$350.00 regardless of acreage</td>
</tr>
<tr>
<td>Short Term Rental</td>
<td>$100.00 regardless of acreage</td>
</tr>
<tr>
<td>Sign Review Fee</td>
<td>$50.00 regardless of acreage</td>
</tr>
<tr>
<td>Site Plan</td>
<td>$775.00 $1,450.00 plus $230.00 per acre $1,650.00 plus $215.00 per acre $2,050.00 plus $205.00 per acre</td>
</tr>
<tr>
<td>Site Plan Amendment</td>
<td>$500.00 $750.00 $1,000.00 $1,250.00</td>
</tr>
<tr>
<td>Sketch Plan</td>
<td>$515.00 $1,035.00 $1,550.00 $2,050.00</td>
</tr>
<tr>
<td>Application Type</td>
<td>Fees (Based on Development Size)</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>Special Event Permit (Non-Profit Agencies are Exempt)</td>
<td>$100.00 regardless of acreage</td>
</tr>
<tr>
<td>Special District</td>
<td>$3,500.00 regardless of acreage</td>
</tr>
<tr>
<td>Telecommunications Facility (Free-Standing)</td>
<td>$2,575.00 regardless of acreage</td>
</tr>
<tr>
<td>Telecommunications Facility (Administrative Review)</td>
<td>$750.00 regardless of acreage</td>
</tr>
<tr>
<td>Transient Merchant Permit</td>
<td>Ambulatory: $15.00/day; $75.00/month; $250.00/year</td>
</tr>
<tr>
<td></td>
<td>Entertainment: $15.00/day; $75.00/month</td>
</tr>
<tr>
<td></td>
<td>Entertainment with Vending: $15.00/day; $75.00/month</td>
</tr>
<tr>
<td></td>
<td>Food: $75.00/month; $250.00/year</td>
</tr>
<tr>
<td></td>
<td>Merchandise (except ambulatory): $75.00/month; $250.00/year</td>
</tr>
<tr>
<td></td>
<td>Personal services: $15.00/day; $75.00/month</td>
</tr>
<tr>
<td></td>
<td>Regardless of acreage</td>
</tr>
<tr>
<td>Vacation</td>
<td>$1,035.00 regardless of acreage</td>
</tr>
<tr>
<td>Variance (Fence)</td>
<td>$155.00 regardless of acreage</td>
</tr>
<tr>
<td>Variance (All Other Variance Requests)</td>
<td>$310.00</td>
</tr>
<tr>
<td>Vested Right (Early Vested Right)</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Vested Right (Statutory Vested Right)</td>
<td>$500.00 regardless of acreage</td>
</tr>
</tbody>
</table>
### Fees (Based on Development Size)

<table>
<thead>
<tr>
<th>Application Type</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoning or Rezoning</td>
<td>$515.00</td>
</tr>
<tr>
<td>Zoning Verification Letter</td>
<td>$50.00  regardless of acreage</td>
</tr>
</tbody>
</table>

**Section 2.** Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

**Section 3.** This ordinance shall be effective January 1, 2020.

INTRODUCED, READ, AND ORDERED PUBLISHED this 2nd day of December, 2019.

PASSED, ADOPTED, AND APPROVED this _____ day of ____________, 2019.

________________________________________
Marc Williams, Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Rachel A. Morris, City Attorney

Publication Dates: __________________ __________________

______________________________

______________________________
TO: THE HONORABLE CITY COUNCIL
DATE: December 2, 2019

SUBJECT: CB19-050 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2019 (Public Hearing to be set for December 16, 2019 at 6:15 p.m.)

Report in Brief

The attached ordinance is the final process to ensure that all Funds will end the year within their legally approved limits. The original budget of $235,262,545 was approved by City Council in October 2018. The carryover ordinance and three ordinances authorizing intergovernmental agreements, approved by City Council in April and June 2019, increased the total appropriation by $110,581,821 bringing the current budget to $345,844,366. This ordinance requests that City Council approve a final Clean-up ordinance that will add an additional $6,570,930 to the budget bringing the final total appropriation to $352,415,296.

The Arvada team recommends that CB19-050, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2019, be approved on first reading, ordered published in full, and a public hearing set for December 16, 2019 at 6:15 p.m.

Financial Impact

The overall increase in the 2019 appropriation is $6,570,930 and will bring the total appropriation to $352,415,296. Increased revenues or sufficient reserves exist to cover each of the budgeted items. The final modification to the budget will ensure that each fund does not exceed its legally adopted appropriation.

Background

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

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

Discussion

This ordinance will increase the appropriation in ten funds. A transfer to the Vehicle Fund for new police vehicles, contributions to other agencies, and an increase for off-duty pay and overtime (to be reimbursed) in the Safe Community work system account for the majority of the increase in the General Fund. Increased rents accounts for the increase in the Arvada Housing fund. The increases in the Tax Increment funds and the Capital Improvement Project (CIP) fund relate to transfers
from the Tax Increment funds to the CIP fund for the Delta station. Increased workers compensation, property and auto claims account for the increase in the Insurance fund. Smaller increases in the Golf and Food Service funds are needed primarily to cover increases in inventory and temporary wages.

The attached table provides a summary of the history of the adjustments made to each fund in 2019.

**General Fund - $663,500**
An increase of $211,000 is needed for a transfer to the Vehicles fund for the purchase of three police vehicles and the equipment for each vehicle for the CORE team.

An increase of $158,500 is needed for a $8,500 contribution to the Arvada Center for mainstage curtains, a $70,000 contribution to Porchlight Family Justice Center and a $80,000 contribution to the Foothills Animal Shelter that represents the City's share of the debt service.

An increase of $12,000 is needed for the parking lot lease payment at the old Griff's location.

An increase of $20,000 is needed for expenses related to the Neighborhood Leader Network program that is being funded through a grant from the Community First Foundation.

A $100,000 increase is being requested by the Community and Economic Development work system for the remodel and on-call engineering services for development review.

An increase of $162,000 is needed in the Safe Community work system. $150,000 will cover the increase in off-duty pay which will be reimbursed by the Regional Transportation District and $12,000 is for an increase in overtime which is funded through a grant from the Colorado Department of Transportation.

Funding for the above requests will come from the General fund reserves, reimbursements and grants.

**Arvada Housing Authority Fund - $1,400,000**
An increase of $1,400,000 is needed to cover increased rents due to additional families in 2019. This will be funded by a one-time increase in grants from the Department of Housing and Urban Development. As families drop off, they will not be replaced, so that expenditures are line with future funding.

**Tax Increment .21 Fund - Total $255,450**
An increase of $210,000 is needed for a transfer to the CIP fund for the water tap that was necessary for the Delta Station. This request will be funded from the Tax Increment fund reserves.

An increase of $45,450 is being requested for supplies and equipment. This request is funded from the State Marijuana Impact grant.

**Tax Increment .25 Fund - Total $204,000**
An increase of $204,000 is needed for a transfer to the CIP Fund for the purchase of land for the Delta Station. These funds should have been transferred in 2018. This request will be funded from the Tax Increment fund reserves.

**Capital Improvement Project Fund - Total $414,000**
An increase of $414,000 is needed for additional expenditures related to the Delta community station. This is funded through a transfer from the two Tax Increment funds.

**Wastewater Fund - $1,744,311**
An increase of $1,744,311 is needed for Council approved Resolution R19-053 authorizing the third amendment to the budget for the Ralston Trunk Sewer Replacement project. Funding for this project will come from the Wastewater fund reserves and postponing future capital projects.

**Golf Fund - $263,000**
An increase of $183,000 is being requested for food and beverage inventory.

An increase of $80,000 is needed to cover additional temporary wages.

Funding for the two requests will be offset with increased restaurant revenues.

**Food Service Fund - $215,669**
An increase of $103,000 in being requested for the purchase of a new sound system.

An increase of $62,669 is needed for the November and December employee retention incentives.

An increase of $50,000 is needed for additional temporary wages.

Funding for the sound system and the employee incentive will come from Food Service fund reserves and the increase in temporary wages will be offset with additional revenues.

**Insurance Fund - $1,000,000**
An increase of $615,000 is needed for damaged roofs that were replaced in 2019 related to the 2017 hail storm.

An increase of $310,000 is needed for worker's compensation claims. Although the number of claims has remained below average, the were numerous complex claims resulting in surgeries which account for the increase in expenditures.

Auto claims have also increased in 2019, resulting in an increase of $75,000.

Funding for the requests will come from insurance reimbursements and Insurance fund reserves.

**Vehicle Fund - $411,000**
An increase of $211,000 is needed for the purchase of three police vehicles and the related equipment for the CORE team. The police vehicle request is funded through a transfer from the General fund.

There is also a purchase of $200,000 for a new bucket truck in Parks. The truck is being replaced before the end of the useful life as the current truck is not tall enough to reach many of the trees which causes additional risk for the parks workers.

The purchase of the truck is funded with Vehicle fund reserves accumulated for the replacement of the truck of $100,000 and a transfer from the Parks fund for the remaining amount.

**Public Contact**
Posting of the City Council agenda.

**Commission Recommendation**
N/A

**Strategic Alignment**
The proposed action aligns with the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan.

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that CB19-050, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2019, be approved on first reading, ordered published in full, and a public hearing set for December 16, 2019 at 6:15 p.m.

**Suggested Motion:**

I move that CB19-050, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2019, be approved on first reading, ordered published in full, and a public hearing set for December 16, 2019 at 6:15 p.m.) (rejected).

Prepared by:
Lisa Yagi, Assistant Finance Director

Reviewed by:

Approved by:
Jenna Belec, Executive Assistant 11/12/2019
Bryan Archer, Director of Finance 11/12/2019
Toni Riebschlager, Law Office Administrator 11/13/2019
Kimberly Burnham, Senior Assistant City Attorney 11/15/2019
Rachel Morris, City Attorney 11/19/2019
Lorie Gillis, Deputy City Manager 11/19/2019
Mark Deven, City Manager 11/19/2019

Enclosure, exhibits & attachments required to support the report
AN ORDINANCE AUTHORIZING AN ADDITIONAL APPROPRIATION FOR FISCAL YEAR 2019

WHEREAS, the City Council of the City of Arvada adopted Ordinance No. 4660 (Council Bill No. 18-043), which authorized the annual appropriation for Fiscal Year 2019; and

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

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

WHEREAS, the City Council of the City of Arvada further finds that such additional expenses do not exceed the amount by which actual and anticipated revenues for Fiscal Year 2019 are exceeding the revenues as anticipated in the budget for 2019.

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

Section 1. The following sums of money as may be needed or deemed necessary to defray the expenses and liabilities of the City of Arvada are hereby appropriated for Fiscal Year 2019.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Final Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$103,539,979</td>
</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>$1,013,909</td>
</tr>
<tr>
<td>Streets Fund</td>
<td>$10,134,736</td>
</tr>
<tr>
<td>Community Development Fund</td>
<td>$1,663,653</td>
</tr>
<tr>
<td>Housing Authority Fund</td>
<td>$5,454,620</td>
</tr>
<tr>
<td>Parks Fund</td>
<td>$9,952,980</td>
</tr>
<tr>
<td>Police Seizure</td>
<td>$28,560</td>
</tr>
<tr>
<td>COP Series 2005 Debt Service</td>
<td>$2,135,829</td>
</tr>
<tr>
<td>Police Tax Increment .21 Fund</td>
<td>$5,468,166</td>
</tr>
<tr>
<td>Police Tax Increment .25 Fund</td>
<td>$7,052,397</td>
</tr>
<tr>
<td>Debt Service Fund</td>
<td>$4,100,000</td>
</tr>
</tbody>
</table>
### Capital Improvement Projects Fund
- $17,099,275

### Special Assessments
- $300,000

### Construction
- $79,650,000

### Water Fund
- $52,276,657

### Wastewater Fund
- $20,938,302

### Golf Course Fund
- $6,776,260

### Stormwater Fund
- $6,802,983

### Food Service Fund
- $1,902,648

### Insurance Fund
- $3,422,696

### Computer Fund
- $3,548,846

### Print Shop
- $341,053

### Vehicle Fund
- $7,401,517

### Building Fund
- $578,579

### AEDA
- $831,651

### Total
- $352,415,296

---

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 2nd day of December, 2019.

PASSED, ADOPTED AND APPROVED this _____ day of ______________, 2019.

__________________________
Marc Williams, Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
Rachel A. Morris, City Attorney

Publication Dates: December 5, 2019
## City of Arvada Final Appropriation

<table>
<thead>
<tr>
<th>Fund</th>
<th>Original Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$ 97,388,221</td>
</tr>
<tr>
<td>Conservation Trust Fund</td>
<td>$ 463,909</td>
</tr>
<tr>
<td>Streets Fund</td>
<td>$ 9,713,239</td>
</tr>
<tr>
<td>Community Development Fund</td>
<td>$ 1,663,653</td>
</tr>
<tr>
<td>Housing Authority Fund</td>
<td>$ 4,054,620</td>
</tr>
<tr>
<td>Parks Fund</td>
<td>$ 9,918,980</td>
</tr>
<tr>
<td>Police Seizure</td>
<td>$ 28,560</td>
</tr>
<tr>
<td>COP Series 2005 Debt Service</td>
<td>$ 2,135,829</td>
</tr>
<tr>
<td>Police Tax Increment .21 Fund</td>
<td>$ 4,872,716</td>
</tr>
<tr>
<td>Police Tax Increment .25 Fund</td>
<td>$ 6,562,922</td>
</tr>
<tr>
<td>Debt Service Fund</td>
<td>$ -</td>
</tr>
<tr>
<td>Capital Improvement Projects</td>
<td>$ 10,352,747</td>
</tr>
<tr>
<td>Special Assessments</td>
<td>$ -</td>
</tr>
<tr>
<td>Construction</td>
<td>$ -</td>
</tr>
<tr>
<td>Water Fund</td>
<td>$ 45,569,477</td>
</tr>
<tr>
<td>Wastewater Fund</td>
<td>$ 15,303,210</td>
</tr>
<tr>
<td>Golf Course Fund</td>
<td>$ 6,513,260</td>
</tr>
<tr>
<td>Stormwater Fund</td>
<td>$ 5,889,997</td>
</tr>
<tr>
<td>Food Service Fund</td>
<td>$ 1,686,979</td>
</tr>
<tr>
<td>Insurance Fund</td>
<td>$ 2,243,250</td>
</tr>
<tr>
<td>Computer Fund</td>
<td>$ 3,405,346</td>
</tr>
<tr>
<td>Print Shop</td>
<td>$ 341,053</td>
</tr>
<tr>
<td>Vehicle Fund</td>
<td>$ 6,094,347</td>
</tr>
<tr>
<td>Building Fund</td>
<td>$ 228,579</td>
</tr>
<tr>
<td>AEDA</td>
<td>$ 831,651</td>
</tr>
<tr>
<td>Total</td>
<td>$ 235,262,545</td>
</tr>
<tr>
<td>Prior Ordinances</td>
<td>Clean Up Ordinance</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>$ 5,488,258</td>
<td>$ 663,500</td>
</tr>
<tr>
<td>550,000</td>
<td>$ -</td>
</tr>
<tr>
<td>421,497</td>
<td>$ -</td>
</tr>
<tr>
<td>-</td>
<td>$ -</td>
</tr>
<tr>
<td>-</td>
<td>$ 1,400,000</td>
</tr>
<tr>
<td>34,000</td>
<td>$ -</td>
</tr>
<tr>
<td>-</td>
<td>$ -</td>
</tr>
<tr>
<td>-</td>
<td>$ -</td>
</tr>
<tr>
<td>340,000</td>
<td>$ 255,450</td>
</tr>
<tr>
<td>285,475</td>
<td>$ 204,000</td>
</tr>
<tr>
<td>4,100,000</td>
<td>$ -</td>
</tr>
<tr>
<td>6,332,528</td>
<td>$ 414,000</td>
</tr>
<tr>
<td>300,000</td>
<td>$ -</td>
</tr>
<tr>
<td>79,650,000</td>
<td>$ -</td>
</tr>
<tr>
<td>6,707,180</td>
<td>$ -</td>
</tr>
<tr>
<td>3,890,781</td>
<td>$ 1,744,311</td>
</tr>
<tr>
<td>-</td>
<td>$ 263,000</td>
</tr>
<tr>
<td>912,986</td>
<td>$ -</td>
</tr>
<tr>
<td>-</td>
<td>$ 215,669</td>
</tr>
<tr>
<td>179,446</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>143,500</td>
<td>$ -</td>
</tr>
<tr>
<td>-</td>
<td>$ -</td>
</tr>
<tr>
<td>896,170</td>
<td>$ 411,000</td>
</tr>
<tr>
<td>350,000</td>
<td></td>
</tr>
<tr>
<td>-</td>
<td></td>
</tr>
<tr>
<td>$ 110,581,821</td>
<td>$ 6,570,930</td>
</tr>
</tbody>
</table>
TO:  THE HONORABLE CITY COUNCIL

DATE:  December 2, 2019

SUBJECT:  CB19-051 An Ordinance Approving a License Agreement between the County of Jefferson and the City of Arvada for the Installation and Use of a Potable Water Fill Station (Public Hearing to be set for December 16, 2019 at 6:15 p.m.)

**Report in Brief**

The City operates a potable bulk water fill station at the City's Indiana Facility, 6701 Indiana St. The majority of the users (51%) at this location provide residential addresses and are believed to utilize the potable water fill station for drinking water and for household purposes.

The City's existing potable water infrastructure system extends to Plainview Road and Hwy 72. This proposed site is closer to many of the users of the potable fill station at the Indiana facility, would reduce travel times and energy consumption, and lessen wait times at the Indiana Facility station.

The preferred site for the new station is at Plainview Road and Hwy 72. The property is owned by Jefferson County and is under the control of the County Road and Bridge Division. The County is willing to enter into a License Agreement allowing the City to install and use the potable water fill station at this location.

The Arvada team recommends that CB19-051, An Ordinance Approving a License Agreement between the County of Jefferson and the City of Arvada for the Installation and Use of a Potable Water Fill Station, be approved on first reading, ordered published in full, and a public hearing set for December 16, 2019, at 6:15 p.m.

**Financial Impact**

A potable water fill station is a standard manufactured product. A new station can be purchased and installed for approximately $25,000.

The 2020 rate for Fill Station Water is $6.20 per 1,000 gallons.

It is not anticipated that the location for the fill station would increase the number of users. The cost to purchase, transport, and store potable water for a home would be much higher and less convenient than using a domestic well.

**Background**

The City currently operates three bulk water fill stations. These are located at the Indiana Facility, the Wadsworth Facility, and the Culbertson / Wastewater Facility. Users of these bulk fill stations fill water-hauling trucks or tanks for use at construction sites and business purposes (parking lot sweeping, dog grooming, irrigation of landscaping, etc).

These water fill stations provide 24-hour access to water for businesses and people who need a temporary source of water.
A review of the billing records indicate that 51% of the users of the Indiana facility are county residents in the Coal Creek canyon area. Normally these residents use domestic wells; however, issues with the well (quality or quantity) can require the use of City water until the well is back in service. Overall the amount of water being used by these accounts is low, totaling 1.6 Acre Feet (AF) Year To Date for 2019.

**Discussion**

The City operates the potable water supply system used by the Arvada community. Normally a permanent water connection is made at each developed site. However certain uses require water be transported to the place where it will be used.

In the past the City relied primarily on fire hydrant meters to provide a water source close to the working site. However water quality concerns and security for the water infrastructure have caused the Utilities Department to steadily restrict access to fire hydrants. To fill the gap, water fill stations have been established at City facilities.

Fill stations allow the public to purchase large volumes of water at easily accessible locations. These stations allow water trucks and vehicle-mounted tanks controlled access to the water supply. Because water is heavy and expensive to move, most of the water is used within the city boundaries.

Some of the account owners do transport the water to locations outside the city boundaries. A revolving but fairly consistent number of the account owners at the Indiana Facility list a Coal Creek Canyon address. The Arvada teams’ perspective is that these account owners normally use a well for their domestic supply; however, water quality concerns or capacity issues may require the temporary use of an alternative water source.

A potable fill station at Plainview Road and Hwy 72 would be eight miles from the current station at the Indiana Facility. This would save a user taking the water into the Coal Creek Canyon area a 16-mile round trip, reducing time and energy usage.

### 2019 YTD Usage Figures for the Indiana Facility Fill Station

<table>
<thead>
<tr>
<th></th>
<th>Transactions</th>
<th>Gallons</th>
<th>Billed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>2,112</td>
<td>1,729,530</td>
<td>$10,273</td>
</tr>
<tr>
<td>Coal Creek</td>
<td>693</td>
<td>518,061</td>
<td>$3,077</td>
</tr>
<tr>
<td>Coal Creek %</td>
<td>33%</td>
<td>30%</td>
<td>30%</td>
</tr>
</tbody>
</table>

**Public Contact**

Posting of the City Council agenda.

**Commission Recommendation**

NA

**Strategic Alignment**

The proposed action aligns with the following Principle stated as part of the Infrastructure Priority Area within the 2020-2025 Strategic Plan:

*Provide the community with a safe, reliable, high quality water supply, drainage system and wastewater disposal services.*
Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that CB19-051, An Ordinance Approving a License Agreement between the County of Jefferson and the City of Arvada for the Installation and Use of a Potable Water Fill Station, be approved on first reading, ordered published in full, and a public hearing set for December 16, 2019, at 6:15 p.m.

Suggested Motion:

I move that CB19-051, An Ordinance Approving a License Agreement between the County of Jefferson and the City of Arvada for the Installation and Use of a Potable Water Fill Station, be (approved on first reading, ordered published in full, and a public hearing set for December 16, 2019, at 6:15 p.m.) (rejected).

Prepared by:
Jim Sullivan, Director of Utilities

Reviewed by:

Approved by:
Sharon Israel, Director of Utilities 11/12/2019
Bryan Archer, Director of Finance 11/12/2019
Kimberly Burnham, Senior Assistant City Attorney 11/15/2019
Rachel Morris, City Attorney 11/19/2019
Lorie Gillis, Deputy City Manager 11/19/2019
Mark Deven, City Manager 11/19/2019

Enclosure, exhibits & attachments required to support the report
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tern is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a license agreement, which is in substantially the same form as that attached hereto, by and between the County of Jefferson and the City of Arvada for the installation and use of a potable water fill station.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 2nd day of December, 2019. PASSED, ADOPTED AND APPROVED this _____ day of ______________, 2019.

_________________________________
Marc Williams, Mayor

ATTEST:

_________________________________
City Clerk

APPROVED AS TO FORM:

_________________________________
Rachel A. Morris, City Attorney

Publication Dates: December 5, 2019
THIS LICENSE AGREEMENT (this “License”), dated for reference purposes only this 16th day of December, 2019, is made by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the “County”) and the CITY OF ARVADA, STATE OF COLORADO (the “Licensee”).

RECITALS

A. The County is the owner of certain real property located at the intersection of State Highway 72 and Plainview Road which is more particularly described on Exhibit A attached hereto and incorporated by this reference (the “Property”).

B. The Licensee desires to install a potable water fill station (the “Licensed Facilities”), in, under or along a portion of the Property as more particularly shown on Exhibit A.

C. The Licensee desires to obtain the County’s permission for the Licensed Facilities and the County desires to grant such permission subject to the terms and conditions of this License.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Licensee agree as follows:

1. LICENSE. The County hereby grants to the Licensee, its successors and permitted assigns, with respect to the Property, and upon the terms and conditions hereinafter stated, the permission and right to construct, maintain, operate, repair, inspect, remove and replace the Licensed Facilities in, on, under or along the Property at the Licensee’s sole cost and expense. The Licensed Facilities shall be located, constructed and maintained as shown on Exhibit A attached hereto and incorporated by this reference.

2. COUNTY USE. The Licensee acknowledges and agrees that the County currently uses and intends to continue to use the Property for road purposes, and the rights granted to the Licensee for use of the Property are subject to the rights of the County to use the Property for a public road, shoulder, snow or material storage, drainage, or other purposes as permitted by law which the County expressly reserves. In the event the County desires use of the Property where the Licensed Facilities exist for future improvement projects, the County shall be under no obligation to pay to the Licensee any damages for removal of the Licensed Facilities.

3. CONSTRUCTION AND ALTERATIONS. The Licensee shall not begin any construction or alteration of the Property until the Licensee first provides the County with plans
and specifications, and such plans and specifications have been approved by the County. If the Licensee’s construction requires any deviation in any manner from the approved plans and specifications, the Licensee shall notify and obtain prior written approval from the County for any changes in advance of any construction or alteration. Any damage to existing facilities located on the Property as a result of the Licensee’s construction or alteration of the Licensed Facilities shall be paid for by or repaired at the expense of the Licensee. These provisions shall also apply to any other work involving the maintenance, operation, repair, inspection, removal, replacement, or relocation of the Licensed Facilities on the Property. After initial construction of the Licensed Facilities and thereafter, in the event of resettling, the Licensee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore original conditions, as applicable.

4. **REMOVAL; RELOCATION; EMERGENCIES.** The Licensee shall remove at its own expense, the Licensed Facilities from the Property or any part thereof, or relocate the same to a different location on the Property as requested by the County, if the Licensed Facilities should interfere, in the County’s sole and absolute discretion, with the operation and maintenance of the County’s road as now or hereafter constructed. In the event that the Licensee’s use of the Property should, in the reasonable judgment of the County, constitute a hazard to the County’s road, facilities or the general public, the County may, at the Licensee’s sole cost and expense, require immediate removal, relocation, or modification of the Licensed Facilities to eliminate such interference or hazard, and may suspend the Licensee’s right to use the Property under this License until such removal, relocation, or modification is completed. In addition, if, in the reasonable judgment of the County, the Licensed Facilities constitute an immediate danger and require immediate emergency removal, repair or relocation, the County may proceed with such work and invoice the Licensee for the costs and expenses of such work, which invoice the Licensee shall pay within thirty (30) days of receipt.

5. **MAINTENANCE.** The Licensee, at its sole cost and expense, shall maintain the Licensed Facilities and perform any necessary maintenance functions. Any damage to the Licensed Facilities shall be repaired in a timely manner, but in no event later than thirty (30) calendar days after a written request for such repairs from the County. If any item required under the notice cannot be corrected within such thirty (30) calendar days, the Licensee shall correct such defects promptly and with due diligence.

6. **TERMINATION AND ABANDONMENT.** This License shall terminate immediately upon written notice by the County of termination for any reason or upon discontinuation by the Licensee of the licensed activity. The Licensee shall upon such termination remove any Licensed Facilities from the Property, restore the Property to its original condition, at the Licensee’s sole cost and expense, and forthwith vacate and quit said Property. If the Licensee fails to promptly remove all of its Licensed Facilities from the Property within sixty (60) days after termination of this License, the County may, but is not required to, remove the Licensed Facilities from the Property after fifteen (15) days prior written notice to the Licensee (without any liability to the Licensee for any damage to such Licensed Facilities which may result from reasonable efforts at removal), and the Licensee shall pay to the County on demand any and all reasonable costs incurred by the County in removing such Licensed Facilities. The County has no obligation to store any of the Licensed Facilities, if applicable, and
the Licensee shall have no claim if the County destroys the Licensed Facilities if it is not removed by the Licensee as provided herein.

7. **RELEASE.** The Licensee hereby releases and absolves the County, its agents and employees, from any liability for any damage to any of the Licensed Facilities on the Property that may be caused by County construction or maintenance operations, or any other reason, including, but not limited to, removal, piling and plowing of snow, and from any liability for any injury or damage incurred by the Licensee in their use of the Licensed Facilities on the Property.

8. **INDEMNIFICATION.** To the extent permitted by law, the Licensee shall indemnify, defend, save and hold harmless the County, its agents and employees from any claims, demands and any liability whatsoever resulting from or arising out of the execution of this License by the County, or the presence of any Licensed Facilities or improvements made by, or use of these Licensed Facilities by, the Licensee. By agreeing to this paragraph, it is the intention of the parties hereto that no additional risk or liability be incurred by the County by reason of the grant of any rights or privileges hereunder. By agreeing to indemnification hereunder, the Licensee does not waive any provisions of the Colorado Governmental Immunity Act.

9. **INSURANCE.** The Licensee shall maintain such insurance as will protect the Licensee from claims which may arise out of or result from its operations and use under this License, whether such operations or use be by itself or by anyone directly or indirectly employed by Licensee, or by anyone for whose acts Licensee may be liable.

10. **OTHER AUTHORIZATIONS.** The Licensee acknowledges that the License granted hereby does not waive any regulations of the Licensed Facilities or of the use thereof. The Licensee further agrees to obtain any other permits, licenses or other authorizations that may be necessary to undertake construction, installation or maintenance of any of the Licensed Facilities or improvements.

11. **PRIOR RIGHTS.** This License is issued subject to any prior licenses, easements, or leases granted by the County, or its predecessors, for improvements of other parties. The County reserves the right to license others to install improvements in, on, under, or along the Property. The Licensee acknowledges that utilities may be located in and under the Property. The Licensee is advised to contact the Utility Notification Center of Colorado (1-800-922-1987) at least two (2) working days prior to the commencement of construction on the Property to arrange for field locating of utility facilities which may affect the Property.

12. **MISCELLANEOUS PROVISIONS.**

   (a) **Governing Law and Venue.** This License shall be governed by the laws of the State of Colorado and venue for any action shall be in the County of Jefferson, State of Colorado.
(b) Assignability. This License Agreement shall run with the land and shall be binding upon the Licensee, its successors and assigns.

(c) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this License which may require continued performance or compliance beyond the termination date of this License shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this License.

(d) Notices. Any notice or communication given pursuant to this License shall be given in writing, either in person (deemed given when actually received) or by certified mail, return receipt requested (deemed given at the time indicated on the completed return receipt). Notice shall be given to the parties at the following addresses:

The Licensee:
Water System Manager
The City of Arvada
P.O. Box 8101
Arvada, CO 80002

The County:
Director of Jefferson County Transportation and Engineering Division
100 Jefferson County Parkway, Suite 3500
Golden, Colorado 80419-3500

with a copy to:
Jefferson County Attorney
100 Jefferson County Parkway, Suite 5500
Golden, Colorado 80419-5500

The parties shall give written notice of any change of address.

(e) Compliance with the Laws. The Licensee shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules or ordinances that affect this License and those employed or engaged by the Licensee.

(f) Waiver. No term or condition of this License shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly authorized representatives.

(g) Counterparts. This License may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(h) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.
13. ADDITIONAL PROVISIONS.

T&E CONSTRUCTION PERMIT:

(a) The Licensee shall obtain a Construction Permit from the County’s Transportation and Engineering Division prior to commencement of any work on the Licensed Facilities.

[The remainder of this page is intentionally left blank.]
IN WITNESS WHEREOF, the parties hereto have executed this License.

ATTEST: COLORADO (Seal)

__________________________
Deputy Clerk & Recorder

Libby Szabo, Chairman
Board of County Commissioners

COUNTY OF JEFFERSON, STATE OF COLORADO

STATE OF COLORADO
COUNTY OF _______________

The foregoing License Agreement was acknowledged before me this ____ day of __________, 2019, by Libby Szabo, Chairman of the Board of County Commissioners for the County of Jefferson, State of Colorado.

[SEAL]

Notary’s official signature

Commission expiration date

Approved as to Form:

By: __________________________
Kourtney Hartmann
Deputy County Attorney
LICENSEE:
CITY OF ARVADA, STATE OF COLORADO

CITY OF ARVADA, a Colorado home rule municipal corporation

________________________________________
Marc Williams, Mayor

ATTEST:

_________________________________
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: ________________________________
Exhibit A

License Area
TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2019

SUBJECT: CB19-045 An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in a PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W 54th Drive (Ordinance No. 4716)

Report in Brief

Dan Resnick, Turnick, LLC is requesting approval of a Conditional Use Permit (CUP) for a school facility, including child day care, in a PUD-I (Industrial) zone district.

The facility is proposed to be approximately 13,000 square feet in size, with three outdoor playground areas. The projected capacity of the school is 204 children, with up to 24 staff members.

Although a Final Development Plan (FDP) has not been submitted at this time, a conceptual site plan has been provided as part of the CUP application to indicate the potential layout of the facility and associated parking and landscaping.

The Arvada team recommends that CB19-045, An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W. 54th Drive, be approved on final reading, numbered 4716 and ordered published by title only.

Financial Impact

There is no financial impact associated with the proposed action.

Background

The subject property is located at 12720 West 54th Drive in the Arvada Energy Center and is currently undeveloped land.

The property was annexed into the City in 1977 and zoned PUD-I at that time. The Arvada Energy Center was originally platted in 1982. A subsequent Preliminary Development Plan (PDP) for the property was approved in 2004. The lot on which this project is proposed was created through the Arvada Energy Center Amendment 6 plat in 2016. The subject property, Lot 2, is approximately 1.62 acres in size.

Discussion

A CUP is required for a child care facility, per the LDC, to ensure that the use is compatible with the surrounding land uses. Typically, the CUP is intended to buffer existing surrounding uses from the proposed use. However, in this situation, the CUP should be reviewed in the context of buffering the proposed use from the surrounding light industrial uses. The applicant has addressed the CUP criteria in their overview letter, which is attached.

Public Contact
The required neighborhood meeting for this project took place on June 20, 2019. The applicant, Arvada team members, and approximately eight neighbors were in attendance.

Written notice was sent 12 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

**Commission Recommendation**

The Planning Commission held their public hearing on October 22, 2019 and voted unanimously in favor of the request.

**Strategic Alignment**

This application aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that CB19-045, An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W 54th Drive, be approved on final reading, numbered 4716 and ordered published by title only.

**Suggested Motion:**

I move that CB19-045, An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W. 54th Drive, be (approved on final reading, numbered 4716 and ordered published by title only) (rejected).

Prepared by:
Janet Newman, Administrative Specialist

Reviewed by:
Josie Suk, Development Systems and Administrative Manager 11/11/2019

Approved by:
Robert Smetana, Manager of City Planning and Development 11/11/2019
Ryan Stachelski, Director of Community and Economic Development 11/11/2019
Toni Riebschlager, Law Office Administrator 11/11/2019
Lori Graham, Senior Assistant City Attorney 11/15/2019
SUBJECT: CB19-045 An Ordinance Approving a Conditional Use Permit to Allow for a Child Day Care Facility in a PUD-I (Industrial) Zone District for the Goddard School – North Table Mountain, Generally Located at 12720 W 54th Drive (Ordinance No. 4716)

Rachel Morris, City Attorney 11/20/2019
Lorie Gillis, Deputy City Manager 11/20/2019
Mark Deven, City Manager 11/21/2019

Enclosure, exhibits & attachments required to support the report
COUNCIL BILL NO. 19-045
ORDINANCE NO. 4716

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR A
CHILD DAY CARE FACILITY IN PUD-I (INDUSTRIAL) ZONE DISTRICT FOR THE
GODDARD SCHOOL - NORTH TABLE MOUNTAIN, GENERALLY LOCATED AT 12720
W. 54TH DRIVE

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

Section 1. A conditional use permit is hereby approved for the following-described property to
allow for school facility, including child day care in PUD-I (industrial) zone district for the
Goddard School - North Table Mountain, generally located at 12720 w. 54th drive:

LEGAL DESCRIPTION:

LOT 2, ARVADA ENERGY CENTER AMENDMENT 6
LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 3
SOUTH, RANGE 69 WEST, OF THE 6TH PRINCIPAL MERIDIAN CITY OF
ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

Section 2. The Official Zoning maps of the City of Arvada are hereby amended in accordance
with this ordinance.

Section 3. The Conditional Use Permit, including any conditions or provisions imposed upon
this conditional use, shall be recorded with the Clerk and Recorder’s Office in the County in
which the property is located.

Section 4. This Ordinance shall be effective fifteen (15) days after publication following final
passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 18th day of November, 2019.
PASSED, ADOPTED, AND APPROVED this 2nd day of December, 2019.

________________________________________
Marc Williams, Mayor
ATTEST:

____________________________________
City Clerk

APPROVED AS TO FORM:

____________________________________
Rachel A. Morris, City Attorney

Publication Dates:  November 21, 2019
                   December 5, 2019
NATURE OF REQUEST

Dan Resnick, Turnick, LLC is requesting approval of a Conditional Use Permit (CUP) for a school facility, including child day care, in a PUD-I (Industrial) zone district.

The facility is proposed to be approximately 13,000 square feet in size, with three outdoor playground areas. The projected capacity of the school is 204 children, with up to 24 staff members.

Although a Final Development Plan (FDP) has not been submitted at this time, a conceptual site plan has been provided as part of the CUP application to indicate the potential layout of the facility and associated parking and landscaping.

MODIFICATIONS REQUESTED

No modifications of the Land Development Code (LDC) have been requested as part of this application.

LOCATION AND HISTORY

The subject property is located at 12720 West 54th Drive in the Arvada Energy Center and is currently undeveloped land.

The property was annexed into the City in 1977 and zoned PUD-I at that time. The Arvada Energy Center was originally platted in 1982. A subsequent Preliminary Development Plan (PDP) for the property was approved in 2004. The lot on which this project is proposed was created through the Arvada Energy Center Amendment 6 plat in 2016. The subject property, Lot 2, is approximately 1.62 acres in size.
A CUP is required for a child care facility, per the LDC, to ensure that the use is compatible with the surrounding land uses. Typically, the CUP is intended to buffer existing surrounding uses from the proposed use. However, in this situation, the CUP should be reviewed in the context of buffering the proposed use from the surrounding light industrial uses. The applicant has addressed the CUP criteria in their overview letter, which is attached.

NEIGHBORHOOD MEETING

Section 3.1.6 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on June 20, 2019. The applicant, staff, and eight neighbors were in attendance.

The primary topics of discussion at the meeting were traffic and parking. Property owners within the Arvada Energy Center were concerned about overflow parking from the school being accommodated on the 54th Drive cul-de-sac. Additionally, concerns were raised regarding drop off and pick up time conflicts with business traffic, and existing congestion at the intersection of 52nd Avenue and Xenon Street. Noise from the facility and safety concerns for the children were also raised.
A follow up meeting was held on July 30th, where similar concerns were raised.

The applicant prepared a summary of the meeting, which is attached.

**PUBLIC NOTIFICATION**

Section 3.3 of the Land Development Code requires public notification for all public hearings as follows:

**Written Notice:** At least 12 days prior to all public hearings, written notice must be mailed to all property owners within 400 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

**Posted Notice:** At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

**Published Notice:** At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

**SEVERED MINERAL RIGHTS**

Written notice of the application is not necessary as part of a CUP. However, notice will be required, should the applicant pursue a Final Development Plan.

**DEVELOPMENT REVIEW TIMELINE**

The application was submitted on July 3, 2019 and placed on a standard review track. Staff and the applicant met all of the review and resubmittal deadlines. Given the limited nature of the CUP request, a third review of the application was not necessary. Therefore, the application is being heard on October 22, 2019, rather than on November 19, 2019, per the typical review schedule.

**ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN**

This application aligns with the Growth and Economic Development goals of the Strategic Plan.

**ZONING AND LAND USE**

The subject property is currently zoned PUD-I and is approximately 1.62 acres in size.
Surrounding properties are zoned and utilized as follows:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Actual Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>PUD-I</td>
<td>Office/Warehouse</td>
</tr>
<tr>
<td>South</td>
<td>R-L (Residential Low Density)</td>
<td>School</td>
</tr>
<tr>
<td>East</td>
<td>PUD-I</td>
<td>Vacant</td>
</tr>
<tr>
<td>West</td>
<td>Unincorporated Jefferson County</td>
<td>Single Family Residential</td>
</tr>
</tbody>
</table>

**PROJECT ANALYSIS**

**Compliance with the Comprehensive Plan**
The subject property is designated as Industrial/Office on the Comprehensive Plan Future Land Use map. Child care facilities are an appropriate secondary use, subject to CUP review.

**Setbacks**
Standard setbacks within the PUD-I zone district, per the LDC, and those indicated on the conceptual plan are as follows:

<table>
<thead>
<tr>
<th>Setback Location</th>
<th>Minimum Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>20 Feet</td>
<td>75 Feet</td>
</tr>
<tr>
<td>Side</td>
<td>10 Feet</td>
<td>16.9 Feet (North) and 117 Feet (South)</td>
</tr>
<tr>
<td>Rear</td>
<td>10 Feet</td>
<td>51.4 Feet</td>
</tr>
</tbody>
</table>

Specific setbacks will be determined at a future FDP review.
Building Height
The maximum building height, as indicated on the conceptual plan is approximately 25 feet. The maximum height allowed per the LDC is 35 feet.

Landscaping, Buffering and Fencing
The conceptual site plan indicates that approximately 38.3 percent of the site will be landscaped. The LDC requirement for open space within a PUD-I zone district is 25 percent.

A 6 foot tall solid fence is proposed along the southern and western portions of the site to surround the outdoor playground areas. A 6 foot wrought iron fence is proposed on the eastern side of the playground area.

A large landscape buffer is proposed on the western side of the site adjacent to the existing single family homes located in unincorporated Jefferson County.
**Building Design**
The building is proposed with a combination of siding, stucco, and stone veneer. A flat roof, with a gabled entry element utilizing timber trusses is also proposed.

**Circulation and Connectivity**
Access to the site will be from a single point along the 54th Drive cul-de-sac. Drop off and pick up traffic, as well as parking, will be accommodated through this access. Sidewalk access to the front of the building will also be provided from 54th Drive.

Child drop-off and pick-up take place over a two-hour period, between 7 and 9am and between 4 and 6pm. Approximately 30 percent of the children and employees leave at mid-day, as they are part-time.

A traffic impact study has been provided as part of the CUP request. The study indicates that the average daily trips will be approximately 613. Of those trips, 142 will take place in the morning peak hour, and 143 will take place during the afternoon peak hour. The levels of service at nearby intersections will have some minor impact from this facility. The following chart indicates the changes in level of service at three intersections adjacent to the Arvada Energy Center:
Grading and Drainage
The conceptual plan indicates that the site will be graded so that drainage flows to the southern portion of the site into a detention and water quality pond. In order to create a flat pad for the building, two, four foot tall retaining walls are anticipated along the southern portion of the site. Final drainage and grading will be determined during the FDP review.

Parking and Loading
Thirty-eight parking spaces are proposed on the conceptual plan, when 36 are required by the LDC.

Utility Services
All utilities are currently available to the site. Water and sewer service will be provided by the North Table Mountain Water and Sanitation District.

Police and Fire Protection
Arvada police and the Arvada Fire Protection District will provide services to this facility.

**LAND DEVELOPMENT CODE APPROVAL CRITERIA**

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.
Staff performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

<table>
<thead>
<tr>
<th>§3.14.9 Conditional Use Permit Approval Criteria (9-23-11)</th>
<th>Finding</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. The use is consistent with the Comprehensive Plan.</td>
<td>Complies</td>
<td>Public facilities, including day care facilities, are allowed as secondary uses within the Industrial/Office land use designation of the Comprehensive Plan.</td>
</tr>
<tr>
<td>B. The use is consistent with the purpose and intent of the zoning district in which it is located.</td>
<td>May Not Comply</td>
<td>Per the LDC, the PUD-I district is intended to encourage planned industrial parks with campus-like grouping of industrial uses, well planned access and parking, landscaped open space, and high quality architecture. This proposal includes significant landscaping and high-quality architecture, but does not necessarily relate to the industrial purpose and intent of the zone district. Additionally, access to the site is limited, given the location on a cul-de-sac.</td>
</tr>
<tr>
<td>C. The proposed use complies with all applicable provisions of this Code, including applicable use-specific standards of §5.2.</td>
<td>Complies</td>
<td>The CUP request meets all of the LDC requirements. There are no use-specific requirements for a day care facility.</td>
</tr>
<tr>
<td>D. The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts).</td>
<td>May Not Comply</td>
<td>The proposed day care facility is consistent with the adjacent uses in terms of scale and site design. However, the facility has operational characteristics that are different that the existing and planned uses within the PUD-I district in which it is located. The surrounding uses and potential future uses may have an adverse impact on a day care facility in terms of noise; the types of traffic generated; and access conflicts on the cul-de-sac.</td>
</tr>
<tr>
<td>E. Any significant adverse impacts resulting from the use will be mitigated or offset to the extent reasonably feasible.</td>
<td>May Comply</td>
<td>The project will mitigate adverse impacts on the adjacent residential to the west of the site through the construction of a solid fence to minimize noise and light impacts. The playground areas have also been located on the south and west sides of the building to be separated</td>
</tr>
</tbody>
</table>
from the surrounding light industrial uses. However, adverse impacts from the adjacent light industrial uses may affect the proposed day care use.

<table>
<thead>
<tr>
<th>F. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service for existing development.</th>
<th>Complies</th>
<th>Adequate facilities and services are available to support the development of this project.</th>
</tr>
</thead>
<tbody>
<tr>
<td>G. Any significant adverse impacts on the natural environment will be mitigated to the extent reasonably feasible.</td>
<td>Complies</td>
<td>The site has been planned for light industrial development for decades and the site has been graded to accommodate the proposed uses. Proper drainage facilities will be designed to address storm water run-off and water quality needs.</td>
</tr>
<tr>
<td>H. The use complies with all other applicable federal, state, or county laws and regulations.</td>
<td>Complies</td>
<td>The applicant will be required to be in compliance with the State of Colorado, Jefferson County, and any other regulatory agencies for day care facilities.</td>
</tr>
</tbody>
</table>

**STAFF RECOMMENDATION**

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends that the Planning Commission evaluate the proposal in terms of impacts that the surrounding uses may have on the project, rather than the impact of the project.

If the Planning Commission finds that a recommendation to approve the Conditional Use Permit is supported by the approval criteria, then staff recommends that the following conditions be made part of the approval:

- Outstanding items of the last staff review be addressed with the Final Development Plan application.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.
CONCEPT PLAN FOR CONDITIONAL USE PERMIT

GODDARD ARVADA
12720 W. 54TH DR
ARVADA, CO 80002
12,874 SQ. FT.

SITE DATA:

LEGAL DESCRIPTION:
LOT 2, ARVADA ENERGY CENTER AMENDMENT 6, RECEPTION# 2016051570
LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH PRINCIPAL MERIDIAN
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
Basis of Bearings:
THIS SITE IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH PRINCIPAL MERIDIAN IN THE CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

DEVELOPMENT STANDARDS TABLE: ZONING PUD-1

<table>
<thead>
<tr>
<th>DEVELOPMENT</th>
<th>MIN. LOT</th>
<th>MIN. LOT</th>
<th>MAX. BUILDING</th>
<th>MINIMUM SETBACKS</th>
<th>MAX. BUILDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>AREA REQUIRED</td>
<td>1 AC</td>
<td>100'</td>
<td>20'</td>
<td>25'</td>
<td>10'</td>
</tr>
<tr>
<td>PROVIDED</td>
<td>1.62 AC</td>
<td>106.4'</td>
<td>18%</td>
<td>20'</td>
<td>51.5'</td>
</tr>
</tbody>
</table>

LAND USE SUMMARY TABLE:

<table>
<thead>
<tr>
<th>LAND USE</th>
<th>REQUIRED</th>
<th>PROVIDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>12,800 SF / 18.1%</td>
<td>30,768 SF / 43.6%</td>
</tr>
<tr>
<td>OPEN SPACE</td>
<td>26,999 SF / 38.3%</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>26,999 SF / 38.3%</td>
<td></td>
</tr>
</tbody>
</table>

PARKING SUMMARY TABLE:

<table>
<thead>
<tr>
<th>PARKING TYPE</th>
<th>REQUIRED</th>
<th>PROVIDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>REGULAR</td>
<td>2.5 SF/EMP X 24 EMP = 38 SP</td>
<td></td>
</tr>
<tr>
<td>ADA ACCESSIBLE</td>
<td>2 SP</td>
<td>2 VAN ACCESSIBLE SP</td>
</tr>
</tbody>
</table>

PROJECT CONTACTS:

OWNER:
TURNICK, LLC
1901 SAGE CIRCLE
GOLDEN, CO 80401
PH: |
EMAIL: RESNICKCO@GSI-ANO.COM

FRANCHISOR:

ARCHITECT:
GODDARD SYSTEMS INC.
1016 W. 9TH AVE
KING OF PRUSSIA, PA 19406
PH: 610-205-1871
EMAIL: BHAUGHES@CAHEN-ARCH.COM

PROJECT MANAGEMENT:

CIVIL ENGINEERS:
POINTE CONSULTING LLC
8460 W KEN CARYL AVENUE
SUITE 101
LITTLEON, CO 80128
PH: 720-258-6836
EMAIL: JSHIPTON@PNT-LLC.COM

CONCEPT PLAN FOR CONDITIONAL USE PERMIT

GODDARD ARVADA - ARVADA, CO 80002

Copyrights and Infringements will be enforced and prosecuted.
2-7/8" 12 GAUGE GALVANIZED STEEL TUBING, BLACK FACTORY FINISH

3'-6 1/2" 2'-0" 1'-0" 1'-6" 2'-0 1/2"

SCALE: INVERTED "U" BICYCLE RACK
09 1/2"=1'-0"

SCALE: FENCE @ RAISED CORNER
02 1/2"=1'-0"

PLAY AREA TURF
6'-0" TALL FENCE SEGMENT
CORNER POST PER FENCE MANUFACTURER, SET BELOW FROST LINE
4'-0" TALL FENCE SEGMENT
6'-0" PER PLAN
4'-0" YARD INT. PER PLAN
2" MAX.
1" MIN.
3"

SCALE: STEEL FENCE AND GATE
01 1/2"=1'-0"

7'-11 1/2" 5'-8 1/2" OR 3'-8 1/2" 4'-0" OR 6'-0" 3'-0"

3" TYPICAL 5 1/2" 2" NOM.
1-1/2" STL. CHANNEL
2" SQ. STL. POST
5/8" SQ. STL. PICKET
1-1/4" STL. CHANNEL
AT 6'-0" H. SECTIONS ONLY
COLOR: BLACK
PRE-FINISHED FENCE
NOTE: FENCE, SIMILAR TO 'AMERISTAR' MONTAGE RESIDENTIAL, SPEC.

NOTES:
1. REFER TO A0.1 SITE PLAN FOR LOCATION OF ALL SITE FIXTURES ETC

4'-0" RE: SITE PLAN

3'-6" 'D' CONCRETE FOUNDATION
3,000 PSI WITH #5 (8) GRADE 60 REBAR

4'-0" RE: SITE PLAN

S-10 TRAFFIC GUARD
SPECIALTY PRODUCTS, INC.

ELEVATION

3'-0 1/4" GROUND LINE

REFER TO PRODUCT SPECS:
S-10 BY TRAFFIC GUARD
SPECIALTY PRODUCTS, INC.
Development Overview Letter

Property information
Address: 12720 West 54th Drive
Proposed Use – The Goddard School – North Table Mountain
PIN – 39-172-02-067
Zoning – PUD-I
Subdivision – Arvada Energy Center Amendment 6
Application – Conditional Use Permit

Applicant
Turnick, LLC
Dan Resnick
1901 Sage Circle
Golden, CO 80401

Subject Site and Proposed use
The proposed project is a 70,748sf/1.62 acre parcel located at 12720 West 54th Dr in Arvada.

The applicant has purchased a franchise from Goddard Systems, Inc. (GSI) to open a Goddard School. The Goddard School is a curriculum-based preschool for children ages 6 weeks to 6 years of age. If there is a demand, there may be an after-school program. The hours of operation for the center are from 7am – 6pm, Monday through Friday. The center will be closed on the weekends and holidays. On occasion evening or weekend events may be held at the school.

The school is proposed to be +- 13,000 square feet. There will be 11 classrooms and a multi-purpose room. The projected licensed capacity for the school is 204 children. At full capacity there will be 24 staff. There are 2 teachers per classroom, the owner and an educational director. The multi-purpose room will be used throughout the day by different classes so it will not require any additional staff.

There is approximately +- 11,000 square feet of playground space proposed. There will be 3 playground areas. There will be 2 playground structures with a poured-in-place rubber fall zone. The playground will be separated as required; one for infants and toddlers and the other for preschool children. The playground will be enclosed by a 6’ perimeter fence. Fencing along the west and south sides will be a decorative solid fence. All other fencing will be wrought-iron style fence. The fencing will be installed around the building as a security measure. All classroom exits will be fenced. 40 parking spaces are proposed and there is a dumpster enclosure at the south side of the parking lot.

Goddard Systems Inc.
GSI, the franchisor of The Goddard School, has approximately 500 locations in 36 states and has been in business since 1988. There are 20+ centers currently open in the Greater Denver Area. The Goddard School core curriculum emphasizes early childhood development and incorporates enrichment programs in chess, coding, fitness, foreign languages, music, robotics, sign languages, yoga and more. The Goddard School Franchise is consistently named one of the top childcare franchises in the United States by Entrepreneur magazine.
The applicant decided to purchase a childcare franchise because he wanted to invest in a business that would give him an opportunity to make a positive difference in children’s lives. They selected The Goddard School specifically because they wanted to invest in a proven business model. GSI provides support in every aspect of the business including site selection, construction support, training, marketing, IT and more.

Site Selection

The applicant spent a lot time looking for the right location. Factors that led him to choose this location include but are not limited to:

- Commercial location close to a high density of residential
- Excellent demographics for families with children under the age 5 as confirmed by GSI
- Close proximity to Ward Rd, a major thoroughfare in Arvada
- Convenient location for the drop off and pick up of children for parents.
- Preschools in the immediate vicinity of this location are at full capacity with a waitlist. Research indicates there is a demand in this area.
- The use of childcare works in this location with no negative impacts to the neighboring properties.

CUP Approval Criteria

The applicant offers the following information on how the requirements for the CUP are met with the proposed project:

*The use is consistent with the Comprehensive Plan*

The proposed project promotes public health, safety, convenience and prosperity for the residents of Arvada. It provides a service needed for both residents and people that work in Arvada. The proposed project provides more than daycare as it is curriculum based and is a preschool. This service is consistent with the comprehensive plan as it benefits the community by promoting education and is a benefit to the community.

The proposed project promotes economic and community growth for the city. Whereas, the school will have 24 staff at the facility at full capacity there will be 40-45 employees hired at school as some are part time. The school also promotes economic growth as the service is needed to support the increase in jobs for the city.

The location for the project works to prevent congestion on the major thoroughfares in the area as it’s located in a business park and parents are not entering and exiting on the major thoroughfare. It’s also going to draw parents that are already driving those roads. The school will encourage its staff to carpool to and from work.

We feel the project is consistent with the comprehensive plan as it promotes a balance between residential and nonresidential uses by providing a necessary service to make them work well together.

The proposed school is also compatible with the surrounding light industrial development. Whereas measures have been taken to control sound from the children playing on the playground, light industrial uses are generally tolerant of a certain amount of noise. The volume of traffic in a light industrial development is generally lower than other locations which makes this site compatible to the uses around it. Our traffic engineer took counts on the streets of the development and found the traffic was very low and that a good portion of it took place before the school would open for business. The low traffic levels make the site compatible as it allows for ease of access for the parents picking up and dropping off.

The intent of a light industrial district as defined in the municipal code is “to encourage development of industrial and office uses with minimal adverse impact on surrounding properties.” The code also states that “permitted uses are limited to manufacturing, wholesaling, and office activities that can be operated in a clean and quiet manner.”
Considerations have been taken to ensure that the surrounding light industrial uses will not impact the pre-school but the uses are compatible as defined by the code.

Furthermore, the code states “Certain public facilities needed to serve the occupants of the District and residents of adjoining residential districts are also allowed.” The proposed preschool will provide a service to the workforce and adjoining residential district in the surrounding development and thus support it.

The use is consistent with the purpose and intent of the zoning district in which it is located.

The zoning for the location is PUD-I. A day care is a conditional use. Per the Arvada Land development code, “Conditional uses are permitted uses that are appropriate in the respective zoning district only when all conditions are met.” Its our understanding that the intent of the code is intended to permit daycare provided there are no negative impacts on the neighboring properties.

Considerations in the design have been taken to mitigate any negative impacts of the surrounding uses. The landscape plan has been developed with large shade tree throughout to screen the proposed use from the existing uses.

The playgrounds have been situated on the south side of the building to isolate them. Both playgrounds are situated in one area to isolate them from any negative impacts from the surrounding uses. A solid fence has been added to the south and east sides to mitigate noise from entering playgrounds. A higher concentration of landscaping has also been added around the playgrounds to mitigate any negative impacts as well.

The location of the playgrounds also promotes safety as there is a retaining wall on 2 of the three sides of the playgrounds which limits any potential hazards that could impact the children. On the third side of the playgrounds, traffic-rated bollards have been added to provide car protection. It is unexpected to have any vehicles from the surrounding uses enter the site, but precautions have been taken should they.

The facility will be built to control sound using sound attenuation insulation is in all the perimeter walls of the classrooms. The insulation in the walls will extend to the insulation at the roof so sound each classroom is fully insulated on all sides. This will mitigate any sound that could come from any surrounding uses and disturb the operations of the preschool.

The intent of the PUD-I zone is defined in the land development code: Intent. The PUD-I District is created to encourage planned development industrial parks. It is intended to promote campus-like groupings of industrial uses and the provision of well-planned access and parking areas, adequate fire and safety controls, landscaped open space, physical connectivity between structures, and high-quality architectural design.

Considering the intent of the zoning is to permit a daycare and the intent of the PUD-I zone described above, we think the proposed use meets the intent of the LDC. If the goal of the zoning is to provide a campus like atmosphere with physical connectivity, a preschool will promote this as its likely that workers from the businesses will have children in the preschool and could actually walk from their place of business to the preschool. At this point in the development, this continuity doesn’t seem to exist.

The proposed use complies with all applicable provision of the Land Development Code, including any applicable use specific standards in Article 5.2.

The proposed use complies with applicable development standards. The standards are shown on the drawings.

The proposed use is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts)
The proposed use is designed to be compatible with the other uses in the PUD. Its also designed to be compatible with the residential development to the west of the property. The building was designed with a flat roof like the other buildings in the development. The primary of height of the buildings was kept low at a height of 18’2”. There are elements of the building that are taller, but they are on the east side of the building facing the business side of the development. The building has a parapet wall to screen the HVAC equipment that will be on the roof. A solid 6’ fence with taller growing landscaping is proposed on the residential side of the building for screening.

The hours of operation of the school will be from 7am-6pm Monday through Friday. The school will be closed on nights, weekends and holidays except for occasional events. This works well for both the business and residential development. In particular it makes the use compatible with the residential as there should be no concerns over noise or lighting outside of typical business hours. In regard to the playgrounds, they have been designed to be on the south side of the building, away from the residential. Children do not use the playground first thing in the morning or during the evening. The hours that they will be on the playground are from 9am to 4pm. There will also only be 1 classroom of children in each playground at a time. The proposed 6’ solid fence and taller landscaping shown on the west and south sides of the playground were designed to mitigate any sound leaving the site.

Unlike a school, parent drop-off and pick-up their children over a 2-hour period each day. Drop-off is from 7am-9am and pick-up is from 4pm-6pm. Roughly 30% of the children and staff leave at midday because they are part-time. Parents are required to park their car, sign their children in and take them to their class in the morning. The inverse of that is true for pick-up. The process typically takes 6-10 minutes. The location of the school works particularly well being on a cul de sac. Parents entering and leaving the school will not need to wait for traffic as they would if they were on a through-street.

The proposed use is compatible in terms of traffic with the surrounding uses because the pick-up and drop-off is staggered. Potential concerns of the truck traffic will be mitigated through a strict policy on parent’s pick up and drop off. Parents are required to park their cars and take their child to their classroom after signing them in. Parents will not be able to pull up and drop their child off which eliminates any concerns regarding queuing which could back up on to the surrounding streets and interfere with any trucks delivering to the surrounding businesses. The parking lot allows for a circular flow of traffic which will also make sure any queuing will take place in the parking lot and not on the street. There will also be a policy which does not allow any car to park on the street.

It is our understanding that there is a concern with traffic on W52nd Ave by the Drake Middle School. We expect that the majority of parents dropping their children off will leave the school and head south on Ward Road to Interstate 70, avoiding the congestion. We would also expect that the majority of parents picking up will be heading north on Ward Rd when they leave. To do this they will need to head south on Xenon and make a left on W 52nd to get to Ward Road. By the time parents are picking up their children, the school day will have already been over and there should be no concern with the existing congestion.

Lighting for the school will be designed to stay on site and will comply with the city’s development standards. There are no adverse characteristics such as smell or dust.

Any significant adverse impacts resulting from the use will be mitigated or offset to the extent reasonably feasible.

Considerations to mitigate any negative impacts from the proposed use on the surrounding uses are reflected in the building, site and landscape design.

The playgrounds were situated on the south side of the building so they would be in one area and have the least impact on the neighboring properties. A solid fence was used on the south and west sides to mitigate any visual or sound impacts.

The design of the building considers the residential property to the west. The building is a single story and is only 25’ at its tallest point. With the additional landscaping the goal is to screen the proposed development from the residential neighbors. Considerations on sound on the interior of the building will ensure there is no sound that leaves the building. All of the classrooms will be fully insulated with sound attenuation insulation.
The landscape design includes measures to mitigate any impacts. Additional trees have been added to screen the property from the residential neighbors. They were also added to mitigate sound leaving the play areas. The parking lot landscaping was designed to mitigate the visual impacts to the surrounding uses. Shrubs are shown on the north and east sides of the site to screen the parking lot from the adjacent light industrial properties.

Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service for existing development.

Since the project is in a PUD, all utilities have been run to the site and were designed to accommodate the entire development.

Any significant adverse impacts on the natural environment will be mitigated to the extent reasonably feasible.

The land is currently vacant. The proposed development will not create any adverse impacts on the natural environment as it will be developed to current development standards.

The use complies with all other applicable federal, state, or county laws and regulations.

The proposed development will need approval from the CO Department of Human Services to operate as a childcare. It will also need to be inspected by the Jefferson County Health Department. The proposed design is based on the regulations from both agencies.
Neighborhood Meeting Summary
The Goddard School North Table Mountain
12720 W. 54th Drive Arvada CO 80002

Date of Meeting- June 20th 2019 6-7 PM

Meeting Location- 1st Floor Ann Campbell Room at Arvada City Hall 8101 Ralston Rd Arvada CO 80002

Number of People in Attendance- 8 People (Representing 3 businesses and 2 residences)

Development Team in Attendance-
• Owner Dan Resnick
• Architect Ben Hughes

City of Arvada in Attendance-
• Jeremiah Bebo

Meeting Notice Mailed- 6.5.19 (Attached Exhibit A)

Affidavit of Mailing- (Attached Exhibit B)

Materials Distributed at Meeting-
• Site Plan (Attached Exhibit C)
• Building Elevation (Attached Exhibit D)
• Floor Plan (Attached Exhibit E)
• Letter of Intent (Attached Exhibit F, 7 pages)

Summary
The main concerns the neighbors raised were over traffic and parking. There were some lesser concerns. All are explained below.

Parking

Some people raised concerns that there would be parents parking on the street and in other parking lots. We explained to the residents that we exceed the city’s parking requirement for our use by 4 spaces. We also explained that not all staff is parked in the lot during the pick-up and drop-off. The amount of staff parking is directly correlated to the number of children in the school. Since drop-off and pick-up is evenly distributed over 2 hours in the morning and the afternoon the amount of parking spaces required for staff slowly increases in the morning and decreases in the afternoon. We also explained that about 30% of part time children leave in the early afternoon making the pick-up in the evening less intense.

To address their concerns, we intend to do and additional traffic/parking study that will survey 3 other Goddard Schools and have a follow up meeting with the residents to discuss the results. We intend to show them that we have adequate parking for our use. We will have the traffic consultant at the meeting to answer questions.
Traffic

The neighbors raised a concern about the amount of traffic the proposed use would generate in the business park. We believe they think this works more like an actual school. We tried to explain that not all parents arrive at one time as it doesn’t function like a school where the children need to be there at the same time. The parents show up and leave at a steady rate over a 2-hour period and the traffic is not intense.

There was also a misunderstanding on how the children are dropped off and picked up. The parents are required to park their cars, sign their children in and take them to the classroom. It’s the inverse on the pick-up. The process can take anywhere from 6-10 minutes. Some people thought that the parents would drop their children off at the front of the school and drive away. This made them think that we didn’t have a good parking lot design as there would be a steady flow of parents dropping off their children without having to park. The parking lot has been designed to meet the develop standards.

Issues were raised about the location being on a cul-de-sac and cars lining up back in the street waiting to drop off their children. We believe this concern came from the aforementioned issue of the neighbors not understanding that people have to park and take their children in. Being on a cul-de-sac is actually a benefit for this use as the parents entering and leaving the parking lot do not need to compete with regular street traffic. This should prevent there being any stacking in the parking lot and makes the flow of the drop-off and pick-up work well.

Concerns of traffic were also raised about Ward Rd and 52nd Ave. We explained that there was a traffic impact fee associated with improving the conditions of the neighboring streets based on our use and that this has already been accounted for in the approval of the PUD. We explained that there could be additional fees required as a result of the traffic study we need to submit as part of our application.

One neighbor from the business park raised concerns about having semi-trucks trying to deliver to their facility while the parents are dropping off and picking up. Since the trucks simply need to make a turn into the parking lot we don’t see this as a concern as its not different than cars driving in normal conditions with larger trucks. The designs of the neighboring facilities do not require these trucks to make any additional maneuvers on the common streets to make their deliveries, so we do not see a conflict.

To address the concerns, we intend to do and additional traffic study that will survey 3 other Goddard Schools and have a follow up meeting with the residents to discuss the results. We will have the traffic consultant at the meeting to answer questions.

Noise

A residential neighbor raised the concern of the noise of the playground. We explained that the school only has one classroom out at a time in each of the 2 playgrounds and that we situated the playgrounds on the south side of the site to keep them further from the residents. There is room on the site for one to be on the west side adjacent to the residential but we purposely didn’t put any equipment there. We also explained that the children are only on the playground between 9am and 4pm which is during normal business hours. Other uses that are permitted could make noise on nights and weekends which could potentially be more disturbing towards the residents.

To address this concern we have decided to use a solid fence and taller landscaping on the west and south sides of the playground to contain any noise. The Goddard standard fencing is a wrought iron style fence.

Safety

Concerns of safety were raised. The current design of the site could not really be any safer as there are retaining walls surrounding the playgrounds and we have car protection for the building and the playground area adjacent to the parking. The location being on a cul-de-sac also allows for the safe entering and exit of the parents from the parking lot. The school will have 6’ tall perimeter fence as well as a camera system covering all of the property. In terms of entering the building, there will be an electronically controlled interior vestibule door. Parents will be able to allow themselves in using a biometrically controlled access control device. All other parties will need to be permitted in the building by the owner or director.
Drainage

The owner of the property to the east raised concerns over the drainage. We explained that we have just started looking at the drainage and that our civil engineer had already contacted theirs.

We intend to stay in touch with this owner as our stormwater design progresses.
NOTICE OF NEIGHBORHOOD MEETING

This notice is to inform you of an upcoming opportunity to participate in a neighborhood meeting for a proposed development project planned within the City of Arvada.

PROJECT NAME: The Goddard School North Table Mountain

PROPERTY LOCATION: 12720 W. 54th Drive
Arvada, CO 80002

APPLICATION SUMMARY: The proposed project is a 70,748sf/1.62 acre parcel located at 12720 West 54th Dr in Arvada.

The applicant has purchased a franchise from Goddard Systems, Inc. (GSI) to open a Goddard School. The Goddard School is a curriculum-based preschool for children ages 6 weeks to 6 years of age. If there is a demand, there may be and after-school program. The hours of operation for the center are from 7am – 6pm, Monday through Friday. The center will be closed on the weekends and holidays. On occasion evening or weekend events may be held at the school.

The school is proposed to be +- 12,800 square feet. There will be 11 classrooms and a multi-purpose room. The projected licensed capacity for the school is 208 children. At full capacity there will be 24 staff. There are 2 teachers per classroom, the owner and an educational director. The multi-purpose room will be used throughout the day by different classes so it will not require any additional staff.

There is approximately +- 12,000 square feet of playground space proposed. There will be 3 playground areas. There will be 2 playground structures with a poured-in-place rubber fall zone. The playground will be separated as required; one for infants and toddlers and the other for preschool children. The playground will be enclosed by a 6’ wrought iron style fence. The fencing will be installed around the building as a security measure. All classroom exits will be fenced. 38 parking spaces are proposed and there is a dumpster enclosure at the south side of the parking lot.

MEETING INFORMATION
DATE: Thursday, June 20, 2019
LOCATION: 8101 Ralston Road – 1st Floor
TIME: 6:00 – 7:00pm

PROJECT REPRESENTATIVE
NAME: Dan Resnick
Turnick LLC
PHONE NUMBER: 914-419-7863
EMAIL ADDRESS: resnickco@gsi-ano.com

ARVADA STAFF CONTACT
NAME: Rob Smetana
PHONE NUMBER: 720-898-7435
EMAIL ADDRESS: rsmetana@arvada.org

A neighborhood meeting is the first step of the public process in the City of Arvada for developments that require a public hearing. This is done to help ensure community input and feedback into proposed developments prior to any formal application being submitted. If an application is submitted and the project moves forward, property owners and Homeowners Associations located within 400 feet of the subject property will be notified of the
dates of both the Planning Commission hearing and the City Council hearing approximately 10 days in advance of the hearing dates.

During the neighborhood meeting, the project representative will present the proposal to the audience, and may have a graphical representation of the proposal, a project fact sheet, and/or detailed handouts regarding specific details of the planned development for audience review.

Audience members will be given an opportunity to ask questions and provide comments regarding the proposed project. Arvada city staff will be available at the meeting to address any questions regarding the development review and application process.

Please feel free to contact the project representative or the Arvada staff contact listed above with any questions regarding the meeting.
Affidavit of Mailing

I, Dan Resnik, certify that letters of notification were mailed in accordance with Section 3.3 of the Arvada Land Development Code for the public hearing/neighborhood meeting to be held on 6/10/2019. A copy of the letter and list of recipients is attached and made a part of this Affidavit.

Said mailing was made on 6/5/2019.

STATE OF COLORADO  
COUNTY OF JEFFERSON  

The foregoing instrument was acknowledged before me this 5 day of June, A.D. 2019 personally by

Dan Resnik

Notary Public

My Commission Expires: 1/25/2023
12720 W 54th Drive
Proposed Goddard School
North Table Mountain
Arvada, CO
Team in Attendance

- Applicant - Turnick LLC - Dan Resnick
- Project Manager - AHC2 LLC - Andrew Hinman
- Civil Engineer - Point Consulting, LLC - Mitchell Shearer
- Architect - Cahen Architectural Group PC - Ben Hughes
- Traffic Consultant - Lantz and Associates, LLC - Fred Lantz
- Goddard Systems, Inc - Brian Johnston
• 12,874 square foot preschool
• +/-11,000 Square feet of fenced play yard
• 2 Play structures
• Approximately 200 children ages 6 weeks to 6 years
• 24 staff at full capacity
• Open 7am-6pm Monday through Friday
• Closed weekend and Holidays
Site plan
Fencing

- Attractive privacy fencing on south and west sides to screen playgrounds and help control sound
Building Front Elevation

Main Roof Height - 18’2”
Tallest Point - 25’4”
Building Rear Elevation

- T.O. ROOF: 125'-4"
- T.O. PARAPET: 120'-6"
- T.O. PARAPET: 118'-2"
- T.O. TRIM: 113'-2"
- T.O. WINDOWS: 110'-6"
- T.O. WINDOWS: 107'-4"
- T.O. WATER TABLE: 102'-4"
- FINISH FLOOR: 100'-0"
Site Selection

- Demographics show demand for childcare
- Area is still developing / New Developments
- Conducive for safe pick-up and drop-off
- Site allows for a safe and secure design
- Very little traffic on adjacent streets
Neighborhood Meeting

• Concerns were raised over Parking, Traffic, Noise

• Parking exceeds City requirement by 4 spaces

• Additional traffic study was done

• Neighboring residents considered in the design

• Follow-up meeting held
Conditional Use Permit

“Conditional uses are permitted uses that are appropriate in the respective zoning district only when all conditions are met.”

Light Industrial District

Intent. The I-1 District is intended to encourage development of industrial and office uses with minimal adverse impact on surrounding properties.
Site generated traffic

Figure 6 – Site Generated Traffic
TO: THE HONORABLE CITY COUNCIL          DATE: December 2, 2019

SUBJECT: CB19-046 An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2 (Ordinance No. 4717)

Report in Brief

The fifth amendment to the 2005 Jefferson Center Metro District (JCMD) IGA removes references of a previously approved resolution R02-104 which made specific reference to the allocation of water for different land use types in the JCMD area. The 2002 Water Allocation Resolution contains target percentages for future residential and nonresidential uses. In 2002 there were limited options available to expand the water supply and City Council wanted to preserve water for economic development opportunities. During the past 18 year interval, the City has established a contractual relationship with Denver Water on the Gross Reservoir expansion project, which would supply enough additional water for build-out. The percentages adopted back in 2002 should be reviewed and updated as many changes to the Comprehensive Plan have occurred.

This IGA also restates language in a 2017 resolution R17-020, which in part references the 2002 resolution. The 2017 resolution allocated an additional 300 acre feet of water to JCMD, but made it subject to the same provisions found in the 2002 resolution. This amendment, if approved, would allow the water allocated by the 2017 resolution to be used as identified in this amended IGA and not subject to the 2002 resolution.

The JCMD Board is proposing to change the land use of approximately 250 acres to allow for residential and mixed use development. If City Council were to grant the proposed land use change, City Council would also need to authorize a change in the water allocation categories for the Jefferson Center Metropolitan District (JCMD). This amendment to the IGA facilitates the change to the water allocation, but does not approve any land use changes.

Currently, JCMD has 546 Acre Feet (AF) of available water, all of which is designated for nonresidential use. 396 AF of the existing 546 AF would be needed for residential use. 150 acre feet would be limited to non-residential uses only. The 150 acre feet of water would allow for roughly 100 to 150 acres of non-residential development.

The Arvada team recommends that the City Council approve CB19-046, An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By And Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2.

Financial Impact

This ordinance has no direct financial impact.

Background

Prior to 2002, the City did not have a water allocation system. In May of 2002 the City Council was briefed on the City’s current water supplies, the Jefferson Center, the Comprehensive Plan, and future developments. As of 2002, much of the
original land that was to be Jefferson Center had been sold to Open Space, and it was estimated that the remaining 2,000 acres would require between 2,000 and 3,000 AF of water, which the City did not have. The discussion by City Council centered on economic development, and the City Manager was directed to prepare a resolution for a water allocation system that would preserve water for nonresidential development. A resolution (R02-104) for the water allocation system was prepared and adopted by the City Council.

This approach has served the City well; however, currently the Arvada team does not believe that a city-wide allocation of water is necessary in making neighborhood land use decisions. Over the past decades, the City has made significant progress in developing the additional water resources needed for the full build-out of the city. If City Council prefers to retain the Resolution, the team believes that the percentages adopted 18 years ago should be updated to allow for the development and changes to the Comprehensive Plan that has occurred during the interval.

**Discussion**

The water supply reserved for the JCMD has been the subject of numerous discussions for the past two decades. Currently JCMD has 1,869 AF of water available, and it has applied 1,323 AF towards new development, being mostly residential. By the IGA with JCMD, the remaining amount of 546 AF is reserved for nonresidential purposes.

The JCMD board members have stated that the amount of land designated for nonresidential development is more than the market can support, and they are requesting that land and water be made available for residential uses. City team members have reviewed the most current market analysis report by Professor Thibodeau and are generally in agreement that the commercial real estate market will not support the planned 600 acres of nonresidential development in the Candelas area; 100 to 150 acres of nonresidential use is more reasonable.

At the present time the residential market remains strong and the JCMD board members would like to continue developing residential properties. Consenting to this request will require City Council to allow 396 AF of the available 546 AF to be used for residential purposes, while retaining 150 AF of nonresidential use water which will meet the needs of the local commercial development. Please note that while the proposal does not increase JCMD’s available sources of water, it does alter the allocation methodology that has been in place since the 2002 Resolution.

JCMD does have an option to purchase an additional 92 AF of water under the 20% option allowed them in the 2005 IGA. This water would not be subject to the allocation method. JCMD will need to exercise this option in order to meet the water needs for their proposal. Any land use changes would still be required to be approved by City Council.

**Public Contact**

Posting of the City Council agenda.

**Commission Recommendation**

N/A

**Strategic Alignment**

The recommended action aligns with the Community and Economic Development Priority Area within the City Council Strategic Plan.
Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve CB19-046, An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2.

Suggested Motion:

I move that CB19-046, An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District No. 2, be (approved on final reading, numbered 4717 and ordered published by title only) (rejected).

Prepared by:
Janet Newman, Administrative Specialist

Reviewed by:
Josie Suk, Development Systems and Administrative Manager 11/11/2019

Approved by:
Ryan Stachelski, Director of Community and Economic Development 11/11/2019
Jim Sullivan, Director of Utilities 11/12/2019
Sharon Israel, Director of Utilities 11/12/2019
Toni Riebschlager, Law Office Administrator 11/13/2019
Emily Grogg, Senior Assistant City Attorney 11/15/2019
Rachel Morris, City Attorney 11/20/2019
Lorie Gillis, Deputy City Manager 11/20/2019
Mark Deven, City Manager 11/21/2019

Enclosure, exhibits & attachments required to support the report
COUNCIL BILL NO. 19-046
ORDINANCE NO. 4717

AN ORDINANCE AUTHORIZING THE FIFTH AMENDMENT TO THE 2005 INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA, COLORADO AND THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

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

Section 1. The Mayor, or the Mayor Pro-tern is authorized to sign, and the City Clerk to attest, in substantially the same form as approved by the City Attorney, the Fifth Amendment to the 2005 Intergovernmental Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 2.

Section 2. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED this 18th day of November, 2019.
PASSED, ADOPTED AND APPROVED this 2nd day of December, 2019.

______________________________
Marc Williams, Mayor

ATTEST:

_______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Rachel A. Morris, City Attorney

Publication dates:  November 21, 2019
                     December 5, 2019
Charles C. McKay  
Jefferson Center Metropolitan District No. 1  
141 Union Boulevard Suite 150  
Lakewood, Colorado 80228-1898

Subject: Water Supply Available for Purchase

Dear Mr. McKay:

Pursuant to paragraph 3.2 of the Third Amendment to the Intergovernmental Agreement by and between the City of Arvada and the Jefferson Center Metropolitan District No. 2 (JCMD) dated June 2015, the City of Arvada is hereby providing JCMD written notification that beginning July 10, 2017 JCMD may purchase up to 85.05 Acre-Feet of water referred to as the Deferred Water Options.

The purchase price is to be equal to the water rights value portion of the City's in-City water tap fee in effect at the time the District makes the purchase. Currently this value is $23,901 / Acre Foot. The purchase price will change if the City changes its in-City water tap fee.

In accordance with paragraph 3.2, Third Amendment, this water will be subject to the allocation formula established by City Resolution R02-104.

JCMD has three years to purchase all or a portion of this water. JCMD’s option for acquiring this water will expire on July 10, 2020.

Sincerely,

James M. Sullivan  
Director of Utilities
January 12, 2018

Charles C. McKay
Jefferson Center Metropolitan District No. 2
141 Union Boulevard, Suite 150
Lakewood, Colorado 870228-1898

Subject: Water Rights Purchased by the City of Arvada

Dear Mr. McKay:

Pursuant to Paragraph 3.2b of the Intergovernmental Agreement between the City of Arvada and the Jefferson Center Metropolitan District No. 2 (JCMD) dated April 4, 2005, the City of Arvada hereby provides written notification that the City has purchased the following water rights:

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Ditch</th>
<th>Amount</th>
<th>Yield (AF)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 2017</td>
<td>Group Sale</td>
<td>Wannamaker</td>
<td>27.5 inches</td>
<td>37.12</td>
<td>$260,700.00</td>
</tr>
</tbody>
</table>

Pursuant to the conditions set forth in Section 3 of the 2005 IGA, JCMD has three years to exercise its rights to purchase an equivalent 20% of this water, that being 7.42 AF. JCMD’s option to acquire this water will expire on January 12, 2021.

Sincerely,

James M. Sullivan
Director of Utilities
720.898.7760
FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

1.0 PARTIES. The parties to this Fifth Amendment (“Fifth Amendment”) are the City of Arvada, a home rule municipal corporation (“Arvada” or “City”) and Jefferson Center Metropolitan District No. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (“JCMD”). Collectively, Arvada and JCMD are referred to as the “Parties.”

2.0 RECITALS.

2.1 Arvada and Jefferson Center Metropolitan District No. 1 previously entered into an agreement (“Original Agreement”) titled “Intergovernmental Agreement By and Between the City of Arvada and the Jefferson Center Metropolitan District No. 1,” dated April 4, 2005.

2.2 Jefferson Center Metropolitan District No. 1 subsequently assigned its rights, interests, and obligations under the Original Agreement to JCMD, and JCMD represents and affirms that it is subject to the Original Agreement, as assignee thereof, and has all necessary power and authority to enter into this Fifth Amendment.

2.4 The Original Agreement was amended by a First Amendment dated January 11, 2010 (“First Amendment”), by a Second Amendment, dated April 7, 2014 (“Second Amendment”), by a Third Amendment, dated June 29, 2015 (“Third Amendment”), and by a Fourth Amendment, dated February 6, 2017 (“Fourth Amendment”); together with the Original Agreement, the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, constitute the “IGA.”

2.5 Currently, JCMD has 1,869.24 acre feet (“AF”) of water available. 1,275.01 AF of water has been applied towards residential development and 54.5 AF of water has been applied towards commercial development.  JCMD has 539.73 AF of water reserved for nonresidential purposes and an option to purchase an additional 92.47 AF of water that would not be subject to the Resolution No. R02-104 allocation requirements.

2.6 Resolution No. R02-104, A Resolution Allocating Existing Water Supplies to New Users, was approved and adopted by City Council on June 17th, 2002 (“Resolution R02-104”).  Resolution R02-104 laid out a water allocation system to encourage commercial/industrial development.  Resolution R19-124, adopted by Council on December 2, 2019 rescinds Resolution R02-104.

2.7 Resolution No. R17-020, A Resolution Increasing the Allocation of Water to the Jefferson Center Metropolitan District No. 2, was approved and adopted by City Council on February 6, 2017 (“Resolution R17-020”).  Resolution R17-020 allocated an additional 300 AF of water and required it to follow the allocation plan in Resolution R02-104.  Resolution R19-125, adopted by Council on December 2, 2019, rescinds
Resolution R17-020; rescinding of this resolution does not affect the allocation of the 300 AF but the resolution will be superseded by this Fifth Amendment. Future water allocations will continue to follow Subsection 3.7 as amended in the Fourth Amendment, allowing additional water supply allocations to be made by resolution and at the sole discretion of the Arvada City Council.

3.0 AMENDMENT. The Parties agree to further amend the IGA as follows.

4.0 TERMS AND CONDITIONS.

4.1 The foregoing terms and recitals are incorporated herein and made a material part of this Fifth Amendment as if set forth in full as terms and conditions.

4.2 Capitalized terms not otherwise defined herein shall have the meaning(s) ascribed to them in the IGA.

4.3 The first sentence of Section 3.0 (“Water”) shall be deleted.

4.4 All references to Resolution R02-104 (including references to Resolution R02-014 and/or Resolution R02-14) shall be deleted from the IGA, including all references in the First Amendment, Second Amendment, Third Amendment and Fourth Amendment.

4.5 It is anticipated that JCMD will purchase the additional allocation of 92.47 AF of water in accordance with the terms of the IGA. Arvada sent two letters providing written notification of the additional water allocation dated July 5, 2017 and January 12, 2018, Exhibit A and B respectively.

4.6 With the additional 92.47 AF of water, JCMD has a total of 1,961.71 AF of water available. No part of the total 1,961.71 AF of water shall be subject to the allocation system that has now been amended in Section 4.3 and Section 4.4 of this Fifth Amendment.

4.7 JCMD is required to reserve 150 AF of its allocated water for nonresidential use to meet the needs of the local commercial development, unless otherwise approved by the City.

5.0 DOCUMENTS OTHERWISE UNCHANGED. Except as specifically provided in this Fifth Amendment, the IGA remains unchanged and in full force and effect in accordance with its terms.

6.0 SEVERABILITY. If any other provision of this Fifth Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect.
DATED this ____ day of _______________, 2019.

CITY OF ARVADA, a Colorado home rule municipal corporation

________________________________________
Marc Williams, Mayor

ATTEST:

________________________________________
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: ________________________________

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

________________________________________
Charles C. McKay, President
REPORT TO CITY COUNCIL
RESOLUTION

TO: THE HONORABLE CITY COUNCIL
DATE: December 2, 2019

SUBJECT: R19-124 A Resolution Rescinding Resolution R02-104 A Resolution Allocating Water Supplies to New Users

Report in Brief

This resolution is a counterpart to CB19-046 An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District (JCMD) No. 2 (Ordinance No.). Should the City Council approve CB19-046, Council would also need to approve this resolution in order to rescind R02-104. References to R02-104 would be deleted from the 2005 IGA with the approval of CB19-046 and would no longer be the controlling document for water allocation in JCMD. Recision of R02-104 would eliminate any future confusion about water allocation associated with JCMD.

The Arvada team recommends that the City Council approve R19-124, A Resolution Rescinding Resolution R02-104, A Resolution Allocating Water Supplies to New Users.

Financial Impact

This resolution has no direct financial impact.

Background

Prior to 2002, the City did not have a water allocation system. In May of 2002 the City Council was briefed on the City’s current water supplies, the Jefferson Center, the Comprehensive Plan, and future developments. As of 2002, much of the original land that was to be Jefferson Center had been sold to Open Space, and it was estimated that the remaining 2,000 acres would require between 2,000 and 3,000 AF of water, which the City did not have. The discussion by City Council centered on economic development, and the City Manager was directed to prepare a resolution for a water allocation system that would preserve water for nonresidential development. A resolution (R02-104) for the water allocation system was prepared and adopted by the City Council.

Discussion

This approach has served the City well; however, currently the Arvada team does not believe that a city-wide allocation of water is necessary in making neighborhood land use decisions. Over the past decades, the City has made significant progress in developing the additional water resources needed for the full build-out of the city.

The City team has recommended a new approach to water allocation in JCMD discussed in CB19-046. Should City Council approve CB19-046, this resolution should be approved to avoid future confusion with R02-104.

Public Contact
Posting of the City Council agenda.

**Commission Recommendation**

N/A

**Strategic Alignment**

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

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve R19-124, A Resolution Rescinding Resolution R02-104, A Resolution Allocating Water Supplies to New Users.

**Suggested Motion:**

I move that R19-124, A Resolution Rescinding Resolution R02-104, A Resolution Allocating Water Supplies to New Users, be (approved) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:
Toni Riebschlager, Law Office Administrator 11/15/2019

Approved by:
Ryan Stachelski, Director of Community and Economic Development 11/11/2019
Sharon Israel, Director of Utilities 11/12/2019
Jim Sullivan, Director of Utilities 11/15/2019
Emily Grogg, Senior Assistant City Attorney 11/15/2019
Rachel Morris, City Attorney 11/19/2019
Lorie Gillis, Deputy City Manager 11/20/2019
Mark Deven, City Manager 11/21/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-124

A RESOLUTION RESCINDING RESOLUTION R02-104 A
RESOLUTION ALLOCATING WATER SUPPLIES TO NEW USERS

WHEREAS, Resolution R02-104 established a water allocation system to address limited options to expand the water supply for new development; and

WHEREAS, the City has made significant progress in developing additional water resources and updating the Comprehensive Plan resulting in preferable methods to encourage sustainable development; and

WHEREAS, Resolution R01-104 no longer meets the needs of future development in the City.

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

Section 1. Resolution R02-104, entitled “A Resolution Allocating Existing Water Supplies to New Users” is hereby rescinded.

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

APPROVED AND ADOPTED this 2nd day of December, 2019.

________________________
Marc Williams, Mayor

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
Rachel A. Morris, City Attorney
TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2019

SUBJECT: R19-125 A Resolution Rescinding Resolution R17-020 Increasing the Allocation of Water to the Jefferson Center Metropolitan District No. 2

Report in Brief

This resolution is a counterpart to CB19-046 An Ordinance Authorizing the Fifth Amendment to the 2005 Intergovernmental Agreement By and Between the City of Arvada, Colorado and the Jefferson Center Metropolitan District (JCMD) No. 2 (Ordinance No.). Should the City Council approve CB19-046, Council should approve this resolution in order to rescind R17-020. References to R17-020 would be deleted from the 2005 IGA with the approval of CB19-046 and would no longer be the controlling document for water allocation in JCMD. This action would eliminate any future confusion about water allocation associated with JCMD.

The Arvada team recommends that the City Council approve R19-125, A Resolution Rescinding Resolution R17-020 Increasing the Allocation of Water to the Jefferson Center Metropolitan District No. 2.

Financial Impact

This resolution has no direct financial impact.

Background

In 2017 the City allocated an additional 300 acre feet of water to JCMD subject to R02-104. Through previous actions, City Council considered action that would update language in the fifth amendment to the 2005 IGA with JCMD (CB19-046) which accounts for both the water allocation identified in R17-020 and water distribution found in R02-104. Should both CB19-046 and R19-124 be approved, R19-125 should also be approved as controlling language has been passed to CB19-046.

Discussion

As presented in the reports summarizing the key points associated with Council consideration of CB19-046 and R19-124, the City team has recommended a new approach to water allocation in JCMD. This approach would move away from the current city-wide allocation model which has been used to make neighborhood land use decisions.

Therefore, should City Council approve CB19-046 and R19-104, this resolution should be approved to eliminate any future confusion about water allocation associated with JCMD.

Public Contact

Posting of the City Council agenda.

Commission Recommendation
Strategic Alignment

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R19-125, A Resolution Rescinding Resolution R17-020 Increasing the Allocation of Water to the Jefferson Center Metropolitan District No. 2.

Suggested Motion:

I move that R19-125, A Resolution Rescinding Resolution R17-020 Increasing the Allocation of Water to the Jefferson Center Metropolitan District No. 2, be (approved) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:
Toni Riebschlager, Law Office Administrator 11/13/2019

Approved by:
Robert Smetana, Manager of City Planning and Development 11/11/2019
Ryan Stachelski, Director of Community and Economic Development 11/11/2019
Jim Sullivan, Director of Utilities 11/15/2019
Sharon Israel, Director of Utilities 11/15/2019
Emily Grogg, Senior Assistant City Attorney 11/15/2019
Rachel Morris, City Attorney 11/19/2019
Lorie Gillis, Deputy City Manager 11/20/2019
Mark Deven, City Manager 11/21/2019

Enclosure, exhibits & attachments required to support the report
RESOLUTION NO. R19-125

A RESOLUTION RESCINDING RESOLUTION R17-020 INCREASING THE ALLOCATION OF WATER TO THE JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2

WHEREAS, Resolution R17-020 allocated an additional 300 acre feet (“AF”) of water for the purpose of residential and non-residential development within the District’s boundaries.

WHEREAS, Resolution R17-020 references a water allocation system adopted under Resolution R02-104. Resolution R02-104 has been rescinded and all reference to the water allocation system has been removed.

WHEREAS, Jefferson Center Metropolitan District No. 2 has entered into a Fifth Amendment to the 2005 Intergovernmental Agreement that establishes the current total water allocation for the District, including the 300 AF of water allocated under R17-020.

WHEREAS, the Fifth Amendment to the 2005 Intergovernmental Agreement supersedes Resolution R17-020 and makes the Resolution unnecessary. For purposes of record keeping, the City Council wishes to rescind Resolution R17-020.

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

Section 1. Resolution R17-020, entitled “A Resolution Increasing the Allocation of Water to the Jefferson Center Metropolitan District No. 2” is hereby rescinded.

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

APPROVED AND ADOPTED this 2nd day of December, 2019.

________________________________________
Marc Williams, Mayor

ATTEST:

_________________________
City Clerk

APPROVED AS TO FORM:

By: _______________________
Rachel A. Morris, City Attorney
REPORT TO CITY COUNCIL
PUBLIC HEARING

DATE: December 2, 2019

SUBJECT: CB19-047 An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA") (Ordinance No. 4718)

Report in Brief

Council action is requested on the attached Ordinance adopting a floodplain map prepared by the Geo Data Services Division of the Public Works Department dated November 15, 2019, as the Official Floodplain Map of the City of Arvada. The Floodplain Map dated November 15, 2019 includes data from two Letters of Map Revision (LOMRs) approved by FEMA (LOMR Case No. 17-08-0149P, Candelas Commercial Development, issued 10/27/2017 and LOMR Case No. 17-08-1484P, Whisper Creek III Subdivision, issued 7/27/2018), as well as a new Flood Insurance Study (FIS) and associated Flood Insurance Rate Maps (FIRM), dated December 20, 2019 issued. In order to meet the minimum requirements of the National Flood Insurance Program (NFIP), the City is required to adopt the Floodplain Map dated November 15, 2019 by December 20, 2019.

The Arvada team recommends that the City Council approve CB19-047, An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA").

Financial Impact

There is no financial impact.

Background

Since the last formal update of the Official Floodplain Map of the City of Arvada, approved by Council on May 7, 2018, there have been two (2) Letters of Map Revision (LOMRs) approved by FEMA, as well as a new Flood Insurance Study (FIS) and associated Flood Insurance Rate Maps (FIRM) issued by FEMA. LOMRs do not always warrant a reissuance of the FIRM; however, the two LOMRs referenced above are included in the new FIS/FIRM issuance.

Discussion

Arvada’s Land Development Code requires the Official Floodplain Map to be updated when the City, Mile High Flood District (MHFD, formerly Urban Drainage and Flood Control District (UDFCD)), or the Federal Emergency Management Agency (FEMA) performs an update of either the hydrology or hydraulics which changes the floodplain. Since the last formal update of the Official Floodplain Map of the City of Arvada, there have been two Letters of Map Revision (LOMRs) approved by FEMA (LOMR Case No. 17-08-0149P, Candelas Commercial Development, issued 10/27/2017 and LOMR Case No. 17-08-1484P, Whisper Creek III Subdivision, issued 7/27/2018), as well as a new Flood Insurance Study (FIS) and associated Flood
SUBJECT: CB19-047 An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA") (Ordinance No. 4718)

Insurance Rate Maps (FIRM), dated December 20, 2019 issued by FEMA. LOMRs do not always warrant a reissuance of the FIRM; however, the two LOMRs referenced above are included in the new FIS/FIRM issuance.

A copy of the Official Floodplain Map is attached.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB19-047, An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA").

Suggested Motion:

I move that CB19-047, An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA"), be (approved on final reading, numbered 4718 and ordered published by title only) (rejected).

Prepared by:
Janet Newman, Administrative Specialist

Reviewed by:
Robyn Brown, Civil Engineer III 11/13/2019

Approved by:
SUBJECT: CB19-047 An Ordinance Adopting the Floodplain Map Dated November 15, 2019, as the Official Floodplain Map of the City of Arvada, Superseding that Dated February 13, 2018, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared by the Federal Emergency Management Agency ("FEMA") (Ordinance No. 4718)

Karen Custer, Administrative Assistant 11/13/2019
Jacob Beedle, City Engineer 11/13/2019
Don Wick, Director of Public Works 11/15/2019
Bryan Archer, Director of Finance 11/15/2019
Gail Walker, Legal Specialist-Contracts 11/15/2019
Toni Riebschlager, Law Office Administrator 11/15/2019
Emily Grogg, Senior Assistant City Attorney 11/15/2019
Rachel Morris, City Attorney 11/19/2019
Lorie Gillis, Deputy City Manager 11/19/2019
Mark Deven, City Manager 11/20/2019

Enclosure, exhibits & attachments required to support the report
COUNCIL BILL NO. 19-047
ORDINANCE NO. 4718

AN ORDINANCE ADOPTING THE FLOODPLAIN MAP DATED NOVEMBER 15, 2019, AS THE OFFICIAL FLOODPLAIN MAP OF THE CITY OF ARVADA, SUPERSEeding THAT DATED FEBRUARY 13, 2018, AND FURTHER ADOPTING THE FLOOD INSURANCE STUDY (“FIS”) AND THE FLOOD INSURANCE RATE MAPS (“FIRM”) PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) WHEREAS, the Federal Emergency Management Agency (FEMA) has approved the following Letters of Map Revision (LOMRs): LOMR Case No. 17-08-0149P, Candelas Commercial Development, issued 10/27/2017 and LOMR Case No. 17-08-1484P, Whisper Creek III Subdivision, issued 7/27/2018), as well as a new Flood Insurance Study (FIS) and associated Flood Insurance Rate Maps (FIRM), dated December 20, 2019 issued; and

WHEREAS, such approvals make it necessary and desirable to modify the City’s floodplain map.

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

Section 1. The floodplain map prepared by the Geo Data Services Division of the Public Works Department of the City of Arvada dated November 15, 2019, is hereby adopted as the official floodplain map of the City of Arvada, superseding the previous map dated February 13, 2018.

Section 2. The Mayor is authorized to affix his signature thereto, to be attested by the City Clerk.

Section 3. Copies of all the above-referenced documents are on file and available for inspection at the City of Arvada, Public Works Department, 8101 Ralston Road, Arvada, Colorado, 80002.

Section 4. Paragraph C (“Adoption of Official Floodplain Maps”) of Subsection 6.13.3 (“General Provisions”) of Section 6.13 (“Floodplain Development Standards”) of Article 6 (“Development Standards”) of the Land Development Code is hereby amended to read as follows:

C. Adoption of Official Floodplain Maps. The location and boundaries of the Flood Regulatory District, Floodway District, and Flood Zone District established by this Section are based upon technical data in scientific and engineering reports produced by the Federal Emergency Management Agency entitled, “Flood Insurance Study, Jefferson County, Colorado and Incorporated Areas,” and the accompanying Flood Insurance Rate Maps dated December 20, 2019, and “Flood Insurance Study, Adams County, Colorado and Incorporated Areas” and the accompanying Flood Insurance Rate Maps dated March 5, 2007. This information is incorporated on the Official Floodplain Map of the City of Arvada, which is hereby adopted into this Code. Said map and studies, together with everything shown thereon and all amendments thereto, shall be as much a part of this Section as if fully set forth and described herein. Each change in the Official Floodplain Map shall be subject to the amendment procedure as required in Section 3.22 or 1.6.5 and...
3.5 of this Code.

Section 5. Copies of all the above-referenced documents are on file and available for inspection at the City of Arvada, Public Works Department, 8101 Ralston Road, Arvada, Colorado, 80002.

Section 6. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 18th day of November, 2019.

PASSED, ADOPTED, AND APPROVED this 2nd day of December, 2019.

______________________________
Marc Williams, Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Rachel A. Morris, City Attorney

Publication Dates: November 21, 2019
December 5, 2019
C. Adoption of Official Floodplain Maps. The location and boundaries of the Flood Regulatory District, Floodway District, and Flood Zone District established by this Section are based upon technical data in scientific and engineering reports produced by the Federal Emergency Management Agency entitled, “Flood Insurance Study, Jefferson County, Colorado and Incorporated Areas,” and the accompanying Flood Insurance Rate Maps dated February 5, 2014 and January 20, 2016 December 20, 2019, and “Flood Insurance Study, Adams County, Colorado and Incorporated Areas” and the accompanying Flood Insurance Rate Maps dated March 5, 2007. This information is incorporated on the Official Floodplain Map of the City of Arvada, which is hereby adopted into this Code. Said map and studies, together with everything shown thereon and all amendments thereto, shall be as much a part of this Section as if fully set forth and described herein. Each change in the Official Floodplain Map shall be subject to the amendment procedure as required in Section 3.22 or 1.6.5 and 3.5 of this Code.
REPORT TO CITY COUNCIL
PUBLIC HEARING

TO: THE HONORABLE CITY COUNCIL
DATE: December 2, 2019

SUBJECT: CB19-048 An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District (Ordinance No. 4719)

**Report in Brief**

This Intergovernmental Agreement (IGA) amends and restates an IGA which was originally approved on April 16, 2019. The intent of the amendments are to add language to the IGA that authorizes the District to own, operate, and maintain a park within the District which is open to the general public. Additionally, the IGA obligates the District to contribute to Regional Improvements. These amendments are in addition to the previously approved IGA which enables the City to enforce the terms and conditions of the service plan, which was approved by City Council on September 17, 2018.

The Arvada team recommends that the City Council approve CB19-048, An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District.

**Financial Impact**

The District will remit $2,255,213.20 to the City to fund the regionally significant infrastructure improvements noted in the Intergovernmental Agreement with the City of Wheat Ridge for improvements near W. 52nd Avenue and Ward Road.

**Background**

On September 17, 2018, City Council held a public hearing and approved Resolution R18-098 which approved the Service Plan for the Haskins Station Metropolitan District.

The Service Plan included a number of significant District obligations including but not limited to the funding of Regional Improvements located near W. 52nd Avenue and Ward Road in the monetary amount of $2,255,213.20.

**Discussion**

Section 91-11(11) of the Arvada City Code requires the District to enter into a written agreement with the City that binds the District to the terms and conditions of the approved Service Plan. On April 16, 2019 the City of Arvada and Haskins Station Metropolitan District entered into an Intergovernmental Agreement.

The Intergovernmental Agreement was consistent with the requirements of Section 91-11(11) of the Arvada City Code. The City and future residents of this development will continue to benefit from the infrastructure improvements constructed and maintained. In addition, the City Manager will utilize the monetary contribution noted to fund the obligations associated with the Intergovernmental Agreement with the City of Wheat Ridge for improvements near W. 52nd Avenue and Ward Road. Additionally, funds may also be used for improvements at W. 58th Avenue and Ward Road.

**Public Contact**
Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

This proposed action aligns with both Community and Economic Development and Infrastructure Strategic Priority Areas of the City Council Strategic Plan.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve CB19-048, An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District.

Suggested Motion:

I move that CB19-048, An Ordinance Authorizing the Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Haskins Station Metropolitan District, be (approved on final reading, numbered 4719 and ordered published by title only) (rejected).

Prepared by:
Janet Newman, Administrative Specialist

Reviewed by:
Toni Riebschlager, Law Office Administrator 11/11/2019

Approved by:
Ryan Stachelski, Director of Community and Economic Development 11/11/2019
Gordon Reusink, Director of Parks, Golf and Hospitality Services 11/11/2019
Emily Grogg, Senior Assistant City Attorney 11/13/2019
Rachel Morris, City Attorney 11/20/2019
Lorie Gillis, Deputy City Manager 11/20/2019
Mark Deven, City Manager 11/20/2019

Enclosure, exhibits & attachments required to support the report
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or the Mayor Pro-tern is authorized to sign, and the City Clerk to attest, in substantially the same form as approved by the City Attorney, the Amended and Restated Intergovernmental Agreement between the City of Arvada, Colorado and Haskins Station Metropolitan District.

Section 2. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED this 18th day of November, 2019.

PASSED, ADOPTED AND APPROVED this 2nd day of December, 2019.

___________________________________
Marc Williams, Mayor

ATTEST:

__________________________________
City Clerk

APPROVED AS TO FORM:

___________________________________
Rachel A. Morris, City Attorney

Publication dates:  
November 21, 2019  
December 5, 2019
Maintenance Contract
Technical Specifications

Park landscaping may consist of turf grass, native grass, variety of trees, shrubs and other plant materials, irrigation, baseball diamonds, football/soccer fields, playgrounds, tennis courts, amphitheater, pavilions and tables, porta potty enclosures, hard and soft trails, trash receptacles, pet pickup stations, benches, bike racks, drinking fountains, and a variety of fencing and retaining walls.

The intent of the maintenance contract is to award the entire bid to one contractor. However, if the bid on a specific maintenance task does not fall within an appropriate range of the estimated maintenance costs or is an area of maintenance that the contractor is unable to perform, the bid could be awarded to multiple contractors accordingly.

The contractor shall be responsible for performing the designated landscape maintenance tasks at the designated location. Plant material shall be maintained in a healthy, vigorous growing condition. The contractor shall provide all the necessary manpower, equipment and materials as required to perform work according to the maintenance specifications. For identification purposes all contractor vehicles and staff are required to be identified with a company name or logo affixed to their vehicle and employee uniform. Equipment failure, manpower shortages, or equipment limitations are not acceptable causes for delay or failure to complete designated maintenance tasks within identified time frames. Deductions will be made for uncompleted work. Contractor must be familiar with the bid location and the following specific maintenance tasks and sub categories required. A = Turf Care, B = Irrigation C = Tree, Shrub and Plant Care, D = Site Amenities, E = Paths and trails.
Work at this location shall be performed from the period of January 1st through December 31st. All specified work will be performed on Monday thru Wednesday of the work week so as to be verified as complete by Friday of the week. The contractor is responsible for ensuring that all applicable licenses required for performing the work are obtained and are current. All persons engaged in the work shall be considered as employees of the contractor regardless of whether they are direct employees or are subcontractors. All employees engaged in the work shall be experienced, knowledgably and qualified for assigned maintenance and repairs. Contractor is held directly responsible for the work of all their employees.

The contractor shall conduct the work at all times in a manner that will not interlere with normal pedestrian traffic on adjacent sidewalks. When dealing with vehicular traffic on adjacent streets all state and local laws and ordinances shall be followed.

Payments will be made on a monthly basis by dividing the lump sum bid by the number of months in the contract less any deductions resulting from substandard or unacceptable work or the destruction of city property such as but not limited to plant material. Progress payments will be held until all unacceptable work has been corrected. The contractor will have 24 hours after verbal notification to correct any unacceptable work. If the city has to complete or redo any maintenance work that is unacceptable, or fix or replace damaged city property, the contractor will be liable for the direct costs associated with the work on a time and material basis.

After the first of each month the contractor will submit a summary report that details the maintenance performed, the materials used (if any) and the request for payment.

The City of Arvada Computerized Irrigation Supervisor will function as the primary city inspector. In addition, other city inspectors will be identified who will have the authority to accept or reject work based on compliance with the maintenance specifications, and for technical support regarding techniques, guidelines and other forms of maintenance and repairs expertise related to the property.
A. Turf Care:

A-1. Turf Mowing:
Frequency shall be once per week from April 1st through October 31st unless previously approved by the City representative. The contractor shall be required to submit mowing schedules that will be adhered to for the life of the contract unless extenuating circumstances such as adverse weather conditions prevail. All turf grass areas included in this contract shall be mowed utilizing power rotary or reel type mowing equipment. Mower blades or reels shall be sharpened and maintained in order to provide a smooth, uniform cut without ridges or depressions. Turf grass shall be kept at a height of not less than two and three-quarter inches and not more than four inches. No more than one third of the total plant height shall be removed at one time. All mowing patterns are to be changed on a weekly basis to avoid rutting and uneven surfaces. Clippings shall not be removed or caught during the mowing operation unless considered unsightly or thatch build up becomes to be a problem. Mowing will be done to throw clippings away from road ways, drainage swales, inlets, curb and gutters, walkways, and irrigation ditches. If necessary contractors will crosscut, rake, or employ appropriate methods that will eliminate all “clumps” of clippings left as a result of mowing wet or extremely long grass. Contractor shall be responsible for cleaning all sidewalks, streets, curbs, etc. by blowing or sweeping after each mowing. Contractors will utilize safety chutes on their equipment. The contractor is responsible for any damage to turf, trees, shrubs, irrigation equipment, buildings, vehicles, etc. that occurs during the mowing operations.

A-2. Sport field Mowing:
Commencing date, seasons end, frequency and mowing height will be dependant upon the fields scheduled activities. Generally, sports fields will require twice a week mowing and a mowing height of two inches to three inches.

A-3. Native Area Mowing:
Mowing frequency shall be every two weeks unless previously approved by the City representative. Mowing shall commence April 1st through October 31st. All native grass areas included in this contract shall be mowed utilizing power rotary type mowing equipment. Mower blades shall be sharpened and maintained in order to provide a smooth, uniform cut free from ridges or depressions. Native grass heights shall be kept at a height of four inches minimum and six inches maximum. No more than one third of the total plant height shall be removed at one time. Clippings shall not be removed or caught during the mowing operation but mowing should be done to throw clippings in the direction that is away from drainage swales, inlets, curbs and gutters and irrigation ditches. The contractor is responsible for any damage that occurs to turf, trees, shrubs, irrigation equipment, buildings, vehicles, etc. that occurs during mowing operations.
A-4. Trimming and Edging:
Concurrent with each mowing, string trimming shall be done around trees, shrub bed edging, curbs, concrete pads, fences, retaining walls, etc. This shall also be done to match the height of the mowed turf.
All turf is to be edged once a month from April 1st through October 31st to ensure that no growth extends over curbs and gutters, sidewalks, median edging, or into other improved areas at any time. This will be done with a steel bladed edger, not a string trimmer. Contractor will be liable for all replacement cost of City property or improvements associated with any damage that occurs. Contractor shall be responsible for cleaning all sidewalks, streets, curbs, etc. by blowing or sweeping after trimming and edging.

A-5. Sports field edging:
The edge of all skinned infields where the infield mix meets the turf (Lip) and foul lines if applicable will be edged twice a month from April 1st through October 31st.

A-6. Weed Control:
All turf areas within the specified maintenance areas shall be kept free of weeds. Weeding may be done manually or by the use of herbicides.
Two applications per year of a broadleaf herbicide shall be applied to all turf areas, one application in the spring and one application in the fall. Additional spot applications may be necessary throughout the growing season. The contractor will replace any desirable plants or trees damaged as a result of their spraying.
All herbicides used shall be selective and non-restricted use type pesticides unless previously approved by the City. A Colorado licensed pesticide applicator or supervisor licensed in the appropriate category shall do all applications. 
**Subcontracting of pesticide applications is not permitted.** Contractor is responsible for all public notification and for adhering to all current state and federal regulations relative to pesticide application. All application plans and procedures shall be reviewed and approved by the City in advance. All areas that are sprayed shall be flagged for public notification immediately upon completion of the spray operation. **Contractor is responsible for removing the flags after forty-eight hours have elapsed from the time of application.** 
Contractor is required to provide the City with all required licensing information of any person or persons that will be applying pesticides. Contractor assumes responsibility for all chemical applications regardless of whether themselves or their employees apply them.
Contractor is required to maintain a log of all pesticide applications performed that will show time, date, chemical used, and quantity of chemical used. Contractor is required to notify the City in writing within twenty-four hours after each chemical application with the previously identified information. The summary log will be turned in to the City at the completion of the contract and prior to issuance of final payment.
A-7. Aeration:
Common turf areas shall be aerated once in the spring (late March to early April) and once in the fall (late October to early November). Each aeration shall be done in a cross type pattern (two different directions) with a commercial type aerator. Aeration shall be done so plugs are pulled from a depth of three to four inches. Sports fields may require four aerations per season dependant upon the activity scheduled.
Contractor will locate and flag all sprinkler heads and valve boxes prior to aeration. Any damage to the irrigation components or any other City property during the aeration process will be repaired at no cost to the City. Contractor shall remove all aeration plugs from all concrete surfaces.

A-8. Over seed/ Top dress
Over seeding and top dressing shall be done once a year in the early spring after aeration has been performed. Overseed applications will be limited to high traffic areas and bare spots. Over seeding shall be done using a slit/drill seeder method. Seed rate will be five pounds per thousand square feet containing twentyfive percent of each grass species, (Compact, Midnight, American, and Aggressive Kentucky Blue Grass). Certified seed specification for seed desired to be used by contractor shall be pre-approved by city representative prior to application.

A-9. Fertilizing
Fertilization applications shall be performed once in the spring after the aeration has been performed and once in the fall after the aeration has been performed. The formulation and application rate will be determined by a soil test. Formulation must be approved by the City representative. Fertilizer will be of a slow release type. Sports fields may require four applications throughout the growing season dependant upon the activity scheduled.
All fertilizer will be removed from all concrete surfaces to avoid staining.
B. Irrigation

Contractor will be expected to energize the system in the spring, winterize in the fall, adjust heads as needed, repair breaks in a timely manner and prevent any interruptions in the watering cycles for all landscaping.

B-1. Maintenance
The contractor shall perform routine maintenance on the system components on a weekly basis. Contractor will make head adjustments for optimal coverage, make sure nozzles are free of debris, that valves are functioning properly. Contractor will look for breaks in the system and make repairs in compliance with the City’s irrigation specifications. Any replacement parts must be of the same brand, model number, nozzle size and must meet the City’s irrigation specifications.

The contractor will have a certified Backflow tester test the backflow device prior to charging the sprinkler system in the spring. This device must pass operation inspection before the contractor can energize the system. If the device does not pass it must be repaired by a certified backflow repair tech and then retested to ensure it is operating properly and passes the operation inspection test. Once the device has passed the test the system can be energized. Test documentation must be completed and submitted to the city representative.

Energizing of the sprinkler system will commence in the early spring and be fully operational no later than April 15th. Backflow devices and any piping above ground will need to be insulated to protect them from freezing in the early spring. The system will be energized according to the following procedure:

- Ensure that all manual drain valves are closed.
- Insert quick coupling key at the end of the mainline.
- Open gate valve at P.O.C. slowly to allow filling of the mainline pipe. Purpose of slow filling is to minimize water hammer.
- Energize each valve sequentially.
- Check each sprinkler for proper operation. Repair as necessary.
- Look for line breaks and check each valve for signs of leakage. Upon identification of a mainline break the contract will have 48hrs to respond and repair the break. If the contractor does not make an attempt to repair the damage or hire another contractor they will be billed back the costs of the repair that will include overhead costs. Only like material will be allowed to be used to complete the repair. All repairs will be inspected and approved by the City of Arvada Irrigation Supervisor or designated City Representative prior to backfilling the break. The contractor will be responsible for all backfill, sod or shrub repairs and clean-up. Upon completion of all clean-up the site will be inspected by a representative of the City of Arvada Parks.
- Adjust irrigation schedule on controller to provide adequate irrigation for spring seasonal demand.

Winterization of the sprinkler system will be completed by October 15th. Backflow devices and any piping above ground will need to be insulated to protect them from freezing in the late fall. The system will be winterized according to the following procedure:

- Close main shut off valve at the P.O.C.
- Connect air compressor to the quick coupling key at the P.O.C.
- Connect quick coupling key at the end of the mainline.
- Open air compressor valve to allow air to enter the system and start forcing all of the water out of the mainline. Make sure not to allow the compressor to exceed 90 psi.
- Open each valve sequentially through as many cycles as necessary until all of the water is forced out of each lateral line.
- Open all drain valves to allow the main line to be completely drained.
- Disconnect compressor and remove all quick coupling keys.
- Turn all above ground drain valves, isolation valves and test cocks to a 45 degree angle

**B 2. Watering Programs for Irrigation Controllers**

Contractor is responsible for all scheduling and program changes to the irrigation controller’s. The contractor must follow all appropriate watering practice for each specific type of plant material and turf species. In times of **DROUGHT** they must follow the watering practice set by the water purveyor. Contractor is also responsible for turning the controller off during a rain storm and turning them back on.

**C Tree, Shrub and Plant Care**

**C-1. Pruning:**

All trees, shrubs and plant material shall be maintained by the contractor to ensure the health, vigor and aesthetic appearance according to accepted horticultural practices and the City’s requirements. Shrub growth shall be maintained in accordance with present space limitations to ensure natural appearance. This shall be done on an as needed basis throughout the growing season. Cut back ornamental grasses to approximately six inches prior to spring growth in March. Remove and dispose the cuttings. Cut back herbaceous perennials to the ground in the fall, late October. Remove and dispose the cuttings. Prune all dead, diseased and dying branches. Cut back taller growing herbaceous perennials when they become ragged in appearance. Prune flowering shrubs within two weeks after flowers have expired. Prune ground covers to maintain a neat, well kept appearance and to prevent ground covers from climbing shrubs. Pinch back dead flower heads on a weekly basis to promote greater flowering. Cut back bulbs after foliage has turned a 50 to 75% yellow and begun to exfoliate. Remove broken and weak branches from trees. Prune trees to select and develop permanent scaffold branches and to maintain a desirable form for the trees. Pruning shall also attempt to eliminate diseased or damaged growth, to eliminate narrow V-shaped branch forks that lack strength and to reduce wind damage by thinning out the crowns, to maintain growth within space limitations and to maintain a natural appearance. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year. Tree pruning shall include sidewalk and street clearance at a minimum of eight feet in height. Removal of all tree suckers and water sprouts will be required weekly. Once a year a more extensive overall pruning will occur of all trees, shrubs, and plant material. Dead and diseased plants and trees shall be removed and replaced with the same species or alternate species approved by city representative, and shall be planted according to city specifications.
C-2. Demonstration Garden
Demonstration garden plants must be maintained as designated for proper care of each specific species. For designation of each species refer to the as-built planting plot legend. For other aspects of maintenance for the garden, sod and weed control, beds and mulch maintenance, and pruning techniques refer to the appropriate sections designated in the maintenance specification.

C-3. Weed Control:
All shrub beds, annual and perennial plant beds, tree bowls rock beds and pattern concrete shall be kept free from weeds at all times. Weed control will be performed on a weekly basis. All areas containing mulch will be kept at a depth of four inches to discourage the growth of any plant material deemed undesirable. The contractor shall maintain a two foot diameter ring around the base of all trees that shall be kept free of weeds, grasses and debris. The preferred methods of control of weeds in these areas is mechanical, however, contractors are permitted to utilize herbicides if the following criteria is met. The contractor shall exercise extreme care in the use of herbicides so as to not damage desirable plants. The contractor shall replace any desirable plants or trees damaged beyond recovery as a result of his spraying. All weed control operation will need to be scheduled on a weekly basis.

All herbicides used shall be selective and non-restricted use type pesticides unless previously approved by the City. A Colorado licensed pesticide applicator or supervisor licensed in the appropriate category shall do all applications. Subcontracting of pesticide applications is not permitted.

Contractor is responsible for all public notification and for adhering to all current state and federal regulations relative to pesticide application. All application plans and procedures shall be reviewed and approved by the City in advance. All areas that are sprayed shall be flagged for public notification immediately upon completion of the spray operation. Contractor is responsible for removing the flags after forty-eight hours have elapsed from the time of application.

Contractor is required to provide the City with all required licensing information of any person or persons that will be applying pesticides. Contractor assumes responsibility for all chemical applications regardless of which of their employees apply them.

Contractor is required to maintain a log of all pesticide applications performed that will show time, date, chemical used, and quantity of chemical used. Contractor is required to notify the City in writing within twenty-four hours after each chemical application with the previously identified information. The summary log will be turned in to the City at the completion of the contract and prior to issuance of final payment.

C-4. Irrigation:
Follow procedures and specification in A-10. Irrigation. In addition to these irrigation requirements there will be winter watering of all trees and shrubs. This will be done once a month using a needle type root feeder.
C-5. Miscellaneous:
Annual Flower beds will have the soil turned once a year in the spring before new flowers are planted. Trees that are less than four inches or less in diameter will have the trunks wrapped from November 1st to April 1st to prevent sunscald. Any dead trees, shrubs, or plant material will be replaced as needed. All mulched shrub beds and tree rings will be replenished as necessary to maintain a four inch depth and a uniform appearance. The mulch used around the trees in the tree rings will not be spread as to where it covers up the trunk base. The mulch is to be pulled back from the base of the trunk of the tree.

D. Site Amenities

This section addresses the general care and upkeep of amenities found around the site to include playground equipment, tennis courts, amphitheater, pavilion, baseball backstops, porta potty enclosure, benches, bike racks, trash receptacles, fencing, retaining walls, signs, drinking fountain, and pet pick up dispensers.

D-1. Playgrounds:
Areas surrounding playgrounds shall be cleaned on a weekly basis. Careful attention should be placed on removing all twigs, rocks, litter, debris and sharp objects. Play area surface material will be kept weed free. Sweep/blow all playground material back in to play areas once a week and as needed. Playground surface material shall be raked and fluffed up once a week. Surface shall be top dressed as needed to maintain the recommended twelve inch depth for safety. Safety inspections of equipment shall be performed weekly. All inspections will be recorded in a log. Repairs to playground will be immediate in accordance with manufactures guidelines and accepted playground safety standards. Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.

D-2. Tennis Courts:
Play surface area shall be swept/blown once a week and as needed to keep this area free from debris. All litter will be picked up and removed. Contractor shall make necessary adjustments to the net weekly to ensure the correct height of 3’6” at the end post and 3’ at the center strap. Contractor shall inspect the net, center strap, cable, end post, fencing and surface area weekly and record in a log book. Surface repairs shall be in accordance with court surface repair standards and should be completed quarterly or immediately if deemed as hazard. Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.

D-3. Baseball Backstop and Dugouts:
Concrete area around backstop in the dugouts and under all benches shall be swept/blown once a week and as needed to keep this area free from debris. All litter will be picked up and removed. Contractor shall inspect the backstop boards, fencing, dugout benches and spectator benches weekly and record in a log book. Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.
D-4. Amphitheater:
This area consist of stone and crasher fine seating, steps and concrete performance area. Area shall be swept/blown once a week and as needed to keep this area free from debris. All litter will be picked up and removed. Crusher fines will be raked level once a week. Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.

D-5. Pavilion:
Area shall be swept/blown once a week and as needed to keep this area free from debris. All litter will be picked up and removed. Picnic tables shall be washed once a week and as needed. Structure will be inspected once a week and recorded in a log book. Contractor will notify the Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.

D-6. Porta Potty Enclosure:
Area shall be swept/blown once a week and as needed to keep this area free from debris. All litter will be picked up and removed. Structure will be inspected once a week and recorded in a log book. Repairs shall be completed with 48 hrs. or immediately if deemed as a hazard.

D-7. Litter Removal:
All areas shall have trash and all undesirable debris picked up once per week and prior to all mowing, trimming or edging operations. The contractor has the responsibility to remove all refuse from the site regardless of size. The contractor is responsible for emptying trash receptacles and placing a new liner in the receptacle three times per week year round.

D-8. Pet Pick-Up Dispensers:
Contractor shall check and replace bags as needed, but at least three times per week from April 1st through October 31st; two times per week from November 1st through March 31st.

D-9. Graffiti:
Eradication shall include all surfaces through out the site, including but not limited to: walkways, hard surfaces, benches, tables, boulders, retaining walls, signage, lighting and fencing.
All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent property and must be approved by the City representative. If repainting is required, appropriate surface preparation shall be made on painted surfaces. Paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the City’s representative. Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. Contractor shall use materials and methods of application approved by the manufacturer and City’s representative.

D-10. Miscellaneous:
All benches, bike racks, signs, fencing, retaining walls, drinking fountain shall be inspected once a week and recorded in a log book. Contractor will notify the City representative immediately on any equipment needing repair.
E. Sidewalk, Soft Trail and Hardscape:

E-1. Sidewalks:
Sidewalks shall be swept/blown once a week and as needed to keep them free from debris. All litter will be picked up and removed. All sidewalk expansion joints and curb to sidewalk cracks shall be kept weed free at all times. Contractor shall remove weeds mechanically or by use of herbicides. Contractor must follow all City specifications previously listed in this contract when applying chemical.

E-2. Hardscapes:
All concrete, cobble landscape areas, hard surface landscape areas and hard surface playing areas shall be swept/blown once a week and as needed to keep them free from debris. All litter will be picked up and removed. All sidewalk expansion joints and hard surfaces shall be kept weed free at all times. Contractor shall remove weeds mechanically or by use of herbicides. Contractor must follow all City specifications previously listed in this contract when applying chemical.

E-3. Soft Trails:
Crusher fine trails will require once a month spot treatment of weeds. Contractor shall remove weeds mechanically or by use of herbicides. Contractor must follow all City specifications previously listed in this contract when applying chemical. Portions of crusher fine trails may require top dressing, raking and compaction of new material which will be of the same material originally installed. Contractor shall top dress to achieve a four inch thick trail. Contractor shall mow a four-feet wide swath on each side of the trails. Minimum grass height of six inches and a maximum height of eight inches will be allowed. Mowing shall occur once a month from April 1st through October 31st.

E-4. Winter Snow removal on Sidewalks:
Snow removal shall be performed on all sidewalk arteries with any accumulation of snow. Snow removal will occur within twenty four hours after the snow fall. This will be conducted with lite duty equipment such as ATV’s, snow blowers, ect. Contractor will be liable for all replacement cost of City property or improvements associated with any damage that occurs. School routes will hold top priority with other trails to follow accordingly to usage traffic. All handicap area must be cleared completely at all times. (i.e....handicap access point and parking spaces)
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA, COLORADO AND HASKINS STATION METROPOLITAN DISTRICT

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into as of the ________ day of ______________________, 2019, by and between the CITY OF ARVADA, a home-rule municipal corporation of the State of Colorado (“City”) and HASKINS STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers more specifically set forth in the District’s Service Plan approved by the City on September 17, 2018 (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Arvada City Code; and

WHEREAS, pursuant to the Service Plan and the Arvada City Code, the District and the City previously entered into that certain Intergovernmental Agreement dated April 16, 2019 (the “Original IGA”); and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to amend and restate the Original IGA to modify certain provisions related to the Regional Contribution and Park Operations and Maintenance.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements, as defined in the Service Plan, to the City or other appropriate jurisdiction or owners association in a manner consistent with the approved development plans and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized to operate and maintain any part or all of the Public Improvements which are not dedicated to the City or other appropriate jurisdiction, including park and recreation improvements, without the consent of the City, in accordance with the approved development plans.

2. Park Operations and Maintenance. The District is authorized to operate and maintain certain park and recreation improvements located on Tract H of the Haskins Station Subdivision Final Plat recorded on September 19, 2019 at Reception Number 2019086375 (the “Park”). Upon completion of the Park and conveyance to and acceptance by the District, the
District shall be responsible for the operation and maintenance of the Park in accordance with the maintenance specifications attached hereto as Exhibit A and incorporated herein by this reference (the “Park Maintenance Standards”).

3. **Fire Protection.** The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services without a modification of this Agreement by the Parties. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

4. **Television Relay and Translation.** The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services without a modification of this Agreement by the Parties, except for the installation of conduit as a part of a street construction project.

5. **Telecommunication Facilities.** The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the City to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

6. **Construction Standards Limitation.** The District will use reasonable efforts to insure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

7. **Zoning and Land Use Requirements.** The District agrees that its activities shall be subject to all of the City’s applicable zoning, subdivision, building code and other land use requirements.

8. **Issuance of Privately Placed Debt.** Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

   We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

   We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.
9. **Overlap Limitation.** The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

10. **Initial Debt.** On or before the effective date of approval by the City of an Approved Conceptual Site Plan and approval and execution of this Agreement, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

11. **Total Debt Issuance.** The District shall not issue Debt in excess of Thirty-Six Million Dollars ($36,000,000).

12. **Bond Counsel Opinion.** Prior to the issuance of any bond issue, the District shall provide a copy of an opinion of a bond counsel acceptable to the City stating that the bond issue satisfies Chapter 91 of the City Code of the City of Arvada, the approved service plan for the District, and the requirements of state law.

13. **Fee Limitation.** The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to repayment of debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

14. **Public Improvement Fee Limitation.** The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, without a modification of this Agreement by the Parties.

15. **Sales and Use Tax.** The District shall not exercise their City sales and use tax exemption.

16. **Monies from Other Governmental Sources.** The District agree not to apply for or accept Conservation Trust Funds, Great Outdoors Colorado Trust Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for without administrative approval from the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

17. **Consolidation.** The District shall not file a request with any Court to consolidate with another Title 32 district without prior written approval of the City Council as evidenced by a resolution after a public hearing thereon.

18. **Bankruptcy.** All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy
Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not by subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approved necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943 (b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan amendment. The City shall be entitled to all remedies available at law to enjoin such actions of the District.

19. Dissolution. Upon an independent determination of the City Council that the purposes for which a District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until (i) the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes, and (ii) the District has provided for the operation and maintenance of all Public Improvements owned or operated by the District.

20. Disclosure. The District will use reasonable efforts to assure that all developers of property located within the District provide written notice to all initial purchasers of property within the District that discloses the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, fees, toll, and charges or other revenues (the “Disclosure Information”). The District shall file the form of notice with the City Manager and Community Development director prior to the initial issuance of debt by the District imposing the mill levy that is subject to the Maximum Debt Mill Levy, and shall record the notice of disclosure with Jefferson County at the time the subdivision plat is recorded, or provide the City with a copy of the recorded notice of disclosure if the subdivision plat has already been filed.

The District will use reasonable efforts to assure that the Disclosure Information, at least equal in size and font to all other pertinent information, is displayed at all sales offices.

21. Service Plan Amendment Requirement. Actions of the District which violates the limitations set forth in V.A.1-20 or VLB-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

22. Maximum Debt Mill Levy. The “Maximum Debt Mill Levy” shall be the
maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt, and shall be determined as follows:

(a) If the total amount of aggregate District Debt exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy shall be fifty (50) mills; provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2017, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) If the total amount of aggregate District Debt is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. A District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Regionally Significant Improvements. The District agrees to fund $2,255,213.20 ("Regional Contribution"), towards regionally significant improvements associated with the impacts to the City of the development within the District as more particularly set forth on Exhibit B attached hereto and incorporated herein by this reference. ("Regional Improvements"). The Regional Contribution shall be paid from bond proceeds and shall be payable to the City when the District issues Debt. The City agrees that it shall use the Regional
Contribution to fund Regional Improvements that shall be owned, operated and maintained by a public entity, and shall be limited to sanitation, water, streets, safety protection, fire protection, parks and recreation, transportation, and mosquito control improvements and facilities.

25. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Haskins Station Metropolitan District
White Bear Ankele Tanaka & Waldron, Attorneys at Law
2154 E. Commons Ave, Suite 2000
Centennial, Colorado 80122
Attn: Kristin Bowers Tompkins, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City: City of Arvada
8101 Ralston Road
Arvada, CO 80002
Attn: Rachel A. Morris, City Attorney
Phone: (720) 898-7180
Fax: (720) 898-7175

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

26. Amendment. This Agreement may be amended, modified, changed or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

27. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. Upon the occurrence of any event of breach or default by either party, the non-defaulting party shall provide written notice to the other party. The defaulting party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within 15 days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-
defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys’ fees.

29. **Subject to Annual Appropriation and Budget.** No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. The performance of the District’s obligations pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

30. **Governing Law.** This agreement shall be governed and construed under the laws of the State of Colorado.

31. **Inurement.** Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

32. **Parties Interested Herein.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

33. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provisions contained herein, the intention being that such provisions are severable.

34. **Annual Report.** The District shall submit an annual report to the City in every year following the year in which the Order and Decree creating the District has been issued until the year following the dissolution of the District. Such annual report shall be submitted no later than August 1 of each year and shall include information as provided by City Code.

35. **No Liability of City.** The City has no obligation whatsoever to construct any improvements that the District is required to construct, or pay any debt or liability of the District including any bonds.

36. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

37. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.
[Signature page follows.]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

HASKINS STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By:_______________________________________
    President

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

______________________________
General Counsel to the District
CITY OF ARVADA

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM BY:

Rachel A. Morris, City Attorney
Exhibit A

Park Maintenance Standards
Exhibit B

Regional Improvements
52nd Avenue

The design for the reconstruction of 52nd Avenue, from Ward Road to the City boundary east of Simms, is based on typical roadway sections provided by the City of Wheat Ridge. 52nd Avenue, from Ward Road to Tabor Street, calls for curb and gutter, two ten foot wide through lanes, and one eleven foot wide two-way center turn lane. The section will include a landscape amenity zone and detached sidewalk to the south, and a two foot patterned concrete buffer, detached sidewalk, and grass utility zone to the north. East of Tabor Street, the City proposes one 11-foot travel lane in each direction, bound by curb and gutter and attached six foot wide sidewalk on either side of the street.

The project is estimated to cost $3,183,298.34. The City’s share is $1,591,649.15

52nd Avenue/Ward Road Traffic Signal

The design requires the reconstruction of curb ramps at the intersections of Ward and 52nd. The Ward Road ramps do not meet current ADA requirement and will be impacted with the proposed replacement of the current signal poles/span wire with new poles, mast arms, signal heads and signal equipment.

The project is estimated to cost $638,912.35. The City’s share is $319,456.37.

Ridge Road

The design for the reconstruction of Ridge Road, from Tabor Street to the City boundary east of Simms, is based on typical sections provided by the City of Wheat Ridge. From Swadley Street to the City boundary to the east, Tabor Street was designed according to the typical section calling for two ten foot wide lanes, two four foot wide bike lanes, a landscape amenity zone and detached sidewalk to the north, and existing curb and gutter to the south. From Tabor Street to Swadley Street, Ridge Road is designed to accommodate
new detached sidewalk with a landscape amenity zone and curb and gutter along the north side of the road, two four foot wide bike lanes, two ten foot wide through lanes, and one eleven foot wide turning lane.

The project is estimated to cost $650,129.22. The City’s share is $234,046.51.

58th Avenue/Ward Road Traffic Signal

The design requires the total reconstruction and expansion of the intersection. Dual left turn movements in all directions will be incorporated into the intersection which is anticipated to reduce congestion and allow for acceptable levels of service.

The project is estimated to cost $4,267,557. The City currently has funds for $1,423,696.
DATE: December 2, 2019

SUBJECT: Council Committee Reports

**Report in Brief**

City Council members are appointed to various committees and boards as set out on the attached listing. As meetings are held, individual council members will report back to the full City Council any relevant discussions and issues that occurred.

Prepared by:
Bruce Roome, Records Management Coordinator

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report
TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2019

SUBJECT: Ratification of Arvada Economic Development Association (AEDA) Board Members

**Report in Brief**

The Arvada Economic Development Association bylaws provide for the nomination of certain directors by the AEDA Board of Directors, who then are subject to City Council approval. This is a proposal for the Arvada City Council to formally ratify the appointment of the following:

Re-appointment of the following AEDA Board Members to serve another three-year term:

Dave Doherty, Piper Electric
Mr. Doherty currently serves the AEDA Board as the General Business - 75+ Employees representative. Mr. Doherty is the President of Piper Electric in Arvada, and has been on the AEDA Board since 2008. With over 30 years of industry experience, he provides a valued perspective of Arvada's business needs, including construction and trades. This appointment will be a three year term.

Paul Duncan, Pie Consulting and Engineering
Mr. Duncan currently serves the AEDA Board as a City Council Representative. Mr. Duncan is the President-CEO of Pie Consulting and Engineering in Arvada, and has been on the AEDA Board since 2014. He brings significant value from the perspective of a business owner in Arvada as well as a commercial property developer. This appointment will be a three year term.

Steve Camins, Financial Dimensions
Mr. Camins currently serves the AEDA Board as a City Council Representative. Mr. Camins has served the AEDA Board for 24 years, and brings invaluable legacy knowledge and history to the position. He continues to be very civically engaged, currently serving on Arvada's Land Development Code Update Advisory Committee. This appointment will be a three year term.

Appointment of the following AEDA Board Member candidates to serve a three-year term.

Dino Dardano, Hestra Gloves
Mr. Dardano is the President of Hestra Gloves USA, and recently relocated Hestra's North American headquarters to Arvada. Prior to this role Mr. Dardano was a serial entrepreneur, and he and his family founded and operated many small businesses in the Denver Metro area over the past several decades. He offers significant perspective to AEDA as a primary employer and global business leader. Mr. Dardano will serve as AEDA's "General Business: 26 - 75 employees" representation. This appointment will be a three year term.

Gina Schley, SHEGROWS/Urban Conversion
Mrs. Schley is the founder and owner of SHEGROWS, a cut flower farm and retail/wholesale operation in Arvada, and also the founder and executive producer of Urban Conversion, an internationally syndicated television program which features the
sustainable renovation of a farmhouse in Arvada as the focus of its third season. Ms. Schley brings a valuable perspective of sustainability and small business development to the AEDA Board, as well as expertise in media production and broadcasting. She will be AEDA's "Retail" representative. This appointment will be a three year term.

John Vanker, Prescient Co.
Mr. Vanker is the founder of Prescient Co., a global technology, manufacturing and construction company with its flagship facility and central operations in Arvada. Mr. Vanker currently serves on Prescient's Board of Directors, and brings over 32 years of experience in construction and development of commercial, multi-family residential and mixed-use TOD projects, bringing tremendous value and insight to the AEDA Board. He will serve the AEDA Board as a City Council Representative.

The Arvada Economic Development Association (AEDA) Board of Directors respectfully requests ratification of the aforementioned board members.

**Financial Impact**

N.A.

**Background**

Per the Arvada Economic Development Association (AEDA) bylaws, the organization may have 17 directors. With existing vacancies and expiring terms, the AEDA Board of Directors will have six vacancies for 2020. The Board assembled its Nominating Committee to review director candidates and make recommendations to the Board at its November Board meeting for three year terms beginning in 2020.

**Discussion**

At its Board meeting on November 12, AEDA unanimously approved a motion to nominate six candidates for three year terms of service on the AEDA Board of Directors, including Dave Doherty, Paul Duncan, Steve Camins, Dino Dardano, Gina Schley and John Vanker to City Council for approval and ratification.

**Public Contact**

Posting of the City Council Agenda

**Commission Recommendation**

N/A.

**Strategic Alignment**

This action aligns with the City Council Strategic Plan Priority area of Community and Economic Development.

**Alternative Courses of Action**

N/A.

**Recommendation for Action**

The Arvada team recommends that the nominations of Mr. Doherty, Mr. Duncan, Mr. Camins, Mr. Dardano, Mrs. Schley and Mr. Vanker to the AEDA Board of Directors be approved and ratified.

**Suggested Motion:**
I move that the nominations of Mr. Doherty, Mr. Duncan, Mr. Camins, Mr. Dardano, Mrs. Schley and Mr. Vanker to the AEDA Board of Directors be (approved and ratified) (rejected).

Prepared by:
Bruce Roome, Records Management Coordinator

Reviewed by:
Toni Riebschlager, Law Office Administrator  11/13/2019

Approved by:
Ryan Stachelski, Director of Community and Economic Development  11/13/2019
Daniel Ryley, Director of Economic Development  11/13/2019
Ryan Stachelski, Director of Community and Economic Development  11/13/2019
Rachel Morris, City Attorney  11/14/2019
Lorie Gillis, Deputy City Manager  11/14/2019
Mark Deven, City Manager  11/20/2019

Enclosure, exhibits & attachments required to support the report
DATE: December 2, 2019

SUBJECT: Appointment of City Council Members to Various Boards and Committees

Report in Brief

City Council will appoint themselves to various committees and boards, as shown in the motion. Attached is a new roster that will be in effect once the motion has been made.

I move to appoint Mayor Marc Williams to the Arvada Urban Renewal Authority, Jefferson Parkway Public Highway Authority, Metro Mayors Caucus, West Connect Coalition and Urban Drainage and Flood Control District.

I move to appoint Councilmember Dot Miller to the Adams County Economic Development Association, Arvada Municipal Court/Judicial Committee, CML Policy Committee and Smart City Advisory Committee.

I move to appoint Councilmember Bob Fifer to the Apex Coordinating Committee, Arvada Transportation Committee, Arvada Fire Protection District Coordinating Committee, Denver Regional Council of Governments, Jefferson County R-1 Schools Coordinating Committee, Jefferson County Transportation Action and Advisory Group (JEFFTAAG) and Smart City Advisory Committee.

I move to appoint Councilmember Nancy Ford to the Arvada Center for the Arts and Humanities, Arvada Sustainability Advisory Committee, Rocky Flats Stewardship Council, and as an alternate to the Arvada Visitor’s Center Committee.

I move to appoint Councilmember David Jones to the Jefferson County R-1 Schools Coordinating Committee, Jefferson County Economic Development Council, Jefferson Parkway Public Highway Authority, and as an alternate to the Jefferson County Community Corrections Board and West Connect Coalition.


I move to appoint Councilmember Lauren Simpson to the Arvada Audit Committee, Arvada Fire Protection District Coordinating Committee, Arvada Visitors Center Committee, Smart City Advisory Committee.

I move to appoint Mark McGoff to the Jefferson County Community Corrections Board.

Prepared by:
Janet Newman, Administrative Specialist

Reviewed by:
Approved by:

Enclosure, exhibits & attachments required to support the report
<table>
<thead>
<tr>
<th>Council Member</th>
<th>Committee</th>
</tr>
</thead>
</table>
| Marc Williams    | Arvada Urban Renewal Authority  
|                  | E-470 Authority (alternate)  
|                  | Jefferson Parkway Public Highway Authority  
|                  | Northwest Parkway Authority (Associate Member) (alternate)  
|                  | Urban Drainage and Flood Control District  
|                  | West Connect Coalition  
|                  | *Metro Mayors Caucus                                                         |
| Dot Miller       | Adams County Economic Development Association  
|                  | Arvada Municipal Court/Judicial Committee  
|                  | CML Policy Committee  
|                  | Smart City Advisory Committee                                                |
| Bob Fifer        | Apex Coordinating Committee  
|                  | Arvada Fire Protection District Coordinating Committee  
|                  | Arvada Transportation Committee                                             |
|                  | Denver Regional Council of Governments  
|                  | Jefferson County R-1 Schools Coordinating Committee                          |
|                  | Jeffco Transportation Action & Advisory Group (JEFFTAAG)                    |
|                  | Smart City Advisory Committee                                                |
| Nancy Ford       | Arvada Center for the Arts and Humanities                                   |
|                  | Arvada Sustainability Advisory Committee                                    |
|                  | Arvada Visitors’ Center Committee (alternate)                               |
|                  | Rocky Flats Stewardship Council                                              |
| David Jones      | E-470 Authority (alternate)                                                  |
|                  | Jefferson County Community Corrections Board (alternate)                    |
|                  | Jefferson County R-1 Schools Coordinating Committee                         |
|                  | Jefferson Economic Development Council (JEDC)                               |
|                  | Jefferson Parkway Public Highway Authority                                   |
|                  | Northwest Parkway Authority (Associate Member) (alternate)                  |
|                  | West Connect Coalition (alternate)                                           |
| John Marriott    | Adams County Economic Development Association (alternate)                   |
|                  | Apex Coordinating Committee                                                  |
|                  | Arvada Audit Committee                                                       |
|                  | Arvada Economic Development Association Board                                |
|                  | Arvada Municipal Court/Judicial Committee                                    |
|                  | CML Policy Committee                                                         |
|                  | Denver Regional Council of Governments (alternate)                          |
|                  | Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate)         |
|                  | Olde Town Business Improvement (BID) District                                 |
| Lauren Simpson   | Arvada Audit Committee                                                       |
|                  | Arvada Fire Protection District Coordinating Committee                       |
|                  | Arvada Visitors Center Committee                                              |
|                  | Smart City Advisory Committee                                                |

*Asterisked committees are not appointed by Council*
TO: THE HONORABLE CITY COUNCIL  
DATE: December 2, 2019

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager, Mark Deven, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Bruce Roome, Records Management Coordinator

Reviewed by:

Approved by:
Rachel Morris, City Attorney  11/13/2019
Lorie Gillis, Deputy City Manager  11/14/2019
Mark Deven, City Manager  11/15/2019

Enclosure, exhibits & attachments required to support the report
# 2019 CITY COUNCIL WORKSHOPS, PRESENTATIONS AND RETREATS (TENTATIVE)

<table>
<thead>
<tr>
<th>WORKSHOPS</th>
<th>Date</th>
<th>Lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure Update (Tentative)</td>
<td>Nov 25</td>
<td>PW</td>
</tr>
<tr>
<td>Land Development Code Update</td>
<td>Dec 9</td>
<td>CED</td>
</tr>
<tr>
<td>Citizen Survey @ Business Meeting</td>
<td>Jan 6</td>
<td>CED</td>
</tr>
<tr>
<td>Demographic Update @ Business Meeting</td>
<td>Jan 6</td>
<td>CED</td>
</tr>
<tr>
<td>Annual Comprehensive Plan Implementation Update 2019</td>
<td>Jan 13</td>
<td>CED</td>
</tr>
<tr>
<td>LDC Rezoning Map</td>
<td>Jan 13</td>
<td>CED</td>
</tr>
<tr>
<td>Census Update</td>
<td>Feb 10</td>
<td>CMO</td>
</tr>
<tr>
<td>Arvada Fire</td>
<td>TBD</td>
<td>CMO</td>
</tr>
<tr>
<td>Purchasing Limits</td>
<td>TBD</td>
<td>Fin</td>
</tr>
<tr>
<td><strong>Workforce Planning – Annual update</strong></td>
<td>TBD</td>
<td>HR</td>
</tr>
<tr>
<td>This workshop will provide City Council an update on City leadership’s workforce plans and how these plans have been used to help inform and guide leaders to make effective staffing decisions that serve the best interests of current and future operational and strategic goals. Next steps: This information is planned to be presented annually.</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Needs and Demands - NW Area</td>
<td>TBD</td>
<td>CMO</td>
</tr>
<tr>
<td>Council/Planning Joint Meeting LDC</td>
<td>TBD</td>
<td>CED</td>
</tr>
<tr>
<td>Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds</td>
<td>TBD</td>
<td>PW/Fin/CMO</td>
</tr>
<tr>
<td>Engage City Council in a discussion around the current street maintenance needs and how the City might fund them. This will include revenue enhancements, future allocations and expenditure realignments.</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Alternative Capital Creation Strategies</td>
<td>TBD</td>
<td>Fin/CMO</td>
</tr>
<tr>
<td>Development Process Improvement Update</td>
<td>TBD</td>
<td>CED/PW</td>
</tr>
<tr>
<td>Fiber Master Plan</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>TOD Area Station Updates</td>
<td>TBD</td>
<td>CED</td>
</tr>
<tr>
<td>Public Art</td>
<td>TBD</td>
<td>CMO</td>
</tr>
<tr>
<td>Bond Project Update</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Arvada Center Master Plan</td>
<td>TBD</td>
<td>PG&amp;H</td>
</tr>
<tr>
<td>From the Council Retreat:</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Smart Cities</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Growth Related Infrastructure</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>72nd Avenue Expansion</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Traffic Signaling</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td><strong>PRESENTATIONS ON CAMERA (BUSINESS MEETING):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>COUNCIL JOINT MEETINGS/DINNERS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Denver Water Board</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apex Board</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AURA Board</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jefferson Parkway Meeting with Jeffco and Broomfield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Annual Retreat (January 18, 2019)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>