

City of Arvada City Council Agenda

JANUARY 11, 2021
CITY COUNCIL CHAMBERS
Regular Business and Workshop

See separate hybrid meeting public comment instruction sheet.

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, Chief Communications Manager
Kristen Rush, City Clerk

Info: 720-898-7550

THIRD FLOOR CONFERENCE ROOM EXECUTIVE SESSION 4:30 P.M.

Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Conditional Use Application Process Under the New Land Development Code
Legal Advice and Personnel Matter, Pursuant to CRS 24-6-402(4)(b) and (f) Relating to the Contract for Judge Kurtz
Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Equity Pay Analysis

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. December 7, 2020 City Council Meeting
5. Swearing In Ceremony for Presiding Municipal Judge
6. Presentations
 - A. APAC Report

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

8. New Business

A. Consent Agenda

1. R21-001 A Resolution Authorizing a Third Addendum to Software License, Implementation and Support and Maintenance Agreement By and Between the City of Arvada and Advanced Utility Systems Corporation a Division of N. Harris Computer Corporation for Software Upgrade and Services in an Amount Not to Exceed \$52,500.00
2. R21-002 A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2021
3. R21-003 A Resolution Approving a Loan Agreement Between the City of Arvada Utilities Department, by and through the Water Fund and the City of Arvada Utilities Department, by and through the Solid Waste Fund
4. R21-004 A Resolution Authorizing an Agreement between the City of Arvada and Schaefer Systems International, Inc. for Waste and Recycling Carts and Associated Services in an Amount Not to Exceed \$2,600,000.00 in the First Year
5. R21-005 A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program
6. R21-006 A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06
7. R21-007 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$365,125 to M-B Companies, Inc. for the Purchase of a Paint Truck
8. R21-008 A Resolution Authorizing an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge

B. Resolutions

1. R21-009 A Resolution Authorizing the Adoption of the Naming and Renaming of Public Spaces and Facilities Policy
2. R21-010 A Resolution Establishing and Appointing Members to the 2021 Arvada Charter Review Committee
3. R21-011 A Resolution Authorizing the Submission by the City of Arvada of a Local Trails Partnership Program Application From Jefferson County Open Space for the Standley Lake Library Trailhead of the Rocky Mountain Greenway Trail Project

C. Ordinances (First Reading)

1. CB21-001 An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)
2. CB21-002 An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)
3. CB21-003 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020 (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)
4. CB21-005 An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

9. Public Hearings - 6:15 PM
 - A. CB20-032 An Emergency Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, 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. 4748)
 - B. Substantial Amendment to the 2020 Community Development Block Grant Annual Action Plan
 1. R21-012 A Resolution Approving the Submission of a Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Allocate Additional CDBG Funds Made Available Through the Coronavirus Aid, Relief and Economic Security Act (CARES Act)
10. Workshop
 - A. E-mobility: Allowing Class I and Class II E-bikes and E-scooters on Arvada's Park and Open Space Trails
11. Public Comment - Five Minute Limit
12. Reports from City Council
 - A. Council Committee Reports
13. Reports from City Manager
 - A. Review of Future Workshops and Presentations
14. Reports from City Attorney
15. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD DECEMBER 7, 2020

1. Executive Session – Third Floor Conference Room – 5:00 p.m.

Mayor Williams, Mayor Pro Tem Miller, Councilmember Fifer, Councilmember Jones, Councilmember Marriott, and Councilmember Simpson were present in the Council Conference Room. Councilmember Ford was present via Zoom.

- A. Instructions to Negotiators, Pursuant to C.R.S. 24-6-402(4)(e) Relating to the City's Loan to AURA
- B. Legal Advice, Pursuant to C.R.S. 24-6-402(4)(b) Relating to the Jefferson Parkway Highway Authority
- C. Personnel Matter, CRS 24-6-402(4)(f) Relating to the Municipal Judge Interviews

Councilmember Jones moved to go into Executive Session for Instructions to Negotiators, Pursuant to C.R.S. 24-6-402(4)(e) Relating to the City's Loan to AURA; Legal Advice, Pursuant to C.R.S. 24-6-402(4)(b) Relating to the Jefferson Parkway Highway Authority; and Personnel Matter, CRS 24-6-402(4)(f) Relating to the Municipal Judge Interviews.

The following votes were cast on the Motion:

Those voting Yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

1. Call to Order - 6:00 p.m.

In accordance with physical distancing guidelines, this Arvada City Council meeting was held in the City Council Chambers and remotely using webinar technology. Mayor Williams, Mayor Pro Tem Miller, Councilmember Fifer, Councilmember Jones, Councilmember Marriott and Councilmember Simpson were present in the council chambers. Councilmember Ford attended remotely via Zoom. Members of the public were given notice with instructions on how to participate with public comment.

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; Ryan Stachelski, Director of Community and Economic Development; Ben Irwin, Communications Manager and Kristen Rush, City Clerk.

4. Approval of Minutes of the November 16, 2020, City Council Meeting

The minutes stand approved.

5. Recognitions and Communications - none

6. Presentations - none

7. Public Comment - none

8. New Business

A. Consent Agenda

1. R20-108 A Resolution Authorizing an Agreement between the City of Arvada and BrightView Landscape Services, Inc. for Citywide Mowing Maintenance Services in an Amount Not to Exceed \$172,884.76
2. R20-109 A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Diamond Contracting Corp. in the Amount of \$432,348.00 for the 2020 Water Main Replacement, Project No. 20-WA-01
3. R20-110 A Resolution Authorizing the Issuance of Purchase Orders in an Amount Not to Exceed \$200,000.00 to Statewide Internet Portal Authority (SIPA) for the Purchase of Google and Virtru Product Licenses
4. R20-111 A Resolution Authorizing a Notice of Termination-Arvada Participation in the West Metro Drug Task Force
5. R20-112 A Resolution Authorizing a Construction Contract Agreement By and Between the City of Arvada and W.L. Contractors, LLC in an Amount Not to Exceed \$326,289.00 for the Arvada Traffic Signal Interconnect, Project No. 19-TC-04 (CDOT Project No. AQC M040-035, SA 22670)
6. R20-113 A Resolution Authorizing Change Order No. 4 to First Renewed and Amended Agreement By and Between the City of Arvada and Triple M Construction, LLC for the 2019 and 2020 Concrete Replacement Projects in an Amount Not to Exceed \$410,000, Project No. 20-ST-10
7. R20-114 A Resolution Approving and Ratifying the City of Arvada Deferred Compensation Plan
8. R20-120 A Resolution Authorizing the Dedication of a Fire Access Easement to the Arvada Fire Protection District Over and Across Arvada's Parks and Fleet Building Property, Located at 7800 West 62nd Avenue, Arvada, Colorado 80005

Councilmember Marriott moved that R20-108, A Resolution Authorizing an Agreement between the City of Arvada and BrightView Landscape Services, Inc. for Citywide Mowing Maintenance Services in an Amount Not to Exceed \$172,884.76; R20-109, A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Diamond Contracting Corp. in the Amount of \$432,348.00 for the 2020 Water Main Replacement, Project No. 20-WA-01; R20-110, A Resolution Authorizing the Issuance of Purchase Orders in an Amount Not to Exceed \$200,000.00 to Statewide Internet Portal Authority (SIPA) for the Purchase of Google and Virtru Product Licenses; R20-111, A Resolution Authorizing a Notice of Termination-Arvada

Participation in the West Metro Drug Task Force; R20-112, A Resolution Authorizing a Construction Contract Agreement By and Between the City of Arvada and W.L. Contractors, LLC in an Amount Not to Exceed \$326,289.00 for the Arvada Traffic Signal Interconnect, Project No. 19-TC-04 (CDOT Project No. AQC M040-035, SA 22670); R20-113, A Resolution Authorizing Change Order No. 4 to First Renewed and Amended Agreement By and Between the City of Arvada and Triple M Construction, LLC for the 2019 and 2020 Concrete Replacement Projects in an Amount Not to Exceed \$410,000, Project No. 20-ST-10; R20-114, A Resolution Approving and Ratifying the City of Arvada Deferred Compensation Plan; R20-120, A Resolution Authorizing the Dedication of a Fire Access Easement to the Arvada Fire Protection District Over and Across Arvada's Parks and Fleet Building Property, Located at 7800 West 62nd Avenue, Arvada, Colorado 80005, 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. R20-115 A Resolution Authorizing Acceptance of an Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and Sabell Metropolitan District

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

Councilmember Marriott moved that R20-115, A Resolution Authorizing Acceptance of an Amended and Restated Intergovernmental Agreement Between the City of Arvada, Colorado and 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

2. R20-116 A Resolution Authorizing the First Amendment to Intergovernmental Agreement CARES Act Local Government Distributions Between Jefferson County and the City of Arvada

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

Councilmember Fifer moved that R20-116, A Resolution Authorizing the First Amendment to Intergovernmental Agreement CARES Act Local Government Distributions Between Jefferson County and the City of Arvada, 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. R20-117 A Resolution Authorizing an Agreement by and between the City of

Arvada and the Olde Town Arvada Business Improvement District for
the Fiscal Year 2021 Programs and Services in Olde Town Arvada

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

Councilmember Marriott moved that R20-117, A Resolution Authorizing an Agreement by and between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2021 Programs and Services in Olde Town Arvada, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

4. R20-118 A Resolution Authorizing an Intergovernmental Agreement by and Between the City of Arvada and the Urban Drainage and Flood Control District d/b/a Mile High Flood District Regarding Final Design and Construction of Drainage and Flood Control Improvements for Little Dry Creek (ADCO) Tributary C at Lake Arbor

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

Councilmember Ford moved that R20-118, A Resolution Authorizing an Intergovernmental Agreement by and Between the City of Arvada and the Urban Drainage and Flood Control District d/b/a Mile High Flood District Regarding Final Design and Construction of Drainage and Flood Control Improvements for Little Dry Creek (ADCO) Tributary C at Lake Arbor, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

5. R20-119 A Resolution Authorizing a First Amendment to an Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District, Jefferson County, and the City of Arvada Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Van Bibber Creek, Project No. 107512

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

Councilmember Marriott moved that R20-119, A Resolution Authorizing a First Amendment to an Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District, Jefferson County, and the City of Arvada Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Van Bibber Creek, Project No. 107512, 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. CB20-031 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020 (Public Hearing to be set for January 4, 2021 at 6:15 p.m.)
2. CB20-032 An Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, 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 January 4, 2021 at 6:15 p.m.)
3. CB20-033 An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for January 4, 2021 at 6:15 p.m.)

Councilmember Marriott moved that CB20-031, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020; CB20-032, An Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, and Further Adopting the Flood Insurance Study ("FIS") and the Flood Insurance Rate Maps ("FIRM") Prepared By the Federal Emergency Management Agency ("FEMA"); CB20-033, An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code, be approved on first reading, ordered published in full and a Public Hearing set for January 4, 2021 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

9. Other - none

10. Public Hearings - 6:15 p.m.

- A. Conditional Use Permit for Olde Town Residences, Generally Located at 7267 W 56th Avenue

Mayor Williams opened the public hearing on the Conditional Use Permit for Olde Town Residences.

Bill Moshier, representing the applicant requested a continuance until January 4, 2021.

Councilmember Marriott moved to continue the Conditional Use Permit for Olde Town Residences to January 4, 2021 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

11. Public Comment - Five Minute Limit - none
12. City Council Reports - none
13. City Manager Reports - none
14. City Attorney Reports
 - A. Councilmember Miller gave her condolences to Brad Rupert and his family in the passing of his wife, Lisa.
 - B. Mayor Williams reminded everyone that tomorrow is Colorado Gives Day.
 - C. Councilmember Fifer thanked everyone involved in the virtual tree lighting in Olde Town.
 - D. Councilmember Ford reminded everyone to shop small businesses this holiday season and the Fine Art Market will run through December 18.
15. Adjournment at 6:30 p.m.

Marc Williams, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
6.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: APAC Report

Report in Brief

Michael McMahon, Arvada Parks Advisory Committee Member, will present an end of year report.

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Rosa Kougl, Executive Assistant

12/17/2020

Gordon Reusink, Director of Vibrant Community and Neighborhoods

12/19/2020

Rachel Morris, City Attorney

12/20/2020

Lorie Gillis, Deputy City Manager

12/21/2020

Mark Deven, City Manager

12/22/2020

Enclosure, exhibits & attachments required to support the report



Michael McMahon

APAC Member



**Supporting the
City's Vision
through the lens of
the Parks Master Plan**



End of Year 2020 Committee Report

- Welcomed new committee members:
 - Myra Grace Dowling
 - Jeri Sampson
 - Todd Munson
 - Jaime Sandoval
 - Max Knoxholt
 - Tim Sloan
- Welcomed new City Liaison to committee: Emily Sexton
- COVID-19 restriction/limitations
 - Virtual Meetings via ZOOM
 - Cancelled Field trip, volunteer/project events



Accomplishments

- **680** volunteer hours between 16 members
- **2** \$5,000 Matching Grant Program
- **22** Park Assessments
- Art in Park
- Park E-mobility
- Parks & Golf Drought Management Plan
- Community education/outreach
- Collaboration with City team members: Ian Macdonald, Enessa Janes, Gordon Reusink, and Ben Irwin
- Monthly virtual meetings with Gordon Reusink



Looking Ahead to 2021

- New leadership:
 - Chair - Melissa Lloyd
 - Co-Chair - Stacey Parcell
 - Secretary - Justin Holstein
- Goal setting in January following the 2016 Parks, Trails, and Open Space Master Plan
 - 4 Pillars: Community, Wellness, Parks, and Nature



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: Consent Agenda

Report in Brief

8.A.1. R21-001 A Resolution Authorizing a Third Addendum to Software License, Implementation and Support and Maintenance Agreement By and Between the City of Arvada and Advanced Utility Systems Corporation a Division of N. Harris Computer Corporation for Software Upgrade and Services in an Amount Not to Exceed \$52,500.00

8.A.2. R21-002 A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2021

8.A.3. R21-003 A Resolution Approving a Loan Agreement Between the City of Arvada Utilities Department, by and through the Water Fund and the City of Arvada Utilities Department, by and through the Solid Waste Fund

8.A.4. R21-004 A Resolution Authorizing an Agreement between the City of Arvada and Schaefer Systems International, Inc. for Waste and Recycling Carts and Associated Services in an Amount Not to Exceed \$2,600,000.00 in the First Year

8.A.5. R21-005 A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program

8.A.6. R21-006 A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06

8.A.7. R21-007 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$365,125 to M-B Companies, Inc. for the Purchase of a Paint Truck

8.A.8. R21-008 A Resolution Authorizing an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge

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:

Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.A.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-001 A Resolution Authorizing a Third Addendum to Software License, Implementation and Support and Maintenance Agreement By and Between the City of Arvada and Advanced Utility Systems Corporation a Division of N. Harris Computer Corporation for Software Upgrade and Services in an Amount Not to Exceed \$52,500.00

Report in Brief

Arvada is implementing city-wide waste and recycling collection services that will require additional billing capabilities. The Consultant will provide certain services and support to the Organization to implement the new trash and recycling collection service within CIS Infinity Version 4 billing system, the City's current utility billing system.

The Arvada team recommends that the City Council approve R21-001, A Resolution Authorizing a Third Addendum to Software License, Implementation and Support and Maintenance Agreement By and Between the City of Arvada and Advanced Utility Systems Corporation a Division of N. Harris Computer Corporation for Software Upgrade and Services in an Amount Not to Exceed \$52,500.00.

Financial Impact

The addition of the new trash service module within CIS Infinity Version 4 has a cost of \$52,500.

Background

Arvada is implementing city-wide waste and recycling collection services that will require additional billing capabilities. The City currently contracts with Advanced Utility Systems for billing services related to water, wastewater, and stormwater utilities. The proposed third addendum to the existing contract addresses the Software License and an updated Implementation Agreement to support billing for waste and recycling collection.

The original Software License, Implementation and Support and Maintenance Agreement is dated August 8, 2007. The first addendum to the agreement was executed on May 21, 2012 to provide for the license and services related to Infinity.Link. The second Addendum, dated September 17, 2019, supported a major upgrade version to CIS Infinity Version 4.

Discussion

The implementation of city-wide waste and recycling collection services that will require additional billing capabilities within CIS Infinity Version 4. This will allow citizens to receive their waste and recycling collection service billing on the same billing as the water, wastewater, and stormwater utility services.

The addition of these capabilities will also allow the City of Arvada to maintain necessary billing information regarding citizens who take part in the waste and recycling collection services program as well as those who are only participating in the minimum services of this program.

SUBJECT: R21-001 A Resolution Authorizing a Third Addendum to Software License, Implementation and Support and Maintenance Agreement By and Between the City of Arvada and Advanced Utility Systems Corporation a Division of N. Harris Computer Corporation for Software Upgrade and Services in an Amount Not to Exceed \$52,500.00

PAGE: 2
ITEM: 8.A.1.

The City has had a strong partnership with Advanced Utility Systems since 2007, and approval of this resolution will support continuity of operations and a high level of service.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The City Council's consideration of adding waste and recycling collection services billing capabilities in CIS Infinity Version 4 supports the Priority Area of Vibrant Community and Neighborhoods within the City Council 2020-2025 Strategic Plan. Specifically, the proposed action will address Strategic Result 3: ***Complete full implementation of waste hauling options.***

The proposed action also aligns with the Infrastructure Priority Area of the City Council Strategic Plan as the organized waste hauling program will reduce the number of trucks on Arvada streets and roads.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-001, A Resolution Authorizing a Third Addendum to Software License, Implementation and Support and Maintenance Agreement By and Between the City of Arvada and Advanced Utility Systems Corporation a Division of N. Harris Computer Corporation for Software Upgrade and Services in an Amount Not to Exceed \$52,500.00.

Suggested Motion:

I move that R21-001, A Resolution Authorizing a Third Addendum to Software License, Implementation and Support and Maintenance Agreement By and Between the City of Arvada and Advanced Utility Systems Corporation a Division of N. Harris Computer Corporation for Software Upgrade and Services in an Amount Not to Exceed \$52,500.00, be (approved) (rejected).

Prepared by:
Madeline Stephens, IT Project Manager

Reviewed by:
Hannah Gregory, Legal Administrative Assistant 12/21/2020
Erika Pierce, Litigation Paralegal 12/22/2020

Approved by:

Sharon Israel, Director of Utilities

12/18/2020

SUBJECT: R21-001 A Resolution Authorizing a Third Addendum to Software License, Implementation and Support and Maintenance Agreement By and Between the City of Arvada and Advanced Utility Systems Corporation a Division of N. Harris Computer Corporation for Software Upgrade and Services in an Amount Not to Exceed \$52,500.00

PAGE: 3
ITEM: 8.A.1.

Bryan Archer, Director of Finance	12/18/2020
Emily Grogg, Senior Assistant City Attorney	12/22/2020
Brad Moloney, Deputy City Attorney	12/22/2020
Lorie Gillis, Deputy City Manager	12/22/2020
Mark Deven, City Manager	12/22/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-001

A RESOLUTION AUTHORIZING A THIRD ADDENDUM TO SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AND MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND ADVANCED UTILITY SYSTEMS CORPORATION A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR SOFTWARE UPGRADE AND SERVICES IN AN AMOUNT NOT TO EXCEED \$52,500.00

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

Section 1. The Mayor or Mayor Pro Tem is hereby authorized to sign and the City Clerk to attest, in form approved by the City Attorney, the Third Addendum to a Software License, Implementation and Support and Maintenance Agreement, in substantially the same form as attached hereto, Between Advanced Utility Systems, a Division of N. Harris Computer Corporation, and the City of Arvada.

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

APPROVED AND ADOPTED THIS 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**THIRD ADDENDUM TO SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT
AND MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
ADVANCED UTILITY SYSTEMS CORPORATION A DIVISION OF N. HARRIS
COMPUTER CORPORATION FOR SOFTWARE UPGRADE AND SERVICES**

THIS THIRD ADDDENDUM to Software License, Implementation and Support and Maintenance Agreement (“Third Addendum”) is made by and between the City of Arvada (“Organization”), a home rule municipal corporation of the State of Colorado, and Advanced Utility Systems Corporation, a Division of N. Harris Computer Corporation (“Consultant”), a Foreign Corporation registered in Colorado, whose address is 2235 Sheppard Ave East, Suite 1400, Toronto, ON M2J 5B5 (individually, “Party” and collectively, “Parties”). The Parties agree to the following terms and conditions:

1. BACKGROUND.

- 1.1 The Consultant and the Organization are party to a Software License, Implementation and Support and Maintenance Agreement (“Agreement”), dated August 8, 2007, pursuant to which Consultant granted the Organization a license to utilize the Software (as defined in the Agreement) and retained the Consultant to perform the Services (as defined in the Agreement).
- 1.2 The Parties agree that the Agreement contemplates the purchase of revisions, updates and enhancements to any Software licensed by the Consultant to the Organization. The Parties agree to treat the Agreement as a living document to allow for industry and technology advances, and to add products and services to appropriate schedules to the Agreement and/or Addenda as mutually agreed from time to time.
- 1.3 The Parties executed the First Addendum to Software License and Implementation Agreement (“First Addendum”) on May 21, 2012 to provide for the license and services related to Infinity.Link.
- 1.4 The Parties executed the Second Addendum to the Software License and Implementation Agreement (“Second Addendum”) on September 17, 2019 to provide for the upgraded version to CIS Infinity Version 4.
- 1.5 Arvada is implementing city-wide waste and recycling collection services that will require additional billing capabilities.
- 1.6 The Consultant wishes to provide certain services and support to the Organization to implement the new trash service within CIS V4, as more fully described in the attached Exhibit, titled Statement of Work (SOW): New Trash Service.
- 1.7 The purpose of this Third Addendum is to supplement and amend the terms of the Agreement. As such, all terms of the Agreement, except as modified herein or in the First or Second Addendums, and all of the terms of the First and Second Addendums, except as modified herein, remain in full force and effect.

2. COMPENSATION.

- 2.1 The total first year price for the related services, is \$52,500.00.
- 2.2 **AMENDMENT TO SEC. 6.1(a), FEES AND PAYMENTS.** Section 6.1(a) on page 26 of the Agreement is amended to add to the end of the paragraph the following sentence:

“The additional services to create a new waste and recycling billing in CIS V4 not to exceed \$52,500.00 as further detailed in the Scope of Work attached to the Third Addendum of this Agreement.”

3. GENERAL PROVISIONS.

- 3.1 **Payments to Constitute Current Expenditures.** Financial obligations of the Organization payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for the Organization. The Organization’s obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Organization within the meaning of Article X, Section 20 of the Colorado Constitution.
- 3.2 **Protection of Personal Identifying Information.** In the event the Agreement or any of its Addenda includes or requires the Organization to disclose to the Consultant any Personal Identifying Information as defined in C.R.S. § 24-73-101, the Consultant shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq.
- 3.3 **External Terms and Conditions.** Notwithstanding anything to the contrary herein, the Organization shall not be subject to any provision included in any terms, conditions, or agreements appearing on the Consultant’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements unless that provision is specifically referenced in the Agreement or any of its Addenda.
- 3.4 **Binding Authority.** The Consultant represents and affirms that the signature page hereof accurately states the full legal name of the Consultant (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of the Consultant, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind the Consultant, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation.

DATED this _____ day of _____, 20__.

CITY OF ARVADA, a Colorado home rule municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

ADVANCED UTILITY SYSTEMS
a Division of N. Harris Computer Corporation

Peter Fanous, Executive Vice President
2235 Sheppard Ave East, Suite 1400
Toronto, ON M2J 5B5
pfanous@advancedutility.com

ATTEST:

Lori Hogg, Vice President, Professional Services
2235 Sheppard Ave East, Suite 1400
Toronto, ON M2J 5B5
lhogg@advancedutility.com

Exhibit

(SOW) Statement of Work- New Trash Service

Client	City of Arvada	Client Contact	Deborah Baumgartner
Quote Effective Date	November 18th, 2020	Prepared By	Tanuja Kancherla
Reference Number	AT34158	Client PO	
Description	Statement of Work (SOW): New Trash Service		

Estimated Cost

The costs related to successfully completing this SOW is estimated to be \$52,500.00 USD.

Client Request

City of Arvada (Arvada) will be required to charge customers for a new service – Trash. Thus, Arvada is requesting a statement of work for Advanced Utility Systems (Advanced) to implement the new Trash service within CIS V4.

Proposed Solution

The services to be provided under this SOW are as follows:

- Create new Trash service in CIS V4 which will be billed bi-monthly
- Create necessary accounting information for the new Trash service
- Create Trash rates to bill the Residential customers:
 - Charges are based on Container Type and Container Size
 - Create a new bill codes for each cart size with the following charges:

Charges (Bi-Monthly)	32- Gallon Waste	64- Gallon Waste	96- Gallon Waste
Utility Billing Fee	\$1.02	\$1.02	\$1.02
Bulk Items Fee	\$0.74	\$0.74	\$0.74
Enterprise Fund Fee	\$2.12	\$2.12	\$2.12
Trash Cart	\$1.40	\$1.54	\$1.68
Recycle Cart	\$1.20	\$1.20	\$1.20
Min Service Fee	\$10.26	\$10.26	\$10.26
HOA Bulk Item Fee	\$1.76 per unit	\$1.76 per unit	\$1.76 per unit

- If the Customer/Account opted for HOA Bulk Item Fee, then they would be charged the 0.88 per unit.
- A \$4.25 of Min Service Fee will charged for the Single-Family customers who opted for the HOA Fee
- The “HOA Bulk Item Fee” needs to be billed for the accounts without a Trash service as well. The list of bill codes for which the HOA fee needs to be charged will be provided by Arvada
- Create a separate Transaction code for the extra bag sticker fee of \$3.50, and Arvada will add it to the customer/account as needed

- Create and run scripts to add the Trash service to the list of accounts provided by Arvada
- The Trash bin and Recycle cart will be added as an equipment to the account and based on the size of the cart the appropriate bill code will be attached to the equipment
- As the Trash cart size and the Recycle cart size will change for the customer/accounts, the appropriate Trash cart size will be provided by Trash company and an import interface will be created to update the equipment size.
- The following fields will be provided by Trash company to update the equipment size on each account:
 - Customer Number
 - Account Number
 - Trash Bin Size
 - Recycle Cart Quantity
 - Date Installed
 - Date Removed
- Trash company will be providing only one file for importing the Trash Company fee and updating the cart/bin size with the necessary fields
- Create an export Interface in CIS to send an export file to the Trash Company with the following fields:
 - Customer Number
 - Account Number
 - Service Address
 - Account Status
 - Bin size (Multiplier)
 - Trash cart size
 - Recycle Cart size
- Create an Import interface in CIS to import the file from Trash Company - As the Trash company charges their part of the service. The Import interface will have the following fields:
 - Customer Number
 - Account Number
 - Amount that will be charged by the Trash Company
 - Transaction Code (A new Adjustment Transaction code will be created for the Trash Company charge which will not be billed in CIS)
- The imported charges from the Trash Company will be showed as an adjustment transaction on the account and will be picked up in the billing
- Add an existing custom field for adding the HOA name on the Account view
- The balance for Trash should not be included in the Collections process
- Configure payment allocation to pay off the Water A/R first before Trash
- 20 hours is allotted to review and modify the Bill Print template to accommodate the new service

- Create a new report, which will give Arvada the list of customer/accounts that have/do not have a Trash service, cart size and the charge that is being billed for the Trash service
- Create a new filter/report (Recycle Collection Report) for reporting the move in/move out with fields Customer Number, Account Number, Trash bin size, recycle cart quantity, Date installed and Date removed

Assumptions

The following assumptions are made to complete the necessary details within this SOW:

- Currently, Arvada is not using Lien module in CIS, but is using a different procedure of running Collections Processing through some filters
- Arvada is doing Disconnects by running Notice 3 which will generate a Disconnect Door tag on the account, the rest of the process is handled out of CIS. And hence, in CIS we can eliminate the Trash A/R balance from not being included in the Notice Amount
- Arvada will provide the following information as needed:
 - Transaction Codes, G/L Numbers, and A/R's to use for the new Trash service
 - Rate structure and rate amounts for the Trash service
 - A list of accounts that will have the Trash service
 - Details of other processes that Arvada needs to include the Trash service
- In the event additional hours are required to effectively complete this SOW, a request will be made for the amount of hours needed
- If the TEST system is refreshed without notifying Advanced Utility Systems 72 hours prior to the system refresh, Arvada will be responsible for all costs associated with reconfiguring the system

Payment Terms

This SOW will be invoiced by the following milestones:

Milestone Payment (MP)	Amount
MP1: 35% upon signing this SOW	\$18,375
MP2: 35% upon delivery on one Test application	\$18,375
MP3: 20% upon delivery on one Production environment	\$10,500
MP4: 10% upon delivery of the report in Prod and Test environment	\$5,250
Total	\$52,500

Conditions

The following are the conditions for this SOW:

- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or there are new requests, additional hours will be required

- Client is responsible to test any changes made under this SOW and promptly provide feedback or additional details required to Advanced
- If desired by Client, Advanced may execute a portion of this SOW during weekend or holiday hours at a premium hourly rate of \$380
- Notice of cancellation of work under this SOW must be received in writing
- Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced
- Each party hereto agrees, acknowledges and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns
- This task covers the development and configuration of CIS Infinity interfaces to existing Arvada systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet Arvada's CIS needs. All development work completed by Advanced will be communicated, in advance, to Arvada's Project Manager so that Arvada's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Arvada and are not in scope

Expenses

If expenses are incurred by Advanced to provide services outlined in this statement of work, Advanced staff will be using a meal per diem of \$70 per weekday and \$125 per weekend day or holiday which will be billed to the Client. The meal per diem will not be required to submit receipts. All other expenses will continue to be billed on actual-basis (i.e. airfare, hotel, car rental, fuel, mileage, travel time, etc.) and will be required to submit receipts.

Escalation Process

Several processes may trigger the escalation process which includes issue tracking, contract management, and risk management. This process assumes that prior attempts have been made to resolve the item and the appropriate parties cannot reach a resolution. When an item is escalated, the appropriate participants are notified via formal communication (email) which includes a summary of the concern/issue and the analysis of each party's position. The participants must be provided with sufficient time, to review the analysis and concerns prior to scheduling any resolution meetings.

The levels of escalation and the participants in each level include:

1. Advanced Resource (Client Services Technical Consultant who is assigned the project)
2. Advanced Manager (Client Services Team Lead)
3. Advanced Sponsor (Director of Client Services)

Standard of Care/Warranty Disclaimer

The standard of care applicable to the Professional Consulting / Information Technology (PC/IT) services arising under this SOW will be the degree of skill and diligence normally employed by PC/IT consultants performing the same or similar services. No further warranty of guaranty, expressed or implied, is made with respect to the services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

Authorized by City of Arvada:		Authorized by Advanced Utility Systems:	
			Nov. 18, 2020
Name	Date	Name	Date



REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.A.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-002 A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2021

Report in Brief

The Colorado Open Meetings Act requires that each year, the Council designate the public place for posting of meeting notices. During the 2019 Legislative Session, the law was amended and cities are now required to post agendas on their web site, which Arvada has been doing for many years.

The Arvada team recommends that the City Council approve R21-002, A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2021.

Financial Impact

There is no fiscal impact.

Background

C.R.S. § 24-6-402(2)(c) requires the designation of an official posting location for notice of public meetings.

Discussion

C.R.S. § 24-6-402(2)(c) requires that the Council designate a public place for the posting of notices for public meetings. During the 2019 Legislative Session, the law was amended and cities are now required to post agendas on their web site, which Arvada has been doing for many years. The resolution presented for the Council's consideration designates the City's web site as well as the bulletin board located on the first floor in the Police Department lobby, between the double doors of the Arvada Municipal Building at 8101 Ralston Road as the official public place for the posting of meetings for all Boards, Commissions, and Committees of the Arvada City Council for the year 2021. This has been the official public posting place for several years.

As previously stated herein, agendas for all Boards, Commissions and Committees are also posted on the City's website.

Public Contact

Posting of the City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

The recommended actions aligns with the Organizational and Service Effectiveness 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 R21-002, A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2021.

Suggested Motion:

I move that R21-002, A Resolution Designating a Public Place for the Posting of Notice of Meetings for All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2021, be (approved) (rejected).

Prepared by:
Kristen Rush, City Clerk

Reviewed by:
Toni Riebschlager, Law Office Administrator 12/15/2020

Approved by:

Rachel Morris, City Attorney 12/20/2020
Lorie Gillis, Deputy City Manager 12/21/2020
Mark Deven, City Manager 12/21/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-002

A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE OF
MEETINGS FOR ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY
COUNCIL OF THE CITY OF ARVADA FOR THE YEAR 2021

WHEREAS, pursuant to C.R.S. § 24-6-402(2)(c), any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public; and

WHEREAS, the public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year.

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

Section 1. The City's website and the bulletin board located on the first floor in the Police Department lobby, between the double doors of the Arvada Municipal Building at 8101 Ralston Road in Arvada, Colorado is hereby designated as the official bulletin board for the posting of meetings for all Boards, Commissions, and Committees of the Arvada City Council for the year 2021.

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

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-003 A Resolution Approving a Loan Agreement Between the City of Arvada Utilities Department, by and through the Water Fund and the City of Arvada Utilities Department, by and through the Solid Waste Fund

Report in Brief

City Council has approved a City wide organized waste hauling program. To implement the waste hauling program, the Solid Waste Fund has to finance aspects of the program prior to collecting fees from the customers receiving the service.

The purchase of the carts, implementation of software, and hiring and training of team members are some of the items to be financed in part by a loan from the Water Fund in its capacity as an enterprise; and the loan is to be repaid by the Solid Waste Fund over time. The Water Fund has the capacity to fund the purchase of the carts provided the funds are repaid under reasonable terms that include repayment of principal, payment of reasonable interest, and payment during a specific term. In consideration of the agreement and adherence to the terms as set forth in the agreement, the Water Fund is able to loan the Solid Waste fund up to the principal amount of \$2,500,000.

The Arvada team recommends that the City Council approve R21-003 A Resolution Approving a Loan Agreement Between the City of Arvada Utilities Department, by and through the Water Fund and the City of Arvada Utilities Department, by and through the Solid Waste Fund.

Financial Impact

The loan will be up to \$2,500,000. Depending on the number of customers that opt out of service and the types and sizes of carts, this number could be less. The loan will be for six years and will be at a 2% interest rate. The loan will be paid back with the user fees from the Solid Waste Fund.

Background

On June 15, 2020, the City Council approved an Ordinance that repealed and reenacted Chapter 90, Solid Waste, of the Arvada City Code and an agreement with Republic Services of Denver for residential waste collection services. These actions established Solid Waste Collection Program. In association with these actions, the Arvada team informed the Council within the Fiscal Impact section of the Council Report summarizing the Republic Services agreement that the Solid Waste Collection Program would be operated as an enterprise fund.

In order to establish the enterprise fund, the Arvada team proposed as part of the 2021-2022 Budget the establishment of the Solid Waste Fund. As presented during Budget Workshops and explained within the City Manager's Budget Transmittal Letter dated September 10, 2020, the Solid Waste Fund would be established through an internal borrowing utilizing the reserves within the Water Enterprise Fund. The Arvada team estimated that \$2.5 million would be needed to establish the Solid Waste Enterprise Fund and that repayment of the principal and interest would be completed in approximately five years.

The City Council approved the 2021-2022 Budget on October 19, 2020 which authorized expenditures beginning January 1, 2021. The action proposed herein is consistent with the City Council's previous direction.

Discussion

In order to "stand up" the Solid Waste Fund, certain items need to be in place before revenue service will begin. A funding source was needed for these items. The Water Fund will have large enough reserves to be able to make a short term loan to the Solid Waste Fund.

This Loan Agreement has been developed as a transparent and formal instrument to facilitate an internal borrowing of funds from one Enterprise Fund in order to create another Enterprise Fund. The City of Arvada is designated as the Borrower and the operator of an organized waste hauling program. To implement the waste hauling program, the Borrower has to finance aspects of the program prior to collecting fees from the customers receiving the service ("Project"). The Project is financed in part by a loan from the City of Arvada Water Fund (Lender) in its capacity as an enterprise, which loan is to be repaid by City of Arvada Solid Waste Fund (borrower) over time. The Lender has agreed to fund a portion of the Project, provided the funds are repaid under reasonable terms that include repayment of principal, payment of reasonable interest, and payment during a specific term ("Terms"). In consideration of Borrower's agreement and adherence to the Terms as set forth herein, the Lender is willing to loan borrower the principal amount of \$2,500,000.

The terms as described herein include repayment over a period of six years commencing January 1, 2021 and continuing through December 1, 2026. The interest rate on the principal is set at 2%. Exhibit A of the Loan Agreement summarizes the Amortization Schedule which shows the annual payments from the Solid Waste Fund ranging from approximately \$286,000 in Year 1 to \$490,000 in Years 2-5. Following completion of the final payment in Year 6, the Water Enterprise Fund is estimated to receive slightly over \$181,000 in interest income.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The action supports the following Strategic Result within the 2020-2025 City Council Strategic plan: By 12/21, complete full implementation of waste hauling options.

This action support the City Council Strategic Priority Area of Organizational and Service Effectiveness.

Alternative Courses of Action

N/A

Recommendation for Action

Approval of resolution.

Suggested Motion:

I move that R21-003, A Resolution Approving a Loan Agreement Between the City of Arvada Utilities Department, by and through the Water Fund and the City of Arvada Utilities Department, by and through the Solid Waste Fund, be (approved) (rejected).

Prepared by:

SUBJECT: R21-003 A Resolution Approving a Loan Agreement Between the City of Arvada Utilities Department, by and through the Water Fund and the City of Arvada Utilities Department, by and through the Solid Waste Fund

PAGE: 3
ITEM: 8.A.3.

Bryan Archer, Director of Finance

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	12/8/2020
Bryan Archer, Director of Finance	12/8/2020
Emily Grogg, Senior Assistant City Attorney	12/8/2020
Gail Walker, Legal Specialist-Contracts	12/10/2020
Rachel Morris, City Attorney	12/18/2020
Lorie Gillis, Deputy City Manager	12/20/2020
Mark Deven, City Manager	12/21/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-003

A RESOLUTION APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF
ARVADA UTILITIES DEPARTMENT, BY AND THROUGH THE WATER FUND AND THE
CITY OF ARVADA UTILITIES DEPARTMENT, BY AND THROUGH
THE SOLID WASTE FUND

WHEREAS, the City of Arvada Utilities Department, by and through the Solid Waste Fund is the operator of an organized waste hauling program for the City of Arvada; and

WHEREAS, the implementation of a city-wide waste hauling program requires the Solid Waste Fund to finance aspects of the program prior to collecting fees from the customers who receive the service; and

WHEREAS, the City of Arvada Water Fund has agreed to loan the City of Arvada Solid Waste Fund to finance the implementation costs for the city-wide organized waste hauling program upon reasonable and prudent terms including payment terms, interest, and security of the loan, said terms and conditions being more fully set forth in the agreement attached hereto.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Loan Agreement

A. **Parties.** The parties to this Loan Agreement ("Agreement") are the **City of Arvada Utilities Department, by and through the Water Fund**, a constituent enterprise of the Utilities department of the City of Arvada, a Colorado municipal corporation and home rule city ("Lender") and the **City of Arvada Utilities Department by and through the Solid Waste Fund**, a constituent enterprise of the Utilities department of the City of Arvada, ("Borrower"), whose address is 8101 Ralston Road, Arvada, Colorado, 80002.

B. **Purpose.** Borrower is the operator of an organized waste hauling program for the City of Arvada. To implement the waste hauling program, Borrower has to finance aspects of the program prior to collecting fees from the customers receiving the service ("Project"). The Project is financed in part by a loan from Lender in its capacity as an enterprise, which loan is to be repaid by Borrower over time. Lender has agreed to fund a portion of the Project, provided the funds so provided are repaid under reasonable terms that include repayment of principal, payment of reasonable interest, and payment during a specific term ("Terms") In consideration of Borrower's agreement and adherence to the Terms as set forth herein, Lender is willing to loan borrower the principal amount of \$2,500,000.

C. **Lender's obligations.** Lender agrees that, subject to Borrower's agreement to, and compliance with the terms of this Agreement, Lender shall loan the amount of \$2,500,000 for the Project.

1. Provided Borrower has executed and delivered to Lender this Agreement, Lender shall deliver to Borrower, or pay directly to the contractor selected to perform the Project, as the case may be, the principal amount of \$2,500,000 ("Loan"). The Lender shall remit the Loan into the custody of Borrower, or the Project contractor, as the case may be upon written request of Borrower. Such transfer of the Loan shall be made in accordance with the processes and procedures established by Lender.
2. Lender's willingness and agreement to extend the Loan is expressly predicated and conditioned upon the award and commencement of a contract for completion of the Project. Lender' obligations described herein shall at times be conditioned upon the Project being undertaken by Borrower.

D. **Borrower's Obligations.** In consideration of Lender extending the Loan for the purposes described herein, Borrower agrees to the Terms, and shall perform, or have performed certain actions as may be necessary under this Agreement.

1. Borrower understands and agrees that the obligation created hereby and upon remittance of the Loan to Borrower is a loan and not a grant. Said Loan is to be repaid in full, including all principal and interest as provided herein. The principal of the Loan shall be \$2,500,000. The principal balance (\$2,500,000) shall thereafter bear interest at the rate of 2.0% simple annual interest over a period of 6 years commencing January 1, 2021 and continuing through December 1, 2026. From and after June 1, 2021, annual payments of principal and interest in the amounts set forth in

Exhibit A shall be made to the City of Arvada, for the benefit of Lender, on or before the first day of December of each year during the term without demand until the Loan is paid in full. The parties understand and agree that the term of the Loan shall commence on January 1, 2021 and continue until December 1, 2026.

2. Borrower shall utilize any available source of revenue to repay the balance of the Loan. In the event Borrower shall for any reason fail to make a payment when due, Lender shall have the right to receive from the Borrower, any revenues or reserves held by the City of Arvada for the benefit of the Borrower's enterprise in payment of the Loan, or any portion of it currently owed, but not paid. Until repayment of Loan in full, Borrower hereby consents to, and assigns to Lender, upon demand, all right title and interest to all accounts, inventories, receipts, and revenue due to, or held by, or held for the benefit of Borrower.
3. By entering into this Agreement, Lender expressly does not assume any obligation of Borrower to any third party, including, but not by limitation, any term, condition, covenant, duty, or obligation set forth in any contract, certificates of participation, commercial loan, or any other debt or obligation of Borrower to which Lender has not expressly consented in writing.

E. **Additional Documents or Actions.** The parties agree to execute any additional documents or take any additional action that is reasonably necessary to carry out this Agreement.

F. **Assignment.** This Agreement shall not be assigned by Borrower without the prior written consent of Lender, which may be granted or denied in Lender's absolute discretion. Borrower may not hypothecate, lend, or otherwise pledge the proceeds of the Loan to any other lender for any purpose, including, but not by limitation, as collateral for Borrower's performance under any other contract or financial obligation without the consent of Lender.

G. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided however, that nothing in this Section shall be construed to permit the assignment of this Agreement except as otherwise expressly authored herein.

H. **Exhibits.** All Exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

I. **Supersedes.** This Agreement supersedes and replaces all prior agreements, written or oral, with respect to the Property.

J. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado without reference to its conflict of laws principles. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

K. **Lender Not a Partner.** The parties understand and agree that by making the Loan, Lender is not a guarantor of Borrowers performance, or is assuming any debt or obligation of Borrower, or is creating a partnership or joint venture with Borrower. Nothing herein shall be deemed to be, or be construed as, a guarantee by Lender of any debt or obligation of Borrower. Borrower shall not make any representation on behalf of Lender, except as expressly authorized.

L. **No Third Party Beneficiaries.** There are no intended or unintended third party beneficiaries to this Agreement. Any person seeking payment from the proceeds of the Loan shall be deemed incidental to this Agreement, and nothing herein shall be deemed to provide any right of, or claim to, payment, or to otherwise create any action for recovery of any debt or obligation, or obligation of performance under any third party agreement of Borrower.

M. **Wavier of Breach.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

N. **Termination of Agreement.** This Agreement shall automatically terminate upon payment of the Loan. The Lender may extend the term of this Agreement for such reasonable period of time it may believe is reasonable to do so in order to allow cure to occur in the event of default or non-payment by Borrower. Termination of this Agreement shall not otherwise relieve Borrower of any obligation of repayment any funds advanced or loaned by the City for any purpose described herein.

Agreed to this _____ day of _____, 2021.

Remainder of this page left blank intentionally.

Signature Page for Water Fund/Solid Waste Fund Loan Agreement

For Borrower:

Water Fund by Director of Utilities

By: _____

Name: Sharon Israel

Title: Director of Utilities

For Lender:

Solid Waste Fund by Director of Finance

By: _____

Name: Bryan Archer

Title: Director of Finance

Amortization Schedule						
Initial Loan	\$2,500,000.00					
	Beg Balance	interest rate	total due	Payment	End Balance	Running Pmt Total
		2.00%				
2021	\$2,500,000.00	\$45,833.33	\$2,545,833.33	\$285,833.33	\$2,260,000.00	\$285,833.33
2022	\$2,260,000.00	\$45,200.00	\$2,305,200.00	\$490,000.00	\$1,815,200.00	\$775,833.33
2023	\$1,815,200.00	\$36,304.00	\$1,851,504.00	\$490,000.00	\$1,361,504.00	\$1,265,833.33
2024	\$1,361,504.00	\$27,230.08	\$1,388,734.08	\$490,000.00	\$898,734.08	\$1,755,833.33
2025	\$898,734.08	\$17,974.68	\$916,708.77	\$490,000.00	\$426,708.77	\$2,245,833.33
2026	\$426,708.77	\$8,534.18	\$435,242.94	\$435,242.94	\$0.00	\$2,681,076.27
NOTES						
Interest is charged annually and only on outstanding principal balance						
2021 includes 11 months of interest (Jan - Nov), all other years are 12 months (Dec - Dec)						
2026 final payment will depend on the size of the initial loan						



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-004 A Resolution Authorizing an Agreement between the City of Arvada and Schaefer Systems International, Inc. for Waste and Recycling Carts and Associated Services in an Amount Not to Exceed \$2,600,000.00 in the First Year

Report in Brief

The City of Arvada is implementing city-wide waste and recycling collection services which requires a qualified firm to provide waste and recycling carts and the associated professional services for the assembly, delivery, and deployment of said carts. Services will also include implementing and managing a landing web page for residents to choose cart size for their residence as well as the cart packet communication content needed for The Recycling Partnership grant requirements.

The Arvada team recommends that the City Council approve R21-004, A Resolution Authorizing an Agreement between the City of Arvada and Schaefer Systems International, Inc. for Waste and Recycling Carts and Associated Services in an Amount Not to Exceed \$2,600,000.00 in the First Year.

Financial Impact

The estimated cost for the purchase of waste and recycling carts is \$2,600,000 in the first year. As a result of the Arvada team's efforts to successfully pursue grant applications, the City should be able to offset up to \$980,000 of this cost.

The City was previously awarded \$512,000 by The Recycling Partnership towards this effort, which included \$480,000 for cart purchase and \$32,000 for community engagement. More recently, with the expected approval of the Front Range Waste Diversion (FRWD) grant of \$500,000 from the Colorado Department of Public Health and Environment (CDPHE) for the purchase of curbside recycling carts, the City has a total of \$980,000 in grant funding toward the purchase of recycling carts. In addition, the previously referenced \$32,000 from The Recycling Partnership will be used as funding towards the required cart packet community engagement content. These grants will significantly reduce the financial expense to the City for year one implementation and the general fund loan that must be repaid through the program.

The Council will also be considering a Resolution approving a loan agreement between the City of Arvada utilities department, by and through the Water Fund and the City of Arvada utilities department, by and through the Solid Waste Fund during the January 4, 2021 meeting which, if approved, will provide the balance of the resources necessary to purchase the waste and recycling carts.

Background

Arvada requires a qualified firm to provide waste and recycling carts and the associated professional services for the assembly, delivery, and deployment of said carts. Services will also include implementing and managing a landing web page for residents to choose cart size for their residence.

On or about September 30, 2020, Arvada issued a Request For Proposal for Waste and Recycle Carts, RFP-20-Waste and Recycle Carts seeking proposals from qualified firms to provide professional services described in the Scope of Work in the RFP, and Contractor's Response. Arvada also issued an addendum to the RFP titled, Questions & Answers-1, which is included

as part of the RFP.

The recommended Contractor has extensive experience in partnering with municipalities to successfully plan, schedule, manufacture, ship, assemble, and deliver carts for waste and recycling collection. On or about October 21, 2020, Contractor submitted its Response to Arvada's RFP.

Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services outlined in the RFP.

Discussion

SSI was selected following a competitive solicitation process that generated five proposals. SSI was ultimately selected by the evaluation committee based on the following factors:

- The presentation from the SSI team was selected as best overall the best by the RFP evaluation team. SSI's manufacturing capabilities and their detailed staging, assembly, and distribution plan met or exceeded the requirements of the RFP.
- SSI will print, collate and stuff the required cart literature bag on site and ship with the carts for a small reasonable fee. This is required as part of The Recycling Partnership grant. This fee will be offset by some of the grant money provided by The Recycling Partnership.
- SSI will start staging carts in City yards on June 1 compared to other vendors who wanted to stage starting in May. Having the carts staged before June would have required the carts to be onsite much sooner than needed and would increase risk and the ownership of liability.
- SSI carts have an easy to install locking lid device that can be deployed in the field versus other vendor carts that have a more complicated lid lock requiring a template and more tools.
- SSI will host a voice mail system as well as a website to support resident cart selection. This will provide another option for residents who do not have internet access.
- SSI has earned ISO 9001 certification for their manufacturing standards which ensures a higher quality in association with the production of the carts.

The cart sizes from SSI are slightly different from the original waste hauling plan. Despite this difference, the RFP evaluation process demonstrated that SSI carts have several benefits over other vendors. The cart sizes and service levels are as follows:

- Service Level 1: SSI cart is 35 gallons (vs. 32 gallon in original plan)
- Service Level 2: SSI cart is 65 gallons (vs. 64 gallon in original plan)
- Service Level 3: SSI cart is 95 gallons (vs. 96 gallon in original plan)
- 32 gallon carts have been known to slip through the waste truck arms and fall into the truck bed. For safety reasons, these carts cannot be recovered and end up in the landfill. SSI's 35 gallon cart with the wider base will prevent this from happening.
- We are supplying a 3 gallon bigger cart at the service level 1 at the same price.
- We are supplying a 1 gallon bigger cart at the service level 2 level at a lower price.
- We are supplying a 1 gallon smaller cart at the level 3 service level at a lower price.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The City Council's consideration of adding waste and recycling carts supports the Priority Area of Vibrant Community and Neighborhoods within the City Council 2020-2025 Strategic Plan. Specifically, the proposed action will address Strategic Result 3: Complete full implementation of waste hauling options.

The Arvada team also believes that the proposed action aligns with the Infrastructure Priority Area of the City Council Strategic Plan as the organized waste hauling program will reduce the number of trucks on Arvada streets and roads.

Alternative Courses of Action

1. Approve R21-004, A Resolution Authorizing an Agreement between the City of Arvada and Schaefer Systems International, Inc. for Waste and Recycling Carts and Associated Services in an Amount Not to Exceed \$2,600,000 in the First Year.
2. Do not approve the resolution and direct the Arvada team to solicit additional proposals.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-004, A Resolution Authorizing an Agreement between the City of Arvada and Schaefer Systems International, Inc. for Waste and Recycling Carts and Associated Services in an Amount Not to Exceed \$2,600,000.00 in the First Year.

Suggested Motion:

I move that R21-004, A Resolution Authorizing an Agreement between the City of Arvada and Schaefer Systems International, Inc. for Waste and Recycling Carts and Associated Services in an Amount Not to Exceed \$2,600,000.00 in the First Year, be (approved) (rejected).

Prepared by:
Madeline Stephens, IT Project Manager

Reviewed by:
Gail Walker, Legal Specialist-Contracts 12/11/2020

Approved by:

Emily Grogg, Senior Assistant City Attorney	12/14/2020
Rachel Morris, City Attorney	12/20/2020
Lorie Gillis, Deputy City Manager	12/21/2020
Mark Deven, City Manager	12/21/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-004

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF ARVADA AND SCHAEFER SYSTEMS
INTERNATIONAL, INC. FOR WASTE AND RECYCLING CARTS
AND ASSOCIATED SERVICES IN AN AMOUNT NOT TO
EXCEED \$2,600,000.00 IN THE FIRST YEAR

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Schaefer Systems International, Inc. for waste and recycling carts and associated services in an amount not to exceed \$2,600,000.00.

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

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
SCHAEFER SYSTEMS INTERNATIONAL, INC. FOR WASTE
AND RECYCLING CARTS AND ASSOCIATED SERVICES IN AN
AMOUNT NOT TO EXCEED \$2,600,000.00 IN THE FIRST YEAR**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada”) and Schaefer Systems International, Inc. whose business headquarters is located at 10021 Westlake Drive, Charlotte, North Carolina 28273 (“Contractor”).

2. RECITALS AND PURPOSE.

- 2.1. Arvada requires a qualified firm to provide waste and recycling carts and the associated professional services for the assembly, delivery, and deployment of said carts. Services will also include implementing and managing a landing web page for residents to choose cart size for their residence.
- 2.2. On or about September 30, 2020, Arvada issued a Request For Proposal for Waste and Recycle Carts, RFP-20-Waste and Recycle Carts seeking proposals from qualified firms to provide professional services described in Sec. 2.1, the Scope of Work in the RFP, and Contractor’s Response (“the Work”). Arvada also issued an addendum to the RFP titled, Questions & Answers-1, which is included as part of the RFP.
- 2.3. Contractor has extensive experience in partnering with municipalities to successfully plan, schedule, manufacture, ship, assemble, and deliver carts for waste and recycling collection. On or about October 21, 2020, Contractor submitted its Response to Arvada’s RFP (“Response”).
- 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested professional services and other related services, under the terms and conditions more fully set forth below.
- 2.5. Arvada and Contractor acknowledge and agree that Arvada contemplates using Contractor as a consultant for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that Arvada may, at its own discretion, use other City approved consultants to perform similar professional services, and that this Agreement in no way limits Arvada from hiring other advisors or constitutes a contract for exclusive services from Contractor.

3. CONTRACT DOCUMENTS AND EXHIBITS. The Contract Documents shall consist of this Agreement together with the following:

Exhibit 1: Arvada’s RFP-20-Waste and Recycle Carts including the Addendum, “Questions & Answers-1”; and

Exhibit 2: Contractor’s Response, including anticipated scope of work.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4. **PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.** Financial obligations of Arvada, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for the City of Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution.
5. **SCOPE OF SERVICES.** Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the parties in writing. Should the parties agree in writing to a change in the scope of services, then the parties will timely execute any applicable Change Order, which will address necessary start and end dates, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any other matters that the parties deem necessary.
6. **TERM.**
 - 6.1. This Agreement will become effective and binding on all parties upon Arvada's execution of the Agreement, which will occur within a reasonable time following Arvada's receipt of the executed Agreement from Contractor.
 - 6.2. While the Parties expect the project to follow Contractor's proposed project timeline in its Proposal, the term of the Agreement shall be for **one** year from Arvada's execution of the Agreement as described in Sec. 6.1, unless otherwise agreed to in writing by the parties, subject to availability of funds, or Arvada's termination for convenience under Sec. 8.0.
 - 6.3. This Agreement may be renewed by Arvada for **four** consecutive one-year terms, and the renewals shall be automatic unless Arvada gives Contractor 30 days written notice to terminate the Agreement.
 - 6.4. While Arvada has listed its major requirements for its solicitation in the RFP, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon the pricing/fee contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor or another top rated Bidder based upon the negotiated scope of work and fee structure. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.
7. **COMPENSATION.** Arvada shall pay Contractor for the Work requested by Arvada and rendered by Contractor under this Agreement. The total amount for the Work shall not exceed **\$2,600,000.00**. Contractor agrees to submit monthly invoices for actual services completed to

Arvada, and payment from Arvada will be due NET 30 days, unless otherwise stated and agreed to by the parties in the Contract Documents.

- 8. RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, this Agreement. Any such termination shall not be considered a breach of this Agreement or any extension thereof. In the event Arvada terminates this Agreement without cause, Arvada shall pay for all authorized services rendered by Contractor up through the date of termination by Arvada, not to exceed the total amount of the contract price as outlined in this Agreement and any applicable Change Order(s).

9. CHANGE ORDER PROCESS.

- 9.1. If Arvada wishes to add services, Arvada may so request in writing. Email will suffice as a writing for this purpose. If Contractor is not able to accommodate Arvada, it will promptly notify Arvada.
- 9.2. When both parties have agreed on the contents of a Change Order, both parties shall so indicate by signing the Change Order.
- 9.3. Once a Change Order has been agreed to in writing, signed by the parties, the Change Order shall be deemed a part of this Agreement. Any such Change Orders shall be subject and subordinate to the terms of this Agreement and incorporated herein, unless otherwise agreed to in writing signed by the parties.

- 10. STAFF DIRECTION.** Arvada designates Mark Deven as Arvada's Project Manager. Mr. Deven will be Arvada's responsible staff member to provide direction to Contractor during the course of the Work. Arvada reserves the right to change the Project Manager(s) at its own discretion and will promptly notify Contractor of any such change in writing.

- 11. QUALITY OF WORK.** The Work performed by Contractor shall be done in accordance with generally accepted professional practices and to the level of competency presently maintained by other practicing professional consultants in the same type of work in the Denver metropolitan community.

- 12. TERMS AND CONDITIONS IN SOLICITATION.** Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, and other RFP requirements, and agrees to be bound by those terms and conditions except as amended below:

- 12.1. Contractor outlines three variations to the projects specifications on page 47 of Contractor's Response. The identified required specifications are amended in the RFP to reflect the variations described in Contractor's Response.

- 13. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents**

are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.

14. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
15. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
16. **PARAGRAPH CAPTIONS.** The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
17. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.
18. **NOTICES.** Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.
19. **BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 20____.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

SCHAEFER SYSTEMS INTERNATIONAL, INC.

Brett Belda, VP Sales
10021 Westlake Drive
Charlotte, North Carolina 28273

EXHIBIT 1
A RESOLUTION AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF ARVADA AND SCHAEFER
SYSTEMS INTERNATIONAL, INC. FOR WASTE AND
RECYCLING CARTS AND ASSOCIATED SERVICES IN AN
AMOUNT NOT TO EXCEED \$2,600,000.00 IN THE FIRST
YEAR



REQUEST FOR PROPOSAL

Proposal #: RFP-20-Waste and Recycle Carts

Title: Waste and Recycle Carts

RFP Issued: 9/30/2020

Question Deadline: 10/8/2020 1:00 p.m. local time
Questions and responses will be posted on BidnetDirect.com

Proposals Due By: 10/21/2020 1:00 p.m. local time

Electronic Submissions must be submitted online at BidNetDirect.com.

Limit the # of separate submission documents, preferably to 1, and the company name must start the uploaded file name as these will be moved to a shared Team Drive for evaluation. Late responses will not be considered for award.

Projected Start and end Date: mid to late June 2021

Submit questions on BidnetDirect.com

Arvada Vision: We dream big and deliver.

Mission: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

Values:

Innovation – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.

Passion – We are a high performing, inclusive team inspiring each other to pursue excellence.

Opportunity – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.
3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.
4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
 - 4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
 - 4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.
5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.
6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.
7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.
8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which

third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.

9. **ASSIGNMENT.** Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.
10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.
11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.
12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.
13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.
15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.
16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.
17. **WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.

18. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada will pay Contractor for requested work performed up until the time of termination, not to exceed the total amount of the contract price agreed upon by Arvada and Contractor.
19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.
20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.
21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.
23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.**
- 26.1. Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under the Agreement, through participation in the E-Verify Program or the Colorado verification program established pursuant to §8-17.5-102(5)(c), C.R.S.
- 26.2. Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

- 26.3. Contractor shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (CDLE) ("Department Program") to undertake pre-employment screening of job applicants while the Agreement is being performed.
- 26.4. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
- 26.4.1. notify the subcontractor and Arvada within 3 days,
- 26.4.2. terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and
- 26.4.3. comply with reasonable requests made in the course of an investigation the CDLE takes pursuant to §8-17.5-102(5), C.R.S.
- 26.5. If Contractor participates in the Department Program, Contractor shall:
- 26.5.1. deliver to Arvada a written, notarized affirmation that Contractor has examined the legal work status of such employee, and
- 26.5.2. comply with all of the other requirements of the Department Program.
- 26.6. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., Arvada may terminate the Agreement for breach and Contractor shall be liable for damages.
27. **PUBLIC CONTRACTS WITH NATURAL PERSONS, §§24-76.5-101, *et seq.*, C.R.S.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the effective date of the Agreement.

SPECIAL TERMS AND CONDITIONS

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT:

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. OPTION TO RENEW FOR SUBSEQUENT YEARS

The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract, at which time the City shall have the option to renew the contract for 4 additional one year periods; provided that the vendor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period.

During the option period, the City will not consider an adjustment to the pricing structure. For consideration, the vendor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

3. CONTENTS OF OFFER. Vendors are required to submit offers with the following conditions:

- 1) Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- 2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- 3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- 4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. CLARIFICATION AND MODIFICATIONS. The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Vendors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation.

5. ELIGIBILITY OF VENDORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED.

Offers will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Vendors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a vendor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

6. CONFIDENTIAL DOCUMENTS

Vendors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. *See, International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District*, 880 P.2d 160 (Colo.App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Vendor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Vendor. By its submission of the Proposal/Response, Vendor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Vendor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Vendor's objection.

7. COOPERATIVE PURCHASING

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CEPC).

We hereby request that any member of MAPO/CEPC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFP, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is understood and agreed that the City of Arvada is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

8. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

9. DELIVERY

Quoted prices and deliveries are to be FOB Destination freight prepaid and shall require door to door delivery throughout the City. Title and risk of loss shall pass to the City upon inspection and acceptance by the City at its designated point of delivery; unless otherwise specified in the Special Conditions.

10. CONDITION OF MATERIALS AND PACKAGING

All materials and products supplied by the vendor in conjunction with this solicitation shall be new (unless otherwise specified in the Special Conditions), warranted, free from defects, and consistent with industry standards.

The Solicitation price shall include commercial packaging. The materials and products shall be delivered to the City in excellent condition for inspection by City representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the vendor shall either replace the damaged items (if shipped by the vendor) or be responsible for filing, processing and collecting all damage claims (if shipped by a contractor of the shipper). In the event that any of the materials and products supplied to the City by the vendor are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the vendor at no cost to the City; either as an exchange for suitable merchandise or for full credit.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected vendor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$1,000,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS:

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal.

Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, the Proposals will not be accepted and will be returned to the vendor.

Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

- 1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 2) Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- 3) Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
- 4) Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to Offers- Changes to the Offer after the submission deadline shall be allowed only when the vendor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any

modification submitted to the City must have the vendor's name, address, Solicitation Number and title included.

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90) calendar days. If an Offer is withdrawn by the vendor during this ninety (90) day period, the City may, at its option, suspend the vendor and may not accept any Offer from the vendor for a six (6) month period following the withdrawal.

REJECTION OF OFFERS

- A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
 - 1) The vendor misstates or conceals any material fact in its Proposal;
 - 2) The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
 - 3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
 - 4) The Offer does not include documents which are required for submission with the Offer; or
 - 5) The Offer has not been executed by the vendor through an authorized signature.
- B. The City may, at its sole and absolute discretion:
 - 1) Reject all or parts of Offers submitted by prospective vendors;
 - 2) Re-advertise this Solicitation;
 - 3) Postpone or cancel the Solicitation;
 - 4) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
 - a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - c) has pending litigation against the City on the date and time that the Solicitation is due.

4. BEST VALUE AGENCY

The City of Arvada is a best value agency. The intent of this solicitation is to award to the lowest responsive, responsible proposer that meets or exceeds the specifications and requirements incorporated in these solicitation documents. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

5. SAMPLE CARTS:

Following the Proposal opening, Suppliers shall be prepared to furnish a sample of the cart they propose to furnish within 5 business days of request for sample. ALL SAMPLE CARTS MUST BE FURNISHED AT NO CHARGE TO THE CITY and if not destroyed during evaluation, sample carts will be made available for the Supplier/vendor to recover.

All sample carts MUST be clearly marked with Supplier's/vendor's name and delivered to the City with complete specifications and descriptive literature. The cart must be imprinted with a graphic, but may be any entity. It is not required to be the City of Arvada graphic.

6. ESTIMATED QUANTITIES:

All quantities are estimated. The estimated quantities are used for assisting in the determination of which carts may be purchased by the City for solid waste and/or recyclables.

7. PENALTY

Because time is of the essence, if delivery of the completed unit is delayed beyond the mandatory delivery schedule, one-tenth of one percent per affected cost will be assessed against payment to the supplier (Proposer) for each calendar day beyond the mandatory delivery date. Only acts of God such as tornado, flood, etc., will be considered by the City in delaying the delivery date without penalty.

8. ALTERNATIVES TO SPECIFICATIONS

Any alternatives from specifications shall be noted here (or attached on company letterhead). Alternatives should be clearly worded and supported by sufficient reference material for the City's review alternative means the Proposer is complying 100% to the specifications or could result in loss of bid if found not to be true.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:

It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee.

The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria:

- 1) Firm Capabilities, effective project approach, including safety, internet Landing Page, delivery and deployment plans.
- 2) Conformance to technical specifications including cart esthetics and color choices

- 4) Price of carts and deployment
- 5) Life cycle, warranty and environmental benefits of the product.

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

PRESENTATIONS:

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

SCOPE OF WORK

BACKGROUND:

The City of Arvada City Council has approved an Ordinance to provide single hauler trash services to residents using variable waste cart sizing and 96 gallon recycle to all participating residents. It is the intent of this Request for Proposal to procure trash and recycling carts for use in the City's residential curb-side recycling program. Republic Services will serve as the collecting service contractor for the City's residential program. Carts must be deployed during the month of June 2021 to meet the first collections beginning July 5, 2021. The detailed specifications also include a resin price adjustment clause to mitigate risk to both parties.

All single family non-HOA residence will receive a choice of container sizes. Cart sizes may vary in the following range small 32-35 gallons, medium 64-65 gallon and large 95-96 gallon. For purposes of this RFP, we will refer to the sizes as 32, 64 and 96. Note 96 and 64 gallon is to be used as a general description to the cart size as it is recognized that actual size capacities may vary from each manufacturer. The carts must be compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI Type G). The City will accept Proposals for either rotational or injection molded carts. The containers shall be designed for the collection of single stream recyclable material.

The City of Arvada has over 120,000 residents in over 38,000 homes eligible for the program. HOAs are not required to participate, but may do so and some are anticipated to join the program immediately, as well as in future years.

The INITIAL ORDER for carts should be anticipated at approximately 27,000 homes with 2 carts (one trash and one recycle) per home for an initial order and deployment of approximately 54,000 carts. Each residence may choose extra carts if their initial choice is the largest cart. A more precise number of carts required will not be established until January-February of 2021.

The awarded vendor will also be responsible for implementing and managing a landing page, approved by the City and Republic Services to receive cart sizes from residents and deployment of the correct cart size to each residence in the City.

Carts will be required to be received at two City designated sites. These sites will be secured by fencing. The initial **estimated** cart order for the June 2021 delivery is expected to be **approximately 27,000** variable sized waste carts and 27,000 96 gallon recycle carts.

Assembly and Delivery and deployment are an integral part of this Proposal. A landing page for order taking by the cart manufacturer, software and associated equipment to collect data from the RFID tags must also be included in this Proposal in the cart price.

Cart colors are dependent on the successful Cart Manufacturer offering, however, the City anticipates all cart bodies to be one standard color – matte black or matte dark grey. Trash and recycle carts will be differentiated by lid colors; black/dark grey for trash and blue for recycle.

The carts must have the City name and logo embedded in the cart body and be included in the cart price. Braille must be an option for an additional fee to the City.

A percentage of carts, yet to be determined, will require lids that can be secured. Options for lids must be included in the response. These options are not intended for securing trash from bears, rather for high wind neighborhoods. An actual lock is unnecessary.

Manufacturer must be a wholly-owned and operated U.S. corporation. All container and lid manufacturing must be conducted within the United States.

Manufacturer must provide details of any current or past litigation in the past five (5) years involving its containers or contractual obligations.

ALL carts will be fitted with UHF Radio Frequency ID tags (RFID tags).

Manufacturers are required to provide the following:

Per cart pricing for the purchase of an initial order of waste carts meeting the specifications contained herein.

A detailed order taking plan that includes a landing page, managed by the manufacturer, for residents to place their variable cart size order with the option to order extra waste or recycle carts in variable sizes. Extra cart(s) may only be ordered if the initial cart order includes the largest (96 gallon) waste or recycle cart.

A detailed assembly and distribution plan that provides for the distribution of the carts to residents between June 7 and June 30, 2021. This plan must include descriptions of manpower and equipment required, staging space required, hours of operation for the distribution and a process to verify that the distribution is adhering to schedule while the distribution is being executed. Distribution also includes the assignment of the unique RFID tag in each cart to each residential unit. The City will provide a database of accounts to allow assignment of carts.

The City intends to award to the most responsive, responsible Supplier that provides the best Proposal meeting the requirements set forth herein and most advantageous to the City and therefore reserves the right to accept or reject any or all Proposal or Proposals and to award in the best interest of the City. The assembly and distribution plan and software solution will be an integral part in the decision-making process to award the purchase contract.

The City has designed these specifications in order to include as many potential vendors as possible with quality equipment. Please note where your cart is equivalent to or exceeds the specification. Any and all exceptions taken must be identified with a detailed description as to how the proposed equipment is equal to or exceeds the requested specification. Independent test data should be provided. The City may seek the services of an independent firm to assist with the evaluation.

A. CART DESCRIPTION:

1. The container must be rotational or injection molded.
2. The container must meet ANSI Z245.30-2008 and ANSI Z245.60-2008 standards.
3. The capacity of the carts, not including the lid, must be approximately 96, 64 and 32 gallons respectively, as measured by the test procedure in Appendix A of ANSI Standard Z245.30-30-2008.
4. Plastic resin must be first quality high density polyethylene for injection molded or medium density polyethylene for rotational molded, and be 100% recyclable.
5. Suppliers must submit color chips of their palette of black, dark grey, blue and green color options. Supplier must submit a specification sheet from polyethylene manufacturers with their proposal.
6. The carts must contain some recycled plastic in cart and lid, Supplier to list the percentage that they propose to include.
7. The container shall be stabilized against ultraviolet rays with color pigment and ultraviolet inhibitors. Suppliers

must supply manufacturer's sheet detailing UV stabilization.

8. The cart must have a minimum wall thickness of 0.175 inches for injection molded and 0.160 for rotational molded.
9. The top of container must be molded with a reinforced rim to add structural strength and stability to cart. This rim serves as a barrier to escaping odors, pest, wind and water entering cart.
10. The interior of cart shall be smooth and free of pockets, recesses, and anything that will prevent the complete dumping of its contents.
11. There shall be a wear ridge molded around the perimeter of the cart bottom to prevent abrasion wear through.
12. The cart shall be equipped with the attachment points which make it compatible on standard American semi-automated bar-locking lifters and automated arm lifters. The lower attachment bar must rotate 360 degrees.
13. To insure cart durability under unusually heavy loads the cart must have a load rating equal to the maximum allowed by ANSI Standards of 3.5 pounds per gallon of volume.
14. Maximum weight for the assembled 96 gallon 37 lbs.; 64 gallon 27 lbs.

15. Wind Stability. Please Provide certification with Proposal.

B. HANDLE:

1. Push-pull handles shall be molded as an integral part of the cart body.
2. Handles shall conform to ANSI 245.30-2008.
3. Must not be able to rotate on its own axis.

C. LIDS:

1. The lid shall be made from the same material as the body and shall be configured in such a manner that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly.
2. Lids shall be water tight, prohibit vermin from entering and odor emission from exiting.
3. Lid attachment is critical to the durability of the cart. Lids attached with fasteners such as metal screws and or bolts are not acceptable.
4. The lid must open from a closed position through a full 270-degree arc using easily accessible lifting mechanisms. Lids should not interfere with the flow of refuse from cart during the dumping cycle.
5. Handles for the opening of lids shall be easily accessible without having to touch the internal portion of the cart.
6. A mechanism to secure the lid must be an option for high wind areas.

D. WHEELS AND AXLES:

1. The wheels shall be made of one-piece molded plastic construction.
 2. Each container should be equipped with two (2) plastic molded wheels, rated for minimum 200 lbs. loaded per wheel. Attachment system must securely hold wheels through, at minimum, 10 years of weekly automated dumping. Suppliers must quote their standard wheel size and all must be at least a 10-inch diameter.
 3. Axles must be at least 5/8" diameter zinc chromate plated solid high strength steel fully supported by cart body. Axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container.
- Axles may be mounted in the container body through yokes molded into the container body and providing

permanently lubricated bearing surfaces. Yokes must be well braced and provide support against forces tending to bend axle.

E. METAL TUBING

All metal tubing used in the lift bar must be a minimum of 16 gauge and be prepared to remain free of rust and corrosion as determined by the City for the duration of the warranty.

F. CART IDENTIFICATION AND MARKINGS:

1. Serial numbers shall be stamped on cart.
2. The City of Arvada seal shall be hot stamped on each side of cart.
3. All ANSI and regulatory labeling of cart must be stamped on the lid.

G. REFERENCES:

All Suppliers shall supply with the Proposal, a reference list of at least (5) Five cities using at least 60,000 carts with fully automated system trucks. Complete and accurate contact names, addresses, telephone, and e-mail addresses must be provided. Failure to submit this requirement will result in disqualification of Proposal.

H. WARRANTY:

Supplier must submit with Proposal document, which clearly states the exact warranty of Supplier. The non-prorated warranty must be for no less than ten full years and must specifically provide for no-charge replacement of any components parts, which fail in materials or workmanship for a period of ten (10) years after installation. The Suppliers

warranty is understood to include, whether stated in Suppliers warranty or not the following coverage:

- a. Failure of the lid to prevent rainwater from entering the container when closed on the container body.
- b. Damage to the container body, the lid or any component parts through opening or closing the lid.
- c. Failure of the body and lid to maintain its original shape.
- d. Failure of the wheels to provide continuous, easy mobility, as originally designed.
- e. Failure of any part to conform to minimum standards specified herein.

If the Supplier is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the Suppliers. The Supplier must submit with a Proposal letter from the owning entity which clearly states its obligation and commitment to honor the warranty of this letter to be signed by the owning entity's top officer (President or CEO) and notarized.

I. REPLACEMENT PARTS

The awarded contractor/vendor shall provide the continuous availability of parts over the warranty period. If the contractor/vendor fails to comply with this requirement, it shall provide total replacement of the container including lids, wheels, axle, grabbers and any and all incidental parts required to replace or rebuild carts to make it fully operational per these specifications.

The Awarded Vendor will provide an Inventory of 100 complete sets of replacement parts for the 96 gallon carts and 25 complete sets for the 64 and 32-gallon cart spare parts at NO CHARGE at Deployment in June 2021.

J. PROTOTYPE:

The awarded contract vendor must provide the City of Arvada each manufactured prototype cart for final approval prior to the start of mass production.

K. ASSEMBLY & DEPLOYMENT REQUIREMENTS:

1. Assemble and distribute containers to addresses provided by the City.
2. Attach to each container instructional/promotional materials provided by Republic and the City.
3. Container assembly and distribution must begin no earlier than June 7, 2021 and no later than June 11, 2021. Container delivery and assembly may be staged so that all containers do not arrive on the same day. However, arrival of containers must not delay completion of container delivery beyond completion date of June 30, 2021. Container delivery shall not begin before 7:00 AM and shall not extend beyond 9:00 PM, Monday through Friday. Liquidated damages in the amount of \$5,000 per day will be assessed to the successful Supplier for each day cart delivery completion extends beyond June 30, 2021.

The specification checklist must be filled out completely and all requested supplemental information provided as attachments referenced in this checklist.

MANUFACTURER/ MODEL _____

A. GENERAL:

	REQUIRED SPECIFICATIONS	YES	NO
1	Container and its component parts at a minimum, shall meet all testing standards as set forth by ANSI Waste Container Safety Requirements (Z245.30-2008), and Waste Container Compatibility Dimensions (Z245.60-2008). Independently certified copies of ANSI Container Tests must be submitted. Where appropriated, the load under which the container was tested must be stated. The tests must state the make and model of the container tested and must match the containers being proposed.		
2	Stability in windy conditions – 95/96-gallon models remain upright in __ (insert mph in Yes column) wind when empty on level surfaces. Certified wind tunnel testing or equivalent must be attached!		
3	System wide aesthetics (all size models similar in appearance).		
4	Ergonomics (User friendly design to allow for easy tilting of a fully loaded container without the user having to use his or her foot for leverage.)		
5	Proposed container is manufacturer's latest design.		
6	The carts must be compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI Type G). The City will accept bids for either rotational or injection molded carts. The City has designed these specifications in order to include as many potential vendors as possible. Please note where your cart is equivalent to or exceeds the specification. Any and all exceptions taken must be identified with a detailed description as to how the proposed equipment is equal to or exceeds the requested specification. Independent test data should be provided.		

B. MATERIALS AND MANUFACTURING PROCESS:

	REQUIRED SPECIFICATIONS	YES	NO
1	The container must be Rotational Molded Linear MDPE or Injection Molded HDPE. Molding Process; _____ PLEASE SPECIFY – THIS IS NOT A YES/NO		
2	Proposer warrants that material used is a specified material. Proposer must submit material manufacturer's material specification with bid.		
3	Plastic resin must be first quality high density polyethylene for injection molded or medium density polyethylene for rotational molded, and be 100% recyclable. All Cart bodies shall be Black or dark grey in color; points shall be added for colors and textures that hide dirt/grease, etc. Lid colors: Black, Blue, possible green in the future Proposer must submit a specification sheet from polyethylene manufacturer with bid. Technical data sheets identifying the material(s) and its properties shall be submitted with each bid. Type of manufacturing process –rotational or injection – shall be stated.		
4	Material must be stabilized to prevent degradation by ultraviolet light. No less than .5% (one half of one percent) Tinuvin\Chimassorb 783, or UV 531 or equivalent. Proposer must provide manufacturer's sheet detailing UV stabilization.		
5	In order to further the goals of the City's Recycling Program, the Proposer must provide containers with a minimum of 30% recycled resin content. The use of 50% or more recycled resin content is preferred. Additional points may be assessed for Post-consumer recycled content. Proposer will state the percentage of recycled content in the containers proposed. Recycled resin content. _____ Post-consumer recycled content: _____		
6	All components of the container shall be 100% recyclable.		
7	Proposer shall have the capability to take back the entire container for recycling at any time during the life of the container.		
8	Each container shall be stable and self-balancing. Container must be easy for a citizen to tilt to the roll position when fully loaded while keeping both		

	feet on the ground. The City will conduct testing of loaded sample containers to verify each of tilting.		
--	--	--	--

C. CONTAINER DESIGN FOR 95/96 GALLON CONTAINER:

	REQUIRED SPECIFICATIONS	YES	NO
1	The container shall have a nominal wall thickness of at least 0.140 inches. The thickness of the container bottom corners must be a minimum of 0.165 inches.		
2	Weight of the 96-gallon container when empty should be thirty-two (32) to thirty-seven (37) pounds, fully assembled.		
3	The top of container must be molded with a reinforced rim to add structural strength and stability to cart. This rim serves as a barrier to escaping odors, pests and water entering cart.		
4	Each container must be equipped with attachment points which make it compatible with the standard American semi-automated bar-locking lifters and fully-automated lifters. The upper lift point must be integrally molded into the body of the container and suitably reinforced. The lower lift bar must be field replaceable, galvanized schedule 60 steel tubing 1" in diameter. A container design that does not leak at the lower lift bar is preferred.		
5	The City prefers a container that will stack one inside another when fully assembled. Please note how high the carts will stack when fully assembled in the Yes column.		
7	The 95/96-gallon container should be capable of accommodating a minimum of 500-pounds, excluding the weight of the container.		
8	Interior and exterior surfaces should be non-porous, uniform in appearance, and free of foreign substances, shrink holes, cracks, blowholes, webs, and other superficial or structural defects that could adversely affect the appearance and performance of the container. It should not support combustion or bacterial growth.		

9	The interior should be smooth and free from crevices, recesses, projections and other obstructions where recyclables could become trapped.		
10	The body of the container shall have a minimum of ¼” molded-in wear strip along the outside bottom edge to withstand abrasion and wear associated with street contact during moving and lifting.		

D. LID ASSEMBLY:

	REQUIRED SPECIFICATIONS	YES	NO
1	Each container should be equipped with a convex shaped lid designed to continuously overlap the body. It should be designed to prevent rainwater and rodents from entering the container.		
2	The lid should be of one-piece construction with a convenient means of grip on the front corners for easy opening. Bolted on handles are unacceptable.		
3	The lid hinge should be securely attached to the handles using a rust-proof fastener system.		
4	The lid should open to a position 270 degrees from the closed (horizontal) position and hang open without stressing the lid or container body.		
5	For safety reasons, when opening the lid manually, hands should not come in contact with the front base of the lid.		
6	The lid should have an in-molded rim on the underside circumference to serve as a vector barrier and condensation collector.		
	Containers, when empty, must not overturn when lids are thrown open.		

E. WHEELS AND AXLES:

	REQUIRED SPECIFICATIONS	YES	NO
1	Axle shall be ¾ inch diameter, rust resistant, tempered, rolled solid steel for injection molded. Axle shall be 5/8-inch diameter, rust resistant, tempered, rolled solid steel for rotational molded. Axles should be mounted in the container body through yokes molded into the container body and providing permanently lubricated bearing surfaces. Yokes must be well braced and provide support against forces tending to bend axle. Please note axel yield strength in the Yes column:		

2	Each container should be equipped with two (2) plastic molded wheels, rated for 200 lbs. loaded per wheel. Attachment system must securely hold wheels on through 10 years of automated dumping. Diameter for injection molded 96-gallon cart is 12 inches. Diameter for rotational molded 96-gallon cart is 10 inches. Proposers must quote their standard wheel size and all must be at least a 10-inch diameter.		
3	Wheel color is black.		

G. DIMENSIONS FOR 95/96 GALLON CONTAINER:

CONTAINER DIMENSIONS	APPROXIMATE	PROPOSED
Overall Height	43 to 47 inches	
Overall Width	28 to 30 inches	
Overall Depth	33 to 35 inches	
Wheel minimum diameter	10 or 12 inches	

H. LABELING AND IDENTIFICATION:

	REQUIRED SPECIFICATIONS	YES	NO
1	Proposer should offer hot stamp City logo and name on all carts with the addition of the recycling emblem (on recycling carts only) on both sides of the container in White and additional info on the front of the lid.		
2	Proposer should offer hot stamp on the front of the container in White that says "This container contains_% post-consumer recycled content" in print that can be easily read from a distance of 25 feet. Alternate locations for this hot stamp may be considered if it makes this information more visually apparent to the public.		
3	The City will provide a camera-ready digital graphic for an in molded graphic label with recycling information to the awarded Proposer prior to the time of manufacture. The In-Mold label must be approximately 8" x 10" with four color artwork.		
4	Proposer should provide a UHF RFID tag installed inside the container handle at time of manufacture. Tags applied with adhesives or accessible to the public on the outside of the container are not acceptable.		
5	Container should include easily readable unique serial numbers hot stamped in White. Serial numbers must be stamped on the front of cart with numbers provided by the City of Arvada. The Proposer will maintain a file that will identify the date of manufacture by the serial number.		
6	All ANSI and regulatory labeling of cart must be stamped on lid along with other information/directions required by the City of Arvada.		

I. WARRANTY:

	REQUIRED SPECIFICATIONS	YES	NO
1	Proposer must submit with bid document, which clearly states the exact warranty of Proposer. The non-prorated warranty must be for no less than ten full years and must specifically provide for no-charge replacement of any component parts, which fail in materials or workmanship for a period of ten (10) years after installation. The Proposers warranty is understood to include, whether stated in Proposers warranty or not the following coverage:		
2	Failure of the lid to prevent rainwater from entering the container when closed on the container body.		
3	Damage to the container body, the lid or any component parts through opening or closing the lid.		
4	Failure of the body and lid to maintain its original shape.		
5	Failure of the wheels to provide continuous, easy mobility, as originally designed.		
6	Failure of any part to conform to minimum standards specified herein.		
7	If the Proposer is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the Proposer. The Proposer must submit with bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty. This letter is to be signed by the owning entity's top officer (President or CEO).		

J. REPLACEMENT PARTS & WARRANTY

	REQUIRED SPECIFICATIONS	YES	NO
1	REPLACEMENT PARTS The awarded Proposer should provide the continuous availability of parts over the warranty period. If the Proposer fails to comply with this requirement, it will provide total replacement of the container including lids, wheels, axle, grabbars and any and all incidental parts required to replace or rebuild carts to make it fully operational per these specifications. A parts price list will be submitted with the bid and these prices should be guaranteed for a five-year period from date of delivery.		

2	Warranty Parts: If the City uses any replacement parts for replacements or repairs that are covered by the warranty, the Proposer will replace those parts at no charge, for the part and for delivery. Any components that are designed to be wearing points and need to be replaced should be supplied at no charge to the City for the duration of the warranty period.		
3	Non Warranty Parts: Beginning July 2022, and for the following five (5) years the Proposer will submit a parts price list to the City annually representing the current price charges to similar customers. The Proposer will sell parts to the City at prices no greater than the prices listed on the parts price list. All delivery and processing charges, if any, shall be stated on the parts price list and should not be greater than those charged to similar customers. 1000 complete sets of replacement parts per the parts price list enclosed will be included in the overall bid price.		
	The Proposer will provide one day of training to approximately 5 Republic Waste technicians. In addition, 10 sets of any specialized tools required to make repairs, remove or install parts must be provided at NO CHARGE to Republic.		

K. RFID TAGS

	REQUIRED SPECIFICATIONS	YES	NO
1	Each cart will include passive Ultra High Frequency RFID tags embedded into the cart. All recycling carts will be scanned and associated with the cart serial number and the address where the cart is delivered with the data delivered in excel.		
2	RFID tags must be embedded into the cart. Riveted and adhered tags on the body of the cart will not be accepted.		
3	RFID embedded tags will contain a standard 96-bit PC memory.		
4	RFID tags will support field data writes.		
5	RFID tags will be secure from tampering and protected from direct UV radiation and the physical elements. RFID tags must withstand temperatures ranging from -31F to +122F.		
6	RFID tags will have a field life expectancy of 10 years.		
7	RFID tags will have a read range of up to 6 feet.		

ASSEMBLY AND DISTRIBUTION SERVICE REQUIREMENTS:

Assembly and Distribution (A&D) shall be included in the deployment price for the first deployment June 2021. This includes provision of a radio frequency identification (RFID) tag per specifications for each container with a pairing of RFID, Container Serial Number, and address for each distributed container and provision of that database to the City.

ASSEMBLY & DISTRIBUTION SERVICES OFFERED	YES	NO
Assemble and distribute containers to addresses provided by the City		
Proposed production and delivery schedule attached.		
Scan each RFID tag on each container as it is delivered		
Provide database (in MS Excel Format) of all distributed containers including address, serial number and RFID code		
Provide and attach to each container instructions in container use and care		
Include instructional/promotional materials provided by City with Proposer provided information attached to delivered container.		
Container assembly and distribution must begin no later than June 7, 2021.		
Container delivery and assembly may be staged so that all containers do not arrive on the same day. However, arrival of containers must not delay completion of container delivery.		
Container delivery shall not begin before 7:00 AM and shall not extend beyond 9:00 PM		
Liquidated damages in the amount of \$5,000 per day will be assessed to the successful Proposer for each day cart delivery completion extends beyond June 25, 2021		
Provide the number of crews you anticipated to assemble and distribute containers: Assembly crews: _____ Delivery crews: _____		
Number of assembled carts scheduled to deliver daily: _____		
The Proposer will provide one day of training to approximately 5 Republic Waste technicians. In addition, 20 sets of any specialized tools required to make repairs, remove or install parts must be provided at NO CHARGE to Republic.		
Attach requirements for staging and any services or information required to be provided by the City of Arvada		
Attach anticipated manpower or labor to be utilized.		
Attach any services or information required to be provided by Republic Services.		
Describe means to verify progress during delivery.		
Identify "Nestability", including how high, in inches, for a fully assembled set of 4 carts and the maximum height allowed.		
PDF Example and description of your successful internet landing page must be attached.		

WASTE AND RECYCLING CART PRICING PAGE

It is the intent to award this bid based on the first year pricing with an extension of up to six additional one year periods. The Pricing may only be adjusted due to the fluctuation in resin cost (up or down) with documentation. Pricing must include all specifications including in-molding graphics, lids and RFID tag. The City of Arvada reserves the right not to extend this contract for extreme price increases, product problems, warranty issues, late deliveries, and / or poor customer service. All pricing FOB City of Arvada.

	ITEM Estimated Quantity	PRICE/EACH 2021
	96 gal CARTS (trash and recycle) 40,000	
	Optional locking mechanism/lid	
	64 gal CARTS 7,000	
	Optional locking mechanism/lid	
	32 gal CARTS; 7,000	
	Optional locking mechanism/lid	
	Additional options note here and attach details:	

Pricing must be attached with the details of the Full deployment, including the management of the Cart order landing page and delivery.

Deployment Price based on initial estimated order: _____

Additional deployment price per add'l 500 homes: _____

RESIN PRICING INCREASE/DECREASE AGREEMENT:

The contract pricing resulting from this "Request for Proposals" shall be binding through the planned rollout in June, 2021, and shall be reviewed each ninety (90) days thereafter throughout the terms and conditions of said contract. This potential change may be reviewed and adjusted based on an increase or decrease in the current per pound resin pricing as expressed in the most recent Chemical Data Report.

This is calculated by multiplying the per pound increase/decrease by the appropriate container sizes' and lids' resins weight. There will be no more than one (1) price adjustment per ninety (90) day period.

Request for price changes must be received in writing at least thirty (30) days prior to the effective date and are subject to written acceptance from the City before becoming effective. Proof of the validity of a request for a price change will be the responsibility of the successful Proposer. Upon request, the responsible Proposer will provide to the City certified documentation from Chemical Data Report that may also be utilized by the successful Proposer to validate its request for a price change.

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent Title of Agent Agent email

Typed/Printed Name of Witness Title of Witness Witness email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____ % ____ Days, Net: 30 Days, Accept Visa without additional fee? _____

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

SUBMITTAL INSTRUCTIONS:

Proposals shall be submitted in the order listed below with each section clearly identified.

- ☐ Submit ON-LINE
- ☐ Cover & Executive Summary.
- ☐ Detail Firm's and employees' Capabilities and Experience
- ☐ Details of Proposal – Proposed products & services, implementation timeline and warranties.
- ☐ Completed City Submittal Forms including this sheet and all other attachments specifically requested.
- ☐ Pricing – All fee and costs associated with the proposal.
- ☐ Performance Measures Form, when an applicable service.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:
#1 _____ #2 _____ #3 _____

REFERENCES: As per specifications, this must include at least 5 cities using at least 60,000 of the same model of carts in fully automated system trucks for at least 5 years. Deployment and warranty issues will be important elements of the reference evaluation.

☐ Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Questions & Answers - 1

Solicitation RFP-20-Waste and Recycle Carts - Waste and Recycle Carts
Buying Organization City of Arvada

No	Question/Answer	Question Date
Q1	Question: Mechanism to secure lids Page 11, C.6 – requires a mechanism to secure lids in high wind areas, as option. Is the City able to say how many carts may require latches based on the areas? Answer: The City anticipates approximately 20% of households will request locking lids.	10/07/2020
Q2	Question: Award Target Date •Does the City have a target date for Award? Answer: The City desires to make an intent to award the first week of November and contract Completion by the end of November.	10/07/2020
Q3	Question: Landing Page Will the City please provide a timeline for when they expect the mailer to be mailed and when to be received by the residents? What will be the deadline for residents for final responses? Answer: The City expects 3 mailings to occur every two weeks starting in early to mid-January. Assignment of the default size will be made by the end of March.	10/07/2020
Q4	Question: City Sites The City has indicated in its Scope of Work (Background) that carts will be required to be received at two City-designated sites. Will the City provide addresses for those sites? Answer: Wadsworth Shop - 6161 Wadsworth Blvd, Arvada, CO 80003 and Indiana Shop - 6701 Indiana St Arvada, CO 80007	10/07/2020

No	Question/Answer	Question Date
Q5	Question: Assembly and Distribution Page 12, Item K and Scope of Work (Background) – indicates Assembly and Distribution must begin no earlier than June 7, 2021. "Assembly and Distribution Service Requirements" requires assembly and distribution must begin no later than June 7, 2021. While carts can wait until June 7th for distribution to residents/households to begin, the delivery of carts to staging areas and assembly of carts must occur prior to June 7th. Assembly ahead ensures that distribution will be on time and fluid, with no waiting for assembly. Will the City allow distribution of carts and assembly of carts to begin prior to June 7, 2021? Will the City provide a date for when carts may begin to be delivered to the City-provided designated sites? Answer: Your question misstates the wording which reads as follows: K. ASSEMBLY & DEPLOYMENT REQUIREMENTS: 1. Assemble and distribute containers to addresses provided by the City. 2. Attach to each container instructional/promotional materials provided by Republic and the City. 3. Container assembly and distribution must begin no earlier than June 7, 2021 and no later than June 11, 2021. The vendor may deliver multiple shipments to our two staging areas. We prefer the dates stated, however as this is a request for PROPOSAL, we are willing to consider alternate delivery dates to staging acceptable to both parties. Both receiving areas are large and have personnel on site to allow access during business hours on weekdays. The deployment of carts has been projected to take 3 weeks, therefore June 7-June 30. If you do not need that much time (or require more), please be clear in your proposed deployment plan which will be scored heavily in the RFP evaluation. A gantt chart or similar is appreciated, but not required.	10/07/2020
Q6	Question: Penalty - "per affected cost" Page 8, #7 – Will the City indicate what the "per affected cost" is, and will the City provide an example of the calculation showing what is included in "cost"? Answer: The RFP states "one-tenth of one percent per affected cost will be assessed against payment to the supplier (Proposer) for each calendar day beyond the mandatory delivery date." The affected costs would include, at minimum, the cost of the items not delivered, plus whatever our litigators deem appropriate for the City and Republic to deploy carts that the contractor fails to deliver and deploy correctly.	10/07/2020
Q7	Question: Liquidated Damages Page 8, #7 and Page 12, #K.3 – Both sections require liquidated damages for late performance. Which of these provisions applies? Answer: Both apply.	10/07/2020
Q8	Question: Liquidated Damages Page 8, #7 and Page 12, #K.3 – Will the City include governmental orders/restrictions as an additional condition that would excuse liquidated damages for performance delays? Answer: Please be specific in your proposal with red-lined requests for variations to scope or terms and conditions.	10/07/2020

No	Question/Answer	Question Date
Q9	Question: Lids - Rodents •Page 16, D.1 and page 16, D.1 – requires lids to prevent rodents from entering the container. Our lids are designed with a tight fit between the lid and our cart body rim to hold odors in, not attracting vermin. But all manufacturers' carts are subject to rodents chewing through cart plastic, and that damage is not covered under standard cart warranties. Will the City amend this specification to "It should be designed to prevent rainwater from entering the container, and deter attraction to rodents"? Answer: The RFP states: "It should be designed to prevent rainwater and rodents from entering the container." No reason to amend.	10/07/2020
Q10	Question: Online - one blank for total price "Waste and Recycling Cart Pricing Page" – This page has a pricing breakdown by size, options, Rollout separate. The online submission allows one blank for pricing. Will the City please designate what pricing shall be added for one total online? Answer: This is a request for proposal. A price proposal page must be included in the submission. You may use \$1, \$.01 or your actual total based on our estimated quantities. This is not a bid.	10/07/2020
Q11	Question: Additional Deployment Price "Waste and Recycling Cart Pricing Page" – Requests pricing for "Additional deployment price per add'l 500 homes". Is this deployment to fulfill subscription, so scattered deliveries across the City, or continuous, contiguous deliveries (hose to house, side by side)? What will be the frequency of this need? Answer: Contiguous homes in HOAs who may decide to enter into the City program between now and December 31, 2020. The reality is it may be an extra 15 homes in each HOA, 150 or 500. Please propose pricing for additional blocks of HOA homes.	10/07/2020
Q12	Question: Color Chips/Representations Page 10, #5 – Color Chips are the best indications of cart color choices. The City has required a specification sheet from polyethylene manufacturers with our proposal. The polyethylene/resin manufacturers do not know or determine colors for our carts, but colorant/additives determine cart colors, with colors determined, tested and engineered by cart manufacturer in conjunction with colorant suppliers. We respectfully request to be able to represent our colors within brochures/literature submitted with the online submission. We are also able to send color chips online to be received by the City by the RFP Due Date/Time. Answer: The two requirements under #5 were two separate requests. Please mail chips to the following address within 5 business days after the close of the RFP: Nancy Allen 8101 Ralston Rd. Arvada, CO 80007 A specification sheet from your polyethylene manufacturer is still required.	10/07/2020
Q13	Question: Weight of 64 Gallon Cart Page 10, A.14 – requires maximum weight for 64 gallon cart at 27 pounds. Our 64 gallon is 27.9 pounds, but meets all ANSI standards for safety and compatibility with lifters, and is easy/balanced to tilt and roll. Will the City please allow this small difference for cart weight? Answer: Yes, that is within an acceptable range of variation.	10/07/2020

No	Question/Answer	Question Date
Q14	Question: Lid Fasteners Page 10, C.3 – does not allow metal screws as fasteners. Our all-plastic lid hinge snaps onto the lid. This fit of the two components is further secured by two (2) Torx Fasteners in each hinge. These steel fasteners, used in the automobile industry, are much stronger and more durable than plastic pins used in many cart hinges, and they are treated to prevent rust. This hinge secure design allows for easy maintenance by City crews and avoids the lid and handle damage that often occurs in other carts that use drive-in, plastic bayonet style pins. We respectfully request that the City allow these Torx Fasteners to secure lid hinges. Answer: Torx fasteners are acceptable.	10/07/2020
Q15	Question: Wheels - 32 Gallon Cart Page 10, D.2 and page 16, E.2 – requires minimum 10 inch diameter wheels. Our smallest cart (rotationally molded) is designed for nestability when fully assembled as all carts that we propose, and the cart has recessed 8" wheels to allow nestability. We respectfully request the City allow 8" wheels for the smaller category of carts. Answer: Yes, this is acceptable on carts smaller than the 95/96 gallon.	10/07/2020
Q16	Question: Lower Lift Bar Dimensions Page 10, E – requires metal tubing for the lift bar be minimum 16 gauge. Page 15, C.4 – requires lower lift bar to be galvanized schedule 60 steel tubing 1" in diameter. Our standard for lift bars is 18 gauge / Schedule 40 for all sizes of carts, with ending strength of 2000 pounds per bar, highly exceeding the load rating of all carts (nearly 9 times the ANSI allowed maximum load rating for a 96 gallon cart being 335 pounds), and meeting or exceeding all ANSI standards for cart safety and compatibility with lifters. Will the City accept our lower bar? Answer: The City would need more time to have our engineers look at this spec. Please submit as a variation to the scope with your proposal.	10/07/2020
Q17	Question: 500 Pound Load Rating for 96 Gallon Cart Page 15, C.7 – requires a minimum 500 pound load rating for a 96 gallon cart. This load rating is much higher than the ANSI Standard of 3.5 pounds per gallon load rating for Safety concerns, and even if a cart could handle that load, the extra load is not covered by standard manufacturers' 10 year warranties. Will the City strike this specification for safety and ANSI compliance reasons? Answer: No, if your 95/96 gallon cart does not meet the specification, please submit your proposal with this variation noted.	10/07/2020
Q18	Question: Default Cart Sizes Will the City please indicate what it has determined should be the default size for both Garbage and Recycling? From cart pricing and specifications, we would suspect the 96 gallon is anticipated defaults, but please clarify if possible. Answer: 95/96 gallon is the default cart size.	10/07/2020
Q19	Question: Recycling Carts - IML and 32 Gallon Carts Page 17, H.3 – requires an IML on lids with recycling information for recycling carts. Please clarify that IMLs are not required on Garbage carts. Also, the size indicated will not fit our smaller sized carts. We see that this specification is mainly for 96 gallon carts. Will the City please confirm that it will work with proposers for size of IMLs on the 32 gallon size? Proposers can state the largest IML available on that cart size. Answer: The RFP states that the labeling is for recycling carts. Yes, the City will allow smaller labeling on the smaller carts.	10/07/2020

No	Question/Answer	Question Date
Q20	Question: Recycling vs Garbage carts and Markings/Pricing Page 17, H.3 and "Waste and Recycling Cart Pricing Page" – page 17 requires and IML for Recycling Carts. The pricing page only allows a blank for each size of cart, and the paragraph above instructs to include IML in pricing. Does the City intend to require an IML for Garbage carts? H.1 requires the recycling emblem on recycling carts only. Will the City allow the IML and recycling emblem to be an optional price, or provide pricing blanks for Garbage separate from blanks for Recycling carts? Answer: The successful proposal will propose pricing for recycling carts at the same price as garbage carts.	10/07/2020
Q21	Question: Lid ANSI and Regulatory Markings Page 17, H.6 – requires ANSI and regulatory labeling of cart must be stamped on the lid. Manufacturers have these markings as standard markings in the lid molds (raised lettering without added color, and not hot stamped), and are unable to change those markings unless ANSI or regulatory labeling changes from sources. We can add additional instructions in a lid hot stamp as required. Please indicate if proposers should offer an optional lid hot stamp for this purpose, but as an option in case not needed. And, the City could require proposers to present in proposals its line drawings of current ANSI and regulatory labeling on lids. With the option for a marking and the knowledge of each proposer's set up for these markings, then the City can add to that as needed with the optional lid marking. Answer: Proposers may offer options as indicated on the price sheet. The City is not adding requirements as a result of this question.	10/07/2020
Q22	Question: Price Adjustments - Resin Index "Waste and Recycling Cart Pricing Page" includes "Resin Pricing Increase/Decrease Agreement. We agree and appreciate this provision for adjustments as a way to maintain fair pricing for both the City and the Contractor, but we respectfully request the use of Plastics News, respected by municipalities and cart manufacturers alike, reporting also the real time current resin market costs for our exact resin used in manufacturing carts, like Chemical Data Report, but quite less expense involved for the subscription to Chemical Data Report. We respectfully request the ability to document price adjustments using Plastics News. Answer: Please note that as a variation with your proposal.	10/07/2020
Q23	Question: Performance Measures Form "Submittal Instructions" provides an order for proposals, and it lists "Performance Measures Form, when an applicable service". Since we do not see any reference to this form otherwise in the RFP, will the City please confirm that it is not required for this RFP? Answer: The terms and conditions describe applicable services and exempts services performed in the delivery of a good. The City will document performance measures applicable to the deployment, however, the successful awardee will not be required to submit any documents.	10/07/2020
Q24	Question: Renewal Terms Provision Page 5, Special Terms and Conditions, #2 – states Contract is renewable for 4 years, but "Waste and Recycling Cart Pricing Page" provides for 6 additional years. Will the City confirm that 6 years will be available? Answer: 6 renewal years is correct.	10/07/2020

No	Question/Answer	Question Date
Q25	Question: Section 25: Computer Piracy Prohibition Does this include proprietary software offerings that we would be exclusively using for cart selection, assembly, and distribution or all software? Answer: This is a standard condition in the City's General Terms and conditions. No, it does not apply to software in use exclusively by the proposer. This requires contractors to pay for licenses of the software they use and not to pirate any code from others.	10/08/2020
Q26	Question: Special Terms and Conditions, Section 1: Prices Fixed Firm for the Term of With recent unprecedented changes in resin costs, would the city consider a fluctuating price based on either the CDI or IHS index that ensures both parties are protected equally up to the roll-out date? Answer: Prices must be fixed and firm through the roll out June 30, 2021.	10/08/2020
Q27	Question: Special Terms and Conditions, Section 2: Option to renew for subsequent yea Will the city please clarify their statement with regards to pricing adjustments during the renewal periods. If there are increases or decreases in costs how are those passed on to the city? Answer: Strike the word "not" from the sentence "During the option period, the City will not consider an adjustment to the pricing structure." The City will consider an adjustment as described in the resin pricing decrease/increase agreement.	10/08/2020
Q28	Question: Contract Renewal Section 2 Special Terms and Conditions states (4) 1 year renewals. On the pricing page is states (6) 1 year renewals. Will the city please confirm which is correct? Answer: 6 is correct.	10/08/2020
Q29	Question: Special Terms and Conditions, Section 9: Delivery Will the city please clarify where the transfer of ownership occurs? Historically, the transfer of ownership has always occurred when the product leaves our manufacturing facility. Where is the city deeming the designated point of delivery? Answer: FOB Destination at the delivery addresses stated earlier in the Q&A document.	10/08/2020
Q30	Question: Method of Award, Section 1: Firms Capabilities What is the obligation of the manufacturer if the landing page isn't used to select a cart by a resident. Does the city have a default cart that they wish to then provide? Answer: The default carts will be 95/96 gallons	10/08/2020
Q31	Question: Scope of Work, Lots Can you confirm the square footage of the provided delivery sites? Are the lots gravel, paved, etc? Are the lots lit and is electricity provided? Is there any indoor storage available to safely store the literature provided by the city and Republic? Answer: The sites are more than adequate. Pavement and roadbase, no gravel. Lots are secured with gates and lighting. No indoor storage of carts, however, there will be indoor storage for literature, etc.	10/08/2020
Q32	Question: Scope of Work, Braille Can the city please elaborate what must be included in Braille on the cart? Answer: The cart must be marked in Braille so that a sight impaired person can distinguish trash from recycle.	10/08/2020

No	Question/Answer	Question Date
Q33	Question: Scope of Work, Lid Security We offer a few different locking systems. Is the intent of the city to pick these up with an automated arm where the driver/helper does not have to "unhinge" the cart or will the driver/helper be interacting with the carts and "unhinge" the necessary locking system. Answer: The RFP states "The carts must be compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI Type G)." Republic's drivers will not be "unhinging" lids. They normally prefer gravity lids.	10/08/2020
Q34	Question: Scope of Work, Delivery Will the city consider any flexibility with its outlined delivery schedule? For example, starting to deliver no sooner than June 1st or allowing delivery Monday through Saturday. The intent is to provide the most cost effective proposal to the city and extending the delivery time frames will allow us to reduce our labor headcount. Answer: The City will consider alternate dates within reason. Please have a clear, detailed deployment plan in your proposal. Republic will be servicing our residents starting July 5th, therefore it is critical that residents have their carts delivered by June 30.	10/08/2020
Q35	Question: Wheels and Axles Can the city please clarify if a 10" injection molded wheel is acceptable on a 64 or 95 Gallon injection molded container and an 8" wheel on an Injection Molded 32 Gallon Container? Answer: Yes, that is acceptable.	10/08/2020
Q36	Question: Training for Republic Can the city please specify what the expectations are for training Republic employees? Answer: Training on efficient and effective cart assembly and repair that will meet warranty for your product.	10/08/2020
Q37	Question: Literature for distribution How many pieces of literature is the city interested in providing its residents. Will it be prebagged by the city or republic? Will the Republic Services information be included in this as an all encompassing piece or will they all be separate? Answer: This is an excellent question and our team learned from this question. The original intent was to hang a weather resistant recycling tag onto recycle carts. However, our Grant from The Recycling Partnership requires a cart packet to go with the delivery of the carts as part of the funding requirements. The cart packet must include 1) The Welcome Letter, 2) Informational Card and highly recommends an FAQ. We are investigating to see if they will allow us to mail these items. Please add an option to your proposal that includes a price for assembly/collating of the cart packets and attaching to the recycle carts. The City may choose to complete this task in house, but we are interested in what the cost would be from the cart deployment contractor.	10/08/2020

No	Question/Answer	Question Date
Q38	Question: Cart Nestability Can the city please clarify the significance of nestability? We've found when delivering carts the optimal solution is to load the carts with the wheels unassembled because the nesting ratio is always higher which leads to less trips back and forth to the staging yard, thus reducing our fuel costs. Answer: The significance is in storing our fleet of replacement carts.	10/08/2020
Q39	Question: Questions & Answers What is the maximum date of publication of the Q&A? As the answers are critical to elaborate our response to this RFP. Answer: Publishing 10/11/2020	10/08/2020
Q40	Question: Cart Description 8. The cart must have a minimum wall thickness of 0.175 inches for injection molded. Will the city consider an average wall thickness of 0.150 inches? Answer: Yes, that variation is nominal and will be allowed.	10/08/2020
Q41	Question: Replacement Parts Page 12, I. Replacement Parts – requires complete sets of replacement parts – 100 for the 96 gallon, 25 for the 64 gallon and 25 for the 32 gallon, and the parts are to be provided at time of Deployment in June 2021. Page 18, J. Replacement Parts & Warranty, Specification #3 – requires 1000 complete sets of replacement parts per the parts price list. Please describe the difference in the two requirements for replacement parts. Answer: Please strike the replacement part requirement on page 18. Page 12 is correct.	10/08/2020
Q42	Question: Replacement Parts - Expression of Pricing Page 18, J. Replacement Parts & Warranty, Specification #3 – requires 1000 complete sets of replacement parts per the parts price list. Please confirm we should add the pricing for these spare parts to the "Additional options note here and attach details:" on the Pricing Page. Answer: Please strike the replacement part requirement on page 18. Page 12 is correct.	10/08/2020

EXHIBIT 2
A RESOLUTION AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF ARVADA AND SCHAEFER
SYSTEMS INTERNATIONAL, INC. FOR WASTE AND
RECYCLING CARTS AND ASSOCIATED SERVICES IN AN
AMOUNT NOT TO EXCEED \$2,600,000.00 IN THE FIRST
YEAR

**City of Arvada, CO
RFP-20-Waste and Recycle Carts
Proposals Due: October 21, 2020 at 1 P.M.**

**Respondent:
Schaefer Systems International, Inc.
10021 Westlake Drive
Charlotte, North Carolina 28273**

TABLE OF CONTENTS



*REQUIRED COVER PAGE INCLUDED BEFORE TABLE OF CONTENTS

EXECUTIVE SUMMARY.....P g. 1

SSI & EMPLOYEE OVERVIEW.....Pg. 2-3

DETAILS OF PROPOSAL.....Pg. 4

USD95Q SPEC SHEET.....Pg. 5-6

USD65M SPEC SHEET.....Pg. 7-8

USD35B SPEC SHEET.....Pg. 9-10

SAMPLE IN-MOLD LABEL.....Pg. 11

SAFEWASTE LID LATCH SPECS.....Pg. 12-13

SELECTMYCART™ LANDING PAGE FLYER.....Pg. 14-16

SAMPLE LANDING PAGE.....Pg. 17

WISTAR® A&D FLYER.....Pg. 18-21

DETAILED A&D PLAN.....Pg. 22-23

WARRANTY POLICY.....Pg. 24-25

CITY OF ARVADA RFP DOCUMENTS & SPECS - COMPLETED.....Pg. 26-45

PRICE PAGE.....Pg. 46

REQUIRED VENDOR SUBMITTAL FORM.....Pg. 47

SUBMITTAL INSTRUCTIONS (INITIALED).....Pg. 48

MUNICIPAL REFERENCES.....Pg. 49-51

PARTS PRICE LIST.....Pg. 52

ANSI TESTING REPORTS (WIND TESTING INCLUDED).....Pg. 53-85

ISO 9001 CERTIFICATE OF REGISTRATION.....Pg. 86

CERTIFICATION OF RECYCLABILITY AND BUY BACK.....Pg. 87

HOT MELT COMPOUND STATEMENT.....Pg. 88

MATERIAL SPECIFICATIONS (EXXONMOBIL, CIBA, MESA INDUSTRIES).....Pg. 89-94

Schaefer Systems International, Inc. ("SSI") North American headquarters are located at 10021 Westlake Drive, Charlotte, North Carolina where we are incorporated and have served our customers since November 26, 1990.

SSI manufacturing facilities located in Charlotte, NC and Lodi, CA have annual production capacity in excess of 2.5 million carts. Carts for Arvada residents will be manufactured in both plants. We pride ourselves on providing high quality carts that meet or exceed all industry standards, backed by on-time delivery and reliable customer service.

We are proposing our 95Q, 65M and 35B model carts for this project. All carts are fully compatible with ANSI approved fully- and semi-automated collections equipment. Brochures are required supporting documents are included as required.

Our experience successfully completing projects in Hillsborough County, FL, Fargo, ND and many other municipalities across North America allows us to take on a project of this magnitude and guarantee an on-time delivery for the July 5, 2021 collections start date (deliveries completed by June 30th as required).

SSI was awarded the NWRA Sustainability Partnership Game Changer Award for the Hillsborough County project. This prestigious award recognizes organizations that have successfully partnered to implement game-changing initiatives, policies or programs that advance sustainability in the community. Utilizing WISTAR®, SSI's comprehensive asset management technology, more than 520,000 carts were delivered to over 260,000 households and nearly 20,000 commercial accounts. This project was the largest same-day startup, rollout cart deployment in North America with industry leading 99.997% RFID cart deployment accuracy that greatly surpassed the 98% requirement.

WISTAR® provides transparency throughout the entire delivery process. From a desktop or mobile device, simply log into WISTAR® to find inventory, zone planning, quantities, and delivery exceptions. Your customized dashboard allows access to all facets of delivery in real-time.

In this very competitive environment, planning, scheduling, manufacturing, shipping, assembling and delivering, and following through are only part of the process; commitment to an uninterrupted level of service and product quality take center stage. SSI, along with our partners, has consistently proven it can deliver managing large-scale cart rollouts driven by RFID technology.

For the Assembly and Distribution phase of this project, SSI will partner with Strategic Cart Services, LLC ("SCS"). SCS is a trusted partner that has delivered millions of SSI carts to our customer across the U.S.

Please review our proposal and reach out with any questions that may arise. You are encouraged to contact our references as you will find SSI is committed to our founder's philosophy since day one: *"Take care of my customers."*

Sincerely,

Travis McAlister
Municipal Bid Manager

SSI is driven by a forward-thinking, customer-centric approach. We relentlessly improve products, design cutting edge offerings and develop solutions to ensure we remain the strong, reliable partner our customers deserve. Building from our well designed, low maintenance carts, offering a robust 3-point lid attachment with a solid lid axle, a 4-point wheel axle support structure and reinforced critical wear areas, thus reducing the overall cost of ownership, our products have been the trusted cart in the industry for quality and longevity for over 30 years.

Our SelectMyCart™ technology provides an easy way to get the data we need from your residents. This innovative program provides a turnkey solution to obtain residents' cart selections and shape your cart program. Coupled with SelectMyCart™, our state-of-the-art WISTAR® technology platform boasts a user-friendly, on-demand interface and ensures the correct cart(s) are delivered to the correct location.

SSI qualified for the ISO 9001 Certification in 2001. To obtain this certification, SSI demonstrated the ability to consistently provide products that meets customer and applicable statutory and regulatory requirements, and aims to enhance customer satisfaction through the effective application of the system, including processes for continual system improvement and the assurance of conformity to customer and applicable statutory and regulatory requirements.

All functions at SSI, from marketing, sales calls, order entry, signed documentation by the customer, testing, manufacturing, shipping, warranty issues and assuring the customers of a consistent, product each time are daily routines and necessary to keep the ever-important ISO 9001 Certification. SSI has established, documented, and maintained a quality system to support the strategic direction of the organization, ensure product conformity to customer, company, and legal requirements, and the continual improvement of its effectiveness.

We level-load plan our plants to ensure machine availability for large municipal projects. if necessary, we will utilize mold equipment at both U.S. manufacturing facilities (Charlotte, NC and Lodi, CA) to ensure an adequate stream of carts continues to arrive to stay on-schedule, regardless of weather and other challenges that may arise. Please note we have never missed any project deadlines or incurred fines for project delays, nor have we ever claimed Force Majeure to delay the start of a project.

Schaefer Key Personnel:

Brett Belda, VP, 6 Years

- Oversees Waste Technology Division operations across;
- Manages all Regional Sales Managers;
- Direct involvement with project from beginning to end;
- Point of escalation should any problems arise;

Travis McAlister, Municipal Bid Manager/Project Manager, 4+ Years

- Responsible for proposal preparation and contract management;
- Project Manager for A&D projects driven by WISTAR®;
- Ensures timely flow of data and communications between SSI personnel and Customer seeing the project to completion;
- Provides required reports and status updates;
- Reports to Brett Belda;

Erik Hacking, Regional Sales Manager, 1+ years

- On-site for project inception and throughout project as main point of contact for City;
- Reports to Brett Belda;

Wayne Hazelip, Sales Support Representative, 7+ Years

- Works directly with customer for order intake and development of cart artwork;
- Coordinates order entry with manufacturing and scheduling of delivery;
- Communicates with customer regarding delivery;
- Reports to Ashley Townsend, Team Lead (should Wayne be unavailable, Ashley will take on these tasks).

Strategic Cart Services, LLC., Established February 2016

Jim York, President

SCS is one of Schaefer's preferred Assembly and Distribution partners delivering thousands of SSI RFID enabled carts to our customers. All SCS personnel is trained on the WISTAR® solution used to facilitate and manage the A&D process. Schaefer will remain wholly responsible for the execution of the project. SCS is a national company based in Galveston, Texas and provides comprehensive solutions for the Cart Industry.

This page touches on the items proposed and how SSI will provide all products and services required by the City of Arvada. Spec sheets and detailed service descriptions are included in the pages following this overview. ANSI testing reports, material specs and other required supporting documents are included after the completed City provided forms.

Proposed Cart Models: Carts will be manufactured with 50% recycled material (30% PCR)

- 95 Gallon: Schaefer USD 95Q injection-molded cart with 10" plastic wheels
- 64-65 Gallon: Schaefer USD 65M injection-molded cart with 10" plastic wheels
- 32-35 Gallon: Schaefer USD 35B injection-molded cart with 8" plastic wheels

In-Mold Labels: SSI's standard in-mold label size is 9" x 9.5". In-mold-labels are made using the 4-color design process and are fully customizable. All recycling carts will have an in-mold-label as required.

Hot Stamp Artwork: All required labeling and identification will be included on the carts. SSI will work with the City to determine the best location to ensure the post-consumer recycled content information is visually apparent to the public. If the serial number is stamped on the front, including this wording with the City logo on the sides of the cart may make it more visible.

RFID Tags: All carts will come with a UHF RFID tag that is embedded in the cart handle. SSI RFID tags meet all City of Arvada specifications.

Optional Locking Mechanism: SSI offers the Safe Waste® Multi-Fit auto-release bin lid securing system.

Warranty: SSI warrants the component parts of refuse/recycling containers from failure in normal and regular use due to improper or inadequate materials or defective workmanship for a period of ten (10) years from the date of purchase. Our complete warranty policy is included with our proposal. We take no exceptions to the City's Warranty requirements.

Landing Page: SSI's SelectMyCart™ program is designed to help shape a customizable cart program. Schaefer will design and host a webpage (selectmycart.com/arvada) where residents can select a 35- or 65-gallon waste cart, or multiple carts if requesting the larger 95-gallon carts offered. The page will remain open for a mutually agreed upon timeframe and close in March (site will open after mailers are sent in January).

Implementation Timeline:

TASK	ANTICIPATED START DATE	ANTICIPATED COMPLETION DATE	ANTICIPATED # OF WORK DAYS TO COMPLETE
Design SelectMyCart™ Landing Page	January 2021	January 2021	5 days or less
Resident Selections Received	Mid-January 2021	March 2021	Open as required
Cart Production*	April 2021	June 2021	Based on production schedule
Carts Begin to Deliver to Staging**	June 1, 2021	June 18, 2021	+/- 15 days
Carts Deliver to Residents***	June 7, 2021	June 26, 2021	+/- 18 days

*SSI reserves the right to adjust to production scheduled as needed to ensure all carts arrive on schedule.

**6-8 truckloads will ship each day the first week and be offloaded and staged for deliveries to residents. Carts will continue to arrive at the staging yard as delivery to residents begins until all carts are delivered.

***We fully anticipate delivering all carts between June 7-26th. Should additional time be required, crews may also work June 28 -30th to complete the project. All carts will be delivered by no later than June 30th.

95-GALLON Q SERIES ROLL OUT CART

Delivering both Quality and Quantity in every truckload.

Get the industry-leading truckload capacity you want with the product integrity you've come to trust. The Q Cart from SCHAEFER delivers the quality that your customers expect, while offering municipalities and haulers more carts in every truckload.

schaefewaste.com



SSI SCHAEFER



BODY

BODY / BAR

- Non-slip, textured finish on corners for grabber traction
- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility
- Reinforced wall thickness in critical wear areas
- Externally housed lift bar for water-tight leak-proof body
- Rotating retention bar for less stress on cart body



INTERIOR

UPPER ATTACHMENT

- Integrated, reinforced upper attachment for semi-automated lifters
- Highly durable, in-molded bar supports
- Meets all ANSI standards



UPPER ATTACHMENT

LIDS / HANDLES

- Solid lid axle with a robust 3-point attachment
- Overlapping lid design with integral moisture barrier lip
- Inside dripping rim to seal in odors



LIDS

- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions
- Two ergonomic lift handles for easy opening



QUICK RELEASE

WHEELS & AXLES

- 3/4" solid axle of tempered, rolled, and Zinc Chromate steel
- Quick release durable HDPE wheel for ease of disassembly and easy rolling motion
- Lubricated maintenance-free bearings



WEAR STRIP

BOTTOM

- Angled bottom for easy tilting
- Dual 3/8" wear strip for longer life



OUTSIDE DIMENSIONS

Order #	1 TOTAL HEIGHT	2 BODY HEIGHT	3 WIDTH	4 DEPTH	5 WHEEL DIAMETER	LOAD RATING ↓	TRUCKLOAD QUANTITY
USD 95Q	43.2	40.7	28	32.1	10/12	333 lbs.	793

ANSI Z245.30 and ANSI Z245.60 Approved. ISO 9001 Certified. Truckload quantity based on 53' trailer. Measurements in inches.

**INJECTION MOLDED MANUFACTURING,
MANAGED ASSEMBLY & DISTRIBUTION,
AND COMPREHENSIVE FLEET SERVICES**

COLORS, MARKINGS, & OPTIONS

- Available in an array of standard colors. Custom colors available upon request with minimum quantities.
- Smooth surface for hot stamping on lid and body
- Customizable in-mold labeling (IML) on lid



BLUE
CL.BLU.1



NAVY
CL.NVY.1



GREEN
CL.GRN.1



DARK GREEN
CL.DGN.1



BROWN
CL.BRN.1



DARK BROWN
CL.DBN.1



GRAY
CL.GRY.1



BLACK
CL.BLK.2

MANUFACTURING LOCATIONS

- Charlotte, North Carolina
- Lodi, California

Proud supporters of:



www.schaeferwaste.com

Schaefer Systems International, Inc.
10021 Westlake Drive Charlotte, NC 28273
Phone 855-900-CART



65-GALLON M SERIES ROLLOUT CART

When selecting a cart provider, choose an industry leader.

For over 40 years, SCHAEFER has provided municipalities, government agencies, and private haulers with a complete line of quality products, innovative solutions, and on-time delivery.

schaeferwaste.com



SSI SCHAEFER

BODY

- Non-slip, textured finish on corners for grabber traction
- Smooth surface inside and out for easy cleaning
- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility

BAR / UPPER ATTACHMENT

- Rotating retention bar for less stress on cart body
- Highly durable, in-molded bar supports
- Factory installed
- Extra wall thickness in bar area for durability
- Externally housed lift bar for leak-proof body
- Integrated, reinforced upper attachment for semi-automated lifters
- Meets all ANSI standards

LIDS / HANDLES

- Solid lid axle with a robust 3-point attachment
- Overlapping lip for rain protection
- Inside dripping rim to seal in odors
- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions
- Two ergonomic 2" x 5" lift handles for easy opening

WHEELS & AXLES

- Solid axle of tempered, rolled and Zinc Chromate steel
- Lubricated maintenance free bearings
- Durable HDPE wheels for easy rolling motion
- 3/4" wheel axle

BOTTOM

- Angled bottom for easy tilting
- Dual 3/8" wear strip for longer life



OUTSIDE DIMENSIONS

Order #	1 TOTAL HEIGHT	2 BODY HEIGHT	3 WIDTH	4 DEPTH	5 WHEEL DIAMETER	LOAD RATING ↓	TRUCKLOAD QUANTITY
---------	----------------------	---------------------	------------	------------	------------------------	------------------	-----------------------

USD 65M 41.5 39.1 24.4 27.5 10 230 lbs. 847

ANSI Z245.30 and ANSI Z245.60 Approved. ISO 9001 Certified. Truckload quantity based on 53' trailer. Measurements in inches.

INJECTION MOLDING, MANAGED ASSEMBLY & DISTRIBUTION, AND COMPREHENSIVE FLEET SERVICES

COLORS, MARKINGS, & OPTIONS

- Available in an array of standard colors. Custom colors available upon request with minimum quantities.
- Smooth surface for hot stamping on lid and body
- Customizable in-mold labeling (IML) on lid



BLUE
CL.BLU.1



NAVY
CL.NVY.1



GREEN
CL.GRN.1



DARK GREEN
CL.DGN.1



BROWN
CL.BRN.1



DARK BROWN
CL.DBN.1



GRAY
CL.GRY.1



BLACK
CL.BLK.2

MANUFACTURING LOCATIONS

- Charlotte, North Carolina
- Lodi, California

Proud supporters of:



Awarded Contract

Contract #041217-SFR

www.schaeferwaste.com

Schaefer Systems International, Inc.
10021 Westlake Drive Charlotte, NC 28273
Phone 855-900-CART

Page 8

SSI SCHAEFER

35-GALLON B SERIES ROLLOUT CART

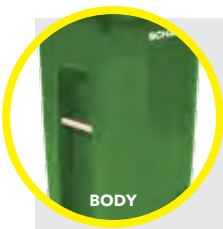
Collect great reviews from a cart you trust with proven decades of service.

SCHAEFER delivers the durability you need with features your customers want. Keep your customers loyal and let SCHAEFER make your cart program a success.

schaeferwaste.com

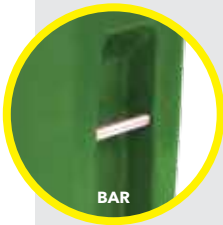


SSI SCHAEFER



BODY

- Non-slip, textured finish on corners for grabber traction
- Smooth surface inside and out for easy cleaning
- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility



BAR / UPPER ATTACHMENT

- Rotating retention bar for less stress on cart body
- Highly durable, in-molded bar supports
- Extra wall thickness in bar area for durability
- Reinforced, in-molded upper attachment for cart tippers
- In-molded support ribs for added strength



LIDS / HANDLES

- Overlapping lip for rain protection
- Inside dripping rim to seal in odors
- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions

WHEELS & AXLES

- 7/8" solid wheel axle made of tempered, rolled and Zinc Chromate steel
- Lubricated maintenance free bearings
- Durable HDPE wheels for easy rolling motion

BOTTOM

- In-molded toe hold to ease tilting of loaded cart
- Dual 3/8" wear strip for longer life



OUTSIDE DIMENSIONS

Order #	1 TOTAL HEIGHT	2 BODY HEIGHT	3 WIDTH	4 DEPTH	5 WHEEL DIAMETER	LOAD RATING	TRUCKLOAD QUANTITY
USD 35B	38.2	35.8	22.8	22.3	8	125 lbs.	1008

ANSI Z245.30 and ANSI Z245.60 Approved. ISO 9001 Certified. Truckload quantity based on 53' trailer. Measurements in inches.

**INJECTION MOLDED MANUFACTURING,
MANAGED ASSEMBLY & DISTRIBUTION,
AND COMPREHENSIVE FLEET SERVICES**

COLORS, MARKINGS, & OPTIONS

- Available in an array of standard colors. Custom colors available upon request with minimum quantities.
- Smooth surface for hot stamping on lid and body
- Customizable in-mold labeling (IML) on lid



BLUE
CL.BLU.1



NAVY
CL.NVY.1



GREEN
CL.GRN.1



DARK GREEN
CL.DGN.1



BROWN
CL.BRN.1



DARK BROWN
CL.DBN.1



GRAY
CL.GRY.1



BLACK
CL.BLK.2

MANUFACTURING LOCATIONS

- Charlotte, North Carolina
- Lodi, California

Proud supporters of:



www.schaeferwaste.com

Schaefer Systems International, Inc.
10021 Westlake Drive Charlotte, NC 28273
Phone 855-900-CART





BURLINGTON COUNTY RECYCLING GUIDE

SET CARTS OUT BY 6AM • METAL BAR & LID OPENING MUST FACE THE STREET



- Flatten boxes to fit in carts
- Empty & rinse all containers
- No trash
- No plastic bags, plastic film, lids, caps or cups
- No shredded paper
- No styrofoam

Paper and Cardboard



Plastic Bottles and Food Containers



Glass Bottles and Jars



Empty and
rinse all
containers



Metal Cans
Including EMPTY
Non-Hazardous Aerosols



Cartons



Recycling collection issues? Call (609) 267-6889 or email recycling@otcbc.org

Visit burlcorecycles.com for more information on what to recycle

112 FEB18

9.50"

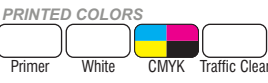
9.00"



Central Decal Company
6901 High Grove Blvd
Burr Ridge, IL 60527
www.centraldecal.com

job# 180754
customer Schaefer Systems
filename SSI230-proof.x5
attn

account mgr Erin Kaplan
quality control Tom Casey
proofed by Rob Swaim
operator JGL
revision
created 02/06/18
rev date



Note: Colors on this paper proof are not accurate. For color approval please see your color swatch or digitally printed proof

PART DESCRIPTION
Burlington
LABEL SIZE
9.50" x 9.00"
CONSTRUCTION
10 mil Clear Anti-static Blend

SPECIAL INSTRUCTIONS

PROOF APPROVAL - Part # 112

Please mark up any changes. Your approval indicates your complete acceptance of the decal produced
PLEASE sign & email or fax 630-325-9860 - NOTE: Delivery date is contingent upon our receipt

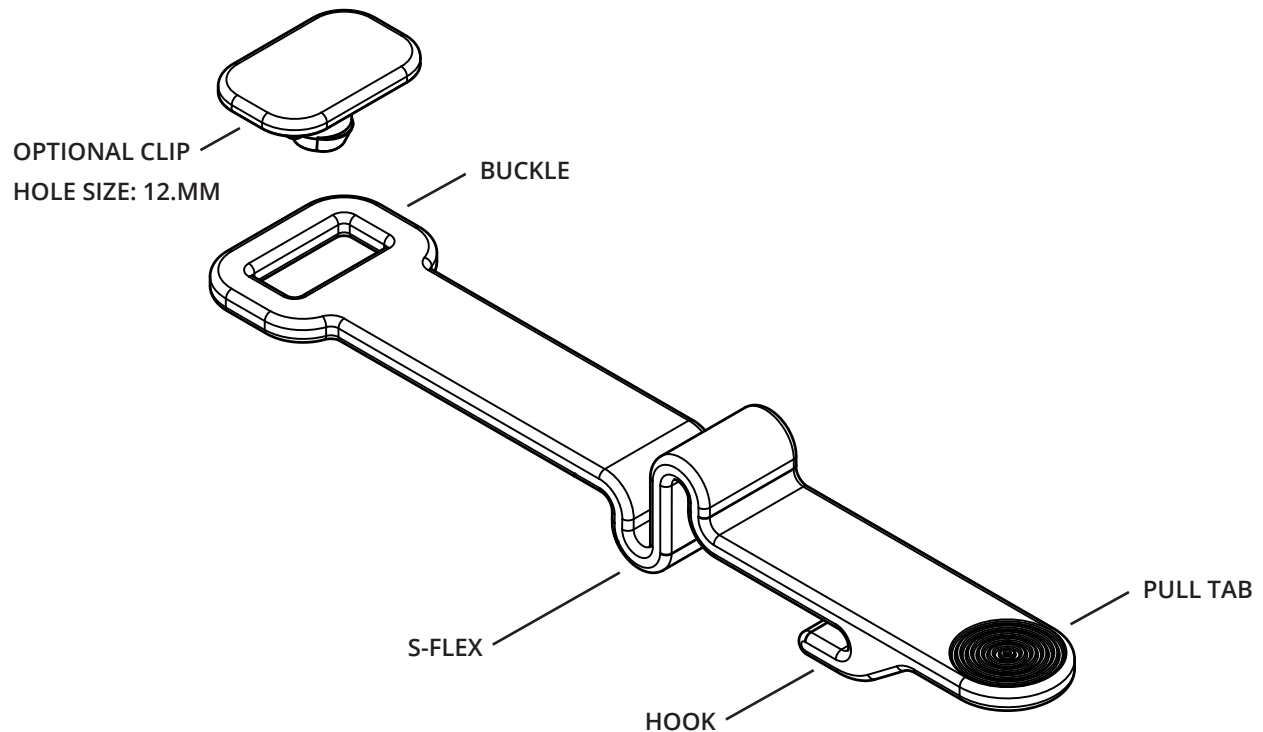
☐ Approved ☐ Approved with changes/corrections ☐ Resubmit

Signature / Date

PROPOSED LID LATCH

SAFEWASTE MULTI-FIT SPECIFICATIONS

1. PART DIAGRAM



2. MATERIALS USED

Main body

Engineering-grade elastomer

Clip stud

Engineering-grade plastic

3. PROPERTIES

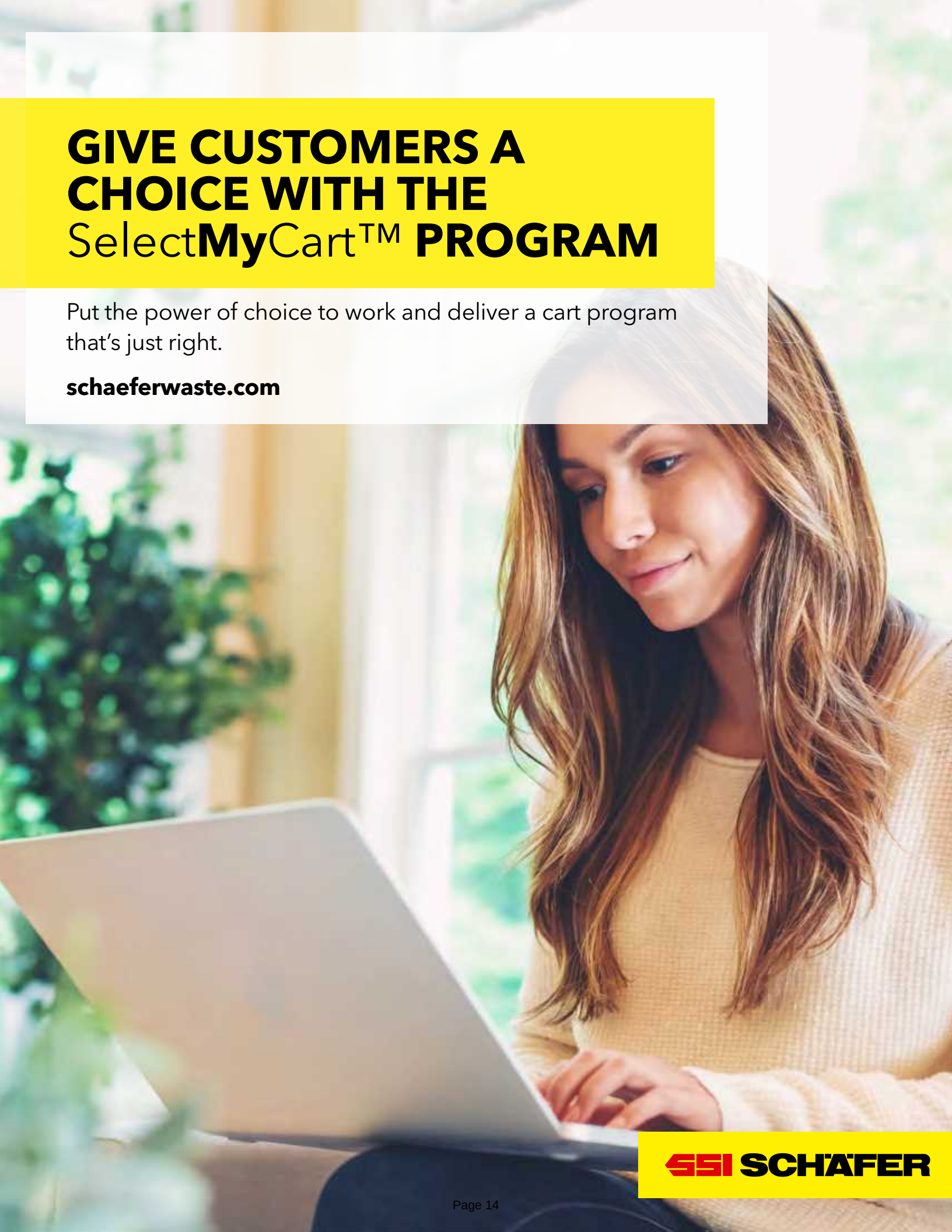
Main body

- Excellent flex and memory characteristics over a wide range of temperatures
- High abrasion and tear resistance
- Impact resistant at low temperatures
- UV stable, very resistant to weathering
- Good chemical resistance, including oils, grease and common solvents
- Anti-microbial

- Environmentally friendly - 100% recyclable
- Material is classified as non-hazardous, does not contain any plasticisers
- F.D.A. approved, and R.E.A.C.H. certified

Clip stud

- High impact strength (even at low temperatures)
- High heat resistance
- Resistant to weathering and high UV radiation
- Excellent rigidity
- Low susceptibility to stress cracking
- Good chemical resistance
- Environmentally friendly - 100% recyclable
- Material is classified as non-hazardous
- R.E.A.C.H. certified



GIVE CUSTOMERS A CHOICE WITH THE SelectMyCart™ PROGRAM

Put the power of choice to work and deliver a cart program that's just right.

[schaeferwaste.com](https://www.schaeferwaste.com)



LET SCHAEFER DO THE HEAVY LIFTING ON DATA COLLECTION

When rolling out an updated or new waste or recycling cart program sometimes a one-size fits all approach may leave residents wanting more. With SCHAEFER, our industry experts have the tools you need to engage and get feedback from residents on what they need or want when it comes to meeting their waste, recycling, or compost needs.

New or updated cart programs aren't business as usual, so let the experts who have the knowledge and best practice know-how handle everything from start to finish.

The Select**My**Cart™ program from SCHAEFER is technology that provides an easy way to get the data you need from residents and business owners. This innovative program provides a turnkey solution for both municipalities and private haulers to engage residents and business owners regarding pertinent information that helps shape a cart program.

Allow SCHAEFER to handle the phone calls and emails during the cart request process, so your team can continue to do what they do best.

Select**My**Cart

POWERED BY **SSI SCHAEFER**

Start with a Validated Service List and Accurate Cart Selection Guarantee

The Select**My**Cart program provides additional cart service validation too. Each address is validated against the U.S.P.S. and the Canadian Postal Service database, which enables a clean service list for the assembly and distribution rollout. The Select**My**Cart technology provides a size-lock guarantee and ensures that the cart ordered is the cart that is received. This technology eliminates human error. Any address or location outliers are isolated and pulled for additional audit purposes, which saves revenue and asset expense.



Promote Your Message

When needing to promote a certain message regarding sustainability or perhaps new regulations regarding sanitation, using Select**My**Cart is an easy way to get that information out to the masses. An array of touchpoints can be used to engage residents and business owners. Direct mail or cart hangers are used to help promote the cart program and provides any messaging. Each piece is specifically designed to

drive traffic to a custom landing page where more information is located and cart choices are collected. Plus, a local or 800 number allows individuals to call-in and our prompted with a custom message. Again, responses are collected and the data used to help shape your new cart program. SCHAEFER industry experts can help guide you through best practices on messaging and we'll be here to help drive the entire program.

EXAMPLES OF POSITIVE PROMOTIONAL MESSAGING

- A convenient and easy method to store and dispose of waste.
- The new cart is wheeled, which is easier and safer for residents to use.
- Carts keep rodents and pets out of trash.
- A new cart program will keep our city clean by removing trash bags and loose items from the curb.
- Improves collection efficiency.
- Reduction in employee injuries from hazards such as heavy lifting, sharp objects, etc.
- Provides cost savings due to a reduction in worker compensation claims and provides lower insurance premiums.
- Provides a cleaner city for everyone to enjoy.

****PLEASE VISIT [SELECTMYCART.COM/PALMBAY](https://selectmycart.com/palmbay) TO SEE A LIVE PAGE****



Students must use their new trash can for 90 days. After that time period, you may request a different can size.



Palmer Essay

Environ Biol Fish (2015) 98:1111–1121

By placing your order, you agree to the [Salsbury Industries Privacy Policy](#) and [Terms & Conditions](#).

SelectMyCart

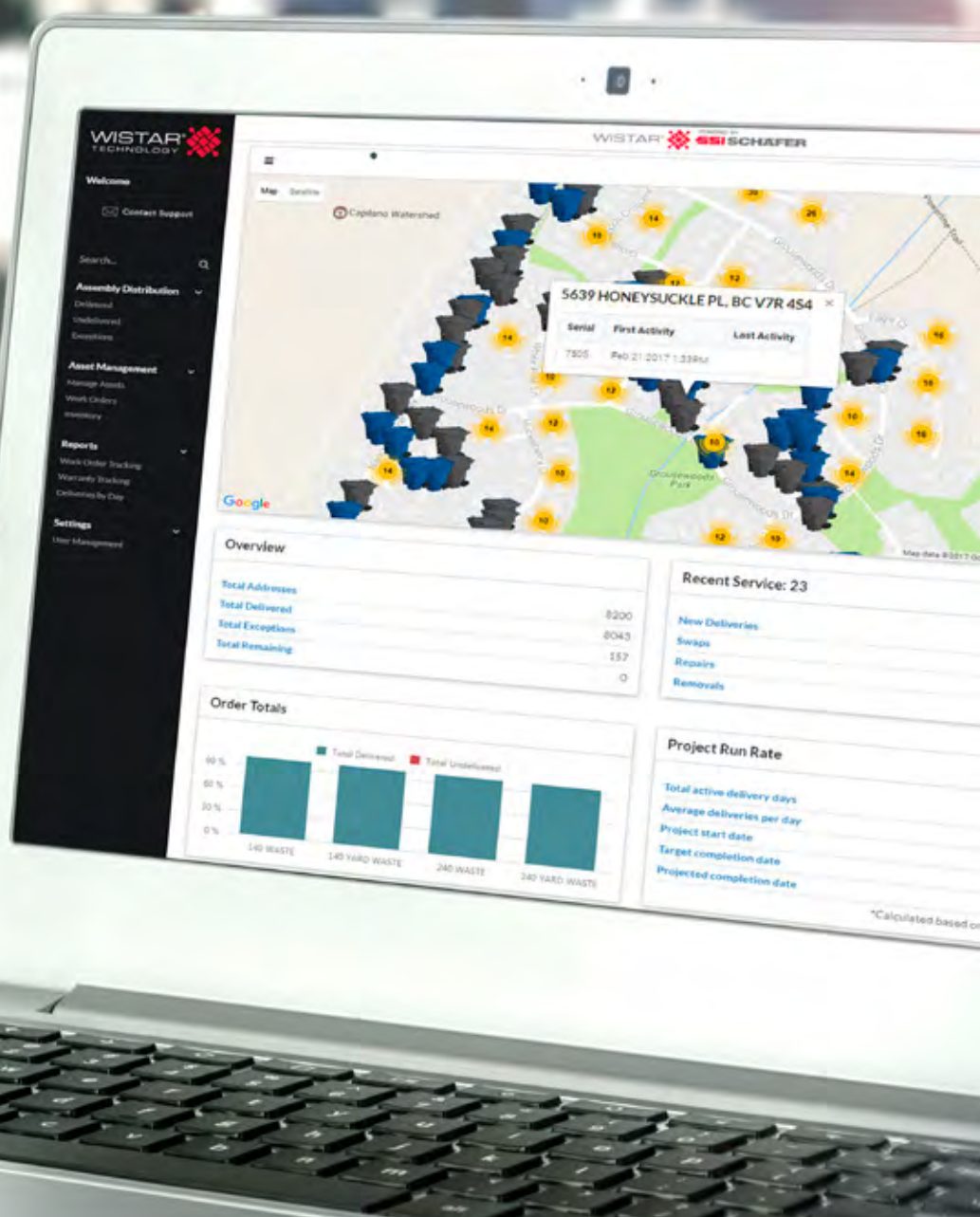
SelectlyCar is powered by SCHWILLER. SCHWILLER is one of the most respected and innovative manufacturers and distributors of waste technology products in the world serving municipalities, government agencies and private leaders. Priority Policy.

WISTAR® THE LATEST IN CART TECHNOLOGY

WISTAR® is a complete end-to-end software solution for managing all waste assets and operations.

schaeferwaste.com

WISTAR®
TECHNOLOGY



SSI SCHÄFER

CART MANAGEMENT TECHNOLOGY THAT LEAVES NOTHING TO WASTE

Imagine your cart assets being managed by a comprehensive life cycle system. Only WISTAR®, by SCHAEFER, makes that possible.

Designed by SCHAEFER, WISTAR is the next evolution of asset management technology designed specifically for the waste and recycling industry. With today's growing population, waste and recycling carts represent a substantial investment for municipalities and private waste and recycling haulers. Using RFID (radio frequency ID) technology, WISTAR improves asset management and customer service so the word "waste" doesn't define lost revenue or opportunities.



Do you know where your containers are? WISTAR® does

Learn more about how WISTAR® can help service customers immediately. Get real-time visibility of assembly and distribution of your new program. WISTAR provides an easy to use dashboard with house assignments, which are supported by GPS coordinates for each cart delivery location. Custom and on-demand reporting gives you the power to manage audits, track delivery confirmation, repairs, and more.

WISTAR® also allows easy viewing on the go. Gain insights in the field with a mobile enabled display and a mobile app version. You'll have everything you need to service customers no matter where you go.



Manufacturing

Successful asset management begins with a successful system

For years, SCHAEFER has been recognized for turnkey solutions and having the most desirable carts in the industry. WISTAR® combines the manufacturing strength of SCHAEFER with RFID technology that enables monitoring of your assets.



MANUFACTURING FEATURES:

- Unique tag ID number paired with the serial number of each cart
- Immediate ability to track carts in real-time
- Thorough testing that assures unmatched quality

LONG-TERM DURABILITY

WISTAR RFID tags are embedded for extra security inside SCHAEFER cart handles. It's an extra step that provides longer wear, weather proof results, and gives a guarantee for 10 years.



Assembly & Distribution

Technology that puts data at your fingertips

Once the assembly and distribution crew scans an RFID tag with WISTAR technology, an instant scan data capture makes information available and deployment more efficient.



ADVANTAGES:

- Visible delivery verification on an user-friendly WISTAR asset management dashboard
- GPS Coordinates stored for highly accurate inventory data
- Ability to interact and audit assets in real-time through full web and mobile access



Assembly and Distribution (A&D) Overview:

- Deliver two (2) carts each to approximately 27,000 single-family homes located in Arvada, CO prior to the collections start date of July 1, 2021 (A&D scheduled for June 7-25).
- Carts are designed for the collection of municipal solid waste and recycling. The majority of carts will be 95-gallons however, some 35- and 65-gallon carts will be deployed based on selections made by residents on the SelectMyCart landing page.
- The A&D phase is managed from start to finish by SSI utilizing our state-of-the-art WISTAR® technology. All assets can be tracked in real time on the WISTAR® dashboard.
- Reports are available for download on the WISTAR® dashboard and are provided to the customer at the end of each day and at project completion.
- SSI utilizes capabilities built into WISTAR® to perform a comprehensive route audit during the project. Delivery crews will track any exceptions found during the A&D using WISTAR® enabled readers; exceptions codes are customizable for each project and ensure every address is accounted for.

Preparation

- Upon award, SSI's Project Manager will provide a communications roster and project checklist that identifies all deliverables and timelines identified.
- The address list provided to track resident cart selection is uploaded to our WISTAR® asset management system, along with the cart size(s) and stream(s) required for each address.
- **ITEM PROVIDED BY CITY: ADDRESS LIST IN REQUIRED FORMAT (EXCEL TEMPLATE PROVIDED BY SSI)**
- Two weeks prior to the A&D start date, a pre-deployment call will be held involving all key personnel to review the pre-deployment checklist cover any remaining items.
- Data accuracy is of the utmost importance for any project. Crews will assign the carts from inventory to addresses using WISTAR® enabled handheld readers. By inputting this data into the WISTAR® dashboard and using our WISTAR® enabled readers for the A&D, we can ensure the correct size cart(s) deliver to the correct address. The system will not allow A&D crews to deliver a different size that what is required.

Execution

- Inbound cart shipments will begin to arrive at the staging area via 53' tractor-trailers one week prior to the A&D start date to ensure sufficient quantities are available to begin deliveries. A&D crews will offload and stage carts in neatly organized stacks to prepare for deployment (6-8 truckloads per day during pre-receiving). One (1) three man crew is required for offloading.

- Carts will be assembled and delivered to homes from June 7-25th. Delivery is by the selected route, and the preferred start to finish order will be determined on the pre-deployment call. The optimal approach is to run a selected collection day/route from start to finish.
- **ITEM NEEDED FROM CITY/REPUBLIC: ROUTE MAPS USED FOR COLLECTIONS**
- Six (6) four man crews will be required to complete this project over the month of June. Each crew will deliver approximately 500 carts per day. Daily delivery quantities will be approximately 3,000 per day for a total of 18,000 carts delivered each week (Monday – Saturday). One (1) three man will remain at the staging yards to receive carts and stage carts for pickup/delivery.
- Distribution of carts to is handled using 26' straight box trucks and/or ¾ ton pickups and 20' utility trailers. This is the optimal approach and adheres to all D.O.T safety regulations and standards.
- Each workday will begin at 7:00 A.M. and conclude no later than 9:00 P.M., Monday – Saturday, or as directed by the customer.
- Carts are assembled at the curbside, educational literature is attached to one cart per home, and the cart RFID tag is scanned to collect delivery data. WISTAR® enabled RFID readers are used to scan carts at the curbside to record all delivery data, including the cart serial number. This provides proof of delivery for each address carts are delivered.
- Upon completion of each day, a delivery summary is communicated to all parties noting pertinent details regarding deployment. The data stored in each WISTAR® enabled handheld reader is uploaded to the WISTAR® dashboard and available for reporting.
- SSI personnel will continually communicate with designated City personnel to ensure logical flow of delivery to all residents.
- Ongoing throughout and upon project completion, the staging yard will be cleared of trash and organized to maximize efficiency.
- All crews will have cell phone capability for optimal communication.
- All crews will be dressed in an appropriate manner and be courteous with the public at all times.

Original Purchaser: _____

P.O./Contract Number: _____

Date of Purchase: _____

Residential/Recycling Cart Warranty

SSI Schaefer warrants the component parts of SSI Schaefer manufactured refuse/recycling containers from failure in normal and regular use due to improper or inadequate materials or defective workmanship for a period of ten (10) years from the above date. The warranty extends only to the first purchaser of the containers. In the event containers are sold through a registered SSI Schaefer distributor, the warranty will extend to the first purchaser from the distributor.

Warranty Considerations

Warranty considerations are divided into three (3) parts and will be determined, each on its own merit, jointly by the Buyer and Manufacturer. The manufacturer shall have the right to inspect, test and reclaim the allegedly defective containers.

1) Normal wear and tear:

- “Normal use” of a residential refuse/recycling cart is considered to be the collection of residential solid waste/recyclables in conjunction with an approved semi or fully automated mechanical lifting device
- Scratches, dirt or accumulation of, or any other substance
- Normal deterioration and possible discoloration due to atmospheric exposure

2) Operator Error:

- Operating lifter, fully and semi-automated, while container lifter and blade are operating jointly
- Excessive shaking of containers during the dumping cycle
- Forcing the container into the packing blade
- Dropping the container into the hopper
- Extraordinary impacts into the curb or street
- Being used other than for storage, transport and dumping of normal household residential solid waste/recyclables
- Unwarranted dumping and use of container for solvents, petrochemicals, paints, acids or other chemicals. Liquid storage/transport, bulk solids, construction and industrial remnants
- Proper orientation of cart in conjunction with lifter
- Failure to follow instructions imprinted on cart lids
- Dropping stacks off delivery trucks, improper stacking, allowing water to freeze in stacked carts
- Operator tampering of lifter speeds

- Any alterations, additions and/or structural changes made to any components of a SSI Schaefer refuse/recycling container immediately voids, cancels and nullifies this warranty

3) Improper working condition of equipment:

- Excessive cycle times of lifters
- Incorrect pressure settings of trucks and lifters
- Cuts, creases, scores caused by improper lifter pressures and the presence of worn belts, pads and sharp pinch points
- Improperly installed lifters
- Scratches, cuts, creases, scores, punctures

Administration of Warranty

SSI Schaefer must be notified in writing immediately of any and all warranty issues and send to the following:

Schaefer Systems International, Inc.
10021 Westlake Drive
Charlotte, NC 28273
WTD Customer Service Dept.

Warranty Replacement

Upon agreement of parts determined to be defective by SSI Schaefer, said parts shall be repaired or replaced at SSI Schaefer's option. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Repair or replacement is the sole remedy under this warranty. This warranty is in lieu of any other warranty, expressed or implied, including warranty of merchantability. In no event shall SSI Schaefer be liable for incidental or consequential damages or delay in performance resulting from the defect. Under this warranty, SSI Schaefer shall not be liable for any transportation or other direct or indirect charges.

*****Freight charges will be covered if specified as such in the bid or RFP*****



REQUEST FOR PROPOSAL

Proposal #: RFP-20-Waste and Recycle Carts

Title: Waste and Recycle Carts

RFP Issued: 9/30/2020

Question Deadline: 10/8/2020 1:00 p.m. local time
Questions and responses will be posted on BidnetDirect.com

Proposals Due By: 10/21/2020 1:00 p.m. local time

Electronic Submissions must be submitted online at BidNetDirect.com.

Limit the # of separate submission documents, preferably to 1, and the company name must start the uploaded file name as these will be moved to a shared Team Drive for evaluation. Late responses will not be considered for award.

Projected Start and end Date: mid to late June 2021

Submit questions on BidnetDirect.com

Arvada Vision: We dream big and deliver.

Mission: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

Values:

Innovation – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.

Passion – We are a high performing, inclusive team inspiring each other to pursue excellence.

Opportunity – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.
3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.
4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
 - 4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
 - 4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.
5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.
6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.
7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.
8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.

9. **ASSIGNMENT.** Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.
10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.
11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.
12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.
13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.
15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.
16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.
17. **WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.
18. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada will pay Contractor for requested work performed up until the time of termination, not to exceed the total amount of the contract price agreed upon by Arvada and Contractor.

19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.
20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.
21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.
23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.**
- 26.1. Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under the Agreement, through participation in the E-Verify Program or the Colorado verification program established pursuant to §8-17.5-102(5)(c), C.R.S.
- 26.2. Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- 26.3. Contractor shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (CDLE) ("Department Program") to undertake pre-employment screening of job applicants while the Agreement is being performed.
- 26.4. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
- 26.4.1. notify the subcontractor and Arvada within 3 days,
- 26.4.2. terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and

- 26.4.3. comply with reasonable requests made in the course of an investigation the CDLE takes pursuant to §8-17.5-102(5), C.R.S.
- 26.5. If Contractor participates in the Department Program, Contractor shall:
- 26.5.1. deliver to Arvada a written, notarized affirmation that Contractor has examined the legal work status of such employee, and
- 26.5.2. comply with all of the other requirements of the Department Program.
- 26.6. If Contractor fails to comply with any requirement of this provision or §8-17.5-101, *et seq.*, C.R.S., Arvada may terminate the Agreement for breach and Contractor shall be liable for damages.
27. **PUBLIC CONTRACTS WITH NATURAL PERSONS, §§24-76.5-101, *et seq.*, C.R.S.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the effective date of the Agreement.

SPECIAL TERMS AND CONDITIONS

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT:

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. OPTION TO RENEW FOR SUBSEQUENT YEARS

The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract, at which time the City shall have the option to renew the contract for 4 additional one year periods; provided that the vendor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period. During the option period, the City will not consider an adjustment to the pricing structure. For consideration, the vendor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

3. CONTENTS OF OFFER. Vendors are required to submit offers with the following conditions:

- 1) Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- 2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- 3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- 4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. CLARIFICATION AND MODIFICATIONS. The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Vendors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation.

5. ELIGIBILITY OF VENDORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED.

Offers will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Vendors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a vendor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

6. CONFIDENTIAL DOCUMENTS

Vendors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. *See, International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District*, 880 P.2d 160 (Colo.App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Vendor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Vendor. By its submission of the Proposal/Response, Vendor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Vendor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Vendor's objection.

7. COOPERATIVE PURCHASING

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CEPC).

We hereby request that any member of MAPO/CEPC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFP, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is understood and agreed that the City of Arvada is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

8. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

9. DELIVERY

Quoted prices and deliveries are to be FOB Destination freight prepaid and shall require door to door delivery throughout the City. Title and risk of loss shall pass to the City upon inspection and acceptance by the City at its designated point of delivery; unless otherwise specified in the Special Conditions.

10. CONDITION OF MATERIALS AND PACKAGING

All materials and products supplied by the vendor in conjunction with this solicitation shall be new (unless otherwise specified in the Special Conditions), warranted, free from defects, and consistent with industry standards.

The Solicitation price shall include commercial packaging. The materials and products shall be delivered to the City in excellent condition for inspection by City representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the vendor shall either replace the damaged items (if shipped by the vendor) or be responsible for filing, processing and collecting all damage claims (if shipped by a contractor of the shipper). In the event that any of the materials and products supplied to the City by the vendor are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the vendor at no cost to the City; either as an exchange for suitable merchandise or for full credit.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected vendor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$1,000,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

ADMINISTRATIVE INFORMATION**1. PURPOSE - TO OBTAIN PROPOSALS:**

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal.

Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, the Proposals will not be accepted and will be returned to the vendor.

Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

- 1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 2) Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- 3) Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
- 4) Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to Offers- Changes to the Offer after the submission deadline shall be allowed only when the vendor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the vendor's name, address, Solicitation Number and title included.

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90) calendar days. If an Offer is withdrawn by the vendor during this ninety (90) day period, the City may, at its option, suspend the vendor and may not accept any Offer from the vendor for a six (6) month period following the withdrawal.

REJECTION OF OFFERS

- A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
 - 1) The vendor misstates or conceals any material fact in its Proposal;
 - 2) The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
 - 3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
 - 4) The Offer does not include documents which are required for submission with the Offer; or
 - 5) The Offer has not been executed by the vendor through an authorized signature.

B. The City may, at its sole and absolute discretion:

- 1) Reject all or parts of Offers submitted by prospective vendors;
- 2) Re-advertise this Solicitation;
- 3) Postpone or cancel the Solicitation;
- 4) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
 - a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - c) has pending litigation against the City on the date and time that the Solicitation is due.

4. BEST VALUE AGENCY

The City of Arvada is a best value agency. The intent of this solicitation is to award to the lowest responsive, responsible proposer that meets or exceeds the specifications and requirements incorporated in these solicitation documents. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

5. SAMPLE CARTS:

Following the Proposal opening, Suppliers shall be prepared to furnish a sample of the cart they propose to furnish within 5 business days of request for sample. ALL SAMPLE CARTS MUST BE FURNISHED AT NO CHARGE TO THE CITY and if not destroyed during evaluation, sample carts will be made available for the Supplier/vendor to recover.

All sample carts MUST be clearly marked with Supplier's/vendor's name and delivered to the City with complete specifications and descriptive literature. The cart must be imprinted with a graphic, but may be any entity. It is not required to be the City of Arvada graphic.

6. ESTIMATED QUANTITIES:

All quantities are estimated. The estimated quantities are used for assisting in the determination of which carts may be purchased by the City for solid waste and/or recyclables.

7. PENALTY

Because time is of the essence, if delivery of the completed unit is delayed beyond the mandatory delivery schedule, one-tenth of one percent per affected cost will be assessed against payment to the supplier (Proposer) for each calendar day beyond the mandatory delivery date. Only acts of God such as tornado, flood, etc., will be considered by the City in delaying the delivery date without penalty.

8. ALTERNATIVES TO SPECIFICATIONS

Any alternatives from specifications shall be noted here (or attached on company letterhead). Alternatives should be clearly worded and supported by sufficient reference material for the City's review alternative means the Proposer is complying 100% to the specifications or could result in loss of bid if found not to be true.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:

It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee.

The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria:

- 1) Firm Capabilities, effective project approach, including safety, internet Landing Page, delivery and deployment plans.
- 2) Conformance to technical specifications including cart esthetics and color choices
- 4) Price of carts and deployment
- 5) Life cycle, warranty and environmental benefits of the product.

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

PRESENTATIONS:

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

SCOPE OF WORK

BACKGROUND:

The City of Arvada City Council has approved an Ordinance to provide single hauler trash services to residents using variable waste cart sizing and 96 gallon recycle to all participating residents. It is the intent of this Request for Proposal to procure trash and recycling carts for use in the City's residential curb-side recycling program. Republic Services will serve as the collecting service contractor for the City's residential program. Carts must be deployed during the month of June 2021 to meet the first collections beginning July 5, 2021. The detailed specifications also include a resin price adjustment clause to mitigate risk to both parties.

All single family non-HOA residence will receive a choice of container sizes. Cart sizes may vary in the following range small 32-35 gallons, medium 64-65 gallon and large 95-96 gallon. For purposes of this RFP, we will refer to the sizes as 32, 64 and 96. Note 96 and 64 gallon is to be used as a general description to the cart size as it is recognized that actual size capacities may vary from each manufacturer. The carts must be compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI Type G). The City will accept Proposals for either rotational or injection molded carts. The containers shall be designed for the collection of single stream recyclable material.

The City of Arvada has over 120,000 residents in over 38,000 homes eligible for the program. HOAs are not required to participate, but may do so and some are anticipated to join the program immediately, as well as in future years.

The INITIAL ORDER for carts should be anticipated at approximately 27,000 homes with 2 carts (one trash and one recycle) per home for an initial order and deployment of approximately 54,000 carts. Each residence may choose extra carts if their initial choice is the largest cart. A more precise number of carts required will not be established until January-February of 2021.

The awarded vendor will also be responsible for implementing and managing a landing page, approved by the City and Republic Services to receive cart sizes from residents and deployment of the correct cart size to each residence in the City.

Carts will be required to be received at two City designated sites. These sites will be secured by fencing. The initial **estimated** cart order for the June 2021 delivery is expected to be **approximately** 27,000 variable sized waste carts and 27,000 96 gallon recycle carts.

Assembly and Delivery and deployment are an integral part of this Proposal. A landing page for order taking by the cart manufacturer, software and associated equipment to collect data from the RFID tags must also be included in this Proposal in the cart price.

Cart colors are dependent on the successful Cart Manufacturer offering, however, the City anticipates all cart bodies to be one standard color – matte black or matte dark grey. Trash and recycle carts will be differentiated by lid colors; black/dark grey for trash and blue for recycle.

The carts must have the City name and logo embedded in the cart body and be included in the cart price. Braille must be an option for an additional fee to the City.

A percentage of carts, yet to be determined, will require lids that can be secured. Options for lids must be included in the response. These options are not intended for securing trash from bears, rather for high wind neighborhoods. An actual lock is unnecessary.

Manufacturer must be a wholly-owned and operated U.S. corporation. All container and lid manufacturing must be conducted within the United States.

Manufacturer must provide details of any current or past litigation in the past five (5) years involving its containers or contractual obligations.

ALL carts will be fitted with UHF Radio Frequency ID tags (RFID tags).

Manufacturers are required to provide the following:

Per cart pricing for the purchase of an initial order of waste carts meeting the specifications contained herein.

A detailed order taking plan that includes a landing page, managed by the manufacturer, for residents to place their variable cart size order with the option to order extra waste or recycle carts in variable sizes. Extra cart(s) may only be ordered if the initial cart order includes the largest (96 gallon) waste or recycle cart.

A detailed assembly and distribution plan that provides for the distribution of the carts to residents between June 7 and June 30, 2021. This plan must include descriptions of manpower and equipment required, staging space required, hours of operation for the distribution and a process to verify that the distribution is adhering to schedule while the distribution is being executed. Distribution also includes the assignment of the unique RFID tag in each cart to each residential unit. The City will provide a database of accounts to allow assignment of carts.

The City intends to award to the most responsive, responsible Supplier that provides the best Proposal meeting the requirements set forth herein and most advantageous to the City and therefore reserves the right to accept or reject any or all Proposal or Proposals and to award in the best interest of the City. The assembly and distribution plan and software solution will be an integral part in the decision-making process to award the purchase contract.

The City has designed these specifications in order to include as many potential vendors as possible with quality equipment. Please note where your cart is equivalent to or exceeds the specification. Any and all exceptions taken must be identified with a detailed description as to how the proposed equipment is equal to or exceeds the requested specification. Independent test data should be provided. The City may seek the services of an independent firm to assist with the evaluation.

A. CART DESCRIPTION:

1. The container must be rotational or injection molded.
2. The container must meet ANSI Z245.30-2008 and ANSI Z245.60-2008 standards.
3. The capacity of the carts, not including the lid, must be approximately 96, 64 and 32 gallons respectively, as measured by the test procedure in Appendix A of ANSI Standard Z245.30-30-2008.
4. Plastic resin must be first quality high density polyethylene for injection molded or medium density polyethylene for rotational molded, and be 100% recyclable.
5. Suppliers must submit color chips of their palette of black, dark grey, blue and green color options. Supplier must submit a specification sheet from polyethylene manufacturers with their proposal.
6. The carts must contain some recycled plastic in cart and lid, Supplier to list the percentage that they propose to include.
7. The container shall be stabilized against ultraviolet rays with color pigment and ultraviolet inhibitors. Suppliers must supply manufacturer's sheet detailing UV stabilization.
8. The cart must have a minimum wall thickness of 0.175 inches for injection molded and 0.160 for rotational molded.
9. The top of container must be molded with a reinforced rim to add structural strength and stability to cart. This rim serves as a barrier to escaping odors, pest, wind and water entering cart.
10. The interior of cart shall be smooth and free of pockets, recesses, and anything that will prevent the complete dumping of its contents.
11. There shall be a wear ridge molded around the perimeter of the cart bottom to prevent abrasion wear through.
12. The cart shall be equipped with the attachment points which make it compatible on standard American semi-

automated bar-locking lifters and automated arm lifters. The lower attachment bar must rotate 360 degrees.

13. To insure cart durability under unusually heavy loads the cart must have a load rating equal to the maximum allowed by ANSI Standards of 3.5 pounds per gallon of volume.

14. Maximum weight for the assembled 96 gallon 37 lbs.; 64 gallon 27 lbs.

15. Wind Stability. Please Provide certification with Proposal.

B. HANDLE:

1. Push-pull handles shall be molded as an integral part of the cart body.

2. Handles shall conform to ANSI 245.30-2008.

3. Must not be able to rotate on its own axis.

C. LIDS:

1. The lid shall be made from the same material as the body and shall be configured in such a manner that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly.

2. Lids shall be water tight, prohibit vermin from entering and odor emission from exiting.

3. Lid attachment is critical to the durability of the cart. Lids attached with fasteners such as metal screws and or bolts are not acceptable.

4. The lid must open from a closed position through a full 270-degree arc using easily accessible lifting mechanisms. Lids should not interfere with the flow of refuse from cart during the dumping cycle.

5. Handles for the opening of lids shall be easily accessible without having to touch the internal portion of the cart.

6. A mechanism to secure the lid must be an option for high wind areas.

D. WHEELS AND AXLES:

1. The wheels shall be made of one-piece molded plastic construction.

2. Each container should be equipped with two (2) plastic molded wheels, rated for minimum 200 lbs. loaded per wheel. Attachment system must securely hold wheels through, at minimum, 10 years of weekly automated dumping. Suppliers must quote their standard wheel size and all must be at least a 10-inch diameter.

3. Axles must be at least 5/8" diameter zinc chromate plated solid high strength steel fully supported by cart body. Axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container.

Axles may be mounted in the container body through yokes molded into the container body and providing permanently lubricated bearing surfaces. Yokes must be well braced and provide support against forces tending to bend axle.

E. METAL TUBING

All metal tubing used in the lift bar must be a minimum of 16 gauge and be prepared to remain free of rust and corrosion as determined by the City for the duration of the warranty.

F. CART IDENTIFICATION AND MARKINGS:

1. Serial numbers shall be stamped on cart.

2. The City of Arvada seal shall be hot stamped on each side of cart.

3. All ANSI and regulatory labeling of cart must be stamped on the lid.

G. REFERENCES:

All Suppliers shall supply with the Proposal, a reference list of at least (5) Five cities using at least 60,000 carts with fully automated system trucks. Complete and accurate contact names, addresses, telephone, and e-mail addresses must be provided. Failure to submit this requirement will result in disqualification of Proposal.

H. WARRANTY:

Supplier must submit with Proposal document, which clearly states the exact warranty of Supplier. The non-prorated warranty must be for no less than ten full years and must specifically provide for no-charge replacement of any components parts, which fail in materials or workmanship for a period of ten (10) years after installation. The Suppliers warranty is understood to include, whether stated in Suppliers warranty or not the following coverage:

- a. Failure of the lid to prevent rainwater from entering the container when closed on the container body.
- b. Damage to the container body, the lid or any component parts through opening or closing the lid.
- c. Failure of the body and lid to maintain its original shape.
- d. Failure of the wheels to provide continuous, easy mobility, as originally designed.
- e. Failure of any part to conform to minimum standards specified herein.

If the Supplier is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the Suppliers. The Supplier must submit with a Proposal letter from the owning entity which clearly states its obligation and commitment to honor the warranty of this letter to be signed by the owning entity's top officer (President or CEO) and notarized.

I. REPLACEMENT PARTS

The awarded contractor/vendor shall provide the continuous availability of parts over the warranty period. If the contractor/vendor fails to comply with this requirement, it shall provide total replacement of the container including lids, wheels, axle, grabbers and any and all incidental parts required to replace or rebuild carts to make it fully operational per these specifications.

The Awarded Vendor will provide an Inventory of 100 complete sets of replacement parts for the 96 gallon carts and 25 complete sets for the 64 and 32-gallon cart spare parts at NO CHARGE at Deployment in June 2021.

J. PROTOTYPE:

The awarded contract vendor must provide the City of Arvada each manufactured prototype cart for final approval prior to the start of mass production.

K. ASSEMBLY & DEPLOYMENT REQUIREMENTS:

1. Assemble and distribute containers to addresses provided by the City.
 2. Attach to each container instructional/promotional materials provided by Republic and the City.
 3. Container assembly and distribution must begin no earlier than June 7, 2021 and no later than June 11, 2021.
- Container delivery and assembly may be staged so that all containers do not arrive on the same day. However, arrival of containers must not delay completion of container delivery beyond completion date of June 30, 2021.
- Container delivery shall not begin before 7:00 AM and shall not extend beyond 9:00 PM, Monday through Friday.
- Liquidated damages in the amount of \$5,000 per day will be assessed to the successful Supplier for each day cart delivery completion extends beyond June 30, 2021.

The specification checklist must be filled out completely and all requested supplemental information provided as attachments referenced in this checklist.

MANUFACTURER/ MODEL Schaefer USD 95Q, 65M & 35B

A. GENERAL:

	REQUIRED SPECIFICATIONS	YES	NO
1	Container and its component parts at a minimum, shall meet all testing standards as set forth by ANSI Waste Container Safety Requirements (Z245.30-2008), and Waste Container Compatibility Dimensions (Z245.60-2008). Independently certified copies of ANSI Container Tests must be submitted. Where appropriated, the load under which the container was tested must be stated. The tests must state the make and model of the container tested and must match the containers being proposed.	X	
2	Stability in windy conditions – 95/96-gallon models remain upright in ____ (insert mph in Yes column) wind when empty on level surfaces. Certified wind tunnel testing or equivalent must be attached!	Front: 36 mph; Back: 37 mph; Sides: 42 mph;	
3	System wide aesthetics (all size models similar in appearance).	X	
4	Ergonomics (User friendly design to allow for easy tilting of a fully loaded container without the user having to use his or her foot for leverage.)	X	
5	Proposed container is manufacturer's latest design.	X	
6	The carts must be compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI Type G). The City will accept bids for either rotational or injection molded carts. The City has designed these specifications in order to include as many potential vendors as possible. Please note where your cart is equivalent to or exceeds the specification. Any and all exceptions taken must be identified with a detailed description as to how the proposed equipment is equal to or exceeds the requested specification. Independent test data should be provided.	X	

B. MATERIALS AND MANUFACTURING PROCESS:

	REQUIRED SPECIFICATIONS	YES	NO
1	The container must be Rotational Molded Linear MDPE or Injection Molded HDPE. Molding Process; <u>Injection Molded</u> PLEASE SPECIFY – THIS IS NOT A YES/NO	Injection molded	
2	Proposer warrants that material used is a specified material. Proposer must submit material manufacturer's material specification with bid.	X	
3	Plastic resin must be first quality high density polyethylene for injection	X	

	molded or medium density polyethylene for rotational molded, and be 100% recyclable. All Cart bodies shall be Black or dark grey in color; points shall be added for colors and textures that hide dirt/grease, etc. Lid colors: Black, Blue, possible green in the future Proposer must submit a specification sheet from polyethylene manufacturer with bid. Technical data sheets identifying the material(s) and its properties shall be submitted with each bid. Type of manufacturing process –rotational or injection – shall be stated.	X	
4	Material must be stabilized to prevent degradation by ultraviolet light. No less than .5% (one half of one percent) Tinuvin\Chimassorb 783, or UV 531 or equivalent. Proposer must provide manufacturer's sheet detailing UV stabilization.	X	
5	In order to further the goals of the City's Recycling Program, the Proposer must provide containers with a minimum of 30% recycled resin content. The use of 50% or more recycled resin content is preferred. Additional points may be assessed for Post-consumer recycled content. Proposer will state the percentage of recycled content in the containers proposed. Recycled resin content. <u>20%</u> Post-consumer recycled content: <u>30%</u>	50% total recycled content	
6	All components of the container shall be 100% recyclable.	X	
7	Proposer shall have the capability to take back the entire container for recycling at any time during the life of the container.	X	
8	Each container shall be stable and self-balancing. Container must be easy for a citizen to tilt to the roll position when fully loaded while keeping both feet on the ground. The City will conduct testing of loaded sample containers to verify each of tilting.	X	

C. CONTAINER DESIGN FOR 95/96 GALLON CONTAINER:

	REQUIRED SPECIFICATIONS	YES	NO
1	The container shall have a nominal wall thickness of at least 0.140 inches. The thickness of the container bottom corners must be a minimum of 0.165 inches.	X	
2	Weight of the 96-gallon container when empty should be thirty-two (32) to thirty-seven (37) pounds, fully assembled.	36.lbs.	
3	The top of container must be molded with a reinforced rim to add structural strength and stability to cart. This rim serves as a barrier to escaping odors, pests and water entering cart.	X	
4	Each container must be equipped with attachment points which make it compatible with the standard American semi-automated bar-locking lifters and fully-automated lifters. The upper lift point must be integrally molded into the body of the container and suitably reinforced. The lower lift bar must be field replaceable, galvanized schedule 60 steel tubing 1" in diameter. A container design that does not leak at the lower lift bar is preferred.	X	
5	The City prefers a container that will stack one inside another when fully assembled. Please note how high the carts will stack when fully assembled in the Yes column.		Carts do not nest when fully assembled. Carts ship in stacks of 13 (wheels and axles must be assembled).
7	The 95/96-gallon container should be capable of accommodating a minimum of 500-pounds, excluding the weight of the container.		333 lbs.
8	Interior and exterior surfaces should be non-porous, uniform in appearance, and free of foreign substances, shrink holes, cracks, blowholes, webs, and other superficial or structural defects that could adversely affect the appearance and performance of the container. It should not support combustion or bacterial growth.	X	
9	The interior should be smooth and free from crevices, recesses, projections and other obstructions where recyclables could become trapped.	X	
10	The body of the container shall have a minimum of ¼" molded-in wear strip along the outside bottom edge to withstand abrasion and wear associated with street contact during moving and lifting.	Dual 3/8" wear strips	

D. LID ASSEMBLY:

	REQUIRED SPECIFICATIONS	YES	NO
1	Each container should be equipped with a convex shaped lid designed to continuously overlap the body. It should be designed to prevent rainwater and rodents from entering the container.	X	
2	The lid should be of one-piece construction with a convenient means of grip on the front corners for easy opening. Bolted on handles are unacceptable.	X	
3	The lid hinge should be securely attached to the handles using a rust-proof fastener system.	X	
4	The lid should open to a position 270 degrees from the closed (horizontal) position and hang open without stressing the lid or container body.	X	
5	For safety reasons, when opening the lid manually, hands should not come in contact with the front base of the lid.	X	
6	The lid should have an in-molded rim on the underside circumference to serve as a vector barrier and condensation collector.	X	
	Containers, when empty, must not overturn when lids are thrown open.	X	

E. WHEELS AND AXLES:

	REQUIRED SPECIFICATIONS	YES	NO
1	Axle shall be ¾ inch diameter, rust resistant, tempered, rolled solid steel for injection molded. Axle shall be 5/8-inch diameter, rust resistant, tempered, rolled solid steel for rotational molded. Axles should be mounted in the container body through yokes molded into the container body and providing permanently lubricated bearing surfaces. Yokes must be well braced and provide support against forces tending to bend axle. Please note axel yield strength in the Yes column:	X 500 N/MM2	
2	Each container should be equipped with two (2) plastic molded wheels, rated for 200 lbs. loaded per wheel. Attachment system must securely hold wheels on through 10 years of automated dumping. Diameter for injection molded 96-gallon cart is 12 inches. Diameter for rotational molded 96-gallon cart is 10 inches. Proposers must quote their standard wheel size and all must be at least a 10-inch diameter.	95Q: 10" 65M: 10" 35B: 8"	
3	Wheel color is black.	X	

G. DIMENSIONS FOR 95/96 GALLON CONTAINER:

CONTAINER DIMENSIONS	APPROXIMATE	PROPOSED
Overall Height	43 to 47 inches	43.2"
Overall Width	28 to 30 inches	28"
Overall Depth	33 to 35 inches	32.1"
Wheel minimum diameter	10 or 12 inches	10"

H. LABELING AND IDENTIFICATION:

	REQUIRED SPECIFICATIONS	YES	NO
1	Proposer should offer hot stamp City logo and name on all carts with the addition of the recycling emblem (on recycling carts only) on both sides of the container in White and additional info on the front of the lid.	X	
2	Proposer should offer hot stamp on the front of the container in White that says "This container contains_% post-consumer recycled content" in print that can be easily read from a distance of 25 feet. Alternate locations for this hot stamp may be considered if it makes this information more visually apparent to the public.	X	
3	The City will provide a camera-ready digital graphic for an in molded graphic label with recycling information to the awarded Proposer prior to the time of manufacture. The In-Mold label must be approximately 8" x 10" with four color artwork.	X 9" X 9.5"	
4	Proposer should provide a UHF RFID tag installed inside the container handle at time of manufacture. Tags applied with adhesives or accessible to the public on the outside of the container are not acceptable.	X	
5	Container should include easily readable unique serial numbers hot stamped in White. Serial numbers must be stamped on the front of cart with numbers provided by the City of Arvada. The Proposer will maintain a file that will identify the date of manufacture by the serial number.	X	
6	All ANSI and regulatory labeling of cart must be stamped on lid along with other information/directions required by the City of Arvada.	X	

I. WARRANTY:

	REQUIRED SPECIFICATIONS	YES	NO
1	Proposer must submit with bid document, which clearly states the exact warranty of Proposer. The non-prorated warranty must be for no less than ten full years and must specifically provide for no-charge replacement of any component parts, which fail in materials or workmanship for a period of ten (10) years after installation. The Proposers warranty is understood to include, whether stated in Proposers warranty or not the following coverage:	X	
2	Failure of the lid to prevent rainwater from entering the container when closed on the container body.	X	
3	Damage to the container body, the lid or any component parts through opening or closing the lid.	X	

4	Failure of the body and lid to maintain its original shape.	X	
5	Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
6	Failure of any part to conform to minimum standards specified herein.	X	
7	If the Proposer is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the Proposer. The Proposer must submit with bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty. This letter is to be signed by the owning entity's top officer (President or CEO).	X (N/A)	

J. REPLACEMENT PARTS & WARRANTY

	REQUIRED SPECIFICATIONS	YES	NO
1	REPLACEMENT PARTS The awarded Proposer should provide the continuous availability of parts over the warranty period. If the Proposer fails to comply with this requirement, it will provide total replacement of the container including lids, wheels, axle, grabbars and any and all incidental parts required to replace or rebuild carts to make it fully operational per these specifications. A parts price list will be submitted with the bid and these prices should be guaranteed for a five-year period from date of delivery.	X	
2	Warranty Parts: If the City uses any replacement parts for replacements or repairs that are covered by the warranty, the Proposer will replace those parts at no charge, for the part and for delivery. Any components that are designed to be wearing points and need to be replaced should be supplied at no charge to the City for the duration of the warranty period.	X	
3	Non Warranty Parts: Beginning July 2022, and for the following five (5) years the Proposer will submit a parts price list to the City annually representing the current price charges to similar customers. The Proposer will sell parts to the City at prices no greater than the prices listed on the parts price list. All delivery and processing charges, if any, shall be stated on the parts price list and should not be greater than those charged to similar customers. 1000 complete sets of replacement parts per the parts price list enclosed will be included in the overall bid price.	X (100 per Q&A)	
	The Proposer will provide one day of training to approximately 5 Republic Waste technicians. In addition, 10 sets of any specialized tools required to make repairs, remove or install parts must be provided at NO CHARGE to Republic.	X	

K. RFID TAGS

	REQUIRED SPECIFICATIONS	YES	NO
1	Each cart will include passive Ultra High Frequency RFID tags embedded into the cart. All recycling carts will be scanned and associated with the cart serial number and the address where the cart is delivered with the data delivered in excel.	X	
2	RFID tags must be embedded into the cart. Riveted and adhered tags on the body of the cart will not be accepted.	X	
3	RFID embedded tags will contain a standard 96-bit PC memory.	X	
4	RFID tags will support field data writes.	X	
5	RFID tags will be secure from tampering and protected from direct UV radiation and the physical elements. RFID tags must withstand temperatures ranging from -31F to +122F.	X	
6	RFID tags will have a field life expectancy of 10 years.	X	
7	RFID tags will have a read range of up to 6 feet.	X	

ASSEMBLY AND DISTRIBUTION SERVICE REQUIREMENTS:

Assembly and Distribution (A&D) shall be included in the deployment price for the first deployment June 2021. This includes provision of a radio frequency identification (RFID) tag per specifications for each container with a pairing of RFID, Container Serial Number, and address for each distributed container and provision of that database to the City.

ASSEMBLY & DISTRIBUTION SERVICES OFFERED	YES	NO
Assemble and distribute containers to addresses provided by the City	X	
Proposed production and delivery schedule attached.	X	
Scan each RFID tag on each container as it is delivered	X	
Provide database (in MS Excel Format) of all distributed containers including address, serial number and RFID code	X	
Provide and attach to each container instructions in container use and care	X	
Include instructional/promotional materials provided by City with Proposer provided information attached to delivered container.	X	
Container assembly and distribution must begin no later than June 7, 2021.	X	
Container delivery and assembly may be staged so that all containers do not arrive on the same day. However, arrival of containers must not delay completion of container delivery.	X	
Container delivery shall not begin before 7:00 AM and shall not extend beyond 9:00 PM	X	
Liquidated damages in the amount of \$5,000 per day will be assessed to the successful Proposer for each day cart delivery completion extends beyond June 25, 2021	X	
Provide the number of crews you anticipated to assemble and distribute containers: Assembly crews: <u>6</u> Delivery crews: <u>6</u>	6 crews total required	
Number of assembled carts scheduled to deliver daily: <u>3,000</u>	3,000/day	
The Proposer will provide one day of training to approximately 5 Republic Waste technicians. In addition, 20 sets of any specialized tools required to make repairs, remove or install parts must be provided at NO CHARGE to Republic.	X	
Attach requirements for staging and any services or information required to be provided by the City of Arvada	X	
Attach anticipated manpower or labor to be utilized.	X	
Attach any services or information required to be provided by Republic Services.	X	
Describe means to verify progress during delivery.	X	
Identify "Nestability", including how high, in inches, for a fully assembled set of 4 carts and the maximum height allowed.		Carts are not nestable when fully assembled.
PDF Example and description of your successful internet landing page must be attached.	X	

WASTE AND RECYCLING CART PRICING PAGE

It is the intent to award this bid based on the first year pricing with an extension of up to six additional one year periods. The Pricing may only be adjusted due to the fluctuation in resin cost (up or down) with documentation. Pricing must include all specifications including in-molding graphics, lids and RFID tag. The City of Arvada reserves the right not to extend this contract for extreme price increases, product problems, warranty issues, late deliveries, and / or poor customer service. All pricing FOB City of Arvada.

	ITEM Estimated Quantity	PRICE/EACH 2021
	96 gal CARTS (trash and recycle) 40,000	\$44.11
	Optional locking mechanism/lid	\$4.50
	64 gal CARTS 7,000	\$40.91
	Optional locking mechanism/lid	\$4.50
	32 gal CARTS; 7,000	\$37.46
	Optional locking mechanism/lid	\$4.50
	Additional options note here and attach details: Braille markings on cart:	\$5.00
	Educational Literature Packet Preparation:	\$0.55

Pricing must be attached with the details of the Full deployment, including the management of the Cart order landing page and delivery.

Deployment Price based on initial estimated order: \$191,700 (\$3.55 per cart x 54,000 carts)

Additional deployment price per add'l 500 homes: \$7.10 per home (2 carts @ \$3.55 each)

RESIN PRICING INCREASE/DECREASE AGREEMENT:

The contract pricing resulting from this "Request for Proposals" shall be binding through the planned rollout in June, 2021, and shall be reviewed each ninety (90) days thereafter throughout the terms and conditions of said contract. This potential change may be reviewed and adjusted based on an increase or decrease in the current per pound resin pricing as expressed in the most recent Chemical Data Report.

This is calculated by multiplying the per pound increase/decrease by the appropriate container sizes' and lids' resins weight. There will be no more than one (1) price adjustment per ninety (90) day period.

Request for price changes must be received in writing at least thirty (30) days prior to the effective date and are subject to written acceptance from the City before becoming effective. Proof of the validity of a request for a price change will be the responsibility of the successful Proposer. Upon request, the responsible Proposer will provide to the City certified documentation from Chemical Data Report that may also be utilized by the successful Proposer to validate its request for a price change.

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: Schaefer Systems International, Inc.

Contact Names: Sales/Customer Service Sales: Erik Hacking; CS: Wayne Hazelip, Contract Management: Travis McAlister

Address: 10021 Westlake Drive, Charlotte, NC 28273

Phone: (704) 944-4500 Email(s): Erik.Hacking@ssi-schaefer.com

Wayne.Hazelip@ssi-schaefer.com

The undersigned hereby affirms that: Travis.McAlister@ssi-schaefer.com

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: 
Signature of Authorized Agent

October 20, 2020

Date

22-1851861

FEIN

Brett Belda

Typed/Printed Name of Agent

VP, Sales

Title of Agent

Brett.Belda@ssi-schaefer.com

Agent email

Travis McAlister

Typed/Printed Name of Witness

Municipal Bid Manager

Title of Witness

Travis.McAlister@ssi-schaefer.com

Witness email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: 0 % 0 Days, Net: 30 Days, Accept Visa without additional fee? No, 2.5% fee

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: 15 Item # or Section: Section 5

Variance Carts do not stack when fully assembled. Carts ship in stacks of 13 with wheels and wheels axle included in each cart.

Page #: 15 Item # or Section: Section 7

Variance Cart load rating is in line with ANSI standards at 333 lbs. ANSI standards require 3.5 lbs. per gallon, not 500 lbs. for a 95-gallon cart.

Page # 16, Section G Dimensions: 95Q cart depth is 32.1" (requested range is 33-35");

We take no further exceptions to the City's specifications

SUBMITTAL INSTRUCTIONS:

Proposals shall be submitted in the order listed below with each section clearly identified.

- X Submit ON-LINE
- X Cover & Executive Summary.
- X Detail Firm's and employees' Capabilities and Experience
- X Details of Proposal – Proposed products & services, implementation timeline and warranties.
- X Completed City Submittal Forms including this sheet and all other attachments specifically requested.
- X Pricing – All fee and costs associated with the proposal.
- X Performance Measures Form, when an applicable service.
- X Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
- X CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- X Please initial to acknowledge Addenda, if any, have been considered in your proposal:
#1 BTB #2 _____ #3 _____

REFERENCES: As per specifications, this must include at least 5 cities using at least 60,000 of the same model of carts in fully automated system trucks for at least 5 years. Deployment and warranty issues will be important elements of the reference evaluation.

☒ Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Municipal References - Assembly and Distribution Projects						
Municipality Name	Project Summary	Contact Name	Contact Position	Telephone	Address	Email
City of Fargo, ND	26,200 carts delivered to residents' homes in 2017.	Jennifer Pickett	Recycling Supervisor	(701) 298-6944	2301 8th Avenue North, Fargo, ND 58102	jpickett@cityoffargo.com
Hillsborough County, FL*	More than 520,000 RFID enabled carts were delivered to over 260,000 households and nearly 20,000 commercial accounts over 2 month period in 2013.	Kim Byer	Solid Waste Management Division Director	(813) 612-7718 x 43131	601 E. Kennedy Blvd., Hillsborough, FL 33602	byerk@hillsboroughcounty.org
Morris Township, NJ	11,500 RFID enabled carts delivered to residents' homes in 2015	Thomas Eschmann	Superintendent. DPW	(973) 326-7398	6 Jane Way, Morris Township, NJ 07960	teschmann@Morristwp.com
City of Minot, ND	12,500 RFID enabled carts delivered to residents' homes over one week period in 2017.	Josh Kraft	Landfill Foreman	(701) 857-4140	1025 31st Street SE, Minot, ND 58702	josh.kraft@minotnd.org
City of Venice, FL	Over 18,000 RFID enabled carts delivered over four phases in January 2017, 2018, 2019 & 2020.	Susan Carpenter	Public Works	(941) 486-2422 x 30032	221 S Seaboard Ave., Venice, FL 34285	scarpenter@venicegov.com
City of Kirkwood, MO	9,600 carts delivered to residents' homes over a four day period July 2019.	John Houe	Sanitation Director	(281) 780-826	315 S. Filmore Ave., Kirkwood, MO 63122	houe@kirkwoodmo.org

*Schaefer was awarded the NWRA Sustainability Partnership Game Changer Award for the Hillsborough County project. This prestigious award recognizes organizations that have successfully partnered to implement game-changing initiatives, policies or programs that advance sustainability in their community. Utilizing WISTAR® – Schaefer’s comprehensive asset management technology— more than 520,000 waste carts were delivered to over 260,000 households and nearly 20,000 commercial accounts. This project was the largest same-day startup, roll-out cart deployment in North America, with industry leading 99.997% RFID cart deployment accuracy that greatly surpassed the 98% requirement.

MUNICIPAL REFERENCES

City Name	Contact	Telephone	Email	Address	Product(s) Sold
City of Fargo, ND	Jennifer Pickett	(701) 298-6944	jpickett@cityoffargo.com	2301 8th Ave N, Fargo, ND 58102	65M & 95Q Carts
Ashland Goodwater Lineville Solid Waste	Will Walker	(256) 354-5803	willwalker.agl@gmail.com	40717 HWY 77, Ashland, AL 36251	95M & 95Q Carts
Lauderdale County, AL	Tom Smith	(256) 760-5878	tsmith@lauderdalecountyal.gov	5100 HWY 157 N, Florence, AL 35633	95Q Carts
Town of Cary, NC	Bob Holden	(919) 469-4388	bob.holden@townofcary.org	400 James Jackson Ave, Cary, NC 27513	65M, 95M & 95Q Carts
City of Fayetteville, NC	Brian Montgomery	(910) 433-1361	bmontgomery@ci-fay.nc.us	455 Grove St., Fayetteville, NC 28301	35B, 95M & 95Q Carts
Greater Greenville Sanitation	Steve Cole	(864) 232-6721	scole@ggsc.gov	1600 W Washington St, Greenville, SC 29601	35B, 95M & 95Q Carts
OTC of Burlington County, NJ	Jim McGurl	(609) 267-6899 x 184	jmcgurl@otcbc.org	130 Hancock Lane, Mt Holly, NJ 08060	65M & 95M Carts
City of Linden, NJ	John Venditto	(908) 474-8666	jvenditto@linden-nj.org	1901 Lower Rd. Linden NJ, 07036	95M Carts
Borough of Beach Haven, NJ	Chris Carson	(609) 709-6909	ccarson@beachhaven-nj.org	300 Engleside Ave, Beach Haven NJ 08008	95M Carts
City of Concord, NC	Mike Rush	(704) 920-5360	rushm@concordnc.gov	850 Warren Coleman Blvd., Concord, NC 28025	95M Carts
City of Columbia, SC	John Hooks	(803) 545-3830	jphooks@columbiasc.net	2910 Colonial Drive, Columbia, SC 29203	95M Carts
Hillsborough County, FL	Evelyn Ocampo	(813) 663-3290	ocampoe@hillsboroughcounty.org	332 N. Falkenburg Rd, Tampa, FL 33619	35B, 65B & 95M Carts
City of Kirkwood, MO	John Howze	(314) 822-5820	howzeje@kirkwoodmo.org	345 South Fillmore Avenue, Kirkwood, MO 63122	65B & 95M Carts

PARTS PRICE LIST

PART	ITEM	UNIT PRICE
LID95Q	95Q cart lid w/ required artwork	\$14.00
LID65M	65M cart lid w/ required artwork	\$13.00
LID35B	35B cart lid w/ required artwork	\$13.00
AXLE.4.BLK	Lid axle for 95Q	\$1.10
AXLE.5.BLK	Lid axle for 35B & 65M	\$1.10
CAP.1.BLK	Lid axle end caps for all models	\$0.75
BAR.10	Replacement lower bar with pins/rivets for all models	\$3.65
WHEEL.21	10" plastic wheel for 65M & 95Q	\$5.00
WHEEL.11	8" plastic wheel for 35B	\$3.75
WAX.32	3/4" wheel axle for 95Q cart (black tip)	\$5.30
WAX.34	3/4" wheel axle for 65M cart (blue tip)	\$5.30
WAX.23	7/8" wheel axle for 35B cart (red tip)	\$4.50

***As per the RFP, 100 sets of 95Q parts and 25 sets of 35B & 65M parts will arrive with the initial cart shipments. Whenever possible, replacement parts will ship with carts.**

TESTING REPORT

DATE: 20 August 2019
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: DIMENSIONAL REQUIREMENTS

TEST DESCRIPTION: Cart manufacturers are required to design and manufacture their carts to meet the standard dimensions set out in ANSI Z245.60 to ensure that the carts will be compatible with the lifters.

MINIMUM PERFORMANCE STANDARD: This cart has been designated as complying with both Type B and Type G dimensional requirements. (For explanations and illustrations of the dimensions, refer to ANSI Z245.60)

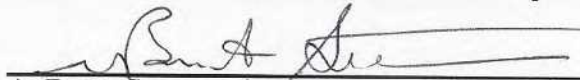
Type B Containers

<u>Dimension</u>	<u>Specification</u>	<u>Measurement</u>
a	Min: 32-1/2 in Max: 33-1/2 in	33-1/4 in
c	Min: 14-1/2 in Max: 15-1/4 in	14-1/2 in
d	7 in	7 in
e	Max: 2-1/2 in	2-1/2 in
f	Max: 1-1/4 in	1-1/4 in
g	Max: 1-1/2 in	1-1/4 in
h	Min: 1 in Max: 2-1/4 in	1-1/4 in
j	Min: 1/2 in Max: 1-1/2 in	3/4 in
k	Min: 1/2 in	1/2 in
l	Min: 8 in	9 in
m	Min: 5 in	6 in
n	Max: 1/2 in	1/2 in
p	Min: 1-7/8 in	3-1/4 in
l-m	Max: <6 in	3 in

Type G Containers

<u>Dimension</u>	<u>Specification</u>	<u>Measurement</u>
A	Min: 15 in	15 in
B	Min: 20 in Max: 35 in	24 in

TEST RESULTS: All dimensions meet specifications



A. Brent Strong, PhD

Professor (Emeritus), Manufacturing Engineering, Brigham Young University
Founder and CEO, Strong and Associates, LLC
8254 Creative Place
Sandy, Utah 84093

TESTING REPORT

DATE: 20 August 2019
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **STANDARD LOAD**

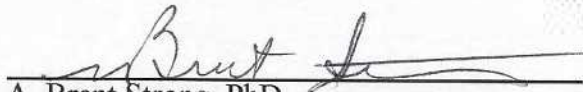
TEST DESCRIPTION: The standard load for a cart shall be the maximum load weight at which the cart is rated. The standard load shall be achieved by using granular or pelletized polyethylene, either loose or in bags each weighing five kilograms, or any medium which is non-hydroscopic and occupies at least 70 percent of the cart volume.

MINIMUM PERFORMANCE STANDARD: ANSI 245.30 specifies that the rated load weight is related to the volume of the container. Cart minimum rated load weight shall be 2 lb/gal. Maximum rated load rate shall be 3.5 lb/gal.

Designated volume of cart = 95 gal.

Calculated maximum load = 333 lb.

TEST RESULTS: Loaded weight (regrind polyethylene), as weighed = 333 lb (occupying ~80%)


A. Brent Strong, PhD

Professor (Emeritus), Manufacturing Engineering, Brigham Young University
Founder and CEO, Strong and Associates, LLC
8254 Creative Place
Sandy, Utah 84093

TESTING REPORT

DATE: 20 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **SLOPE STABILITY**

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope (5 degrees).

MINIMUM PERFORMANCE STANDARD: ANSI Z245.30-2006 requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope.

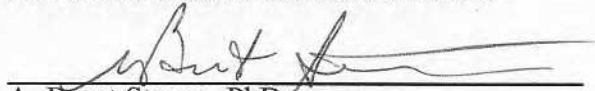
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006-2006):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved onto the cart with no portion of the cart overhanging the edges of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard. The loading material is to occupy at least 70% of the capacity of the cart.

TEST RESULTS:

	<u>Orientation</u>	<u>Result</u>
Empty	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled (loaded lbs)	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards since non-movement in three orientations is met.


A. Brent Strong, PhD

Professor (Emeritus), Manufacturing Engineering, Brigham Young University
Founder and CEO, Strong and Associates, LLC
8254 Creative Place
Sandy, Utah 84093

TESTING REPORT

DATE: 20 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **CENTER OF BALANCE POSITION**

TEST DESCRIPTION: To determine the height of the handle of a two-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is loaded with a standard load (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity) or with the maximum rated load.
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ± 0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

TEST RESULTS:

The results are: Average = 32.6 inches

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards.



A. Brent Strong, PhD

Professor (Emeritus), Manufacturing Engineering, Brigham Young University
Founder and CEO, Strong and Associates, LLC
8254 Creative Place
Sandy, Utah 84093

TESTING REPORT

DATE: 20 August 2019
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **FORCE TO TIP**

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30-2006, the force must not exceed 120 pounds force. ANSI Z-245.60-2006 establishes dimensional requirements for the cart.

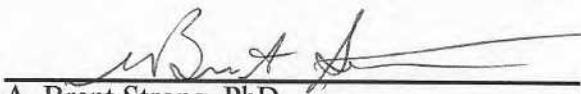
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load is to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1E slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than $\pm 3\%$.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. The angle of pull, that is, the tipping force direction, is to be horizontal with less than $\pm 2^\circ$ to all sides. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 80 pounds.

SUMMARY: The cart met the ANSI Z245.30-2006 and Z245.60-2006 standards.



A. Brent Strong, PhD

Professor (Emeritus), Manufacturing Engineering, Brigham Young University
Founder and CEO, Strong and Associates, LLC
8254 Creative Place
Sandy, Utah 84093

TESTING REPORT

DATE: 20 August 2019
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **LID TEST**

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30-2006, the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60-2006 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds with a surface area diameter round of 8 inches is placed on the lid of the cart.
3. The test is to be conducted at room temperature.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006 and Z245.60-2006.



A. Brent Strong, PhD

Professor (Emeritus), Manufacturing Engineering, Brigham Young University
Founder and CEO, Strong and Associates, LLC
8254 Creative Place
Sandy, Utah 84093

TESTING REPORT

DATE: 21 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **VOLUMETRIC LOADING CAPACITY**

TEST DESCRIPTION: To determine the volume of a container

MINIMUM PERFORMANCE STANDARD: The volumetric loading capacity of the container should be measured according to ANSI Z245.30-2006-2006. ANSI Z245.60-2006-2006 establishes dimensional requirements for the cart.

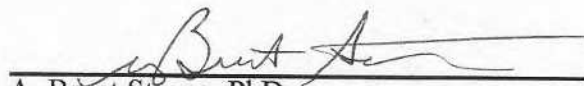
TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The volume of the cart is measured using the tank (immersion) method.
2. The empty cart is placed inside a tank with sufficient capacity to receive the container to be tested. The container must be level (that is, not inclined) and placed on a scale.
3. Simultaneously fill the tank and the container with water at a standard temperature (59°F).
4. Measure the volume of water inside the container to an accuracy of ± 1 percent. (This was done by weighing the large container with water and the empty cart and taking a tare weight. Then adding water to the cart until it is just full and then reweighing.
5. Repeat the capacity method and determine the volumetric capacity of the lid.

TEST RESULTS:

The cart had a capacity of 96 gallons. The lid had a capacity of 2 gallons.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006-2006 and Z245.60-2006-2006.


A. Brent Strong, PhD

Professor (Emeritus), Manufacturing Engineering, Brigham Young University
Founder and CEO, Strong and Associates, LLC
8254 Creative Place
Sandy, Utah 84093

TESTING REPORT

DATE: 21 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **DURABILITY DURING PULLING (CURB TEST)**

TEST DESCRIPTION: This test determines whether the cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30-2006 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006):

1. The cart is loaded with a standard load (according to the ANSI standard) with the volume of material occupying at least 70% of the total capacity of the cart.
2. The loaded cart is pulled/pushed off a curb. The curb height is to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height is to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (73 degrees F).

TEST RESULTS:

<u>Test Condition</u>	<u>Result</u>
Push off of full cart	No significant damage
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards for minimum performance.


A. Brent Strong, PhD
Professor (Emeritus), Manufacturing Engineering, Brigham Young University
Founder and CEO, Strong and Associates, LLC
8254 Creative Place
Sandy, Utah 84093

TESTING REPORT

DATE: 21 August 2019
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard semi-automated lifting mechanism is used.
3. The cart is loaded with the maximum standard weight as defined in the standard.
4. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter.
5. The lifter is activated to lift the cart fully and this action is repeated 520 times.
6. An empty cart is lifted to the full height so that the catching mechanism is activated and this procedure is repeated 520 times.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage — cart operates satisfactorily

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards.


A. Brent Strong, PhD
Professor (Emeritus), Manufacturing Engineering, Brigham Young University
Founder and CEO, Strong and Associates, LLC
8254 Creative Place
Sandy, Utah 84093

TESTING REPORT

DATE: 22 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting and squeezing that is performed when emptying the cart into an automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

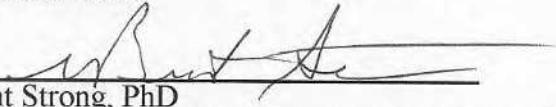
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard automated lifting mechanism is used.
3. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
4. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted. The cart is set down onto a concrete surface and is fully released from the lifter. This cycle is repeated 520 times.
5. Inspections are made whenever any change is noticed and after every 100 lifts.
6. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage – cart operates acceptably

SUMMARY: No significant damage was seen and so the cart passed the ANSI Z245.30 and Z245.60 standards.



A. Brent Strong, PhD

Professor (Emeritus), Manufacturing Engineering, Brigham Young University
Founder and CEO, Strong and Associates, LLC
8254 Creative Place
Sandy, Utah 84093

TESTING REPORT

DATE: 20 August 2019

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 95 gallon – USD 95Q

TEST: **WIND TUNNEL**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

TEST PROCEDURE:

1. A large wind tunnel used for testing vehicles was used.
2. Position the cart within the unobstructed stream of air.
4. The bottom of the cart is placed against a 6-inch brace (like a curb) to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer. Wind speeds were measured adjacent to the cart.
6. Measure the air velocity to tip the cart.
7. Test cart in three orientations toward the wind tunnel opening – front, side and back.
8. The procedure was performed using blow-molded plastic wheels.

TEST RESULTS: Wind speed to tip the cart*

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Plastic wheels	36 mph	37 mph	42 mph

* Measured adjacent to the cart

SUMMARY: The cart was stable in moderate to high winds.



A. Brent Strong, PhD

Professor (Emeritus), Manufacturing Engineering, Brigham Young University

Founder and CEO, Strong and Associates, LLC

8254 Creative Place

Sandy, Utah 84093

Strong and Associates, LLC

Professional Consultants

16 June 2016

Our laboratory has examined the ANSI Z245.30-2008 standard for Equipment Technology and Operations for Wastes and Recyclable Materials – Waste Containers – Safety Requirements and also the ANSI Z245.60-2008 standard for Equipment Technology and Operations for Wastes and Recyclable Materials – Waste Containers – Compatibility Dimensions. We have also examined the ANSI Z245.1-2008 standard for Equipment Technology and Operations for Wastes and Recyclable Materials – Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment – Safety Requirements.

We see no changes in those documents over previous ANSI standards that would affect the results of the tests that we have performed under previous ANSI standards.

We therefore certify that the results for the Schaefer Systems International, Inc. waste containers, which we tested under previous ANSI tests also comply with the most current ANSI standards – Z245.1-2008, Z245.30-2008 and Z245.60-2008.

Respectfully submitted



A. Brent Strong

8254 Creative Place Sandy, Utah 385/695-9696

TESTING REPORT

DATE: 27 October 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5 gallon -USD 65M

TEST: LID TEST

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30-2006 and ANSI Z245.30-2008 the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60-2006 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006 and ANSI Z245.30-2008):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds (36 kg) with a surface area diameter round of 8 inches (20.3 cm) is placed on the lid of the cart.
3. The test is to be conducted at room temperature (78 °F).
4. Weights should remain in place for a minimum of 15 minutes.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006, ANSI Z245.30-2008 and Z245.60-2006.



Adam Pickens
Assistant Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266



Mark Benden
Associate Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266

TESTING REPORT

DATE: 14 August 2017
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 65-gallon (USD 65M)

TEST: **FORCE TO TIP**

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the force must not exceed 120 pounds force. ANSI Z-245.60 establishes dimensional requirements for the cart.

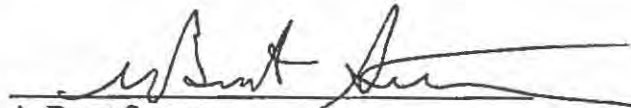
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1 % slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than $\pm 3\%$.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted. When pulling, the direction is in the direction of tipping movement.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 31 pounds.

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards at or above the minimum requirements.



A. Brent Strong
Professor (Emeritus), Manufacturing Engineering Tech
Brigham Young University

TESTING REPORT

DATE: 27 October 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5 gallon- USD 65M

TEST: CENTER OF BALANCE POSITION

TEST DESCRIPTION: To determine the height of the handle of a two-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30 and ANSI Z245.30-2008, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30 and ANSI Z245.30-2008):

1. The cart is loaded with a standard load (225.75 lb). (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity) or with the maximum rated load.
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ± 0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

TEST RESULTS:

The results are: Average = 30.24 inches

SUMMARY: The cart passed the ANSI Z245.30-2006, ANSI Z245.30-2008 and Z245.60-2006 standards.



Adam Pickens
Assistant Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266



Mark Benden
Associate Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266

TESTING REPORT

DATE: 27 October 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5gallon- USD 65M

TEST: SLOPE STABILITY

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope.

MINIMUM PERFORMANCE STANDARD: ANSI Z245.30-2006 and ANSI Z245.30-2008 requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006 and ANSI Z245.30-2008):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved into position with no portion of the cart overhanging the edge of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard. The loading material is to occupy at least 70% of the capacity of the cart.

TEST RESULTS:	Orientation	Result
Empty	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled (loaded lbs.)	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245.30-2006, ANSI Z245.30-2008 and Z245.60-2006 standards since non-movement in three orientations is met.



Adam Pickens
Assistant Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266



Mark Benden
Associate Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266

TESTING REPORT

DATE: 27 October 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5 gallon- USD 65M

TEST: VOLUMETRIC LOADING CAPACITY

TEST DESCRIPTION: To determine the volume of a container

MINIMUM PERFORMANCE STANDARD: The volumetric loading capacity of the container should be measured according to ANSI Z245.30-2006 and ANSI Z245.30-2008. ANSI Z245.60-2006 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006 and ANSI Z245.30-2008):

1. The volume of the cart is measured using the tank (immersion) method.
2. The empty cart is placed inside a tank with sufficient capacity to receive the container to be tested. The container must be level (that is, not inclined).
3. Simultaneously fill the tank and the container with water at a standard temperature (59 °F).
4. Measure the volume of water inside the container to an accuracy of ± 1 percent.
5. Repeat the capacity method and determine the volumetric capacity of the lid.

TEST RESULTS:

The cart had a capacity of 64.5 gallons. The lid had a capacity of 2.4 gallons.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-2006, ANSI Z245.30-2008 and Z245.60-2006.



Adam Pickens
Assistant Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266



Mark Benden
Associate Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266

TESTING REPORT

DATE: 27 October 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5 gallon -USD 65M

TEST: DURABILITY DURING PULLING (CURB TEST)

TEST DESCRIPTION: This test determines whether the Cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30-2006 and ANSI Z245.30-2008 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60-2006 establishes dimensional requirements for the Cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-2006 and ANSI Z245.30-2008):

1. The Cart is loaded with a standard load (according to the ANSI standard) with the volume of material occupying at least 70% of the total capacity of the cart (225.75 lb.).
2. Using the Cart's handles, the loaded cart is pulled off a curb. The curb height is to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height is to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (78 °F).

TEST RESULTS:

<u>Test Condition</u>	<u>Result</u>
Push off of full cart	No significant damage
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-2006 and Z245.60-2006 standards for minimum performance.



Adam Pickens
Assistant Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266



Mark Benden
Associate Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266

TESTING REPORT

DATE: 10 November 2015

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer 64.5 gallon -USD 65M

TEST: DIMENSIONAL REQUIREMENTS TEST

TEST DESCRIPTION: This test determines whether the Cart's designed and manufactured in accordance with dimensional requirements listed below.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.60-2008 requires that the trash cart shall be designed and manufactured in accordance with dimensional requirements. ANSI Z245.60-2008 establishes dimensional requirements for the Cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.60-2008):

1. The empty trash cart is placed on a smooth, level, horizontal surface.
2. Measure the size of the container.
3. The temperature to be normal room temperature (78 °F).

TEST RESULTS:

<u>Dimension</u>	<u>Specification</u>	<u>Actual size</u>	<u>Description</u>
a	Min: 32-1/2 in (825 mm) Max: 33-1/2 in (851 mm)	33 inch	Height of lowest point of UAE above the ground
c	Min: 14-1/2 in (368 mm) Max: 15-1/4 in (387 mm)	14-7/8 inch	Shortest distance between bottom surface of upper attachment detail and top surface of bottom attachment detail
d	7 inch (178 mm)	Meets criteria for no protrusion zone	Distance between bottom of UAE and bottom of No Protrusion Zone "step"
e	Max: 2-1/2 in (65 mm)	3/4 inch	Distance between outer surface of UAE and outer surface of container No Protrusion Zone
f	Max: 1-1/4 in (32 mm)	1 inch	Horizontal width of BE cross-section
g	Max: 1-1/2 in (38 mm)	1 inch	Vertical height of BE cross-section

TESTING REPORT

DATE: 10 November 2015

h	Min: 1 in (25 mm) Max: 2-1/4 in (57 mm)	1-3/4 inch	Distance between rear vertical plane of upper attachment point and container surface
j	Min: 1/2 in (13 mm) Max: 1-1/2 in (38 mm)	1 inch	Distance between rear vertical plane of lower attachment point (bar) and container surface
k	Min: 1/2 in (13 mm)	2-7/8 inch	Distance between front plane of UAE and front plane of BE (also known as "draft")
l	Min: 8 in (203 mm)	10 inch	Width of upper attachment point
m	Min: 5 in (127 mm)	6 inch	Width of lower attachment point
n	Max: 1/2 in (13 mm)	1/2 inch	Distance between front plane of BE and outer container surface
p	Min: 1-7/8 in (48 mm)	5-3/8 inch	Clearance between top of lower attachment point recess area and top of BE
l -(minus) m	Max: ≤ 6 in (152 mm)	4 inch	Difference between upper attachment width and lower attachment (bar) width

SUMMARY: The cart passed the ANSI Z245.60-2008 standards.



Adam Pickens
Assistant Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266



Mark Benden
Associate Professor
Environmental and Occupational Health
212 Adriance Lab Rd.
1266 TAMU
College Station, TX 77843-1266

TESTING REPORT

DATE: 14 October 2015
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 65 gallon – USD 65M

TEST: LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

TEST LIFTER: Perkins 6080C. The lifter grabs the Schaefer Can by the recessed lip and the lifter dumps at a 45 degree angle while securing the lower latch bar.

MINIMUM PERFORMANCE STANDARD: ANSI standards Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

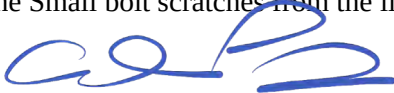
1. The test is conducted at room temperature.
2. A standard Perkins semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame that allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart. (For nominal 95 gallon carts, the load is 300 pounds.)
5. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage — cart operates satisfactorily

SUMMARY:

The cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance. The Small bolt scratches from the lifter are visible on each side of the lower catch bar.



Adam W. Pickens PhD, MPH
Assistant Professor
Texas A&M School of Public Health

TESTING REPORT

DATE: 14 October 2015
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 65 gallon – USD 65M

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting and squeezing that is performed when emptying the cart into an automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

TEST LIFTER: Perkins D6120. The lifter arms grab the Schaefer Can by the body, squeezes the can and dumps the load at a 45 degree angle.

MINIMUM PERFORMANCE STANDARD: ANSI standards Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard Perkins automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame that allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart. (For nominal 95 gallon carts, the load is 300 pounds.)
5. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage – cart operates acceptably

SUMMARY:

No significant damage was seen and so the cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.

The can warped slightly during test, but bounce back after a few minutes.



Adam W. Pickens PhD, MPH
Assistant Professor
Texas A&M School of Public Health

TESTING REPORT

DATE: 29 Dec 2015
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer 65 gallon – 65M (blow-molded wheels)
TEST: **WIND TUNNEL**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

TEST PROCEDURE:

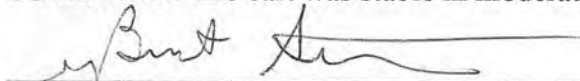
1. The A2 wind tunnel located in Mooresville, North Carolina, was used for the test. To ensure that this test was consistent with previous wind tunnel tests done at Brigham Young University, a cart previously tested at BYU was also tested at A2. The results were identical within experimental error.
2. Position the cart in the steady-state region of the flow stream, that is, away from the zone directly in front of the outlet.
3. The cart was placed on a low table to ensure that it was vertically within the main flow region.
4. The cart was blocked against a brace to prevent the cart from rolling or sliding.
5. The wind velocity was raised in small increments and the maximum air speed in the immediate vicinity of the cart was monitored using a certified volometer.
6. The air velocity to tip the cart was determined.
7. Test cart in three orientations toward the wind direction – front, side and back. The cart was tested 3 times in each orientation. The average wind speed is reported.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart*	30 mph	38 mph	33 mph

* Unless noted, the lid lifting either did not occur or occurred simultaneously with cart tipping

SUMMARY: The cart was stable in moderate to high winds.



A. Brent Strong
Professor (Emeritus), Engineering and Engineering Technology
Brigham Young University

Strong and Associates, LLC

Professional Consultants

Test Results Summary

Discussion: At the request of Schaefer Systems International, a series of tests were performed in this laboratory on a 35-gallon two-wheeled trash container manufactured by Schaefer Systems International and supplied to us.

Testing Procedures: All of the tests were performed according to procedures developed in accordance with standard industry procedures. Some tests were developed in this laboratory and have become accepted throughout the industry while others were developed elsewhere and have been strictly adhered to herein.

Testing Results: The test results are summarized on the accompanying sheets (APPENDIX B – CONTAINER TESTING FOR PROJECT A, PROJECT B, PROJECT E) that has been provided to the laboratory.

TESTING REPORT

DATE: 9 February 1999

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. - Model USD 35B

TEST: **SLOPE STABILITY**

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope (5 degrees).

MINIMUM PERFORMANCE STANDARD: ANSI Z245/SC3 N14 (September 23, 1998) requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245/SC3 N14):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved onto the cart with no portion of the cart overhanging the edges of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard. The loading material to occupy at least 70% of the capacity of the cart.

TEST RESULTS:

	<u>Orientation</u>	<u>Result</u>
Empty	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245/SC3 N14 and Z245.60 standards since non-movement in three orientations is met.



A. Brent Strong
Professor of Manufacturing
Brigham Young University
265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. — Model USD35B

TEST: **DURABILITY DURING PULLING**

TEST DESCRIPTION: This test determines whether the cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60 establishes dimensional requirements for the cart.

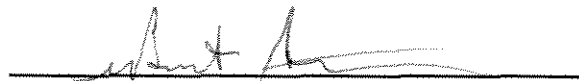
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is loaded with a standard load (according to the ANSI standard) with the volume of material occupying at least 70% of the total capacity of the cart.
2. Using the cart's handles, the loaded cart is pulled off a curb. The curb height to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (73 degrees F).

TEST RESULTS:

<u>Test Condition</u>	<u>Result</u>
Push off of full cart	Axle and wheels still in very good condition.
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.



A. Brent Strong
Professor, Manufacturing Engineering and Technology
Brigham Young University
435 CTB
Provo, UT 84602

TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. — Model USD35B

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting and squeezing that is performed when emptying the cart into an automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

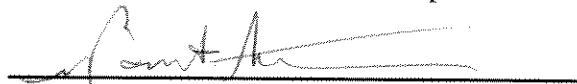
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard ARE automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
100	No significant damage
200	No damage
300	No damage
400	No damage
500	No change
520	No change

SUMMARY: No significant damage was seen and so the cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.



A. Brent Strong
Professor, Manufacturing Engineering
Brigham Young University
435 CTB
Provo, UT 84602

TESTING REPORT

DATE: 1 November 2002
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Schaefer USD - 35 gallon size

TEST: **LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test is conducted at room temperature.
2. A standard ARE semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then squeezed and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

<u>Cycles</u>	<u>Comments on Performance</u>
520	No significant damage throughout the test

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.



A. Brent Strong
Professor, Manufacturing Engineering
Brigham Young University, 265 CTB
Provo, UT 84602

TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. — Model USD35B

TEST: **CENTER OF BALANCE POSITION**

TEST DESCRIPTION: To determine the height of the handle of a tow-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60 establishes dimensional requirements for the cart.

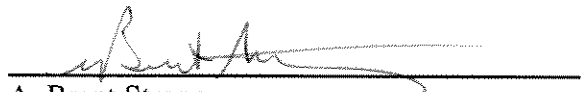
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is to loaded with a standard load. (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity.)
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ± 0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

TEST RESULTS:

The results are: Average = 30.25 inches.

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards.



A. Brent Strong
Professor, Manufacturing Engineering and Technology
Brigham Young University
435 CTB
Provo, UT 84602

TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. — Model USD35B

TEST: **FORCE TO TIP**

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the force must not exceed 120 pounds force. ANSI Z-245.60 establishes dimensional requirements for the cart.

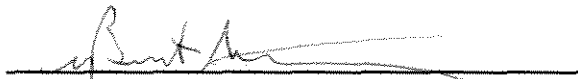
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1° slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than $\pm 3\%$.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. The angle of pull, that is, the tipping force direction, is to be horizontal with less than $\pm 2^\circ$ to all sides. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 17.0 pounds.

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards at or above the minimum requirements.



A. Brent Strong
Professor, Manufacturing Engineering and Technology
Brigham Young University
435 CTB
Provo, UT 84602

TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. — Model USD35B

TEST: **LID TEST**

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60 establishes dimensional requirements for the cart.

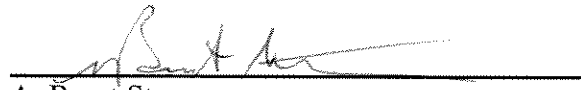
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds with a surface area diameter round of 8 inches is placed on the lid of the cart.
3. The test is to be conducted at room temperature.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30 and Z245.60.



A. Brent Strong
Professor, Manufacturing Engineering and Technology
Brigham Young University
435 CTB
Provo, UT 84602

TESTING REPORT

DATE: 20 November 1998

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. — Model USD35B

TEST: **VOLUMETRIC LOADING CAPACITY**

TEST DESCRIPTION: To determine the volume of a container

MINIMUM PERFORMANCE STANDARD: The volumetric loading capacity of the container should be measured according to ANSI Z245.30. ANSI Z245.60 establishes dimensional requirements for the cart.

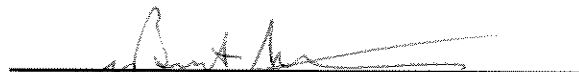
TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The volume of the cart is measured using the tank (immersion) method.
2. The empty cart is placed inside a tank with sufficient capacity to receive the container to be tested. The container must be level (that is, not inclined).
3. Simultaneously fill the tank and the container with water at a standard temperature (59°F).
4. Measure the volume of water inside the container to an accuracy of ± 1 percent.
5. Repeat the capacity method and determine the volumetric capacity of the lid.

TEST RESULTS:

The cart had a capacity of 38.2 gallons with lid.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30 and Z245.60.


A. Brent Strong

Professor, Manufacturing Engineering and Technology
Brigham Young University
435 CTB
Provo, UT 84602

TESTING REPORT

DATE: 27 January 1999

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Schaefer Systems International, Inc. — Model USD 35B

TEST: **WIND TUNNEL**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

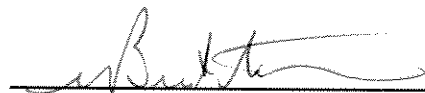
MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc.

TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. In one set of tests, the bottom of the cart is placed against a 6 inch brace (like a curb) to prevent the cart from rolling or sliding. In another set of tests no brace is used.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer.
6. Measure the air velocity to tip the cart, either free-standing or against the curb if it has rolled or slid.
7. Test cart in three orientations toward the wind tunnel opening - front, side and back.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart	33 mph	48 mph	48 mph


A. Brent Strong
Professor, Manufacturing Engineering
Brigham Young University
435 CTB
Provo, UT 84602

Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2015

This is to certify that:

Schaefer Systems International, Inc
10124 Westlake Drive
Charlotte
North Carolina
28273
USA

Holds Certificate No:

FM 65547

and operates a Quality Management System which complies with the requirements of ISO 9001:2015 for the following scope:

Design and manufacture of injected molded roll out refuse containers, material handling containers, and pallet systems.

For and on behalf of BSI:


Carlos Pitanga, Chief Operating Officer Assurance – Americas

Original Registration Date: 1998-09-03

Latest Revision Date: 2020-03-26

Effective Date: 2020-04-19

Expiry Date: 2023-04-18

Page: 1 of 1



...making excellence a habit.™

CERTIFICATION OF RECYCLABILITY AND BUY BACK

Schaefer Systems International, Inc. certifies that all components of all roll out carts are 100% recyclable. All component parts are reusable.

Our Buy Back Program guarantees the purchase of carts at the end of their useful life. Carts must be shipped in stacks as originally received, free of debris, and with wheels, axles and lower retention bars removed.

Minimum quantities apply to initiate program. Contact your customer service representative for more information.

HOT MELT COMPOUND STATEMENT

This statement is to certify that Schaefer Systems International, Inc. uses Hot Melt Compounding to blend the color and UV stabilizers onto the virgin resin. The extruder used for this process is:

Battenfield 33000/63000
Serial Numbers 47872/47873

Schaefer Systems International, Inc.
10124 West Lake Drive
Charlotte, NC 28273
(704) 944-4500

ExxonMobil Chemical Canada
453 S. Christina Street, P.O. Box 3022
Sarnia, Ontario
Canada N7T 8C8

Ronald Cooke
Research Associate
Rotational & Injection Molding

Tel: (519) 339-5649

December 17, 2013

Certification of Resin Supply

Mr. G. Casey
Schaefer Systems International
10021 Westlake Dr.
Charlotte, NC, 28241

Dear Gordon,

This letter is in response to your request for certification of resin supply to Schaefer Systems International for the purpose of molding waste carts.

The prime material that you have chosen for this application is a high density polyethylene, supplied by ExxonMobil Chemical Canada as HD 6605.70. The sales specification for this product is as follows:

Test Parameter	Test Based on*	Units	Target	Minimum	Maximum
Melt Index	ASTM D1238 (190, 2.16)	g/ 10 min	5.0	4.5	5.5
Density	ExxonMobil Method	g/ cc	0.948	0.946	0.950

*ASTM method may be modified to accommodate operating conditions or facility limitations

A Certificate of Analysis may be provided with each order upon or preceding delivery of the material.

HD 6605.70 is stabilized with a robust proprietary antioxidant additive package to protect the resin in storage and during the injection molding process at recommended temperatures.

We understand that your product may require protection against solar and environmental exposure. HD 6605.70 does not contain UV protection additives. Therefore, it is the responsibility of Schaefer Systems International to provide for UV stabilization of the finished product.

We trust this meets with your requirements for representation of ExxonMobil HD 6605.70. Please contact us if you require additional information.

Sincerely,



Ron Cooke
Research Associate

ExxonMobil™ HDPE HD 6605.70

High Density Polyethylene Copolymer Resin

Product Description

HD 6605.70 is a narrow molecular weight hexene copolymer designed for a wide range of injection molding applications, offering excellent ESCR with good stiffness-toughness balance. Ideally suited for articles requiring rugged physical performance in cold temperature environments.

General

Availability ¹	• Latin America	• North America	• South America
Additive	• Anti-gas fading: Yes		
Applications	• Automotive Components • Industrial Closures	• Recreational Vehicle - Components • Waste Carts	
Revision Date	• March 2013		

Resin Properties	Typical Value (English)	Typical Value (SI)	Test Based On
Density	0.948 g/cm ³	0.948 g/cm ³	ASTM D4883
Melt Index (190°C/2.16 kg)	5.0 g/10 min	5.0 g/10 min	ASTM D1238

Thermal	Typical Value (English)	Typical Value (SI)	Test Based On
Deflection Temperature Under Load (DTUL) at 66psi - Unannealed	156 °F	69 °C	ASTM D648
Deflection Temperature Under Load (DTUL) at 264psi - Unannealed	108 °F	42 °C	ASTM D648B
Peak Melting Temperature	266 °F	130 °C	ASTM D3418

Molded Properties	Typical Value (English)	Typical Value (SI)	Test Based On
Tensile Strength at Yield	3400 psi	23 MPa	ASTM D638
Flexural Modulus			ASTM D790B
1% Secant	160000 psi	1100 MPa	
2% Secant	140000 psi	970 MPa	
Environmental Stress-Crack Resistance			ASTM D1693B
10% Igepal, F50	20 hr	20 hr	

Impact	Typical Value (English)	Typical Value (SI)	Test Based On
Notched Izod Impact (-40°F (-40°C))	1.0 ft-lb/in	55 J/m	ASTM D256

Additional Information

- Properties are based on compression molded samples.
- Test procedures may be modified to accommodate operating conditions or facility limitations.
- Tensile Strength at Yield and Elongation at Break tested using ASTM D638 Type IV, 50 mm/min.

Legal Statement

Contact your ExxonMobil Chemical Customer Service Representative for potential food contact application compliance (e.g. FDA, EU, HPFB).

This product is not intended for use in medical applications and should not be used in any such applications.

Typical properties: these are not to be construed as specifications.

©2013 ExxonMobil. ExxonMobil, the ExxonMobil logo, the Interlocking "X" device and other product or service names used herein are trademarks of ExxonMobil, unless indicated otherwise. This document may not be distributed, displayed, copied or altered without ExxonMobil's prior written authorization. To the extent ExxonMobil authorizes distributing, displaying and/or copying of this document, the user may do so only if the document is unaltered and complete, including all of its headers, footers, disclaimers and other information. You may not copy this document to or reproduce it in whole or in part on a website. ExxonMobil does not guarantee the typical (or other) values. Any data included herein is based upon analysis of representative samples and not the actual product shipped. The information in this document relates only to the named product or materials when not in combination with any other product or materials. We based the information on data believed to be reliable on the date compiled, but we do not represent, warrant, or otherwise guarantee, expressly or impliedly, the merchantability, fitness for a particular purpose, freedom from patent infringement, suitability, accuracy, reliability, or completeness of this information or the products, materials or processes described. The user is solely responsible for all determinations regarding any use of material or product and any process in its territories of interest. We expressly disclaim liability for any loss, damage or injury directly or indirectly suffered or incurred as a result of or related to anyone using or relying on any of the information in this document. This document is not an endorsement of any non-ExxonMobil product or process, and we expressly disclaim any contrary implication. The terms "we," "our," "ExxonMobil Chemical" and "ExxonMobil" are each used for convenience, and may include any one or more of ExxonMobil Chemical Company, ExxonMobil Corporation, or any affiliate either directly or indirectly stewarded.

Downloaded datacenterdata all www.exxonmobil.com

Tuesday, December 17, 2013 - Page: 1 of 2

July 7, 2005

Ciba



Ken Fishel
Schaefer Systems International, Inc.
10021 Westlake Dr.
P. O. Box 7009
Charlotte, NC 28241

Dear Ken:

Tinuvin 783 is widely used in various PolyOlefin applications at different levels and in various conditions. Ciba has a great deal of data showing the effect of its UV stability vs. products without any UV incorporated. While Ciba will not be held liable and does not guarantee or offer any warranties, we will stand behind the use of our products. For your application, and recognizing the need for a 10-year period, the recommendation of Tinuvin 783 at 0.3% along with a processing stabilizer at 0.1%. (ie. Irganox B 900, Irganox 1010, Irganox B 215, or Irganox B 225) % in the final part is still a valid one although depending on specific conditions, the above recommendation may require some modification. This is best done by testing under specific conditions.

As mentioned earlier, this recommendation does not imply any warranty or guarantee by Ciba Specialty Chemicals. Outdoor conditions, pigments, processing conditions, resin types, others additives etc should be considered as well.

If you should have any questions, please don't hesitate to contact Mike or Myself

Sincerely,

D. David Dyas, Jr.
Director of Sales - NAFTA
Plastic Additives Segment

Cc: Mike Manzer

Two Parkway Center
1800 Parkway Place, Suite 230
Marietta, GA 30067

Tel. 770 421 7500
Toll Free 800 241 8811
www.cibasc.com



Ciba

Ciba® TINUVIN® 783

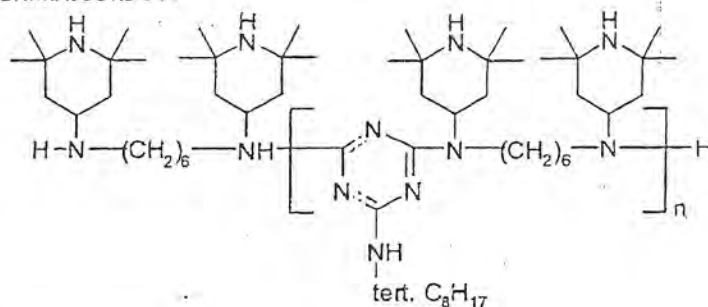
Synergistic Mixture of Oligomeric Hindered Amine Stabilizers

Characterization TINUVIN 783 is a synergistic mixture of Ciba CHIMASSORB® 944 and TINUVIN 622. It is a versatile UV stabilizer with outstanding extraction resistance, low gasfading and low pigment interaction. TINUVIN 783 is particularly well suited for LDPE, LLDPE, HDPE films, tapes and thick sections and for PP in fibers and films. It is also the product of choice for thick sections where indirect food contact approval is required.

Chemical name CHIMASSORB 944: Poly[[6-[(1,1,3,3-tetramethylbutyl)amino]-1,3,5-triazine-2,4-diyl][(2,2,6,6-tetramethyl-4-piperidiny)imino]-1,6-hexanediyl[(2,2,6,6-tetramethyl-4-piperidiny)imino]]
 TINUVIN 622: Butanedioic acid, dimethylester, polymer with 4-hydroxy-2,2,6,6-tetramethyl-1-piperidine ethanol

CAS number Preparation

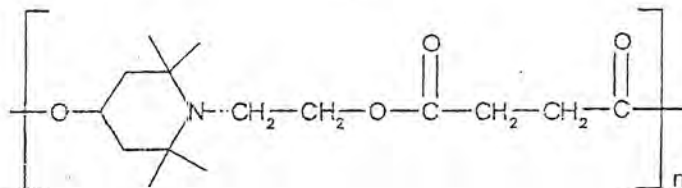
Structure CHIMASSORB 944



Molecular weight M_n = 2000 – 3100

and

Structure TINUVIN 622



Molecular weight M_n = 3100 – 4000

Applications	TINUVIN 783 areas of application include polyolefins (PP, PE), olefin copolymers such as EVA as well as blends of polypropylene with elastomers.		
Features/benefits	TINUVIN 783 is a versatile UV stabilizer for thin and thick sections and delivers excellent cost / performance benefits. For applications requiring indirect food approvals, TINUVIN 783 can be used at levels not possible with other conventional HALS. The synergism between the two high molecular weight HALS components of TINUVIN 783 is an effective stabilization system for the polymer against degradation through UV radiation and long term heat exposure.		
Product forms	Code: Appearance:	TINUVIN 783 FDL White to slightly yellow pastilles	TINUVIN 783 FD White to slightly yellow small pastilles
Guidelines for use	Thick Sections*	UV Stabilization of HDPE, LLDPE, LDPE and PP	0.1 - 0.8%
	Films*	UV Stabilization of LLDPE and PP	0.1 - 1.0%
	Tapes	UV Stabilization of PP and HDPE	0.1 - 0.8%
	Fibers	UV Stabilization of PP	0.1 - 1.0%
<i>*The presence of a UV-absorber (e.g. TINUVIN 326/327/328 or CHIMASSORB 81) is recommended in unpigmented or slightly pigmented articles or to improve the light fastness of certain organic pigments.</i>			
Physical Properties	Melting Range Flashpoint Bulk Density	55 - 140 °C 192 °C (DIN 51758) 514 g/l	
Handling & Safety	In accordance with good industrial practice, handle with care and avoid unnecessary personal contact. Avoid continuous or repetitive breathing of dust. Use only with adequate ventilation. Avoid dust formation and ignition sources. For more detailed information please refer to the material safety data sheet.		
Registration	The registration status for TINUVIN 783 is derived from the single components. The components are registered in: Australia Canada China Europe Japan Korea Philippines USA. They are approved in many countries for use in food contact applications. For detailed information refer to our Positive List or contact your local sales office.		

IMPORTANT: The following supersedes Buyer's documents.

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No statements herein are to be construed as inducements to infringe any relevant patent. Under no circumstances shall Seller be liable for incidental, consequential or indirect damages for alleged negligence, breach of warranty, strict liability, tort or contract arising in connection with the product(s). Buyer's sole remedy and Seller's sole liability for any claims shall be Buyer's purchase price. Data and results are based on controlled or lab work and must be confirmed by Buyer by testing for its intended conditions of use. The product(s) has not been tested for, and is therefore not recommended for, uses for which prolonged contact with mucous membranes, abraded skin, or blood is intended; or for uses for which implantation within the human body is intended.



May 21, 2015

Schaefer Systems International
10124 Westlake Drive
Charlotte, NC 28273
Attn.: Gordon Casey

Dear Gordon,

This letter is regarding the UV and AO levels in the color concentrate supplied by Mesa Industries, Inc. Below is the requested information. Let me know if additional information is required.

1. Carrier resin for the color concentrate is LDPE. The material is acceptable for use in carts.
2. Color Concentrate- The color concentrate is to be used at a 3% let down ratio (LDR).
3. Approved UV Packages and Amount- The color concentrate when used at a 3% LDR will yield 3000PPM of UV. There are two approved UV packages. One package is the BASF Tinuvin 783. Also, approved is the Cytec Cyabsorb 3346 along with Tinuvin 622- blended at a 50/50 blend. Both packages will yield 3000PPM when the color is used at a 3% LDR.
4. Anti-Oxidant- There are several anti- oxidants approved for the color formulas. The color concentrate when used at a 3% LDR will yield 450 PPM of Cytec 2777 anti-oxidant. An alternative formula of AO 3114 is approved with 450 PPM in the final product. Also, approved is the BASF B-900 at 900PPM in the final product. Lastly, Irganox B1010 and Irganox B225 combination is approved at 760PPM.
5. Manufacturing Equipment- The color concentrate is manufactured on Berstorff twin screw extruders which is a hot melt process. The extruder sizes range from 25MM to 54MM.

Sincerely,

A handwritten signature in black ink that reads "Andrew Wheeler". The signature is written in a cursive, flowing style.

Andrew Wheeler



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-005 A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program

Report in Brief

The City of Arvada entered into a one year agreement with FirstBank of Arvada, FirstBank North, and FirstBank of Wheat Ridge to provide subsidized loans under the City Essential Home Repairs Program in 2020. A new Agreement is proposed to continue the partnership with FirstBank for the Essential Home Repairs Program in 2021.

The Arvada team recommends that the City Council approve Resolution R21-005, A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program.

Financial Impact

The total estimated subsidy cost to the City is no more than \$40,000. Sufficient funds are budgeted and funding is available to cover this anticipated cost through the City's Essential Home Repairs Program.

Background

This Program has provided services and related financing for the rehabilitation and improvement of single family, owner occupied homes for low and moderate income households in the City since 1979 and utilized private lenders for the 0% and 3% loan options available through the Program. In September of 2014, the City put out an RFQ to select a lender for the program and FirstBank was chosen at the conclusion of that RFQ process. Subsequently, the City has entered into a yearly agreement with FirstBank to continue their participation in the program.

Discussion

Since 1982, private lenders participating in the Program have made over 181 loans. The current agreement terminates on December 31, 2020. A new agreement to continue this collaborative public/private partnership for the Essential Home Repairs Program is necessary for 2021. The proposed agreement for 2021 mirrors the original agreement executed for the program for 2019.

The Agreement will provide banking services for subsidized 0% and 3% single family housing rehabilitation loans through the Essential Home Repairs Program to low and moderate income Arvada homeowners. The three FirstBank locations participating in the Program will include:

- FirstBank - Northwest 6355 Ward Road, Arvada
- FirstBank - North 8800 Wadsworth Blvd., Arvada
- FirstBank - Northwest 4350 Wadsworth Blvd., Wheat Ridge

The proposed agreement with FirstBank will run from January 1, 2021 through December 31, 2021.

It is estimated that in 2021 the City will process, at a maximum in cooperation with FirstBank, three 0% interest loans and three

3% interest loans at a total estimated subsidy cost to the City of no more than \$40,000. Sufficient funds are budgeted and funding is available to cover this anticipated cost.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

As this action supports the availability of owner occupied affordable housing for Arvada residents, the proposed actions aligns with the Vibrant Community and Neighborhoods 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 Resolution R21-005, A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program.

Suggested Motion:

I move that R21-005 , A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program, be (approved) (rejected).

Prepared by:
William Quintanilla, Housing Rehabilitation/Loan Specialist

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	12/16/2020
Gordon Reusink, Director of Vibrant Community and Neighborhoods	12/16/2020
Bryan Archer, Director of Finance	12/16/2020
Gail Walker, Legal Specialist-Contracts	12/16/2020
Kylie Justus, Assistant City Attorney	12/16/2020
Rachel Morris, City Attorney	12/18/2020
Lorie Gillis, Deputy City Manager	12/21/2020
Mark Deven, City Manager	12/21/2020

Enclosure, exhibits & attachments required to support the report

SUBJECT: R21-005 A Resolution Authorizing an Agreement between the City of Arvada and FirstBank for Provision of Loans Through the Essential Home Repairs Program

PAGE: 3

ITEM: 8.A.5.

RESOLUTION NO. R21-005

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA
AND FIRSTBANK FOR PROVISION OF LOANS THROUGH THE ESSENTIAL HOME
REPAIRS PROGRAM

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 a form approved by the City Attorney, an Agreement, which is in substantially the same form as attached between the City of Arvada and FirstBank for Provision of Loans through the Essential Home Repairs Program.

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

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
Rachel A. Morris, City Attorney

**AN AGREEMENT BETWEEN THE CITY OF ARVADA,
AND FIRSTBANK FOR PROVISION OF LOANS THROUGH
THE ESSENTIAL HOME REPAIRS PROGRAM**

1.0 PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation ("Arvada") and FirstBank - Northwest, 6355 Ward Road, Arvada CO 80001, FirstBank - Northwest, 4350 Wadsworth Blvd., Wheat Ridge, CO 80033, and FirstBank - North, 8800 Wadsworth Blvd., Westminster, CO 80020 ("FirstBank").

2.0 RECITALS AND PURPOSE.

2.1 Arvada requires banking services for the City of Arvada Essential Home Repairs Program (the "Essential Home Repairs Program" or "Program").

2.2 FirstBank has the requisite staff and expertise and has been providing banking services for provision of loans for the Program.

2.3 Arvada desires that FirstBank continue to provide banking services for provisions of loans for the Program.

2.4 Funds sufficient to satisfy all obligations on the part of Arvada have been previously allocated from federal Community Development Block Grant funds. This Agreement is not intended to constitute a multi-fiscal year obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

3.0 TERMS AND CONDITIONS.

3.1 The term of this Agreement shall be for one year and shall commence January 1, 2021, through and including December 31, 2021.

3.2 FirstBank shall commit \$300,000 to the Essential Home Repairs Program for a one-year period commencing on January 1, 2021. This amount shall be made available by FirstBank solely for use as housing rehabilitation loans pursuant to the Essential Home Repairs Program. FirstBank shall not be obligated to fund subsidized loans if Arvada does not have sufficient funds available to make interest subsidy payments.

3.3 FirstBank shall charge an initial annual interest rate on all 5-year loans (less than \$10,000) approved by FirstBank equal to the Wall Street Journal Prime rate in effect on the date on which the loan application is received by FirstBank. For loans of 10 years approved by FirstBank under the Program, FirstBank will charge an initial rate equal to the Wall Street Journal Prime Rate that is in effect on the date on which the loan application is received by FirstBank plus 0.5%. If either the Wall Street Prime rate or the 10 year home equity loan rate is below 5% at loan application, a 5% interest rate will be used for the loan. The applicable interest rates shall apply to only those loans approved after the date of execution of the Agreement and through the term of this Agreement. Loans shall be made until the funding committed by FirstBank or Arvada is exhausted.

The loans the City presents to FirstBank that are for low and moderate income applicants shall be subsidized by a lump sum payment made at the time of closing. The loans for applicants whose maximum income is 130% above the subsidized limit shall be made by FirstBank at the prevailing home equity installment loan rate.

3.4 FirstBank shall provide all loan collection services and pay all costs applicable for loans made under the conditions of this Agreement.

3.5 FirstBank shall provide all loan services and pay all costs applicable, including the appraisal fee, for loans made under the conditions of this Agreement.

3.6 FirstBank shall pay all loan loss reserve costs for all loans made under the conditions of this Agreement.

3.7 FirstBank shall not discriminate against any person, business, corporation or entity for reason of race, religion, age, marital status, sex, sexual orientation, military status, or condition of disability for purposes of this Agreement.

3.8 FirstBank agrees to abide by all Local, County, State and Federal rules, laws, ordinances or regulations pertaining to this Agreement and the Essential Home Repairs Program.

3.9 FirstBank shall comply with all applicable provisions of the Program Guide of the Essential Home Repairs Program before releasing loan funds.

3.10 FirstBank shall pay all data processing costs incurred for loans made under this Agreement.

3.11 FirstBank shall not charge any loan application fee, loan origination fee, appraisal or similar charges to an applicant for a loan through the Essential Home Repairs Program.

3.12 Loan approval or disapproval shall be completed, upon compliance with Bank's documentation requirements, no later than 7 business days after application.

3.13 FirstBank shall provide the following services in closing the loan:

- a. Subsidized Loans: Upon approval of a loan by FirstBank and Arvada, FirstBank shall close the loan with the applicant. The proceeds check shall be made jointly to the applicant and Arvada. The check shall be released to Arvada after the 3 day right of rescission period and upon receipt of the interest subsidy payment and "Determination of Interest Subsidy" from Arvada. Arvada shall hold the funds in an escrow account for the owner. Upon completion of the construction work, any remaining funds in the escrow account shall be issued to FirstBank for reducing the principal of the applicant's loan. No adjustment shall be made to the applicant's monthly payment.

b. Non-Subsidized Loans: Upon approval of the loan by FirstBank, FirstBank shall close the loan with the applicant. The loan proceeds shall be made by check jointly to the applicant and Arvada. The check shall be released to Arvada after the 3 day right of rescission period. Arvada shall hold the funds in an escrow account for the owner. Upon completion of the construction work and full payment for such work, any remaining funds in the escrow account shall be paid to FirstBank for reducing the principal of the applicant's loan. No adjustment shall be made to the applicant's monthly payment.

3.14 In the event a loan applicant prepays a subsidized loan, Arvada shall be entitled to a refund from FirstBank of that portion of the interest subsidy which was paid by Arvada to FirstBank at the time of execution of the Loan. That portion of the interest subsidy to be refunded to Arvada will be determined by BANK upon payoff of the loan.

3.15 During the term of this Agreement, except as provided, FirstBank shall not alter or modify its criteria concerning the following for loan approval and processing except as may be required by law, or except with the written consent of Arvada.

a. Loan Underwriting.

1. FirstBank will lend up to a maximum of \$50,000 per loan, not to exceed a 80% loan-to-value ratio and not to exceed a term of 120 months. FirstBank, at its discretion, may originate a loan up to 90% loan-to-value ratio under the terms set forth in this Agreement.
2. There must be 12 months of reliable income history.
3. Net worth will not be a primary consideration, but should be at least zero or above.
4. The borrower's total monthly obligations should not exceed 40% of total gross income.
5. Good credit history will be vital with no delinquencies beyond 30 days.
6. Any past tax liens, judgments, and collection accounts that are still outstanding will be unacceptable. If these obligations have been paid, FirstBank will accept the loan application for further consideration.

If any of the above criteria does not strictly meet each minimum guideline, FirstBank may still possibly consider the request.

b. Documentation Requirements.

1. Personal financial statement and, if appropriate, business tax returns and financial statements;
2. Personal income verification (paystub, W-2, or tax return);
3. Employment verification (completed by FirstBank);
4. Residential appraisal (if necessary);
5. Ownership and encumbrance report;
6. Flood statement;
7. Copy of the borrower's homeowner's insurance;
8. Current credit report; and
9. FirstBank account number to be used for automatic payment.

3.16 FirstBank agrees to process loans at the following locations:

FirstBank - Northwest
6355 Ward Rd
Arvada, Colorado 80004

or

FirstBank - Northwest
4350 Wadsworth Blvd.
Wheat Ridge, Colorado 80033

or

FirstBank - North
8800 Wadsworth Blvd.,
Westminster, CO 80021

FirstBank shall notify Arvada in writing giving 90 days notice prior to relocating either of the bank locations if it becomes necessary during the term of this Agreement.

3.17 FirstBank agrees to perform or provide the following additional services:

- a. Pre-screen loan applications submitted to Arvada so that preliminary approval can be ascertained prior to Arvada's process of verifying income, deposits, and mortgages.
- b. Provide at its own expense advertising of the Program when needed as determined by Arvada and FirstBank. Advertising may be through the use of water billing inserts, fliers, the Arvada Press, and the Arvada Report. The expense on behalf of the FirstBank shall not exceed \$2,000.00 for the term of the Agreement. And the City will match that amount at a minimum.

3.18 FirstBank agrees that it will approve Program loans that may be in second or third subordinate position behind prior existing debt secured by the applicant's property. FirstBank will subordinate a loan made through this Program where prior existing debt is refinanced by the applicant upon request by the applicant provided the applicable underwriting criteria applied by FirstBank to loans made through this Program are otherwise met.

3.19 Under the terms and conditions of this Agreement, Arvada's responsibilities are as follows:

a. For loans subsidized by Arvada, Arvada shall pay to FirstBank at the time of loan closing, funds in the amount of the difference between the Arvada approved loan interest rate for an applicant and the initial annual interest rate as set forth in section 3.3 calculated upon a prepaid, discounted interest subsidy method for the approved term of the loan.

b. Arvada shall initiate and secure all verifications of income, deposit, mortgages, tax returns, credit reports, and information concerning floodplain or historical significance as applicable to each loan application. Arvada shall provide the loan applicant with FirstBank's application form and shall submit the completed application, the verifications and credit report, the description of work and cost estimates, and any other supporting documentation to FirstBank. For City subsidized loans, this information will be forwarded to FirstBank upon either loan approval by the Arvada Screening Committee of the Essential Home Repairs Program or by Arvada's Housing Rehab/Loan Specialist. All credit reports, mortgage insurance, and title search costs incurred by Arvada, where loans have been executed, may, be collected by FirstBank from the loan recipient at the time of loan closing and paid to Arvada.

The loan proceeds may be used for the cost of repairs, improvement location certificate or survey, and other documentation as required by Arvada and FirstBank.

4.0 TERMINATION.

4.1 This Agreement may be terminated upon any of the following conditions:

a. The U.S. Department of Housing and Urban Development notifies Arvada to return to the Community Development Block Grant letter of credit those City funds which have not been committed to providing loans through the Essential Home Repairs Program; or

b. Arvada terminates the Essential Home Repairs Program for whatever reason; or

c. Upon mutual written agreement of Arvada and FirstBank; or

- d. Closure or insolvency of FirstBank; or
- e. Termination by either Arvada or FirstBank following 30 days advance written notice.

5.0 ASSIGNMENT. This Agreement shall not be assigned without the prior written consent of the parties.

6.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage or fees prepaid, addressed to the party to whom the notice is to be given at the address set forth on the signature page below, or at another address as has been previously furnished in writing, to the other party or parties. The notice shall be deemed to have been given when deposited in the United States Mail.

7.0 EXHIBITS. All exhibits referred to in this Agreement are incorporated by reference.

8.0 DELAYS. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of either party.

9.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope of intent of this Agreement.

10.0 ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

11.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by both parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

12.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

13.0 BINDING EFFECT. This Agreement shall be to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

14.0 DEFAULT. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damage or both.

15.0 WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

16.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to enforcement, shall be strictly reserved to Arvada and FirstBank and nothing contained in this Agreement shall allow any such claim or right of action by any other third party on Agreement. It is the express intention of Arvada and FirstBank that any person or entity other than Arvada or FirstBank receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

DATED this ____ day of _____, 2020.

CITY OF ARVADA, a Colorado municipal corporation

Marc Williams, Mayor
8101 Ralston Road
P.O. Box 8101
Arvada, Colorado 80001-8101

ATTEST:

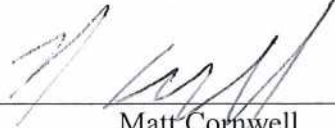
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

FIRSTBANK - Northwest


By: Matt Cornwell
Title: President
Address: 6355 Ward Rd
Arvada, CO 80004

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 8th day of December, 2020, by Matt Cornwell, as President, FirstBank – Northwest.

Witness my hand and official seal.

(SEAL)


Notary Public



My commission expires: 10/12/2024

FIRSTBANK - Northwest



By: Matt Cornwell
Title: President
Address: 4350 Wadsworth Blvd
Wheat Ridge, CO 80033

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 8th day of December, 2020, by Matt Cornwell, as President, FirstBank - Northwest.

Witness my hand and official seal.

(SEAL)





Notary Public

My commission expires: 10/12/2024

FIRSTBANK - NORTH


By: Dawn Davis
Title: President
Address: FirstBank North,
8800 Wadsworth Blvd
Westminster, CO 80021

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 8th day of December, 2020, by Dawn Davis, as President, FirstBank - North.

Witness my hand and official seal.

(SEAL)




Notary Public

My commission expires: 10/12/2024



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.6.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-006 A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06

Report in Brief

Attached for Council consideration is a Resolution Authorizing Change Order No.1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06.

The Arvada Team recommends that City Council approve R21-006, A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06.

Financial Impact

This is a one-time request of \$1,600,000 and there is adequate funding for this amendment in the following account:

UT Wastewater Collections and Disposal Systems Financial Project Account CIP Number 98532

Background

The Ralston Trunk sewer line is a large interceptor pipe that serves the central area of the City, generally in the Ralston Creek basin. A major reinvestment and capacity expansion project for this sewer interceptor started in January, 2020 and is anticipated to be complete in May, 2021. Over the course of the project to date, the City team has identified significant cost overruns. The increases have come from multiple challenges, including unaccounted-for asphalt costs, unanticipated field conditions, additional materials costs, and change orders for required work outside the original scope.

The change order includes additional work, beyond the original contract scope, associated with the construction of the 30-inch Ralston Trunk sewer line and repair of existing infrastructure as summarized within the following table:

Item	Description ADD	Qty.	Unit	Unit Cost	Add/Delete
1.	6-inch Asphalt Trench Patching	15,561	SY	\$60.50	\$941,440.50
2.	Saw Cutting	6,621	LF	\$2.31	\$15,294.50
3.	Additional 2-Inch Asphalt Lift	3,593	SY	\$19.00	\$68,267.00
4.	Minor Contract Revisions	1	LS	\$574,998.00	\$574,998.00
	TOTAL ADD				\$1,600,000.00

SUBJECT: R21-006 A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06

PAGE: 2
ITEM: 8.A.6.

Asphalt trench patching was added to the contractor's scope of work after the Utility Trench Asphalt Replacement program was canceled due to increased costs associated with the program's contract renewal. Asphalt quantities identified in Change Order No. 1 includes all asphalt installed to date and estimates for additional asphalt needed to complete the Ralston Trunk sewer project.

Proposed minor contract revisions include all costs associated with unanticipated field conditions, additional materials costs, and change orders submitted by contractor. Change orders submitted by the contractor are currently under review by the Arvada team.

Discussion

In response to the escalating cost for this project, the City team has made a decision to pause the installation of the 30-inch pipe. The construction contractor is nearing a logical stopping point, at approximately 80% complete and the City team has directed the contractor to plan for ceasing construction activity at that point shown on the attached map. At 80% complete, all of the known capacity and operational issues in the interceptor will have been addressed. The remainder of the project is required to meet long-term needs; however, this work is not as urgent as other sewer line projects currently identified in other areas. The remaining 20% of this project will be examined in the Wastewater Master Plan currently in development for prioritization against other needs.

The original contract amount approved by City Council for this project was approximately \$5.3 million. At 80% complete, we estimate an additional \$1.6 million will be required. Funds are available in the wastewater enterprise fund balance to cover this amount, and it requires reallocating funding from other projects to fund the completion of this project. If we were to complete the project to 100%, we estimate an additional \$1.4 million would be required. Considering other known bottlenecks in the City's sewer system, and especially limitations in the North Trunk sewer line serving the planned development in the northwest, the City team recommends ceasing construction activity for this project at that point shown on the attached map.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The Utility Department has a performance measure to update and improve the City wastewater collection system. This action aligns with the City Council Strategic Plan Priority Area of Infrastructure.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that City Council approve R21-006, A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06.

Suggested Motion:

SUBJECT: R21-006 A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06

PAGE: 3
ITEM: 8.A.6.

I move that R21-006, A Resolution Authorizing Change Order No. 1 to an Agreement by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the Amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06, be (approved) (rejected).

Prepared by:

Kris Gardner, Civil Engineer III

Reviewed by:

Karen Custer, Administrative Assistant

12/14/2020

Hannah Gregory, Legal Administrative Assistant

12/21/2020

Approved by:

Jacqueline Rhoades, Civil Engineer III 12/14/2020

Don Wick, Director of Public Works 12/14/2020

Bryan Archer, Director of Finance 12/14/2020

Erika Pierce, Litigation Paralegal 12/21/2020

Lori Graham, Senior Assistant City Attorney 12/21/2020

Brad Moloney, Deputy City Attorney 12/21/2020

Lorie Gillis, Deputy City Manager 12/22/2020

Mark Deven, City Manager 12/22/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-006

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND IRON WOMAN CONSTRUCTION AND ENVIRONMENTAL SERVICES, LLC IN THE AMOUNT OF \$1,600,000.00 FOR THE RALSTON TRUNK SEWER REPLACEMENT – INDEPENDENCE ST. TO SIMMS ST. PROJECT, PROJECT NO. 17-SR-06

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, Change Order No. 1 to an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Iron Woman Construction and Environmental Services, LLC in the amount of \$1,600,000.00 for the Ralston Trunk Sewer Replacement – Independence St. to Simms St. Project, Project No. 17-SR-06.

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

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

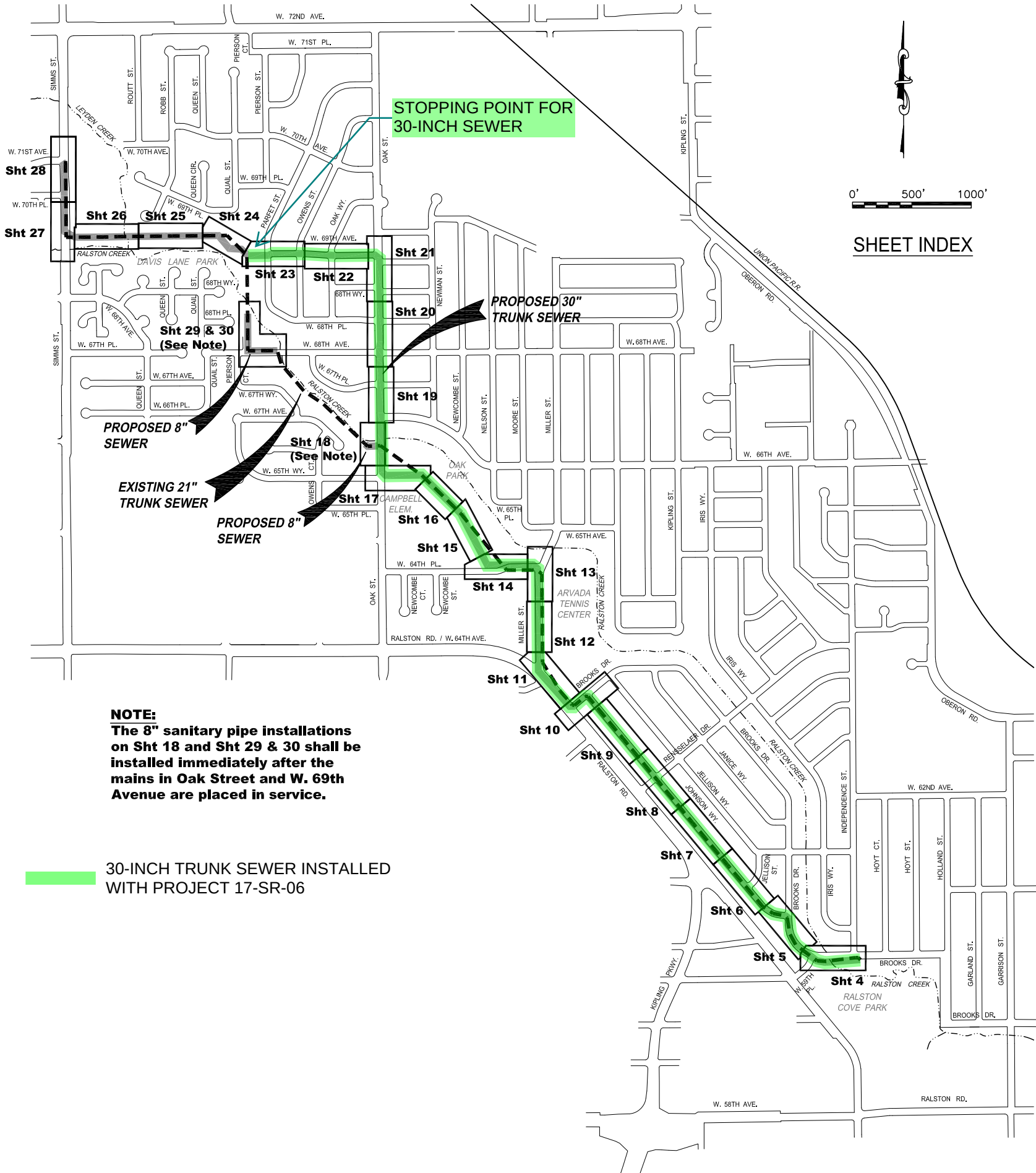
ATTEST:

City Clerk

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

By: _____

APPROX. PAY QUANTITIES		
QUANTITY		ITEM
PIPES AND MANHOLES		
11800	LF	30" PVC SEWER PIPE
16	LF	21" PVC SEWER PIPE
258	LF	8" PVC SEWER PIPE
413	LF	8" PVC SEWER PIPE TO BE INSTALLED IN EXIST. 27" PIPE
70	LF	42" STEEL CASING PIPE
29	EA	6' DIA. MANHOLE
32	EA	5' DIA. MANHOLE
5	EA	5' DIA. DROP MANHOLE
8	EA	4' DIA. MANHOLE
5	EA	CONNECT TO EXISTING MANHOLE
20	EA	CONCRETE PLUG PIPE AT EXISTING MANHOLE
87	EA	CONNECT TO EXISTING SANITARY SERVICE LINE
10000	CY	SELECT BACKFILL
140	VF	MANHOLE COATING
UNDERDRAIN		
2225	LF	12" UNDERDRAIN, PERFORATED SDR 35 PVC PIPE
7	EA	UNDERDRAIN CLEANOUT
2	EA	CONNECT TO EXISTING UNDERDRAIN
CONCRETE AND ASPHALT		
624	SY	REMOVE & REPLACE CONCRETE
3	EA	REMOVE & REPLACE ADA RAMP
105	LF	TRUNK MAIN CONCRETE ENCASEMENT AT CREEKS
4	EA	CONCRETE CUT OFF WALLS
ABANDON AND REMOVALS		
4865	LF	REMOVE & DISPOSE OF EXIST. 21" VCP PIPE
420	LF	REMOVE & DISPOSE OF EXIST. 15" VCP PIPE
2225	LF	REMOVE & DISPOSE OF EXIST. 12" UNDERDRAIN
1990	LF	REMOVE & DISPOSE OF EXIST. 10" CI PIPE
18	EA	REMOVE & DISPOSE OF EXIST. MANHOLE
5	EA	EXIST. MANHOLE TO BE ABANDONED IN PLACE
1200	CY	FLOWFILL 21" VCP TO BE ABANDONED
LANDSCAPE		
5	EA	REMOVE TREE
1	LS	IRRIGATION SYSTEM REHABILITATION
1	LS	RESEED
1	LS	SOD
1	LS	GRAVEL PATH RESTORATION, DAVIS LANE PARK
1	LS	LANDSCAPE IMPROVEMENTS, 6897 PARFET ST. (SHEET 23A)
MISCELLANEOUS		
1	LS	EROSION CONTROL



NO.	REVISION	DATE	BY
1			
2			
3			
4			
5			

Public Works Department Engineering Division 8101 Ralston Road Arvada, Colorado 80002 Phone 720-898-7640	
CITY OF ARVADA	
PROJECT NO. 17-SR-06 RALSTON TRUNK SEWER - INDEPENDENCE TO SIMMS	
SHEET INDEX & QUANTITIES	
ENGINEER TH	
DESIGN BY TH, KBC	
DRAWN BY KBC	
SHT OF	3 36

CHANGE ORDER

No. 1

TO: Iron Woman Construction &
Environmental Services, LLC
5680 Emerson St
Denver, CO 80216

Upon Contractor acceptance and City approval, the work and Contract Documents for City of Arvada, Project No. 17-SR-06, entitled Ralston Trunk Sewer Replacement – Independence St. to Simms St. will be adjusted to include the following:

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Add/Delete</u>
	<u>ADD</u>				
1.	6-Inch Asphalt Trench Patching	15,561	SY	\$60.50	\$941,440.50
2	Saw Cutting	6,621	LF	\$2.31	\$15,294.50
3	Additional 2-Inch Asphalt Lift	3,593	SY	\$19.00	\$68,267.00
4.	Minor Contract Revisions	1	LS	\$574,989.00	\$574,998.00
TOTAL ADD					\$1,600,000.00

Adjustments to Contract Price & Time

	<u>Contract Dollars</u>	<u>Calendar Days</u>
Contract Totals through and including Previous Change Orders	\$5,293,031.00	360
Adjustments this Change Order (Increase)	\$1,600,000.00	150
Contract Totals to Date – Including Change Order No. ____	\$6,893,031.00	450
Contract Time Expires on:	May 31, 2021	

APPROVED FOR CITY

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

ACCEPTED FOR CONTRACTOR

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

For Rachel Morris, City Attorney

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.7.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-007 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$365,125 to M-B Companies, Inc. for the Purchase of a Paint Truck

Report in Brief

City Council action is requested for the approval of a purchase order to replace the Paint Truck for use by Traffic Engineering, Operations and Maintenance. Fleet Services and Traffic Engineering have identified that this unit needs to be replaced as part of the 2021 Vehicle Replacement Program. The existing Paint Truck is twenty one years old and is becoming more expensive and problematic to maintain. Paint truck technology has advanced significantly in twenty one years and the existing truck has exceeded its useful life.

The Arvada team recommends that the City Council approve R21-007, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$365,125 to M-B Companies, Inc. for the Purchase of a Paint Truck.

Financial Impact

The new Paint Truck will be purchased in the amount of \$365,125 with funds from the 2021 Vehicle Replacement budget. Funds are budgeted and available in the New Vehicle and Equipment Acquisitions Program, account number 54.731010.58207, and are a one-time cost. The current Paint Truck will be sold at public action after the new truck is procured with the proceeds then being directed back into the vehicle replacement fund.

This purchase will be in accordance with Purchasing standards for solicitation under RFP-20-Paint Truck.

Background

The current Paint Truck was purchased in 2000 and originally placed on a fifteen year replacement schedule which was the industry standard for useful life of this type of equipment at that time. The City of Arvada Fleet Services has changed its vehicle replacement policy since original procurement and now replaces vehicles on a point accumulation system through use of its vehicle maintenance software system, FASTER. This point accumulation system uses a combination of vehicle age, mileage, and repair costs to calculate points; however, this program is not perfect for every application and does not account for unique vehicle features and advancements in technology. This unit would have been due for replacement in 2016 based on age per previous standards, and use of the data driven point system allowed for five years of additional use.

Discussion

The existing Paint Truck is used by Traffic Engineering, Operations and Maintenance to paint roadway striping and pavement markings to ensure safe and efficient traffic operations. This is the only vehicle of its type in the City of Arvada's Fleet and there are no alternative vehicles to accommodate the same type of work. Unscheduled maintenance, breakdowns, and downtime on the current paint truck have grown substantially in recent years since it is twenty one years old and replacement parts are becoming obsolete and more difficult to procure. The new Paint Truck will be more reliable and will include advanced safety and functionality features that will make painting Arvada's infrastructure significantly more efficient.

The City of Arvada is fortunate to have already realized the cost savings by delaying truck replacement five years and has now

reached a critical point as the condition of the current vehicle is creating inefficiencies in the maintenance of the City's roadway infrastructure. A formal RFP process was administered by Arvada's Purchasing Division and M-B Companies was selected through a scoring system as offering the most competitive vehicle package for the needs of Traffic Engineering.

Approval of this resolution and procurement of this vehicle will enable the Traffic Engineering, Operations and Maintenance team to continue the high level of service they currently provide to the City of Arvada. This vehicle replacement will enhance the efficiency and safety of our team as well as the community and is the responsible course of action to help best deliver our Vision, Mission, and Values.

Public Contact

Posting of the City Council Business Meeting.

Commission Recommendation

N/A

Strategic Alignment

This vehicle replacement supports the City Council Strategic Plan for Infrastructure by obtaining a safe and environmentally efficient fleet vehicle. It supports the Traffic Engineering priority of providing safe, reliable, and efficient transportation network for all modes of travel. The Strategic Plan for Infrastructure will also be supported by providing Traffic Engineering with the resources needed for the plan for growth while continuing to maintain roadway infrastructure replacement due to age and below ground construction.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-007, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$365,125 to M-B Companies, Inc. for the Purchase of a Paint Truck.

Suggested Motion:

I move that R21-007, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$365,125 to M-B Companies, Inc. for the Purchase of a Paint Truck, be (approved) (rejected).

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Hannah Gregory, Legal Administrative Assistant 12/21/2020

Erika Pierce, Litigation Paralegal 12/22/2020

Approved by:

Ike Miller, Fleet Services Manager 12/18/2020

Sharon Israel, Director of Utilities 12/18/2020

SUBJECT: R21-007 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$365,125 to M-B Companies, Inc. for the Purchase of a Paint Truck

PAGE: 3
ITEM: 8.A.7.

Bryan Archer, Director of Finance	12/18/2020
Lori Graham, Senior Assistant City Attorney	12/22/2020
Brad Moloney, Deputy City Attorney	12/22/2020
Lorie Gillis, Deputy City Manager	12/22/2020
Mark Deven, City Manager	12/22/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-007

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE
AMOUNT OF \$365,125 TO M-B COMPANIES, INC. FOR A PAINT TRUCK

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

Section 1. The purchasing manager is hereby authorized to issue a purchase order in the amount
of \$365,125 to M-B Companies, Inc. for the purchase of a paint truck.

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

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

PRICE QUOTATION



M-B Companies, Inc.

95 Blessing Dr.
Muncy, PA 17756
Phone: (570) 547-1621
Fax: (570) 431-6641

QUOTATION NO. BID 4947

Please refer to this number when submitting an order

To: City of Arvada, CO

Date: 11/30/2020

Attn: Whitney Smith

F.O.B. Arvada, CO

We appreciate the opportunity to submit the following quotation:

M-B Companies, Inc. Air Atomized Truck Mounted Paint Striper

The following is included in the price shown below:

Product Code	Item Description	
1126-6	M-B Companies, Inc. 1126-6 Air Atomized, Pressure Pot Style, Truck Mounted Pain Striper Body per Bid Spec RFP-20-Paint Truck 2021 Peterbilt Model 220, 26,000lbs GVW, 158" Wheelbase Quote Includes Freight, Driven to Arvada, CO Quote Includes 3 Days Startup / Technichal Training at Customer Facility M-B Standard 1 Year Warranty on Paint Striper Body	\$334,953.00

OPTIONAL EQUIPMENT

Bid Option	Item Description	
A	ARROW DYNAMIC MESSAGE AND CONTROL SYSTEM (ADS)	\$17,704.00
B	CAMERA BASED VIDEO GUIDANCE SYSTEM AND A HYDRAULIC ADJUSTABLE POINTER BAR	\$10,308.00
D	AUXILIARY OUTPUTS	\$826.00
E	STATELLITE SWITCH BOX	\$1,236.00
G	INTEGRATED BACKUP CAMERA SYSTEM	\$98.00

TOTAL QUOTE: \$365,125.00

CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE SALES TAXES

PAYMENT TERMS: Net 20

This quotation is valid for 60 Days
Delivery: 90-120 Days ARC

Unless otherwise Stated, prices quoted are for the above listed quantities shipped at one time. Prices may change if quantities differ from those shown above.

M-B Companies, Inc.

By:

Liz Fry, Inside Sales Manager
Pavement Marking Equipment Division

Customer Acceptance of Order

Signature

Date

THIS QUOTATION IS NOT AN OFFER AND IS NOT LEGALLY BINDING ON M-B. ALL SALES BY M-B SHALL BE SUBJECT EXCLUSIVELY TO M-B'S TERMS AND CONDITIONS OF SALES SET FORTH ON THE BACK HEREOF.

Standard Terms and Condition of Sale

M-B Companies, Inc. of Wisconsin ("Seller") agrees to sell products, parts or components to ("Buyer") on the terms and conditions set out in these Terms and Conditions (the "Terms and Conditions").

Placement of Orders: Processing of an order will not commence until Seller has received written confirmation. If Buyer does not issue a formal purchase order, written confirmation must include the following information: M-B model, size, other options (if applicable), prime mover model to which striper will be mounted, quantity, price, expected discount, expected delivery date, and shipping instructions. This information should appear on Buyer's letterhead, and be signed by an authorized representative of Buyer.

Acceptance: All orders are subject to final written acceptance by Seller at its home office. These Terms and Conditions constitute the final agreement between Seller and Buyer, and shall apply to all sales by Seller to Buyer. Seller's acceptance of this order is expressly conditioned on Buyer's agreement to these Terms and Conditions. Buyer shall be deemed to have consented to these Terms and Conditions in the event it accepts the shipment of any products from Seller. These Terms and Conditions supersede any and all conditions contained in Buyer's purchase order or other document furnished by Buyer. Any attempt by Buyer to vary these terms is hereby expressly objected to and rejected.

Price: Unless otherwise stated, all prices and deliveries are FOB Muncy, Pennsylvania. Prices do not include any taxes. All prices, specifications, terms and conditions are subject to change without notice. All orders will be invoiced at the price in effect when the order is received by Seller. All quotations shall be valid for a period of ninety (90) days unless otherwise noted.

Delivery Dates / Delays: Delivery date quoted shall be FOB shipping point date unless otherwise specified. Delivery dates are only estimations by Seller. In the event of delay attributable to Buyer, Buyer shall compensate Seller for delay costs. Seller shall not be liable for delays in delivery or failure to perform due to causes beyond its reasonable control, including but not limited to, acts of nature, acts of war or terrorism, Buyer's acts or failures to act, acts of government or military authority, delays in transportation or shortages, or inability due to causes beyond Seller's reasonable control to obtain necessary labor, materials, utilities, components, parts or manufacturing facilities.

Payment Terms: Payment terms are Net 20 days after invoice date (special terms may apply). Seller reserves the right to require cash payment if Seller develops doubt as to Buyer's ability to pay. Seller may charge Buyer interest at the rate of one percent (1.0%) over current prime rate per annum on past due accounts. In addition, in the event of late payment or default by Buyer, Seller shall be entitled to collect its attorneys' fees, expenses and other costs incurred in pursuing collection. Buyer shall not take any credit against payment due Seller without a written credit memorandum authorizing such credit issued in advance by Seller. Payments due to Seller, whether for the purchase of products or otherwise, shall be paid without deduction, set-off, or recoupment by Buyer.

Returns: Buyer shall not return any products unless authorized in writing by Seller with Seller's "returned materials authorization" number (RMA). The RMA must be prominently displayed on the outside of the return packaging. Any request to return products must be made within ten (10) days from the receipt of the products by Buyer. Returned products must be in first class saleable condition, in their original container, shipment prepaid. The issuance of an RMA number is not an admission of liability on Seller's part for reimbursement of any type. The returned products will be examined upon receipt, at which time proper disposition will be determined. Buyer will be advised at that time of any adjustments or credits that may be made. All products that are returned for any reason other than defective material will be subject to inspection to ensure the item's resaleable condition. In any event, a 30% restocking fee, as well as the freight charges both ways will be deducted from any credit. Nonstandard or used material, and components designed to meet Buyer's unique requirements or specifications, are not returnable. Unless otherwise expressly agreed, an order for equivalent value must accompany returned products and all such products are accepted for credit only after factory inspection. Buyer returning products must pay transportation charges and bear risks of loss or damage to goods while in transit.

Warranty: Seller provides a limited warranty pursuant to the terms of its separate Limited Warranty Policy. The Warranty is Buyer's exclusive remedy.

Limitation of Liability: Seller shall not be liable to Buyer or any Customer of Buyer for any incidental, consequential, special or punitive damages. In no event shall Seller be liable for damages which exceed the purchase price for the products.

Indemnification / Insurance: Buyer shall indemnify and hold Seller harmless from any loss, including, but not limited to, attorneys' fees and expenses, which Seller may sustain as the result of any claim arising out of or relating to use or sale of the products by Buyer, Buyer's customer, or any third party. If Buyer maintains insurance which may be applied to any liability it has to Seller pursuant to these Terms and Conditions, then Buyer agrees to take whatever actions are necessary to perfect said insurance coverage for the benefit of Seller.

Changes / Cancellation: Buyer may request changes in its order provided that Seller receives written notice of and accepts the desired changes and that Buyer accepts the additional charges as determined by Seller. Seller's refusal of Buyer's request to change its purchase order shall not be cause for Buyer's cancellation of its order except upon payment of a cancellation charge to be determined by Seller. Seller shall have the absolute right to cancel any undelivered orders upon breach thereof by Buyer, failure by Buyer to make any payment required hereunder, or insolvency or bankruptcy of Buyer. A purchase order or any part thereof which is accepted by Seller may not be cancelled by Buyer until Seller receives written notice of the cancellation, has determined reasonable additional charge to be made and the charge has been paid by Buyer.

Infringement: With respect to the products which are made by Seller based on any specifications, directions, models, or samples furnished by Buyer or commercial standards of Buyer's industry, Buyer will defend and hold Seller harmless from any and all liability and expenses arising out of or relating to any claims based on infringement or alleged infringement of patents, trademarks or copyrights from the use or sale of products made by Seller either as such or as part of complete items.

Notices: Any notice given pursuant to these Terms and Conditions shall be sent by means providing proof of delivery and: (1) if to Buyer, to its regular place of business; and (2) if to Seller: PO Box 200, 1615 Wisconsin Avenue, New Holstein, Wisconsin 53061.

Entire Agreement: The parties agree that there are no understandings, agreements or representations, express or implied not specified in these Terms and Conditions and that this instrument contains the entire agreement between Seller and Buyer, and that, consequently, no course of prior dealings and no usage of the trade shall be relevant to supplement or explain any of the terms used in these Terms and Conditions.

Governing Law: These Terms and Conditions shall be construed and interpreted under the laws of the State of Wisconsin. Any disputes arising hereunder or relating to the products shall be brought in Calumet County, Wisconsin.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.8.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-008 A Resolution Authorizing an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge

Report in Brief

On December 15, 2020, City Council offered Kathryn Kurtz the position of Presiding Municipal Court Judge. She accepted the position. It has been the practice of City Council to utilize employment agreements with Council Appointees.

The Arvada team recommends that the City Council approve R21-008, A Resolution Authorizing an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge.

Financial Impact

The Agreement contains the terms and conditions of Ms. Kurtz's employment and provides for an annual salary of \$150,000. This is currently budgeted and will be paid from Municipal Court's budget.

Background

On October 16, 2020, City Council launched a national recruitment for the vacant Presiding Municipal Court Judge position. Several candidates submitted resumes and were considered preliminarily by City team members. Six candidates were selected by the City team for further consideration by City Council. City Council chose to interview four finalists for the position. On December 15, 2020, following their interviews, City Council offered the position to Kathryn Kurtz and she has accepted the position.

Discussion

Under the home rule Charter of the City of Arvada, City Council has three appointees. One of these is the Presiding Municipal Judge. In order to effectively perform and oversee all judicial functions of the Arvada Municipal Court consistent with the Code of Judicial Conduct and the charter and ordinances of the City of Arvada, it is necessary to appoint someone to fill the position of Presiding Municipal Judge. Approval of Ms. Kurtz's Employment Agreement will ensure this position is filled.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

This action is in alignment with the Safe Community Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R21-008, A Resolution Authorizing an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge.

Suggested Motion:

I move that R21-008, A Resolution Authorizing an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge, be (approved) (rejected).

Prepared by:

Linda Haley, Director of Human Resources

Reviewed by:

Toni Riebschlager, Law Office Administrator 12/23/2020

Approved by:

Gabriella Bommer, Deputy Director of Human Resources 12/22/2020

Bryan Archer, Director of Finance 12/23/2020

Brad Moloney, Deputy City Attorney 12/23/2020

Lorie Gillis, Deputy City Manager 12/23/2020

Mark Deven, City Manager 12/23/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-008

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BY AND BETWEEN THE CITY OF ARVADA AND KATHRYN C. KURTZ
AS PRESIDING MUNICIPAL COURT JUDGE

WHEREAS, under Section 58-72 of the Arvada City Code, City Council must appoint a presiding municipal court judge to preside over the Arvada municipal court; and

WHEREAS, The City needs a full-time Presiding Municipal Court Judge; and

WHEREAS, Kathryn C. Kurtz wishes to serve as and the City wishes to appoint Kathryn C. Kurtz as the Presiding Municipal Court Judge.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge. The Agreement is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

EMPLOYMENT AGREEMENT
BY AND BETWEEN THE CITY OF ARVADA AND KATHRYN C. KURTZ AS
PRESIDING MUNICIPAL COURT JUDGE

1.0 PARTIES. The Parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation (“City”), and Kathryn C. Kurtz (“Employee”), collectively the “Parties.”

2.0 PURPOSE AND RECITALS.

2.1 The City needs a full-time Presiding Municipal Court Judge.

2.2 The Employee wishes to serve as and the City wishes to appoint Employee as the Presiding Municipal Court Judge.

2.3 Both Parties wish to formalize their understanding relating to the terms and conditions of Employee’s work.

2.4 In consideration of the mutual covenants contained in this Agreement, the Parties agree as set forth herein.

3.0 APPOINTMENT.

3.1 Appointment. The City appoints Employee as the Presiding Municipal Court Judge for Arvada and Employee accepts the appointment on the terms and conditions set forth in this Agreement.

3.2 Full-time employee. The Employee will be a full-time employee of the City and may not engage in the private practice of law during the term of this Agreement.

4.0 TERM.

4.1 Term. This Agreement will commence on January 4, 2021, and continue until terminated by City Council action or until the Employee resigns, whichever comes first.

4.2 Rights not limited. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 10. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the Employee to resign at any time from her position with the City, subject only to the provisions set forth in Section 10.

- 4.3 Serves at Council's pleasure. Both Parties acknowledge the Employee serves at the pleasure of City Council and may be terminated from employment by City Council at any time, for any reason, with or without cause.

5.0 SCOPE OF WORK. Employee will successfully perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. 1973, 13-10-101, *et seq.*, as amended; the Arvada City Municipal Code, as amended; provided in her job description; provided within this Agreement; and as City Council may assign. All duties assigned to Employee will be appropriate to and consistent with Employee's professional role and responsibilities. The City Council will not interfere with, or attempt to influence, the judicial decisions of Employee or the assistant Municipal Judges.

6.0 LICENSURE. Employee warrants she is licensed to practice law in Colorado without limitation. Employee must maintain her license to practice law in good standing throughout the term of this Agreement as a condition of employment. Should Employee no longer be authorized to practice law in Colorado, this Agreement will terminate immediately for good cause.

7.0 COMPENSATION.

- 7.1 Base salary. City agrees to pay Employee an annual base salary of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) beginning on the effective date of this Agreement and payable in installments at the same time other City employees are paid. Thereafter, the Employee's salary may be adjusted as set forth herein and at the discretion of the City Council. Payments made are subject to such withholdings as may be required or regulated by law, or that are authorized from time to time by Employee.
- 7.2 Appropriation. All payments or financial obligations of the City provided herein are subject to annual appropriation by City Council.

8.0 OTHER BENEFITS.

- 8.1 Retirement; Deferred compensation.
- 8.1.1 Retirement account. The City does not participate in the Social Security System. However, the City will deposit an amount equal to 10.02% of Employee's base salary into a qualified 401(a) account managed by the Employee, with such deposit to be made during the respective calendar year in generally equal proportionate amounts each pay period. Employee will contribute at least an amount equal to 8% of her salary with deposits being made in the same manner and at the same time as the City's contributions. Employee will be fully vested in the City's contribution at the time the contribution is made.

- 8.1.2 Deferred compensation plan. Employee may participate in the City's 457 Deferred Compensation Plan on the same terms and conditions as do other City employees.

8.2 Insurance.

- 8.2.1 Health. The City will provide health, hospitalization, dental, and vision insurance for Employee and her dependents, and will pay a portion of the total premiums thereon, on the same ratio and basis as for other City employees.

8.2.1.1 Upon separation or retirement from the City, the Employee, at her expense, may participate in a City-sponsored health benefit plan under the same terms and conditions as other regular City employees, except if the Employee becomes Medicare eligible while participating in a City-sponsored plan, the Employee will no longer be eligible to participate in the City-sponsored plan. For purposes of this subsection, "Medicare eligible" means when the Employee is at least 65 years of age and is eligible to purchase into the Medicare system, or when the Employee is at least 65 years of age and has accrued the required number of covered quarters to be eligible for Medicare.

- 8.2.2 Life. The City will purchase and pay premiums on a life insurance policy for the Employee on the same basis as it does for other City employees.

- 8.2.3 Disability. Employee may purchase and pay premiums for a long-term disability policy through the City contracted administrator. The policy shall be equivalent in content to the group policy which the City maintains for its highest category of management personnel covered by long-term disability insurance. Participation in any such program may be subject to the eligibility and underwriting requirements of the policy issuer.

8.3 Leave time.

- 8.3.1 Executive leave. The City acknowledges that Employee must devote time outside normal office hours to the business of the City. As a result, the City will grant to Employee on an annual basis 40 hours of "executive leave" to be used as she deems appropriate during normal office hours. Executive leave must be used during the calendar year in which it is accrued or it will be forfeited. Executive leave may not be carried over from year to year.

- 8.3.2 Vacation leave. Upon commencing employment under this Agreement, the Employee will accrue vacation leave at a rate of eight hours per each full month of employment.

8.3.3 Sick leave. Upon commencing employment under this Agreement, the Employee will accrue sick leave at a rate of eight hours per each full month of employment.

8.3.4 Use and carryover limitations on leave. Except as set forth herein, the City's personnel rules dictate the use and carryover limitations of leave time.

8.3.5 Payment for leave.

8.3.5.1 Upon termination or resignation, the City will not compensate Employee for her accrued and unused executive leave.

8.3.5.2 Upon termination or resignation, the City will compensate Employee for her accrued and unused vacation leave as provided in the personnel regulations of the City at the time of such termination.

8.3.5.3 Upon termination or resignation, the City will not compensate Employee for her accrued and unused sick leave.

8.4 Professional development.

8.4.1 Dues and subscriptions. The City will pay professional dues, license fees, and subscriptions reasonably necessary for Employee's continuing and full participation in national, regional, state, and local professional associations and organizations that are beneficial to both her professional development as a judge and to the interests of the City.

8.4.2 Continuing legal and judicial education. The City will pay reasonable expenses for Employee's attendance at in-state continuing legal education classes necessary to maintain Employee's Colorado state attorney license.

8.4.3 Travel expenses. The City will pay travel and per diem expenses reasonably necessary to promote the Employee's attendance at professional meetings, seminars, and conferences including, but not limited to, the Colorado Municipal Judges Association Conference, that are beneficial to both her professional development as a judge and to the interests of the City.

9.0 OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

9.1 Generally. The City Council may fix any such other terms and conditions of employment, as it may deem appropriate from time to time. All such terms and conditions must be consistent with and not conflict with the provisions of this Agreement, the City Charter, or any other law.

9.2 Hours of work. Both Parties acknowledge that the proper performance of the duties of the Presiding Municipal Court Judge will require the Employee to generally observe normal business hours, and may also require work outside of normal

business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties, and that the compensation provided in this Agreement includes compensation for all such additional services.

9.2.1 Marriage ceremonies. Employee is permitted by law to perform marriage ceremonies. Any compensation or stipend she receives for such ceremonies shall be retained by Employee, who will be solely responsible for any income tax due on such payment as if she were self-employed.

9.3 Rules applicable. All provisions of the City Charter and personnel rules relating to holiday leave, "fringe" benefits, and working conditions not addressed in this Agreement as those provisions now exist or hereafter may be amended apply to Employee as they would to other employees of the City, except that provisions of the City's personnel rules setting forth the due process rights of employees who are disciplined (including being terminated) do not apply to Employee.

9.3.1 Floating holidays. Employee will use her floating holidays on legal holidays which require the closure of Colorado Courts.

9.4 Performance review. The Parties agree that it is in the best interests of the City and the Employee for the Employee to receive an annual performance review by the City Council. The purpose of the performance review is to promote communication between the Parties, to ensure useful feedback about the Employee's performance, to allow the Employee to provide perspective about the role and job duties of the Presiding Municipal Court Judge, and to establish goals and objectives for future performance.

9.4.1 Process. Employee's initial performance review will be held in executive session at the first available regularly scheduled City Council meeting held six months after the Employee's appointment. Employee's second review will be held in executive session at the first available regularly scheduled City Council meeting held twelve months after the initial review. Thereafter, employee's review will be held every twelve months. The City Council may adjust the Employee's salary at any time during or after Employee's second regularly scheduled review and on a yearly basis thereafter. The Parties may, by mutual agreement, provide for more frequent reviews. Nothing in this subsection limits the ability of the City Council to schedule a review of the Employee's performance on an as-needed or *ad hoc* basis. Nothing in this subsection serves to modify or limit City Council's right or authority to terminate Employee under Section 10. Nothing in this section limits the ability for Employee and City Council to meet with each other on topics other than the performance review.

9.5 Municipal Court committee. Employee shall report to the full City Council through the Municipal Court committee. The purpose of this committee is to provide an

efficient and effective informational conduit between Employee and City Council on matters other than specific cases that come before the Arvada Municipal Court.

- 9.6 Residency requirement. Employee agrees to establish residence in the City within six months from her first date of work as the Presiding Municipal Court Judge for the City. Employee further agrees that once she establishes residency in the City, Employee will maintain her personal and physical presence (domicile) throughout the remainder of this Agreement at a dwelling unit within the City that will be her fixed, permanent, and primary home.
- 9.7 Indemnification. The City will defend, hold harmless and indemnify Employee against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as the Presiding Municipal Court Judge. The City will compromise and settle any such claim or suit, pay the amount of any settlement or judgment, including attorneys' fees incurred therein, in accordance with the provisions of the Colorado Governmental Immunity Act. Employee will cooperate with and assist the City in defense of any suit or other legal action or demand that arises from or out of the Employee's conduct as the Presiding Municipal Court Judge. The City has no obligation to defend, hold harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring for actions outside the normal course and scope of the Employee's duties.

10.0 TERMINATION; SEVERANCE PAY.

- 10.1 Termination by the City. The Employee will be deemed terminated by the City if any of the following events occur:
- 10.1.1 Termination. The Employee is terminated by the City Council at any time when Employee is willing and able to perform the duties of the Presiding Municipal Court Judge; or
- 10.1.2 Across-the-board salary reductions. The City reduces the salary or other financial benefits of Employee in a greater percentage than applicable in an across-the-board reduction for all City employees; or
- 10.1.3 Refusal to comply. The City refuses, following written notice to the City from the Employee, to comply with any provision contained in this Agreement that benefits Employee; or
- 10.1.4 Other. The Employee resigns following a formal or informal suggestion by a majority of City Council that she resign, and the Employee, at her sole option, deems this action to be a "termination." The termination will be effective as of the date of City Council's suggestion.

- 10.2 Severance pay due to Employee. If any of the events set forth in Subsection 10.1 occur, the City will pay Employee all amounts due and owing to the Employee through the date of termination, plus a severance amount equal to three (3) months base salary. The severance payment may be made as a lump sum cash payment or through regular pay period payments, at the option of the Employee. For purposes of this Agreement, “base salary” includes only the Employee's salary as described in Section 7 as it may be increased from time to time, as well as medical, dental, vision, and life insurance benefits, and retirement plan contributions. “Base salary” does not include vacation or other leave accrual, or any other benefit not specified in this subparagraph. Employee will not be entitled to any cash settlement of the value of any benefit accruing following termination.
- 10.2.1 Severance pay not due to Employee. If the Employee is terminated because she has been convicted of any illegal act involving personal gain to her; or of any offense constituting a violation of C.R.S. §18-8-301, *et. seq.* or of C.R.S. §18-8-401, *et. seq.*; or because she is suspended or disbarred from the practice of law; or because of a violation of the Colorado Code of Judicial Conduct; or because she has violated this Agreement; or for other good cause, the City will not be obligated to pay Employee any severance amount.
- 10.3 Resignation. In the event Employee wishes to resign her employment, she must give written notice to the City at least 30 days prior to the effective date of her resignation. Acceptance of her resignation by City Council will not be deemed a “termination” by City Council. Within 30 days of the effective date of resignation, the City will pay the Employee for all accrued leave to which she is entitled under this Agreement. The City will not be obligated to pay Employee any additional compensation or severance after her separation. Failure to give the required 30 days’ notice of the effective date of her resignation constitutes a waiver and forfeiture by Employee of her right to demand payment by the City of all accrued leave.

11.0 GENERAL PROVISIONS.

- 11.1 Integration, Amendment, and Severability. This Agreement represents the entire agreement between the Parties; there are no oral or collateral agreements or understandings. The Parties, by mutual agreement, may amend this Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Agreement. If any provision in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be deemed severable, and as such, the remaining provisions will continue in full force and effect.
- 11.2 Binding effect. This Agreement will be binding upon and inure to the benefit of the Parties, and to their respective heirs at law, personal representatives, and successors in interest, as applicable.

- 11.3 No third party beneficiaries. Both Parties understand and agree that enforcement of the terms and condition of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the Parties. Nothing in this Agreement may give or allow any such claim or right of action to any third party. Any person other than the Parties who receives services or benefits under this Agreement is deemed to be an incidental beneficiary only.
- 11.4 Governing law and venue. This Agreement will be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for enforcement of this Agreement will be in the appropriate court in Jefferson County, Colorado.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, as of the date set forth below.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

EMPLOYEE

Kathryn C. Kurtz



REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.B.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-009 A Resolution Authorizing the Adoption of the Naming and Renaming of Public Spaces and Facilities Policy

Report in Brief

In 2014, Arvada team members worked with Council member Mark McGoff to develop a draft City Council Policy on Naming and Renaming of Public Spaces and Facilities. For a variety of reasons, this draft policy was reviewed during the Council Workshop of May 12, 2014 and was never adopted. More recently, the policy was reviewed at a City Council Workshop on September 23, 2019. After following up on a few comments and concerns received from citizens and others, the policy is now ready for adoption by City Council.

The Arvada team recommends that the City Council approve R21-009, A Resolution Authorizing the Adoption of the Naming and Renaming of Public Spaces and Facilities Policy.

Financial Impact

There is no financial impact to the City associated with this item.

Background

The packet submitted with the agenda includes a compatible internal policy that would direct our team in accordance with the approved Council policy.

Discussion

The proposed policy lays out a series of community values to guide the process and ensure that the naming of facilities is consistent with the wishes of the community.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

Consideration of a City Council Policy on Naming of Public Spaces and Facilities aligns with the Organizational and Service Effectiveness 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 R21-009, A Resolution Authorizing the Adoption of the Naming and Renaming of Public Spaces and Facilities Policy.

Suggested Motion:

I move that R21-009, A Resolution Authorizing the Adoption of the Naming and Renaming of Public Spaces and Facilities Policy, be (approved) (rejected).

Prepared by:

Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Toni Riebschlager, Law Office Administrator

9/10/2020

Rachel Morris, City Attorney

12/20/2020

Gordon Reusink, Director of Vibrant Community and Neighborhoods

12/21/2020

Lorie Gillis, Deputy City Manager

12/22/2020

Mark Deven, City Manager

12/22/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-009

A RESOLUTION AUTHORIZING THE ADOPTION OF THE NAMING AND RENAMING
OF PUBLIC SPACES AND FACILITIES POLICY

WHEREAS, the Arvada City Council established a City Council Policy Manual through the adoption of Resolution 14-008 on January 6, 2014, which included the adoption of the original Policy establishing the Manual, along with several City Council policies; and

WHEREAS, additional policies were incorporated through the adoption of Resolution 14-063 on April 24, 2014, Resolution 16-147 on November 7, 2016, Resolution 17-021 on March 6, 2017, and Resolution 20-041 on May 18, 2020; and

WHEREAS, the Arvada City Council now wishes to adopt an additional policy on the naming and renaming of public spaces and facilities to be included in their Policy Manual.

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

Section 1. The Naming and Renaming of Public Spaces and Facilities Policy is hereby adopted and shall be made a part of the Arvada City Council Policy Manual.

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

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



POLICIES AND PROCEDURES

Authorized by City Council: Resolution No. 20-_____

Policy No.

Effective date:

TITLE: Naming and Renaming of Public Spaces and Facilities

PURPOSE: The purpose of this policy is to establish the final approval authority, criteria, and procedure for the naming and renaming of public spaces and facilities.

POLICY: The naming and renaming of public spaces and facilities shall be in the sole discretion and responsibility of the City Council. This policy is compatible with the internal policy and procedure entitled "Policy for Naming and Renaming Public Facilities" which is attached to this Policy. A public space or facility may be named for a living person, but this is anticipated to be in a rare circumstance. In the event a public space or facility is named, it shall not be in perpetuity. The City Council reserves the authority to revisit the naming of any public space or facility at any time.

DEFINITIONS: Public spaces and facilities shall include all spaces, buildings, and structures which are owned by, or under the jurisdiction of the City of Arvada, with the exception of any facilities or spaces utilized by the Arvada Center.

PROCEDURE:

1. Proposals for the naming or renaming of a public space or facility may be initiated as set forth in the internal policy and procedure.
2. Proposals that complete the process set forth in the internal policy shall be referred to the City Council for review and questions at a Council Workshop. At the end of the Workshop review, City Council may instruct the City team to provide additional information on the proposal at a future Workshop, table the proposal, or instruct the City team to include the proposal on the agenda of a future City Council Business Meeting.
3. The information submitted to the City Council at a Workshop and any Business Meeting regarding a naming or renaming proposal shall include at a minimum:
 - A. The proposed name.

- B. The rationale or justification for the name.
 - C. The level of community participation in the development of the proposed name.
 - D. Evidence of any opposition to the proposed name.
- 4. If City Council instructs the City team to include a proposal on the agenda of a future City Council Business Meeting, the proposed Resolution naming or renaming a public space or facility shall be placed on a City Council Business Meeting agenda under "Staff Presentation."
 - 5. Prior to City Council consideration of a naming or renaming proposal at a City Council Business Meeting, the public shall be notified of the proposal and written comments from the public shall be accepted until a date certain.
 - 6. Council shall have the option to adopt, reject, postpone or table the Resolution.



POLICIES AND PROCEDURES

Authorized by City Manager: _____

Policy No.

Effective date:

TITLE: **Policy for Naming and Renaming Public Spaces and Facilities**

PURPOSE: To establish an internal procedure for submitting recommended names to City Council for the naming and renaming of existing and future public spaces and facilities.

POLICY: To ensure that naming and renaming of public spaces and facilities will enhance the values and heritage of the City of Arvada and will be compatible with community interest.

DEFINITIONS: Public spaces and facilities shall include, but not be limited to parks, recreation facilities, pathways, open spaces, athletic fields, tennis courts, ponds, lakes, reservoirs, playgrounds, shelters, picnic areas, horseshoe courts, equestrian facilities, shuffleboard courts, golf courses, outdoor theaters, buildings on park or open space land, gymnasiums, swimming pools, public buildings and all rooms and structures within, bridges or other structures, and parking garages. Public spaces and facilities shall not include any facilities or spaces utilized by the Arvada Center.

PROCEDURE:

Section 1 - Lead Committees

The City Manager designates the following committees as the "Lead Committees" in overseeing, evaluating, and advising the City Council in any naming or renaming of a public facility. The lead committee shall receive and coordinate comment and input from other Commissions and the public as appropriate.

Arvada Park Advisory Committee (APAC) - Parks, recreation facilities, pathways, open spaces, athletic fields, tennis courts, ponds, lakes, reservoirs, playgrounds, shelters, picnic areas, horseshoe courts, equestrian facilities, shuffleboard courts, golf courses, outdoor theaters, buildings on park or open space land, gymnasiums, swimming pools and public open spaces.

City of Arvada Building Committee - Public buildings and all rooms and structures within, bridges or other structures, parking garages and any other public facilities, with the exception of any building, room or facility leased by the Arvada Center for the Arts and Humanities.

Section 2 – Implementation of Procedure

This procedure may be implemented following the receipt of an initial name proposal for:

- Any planned public space or facility that is not yet built and has no official name.
- Any public space or facility that is built and has no official name.
- Open space areas that are acquired by the City for public use.
- Any public space or facility that is built and has an official name, but only as outlined in Section 6 below.

Section 3 – Who May Submit Initial Name Proposal

Any interested person may become involved in the initial name proposal for a public space or facility. To be considered, initial name proposals may be submitted from one of the following sources (“naming participants”):

- A steering committee appointed by the Parks, Golf and Hospitality Services staff to participate in the planning and/or development of a new park.
- Any person(s) or firm(s) who contributes significantly to the development of the facility. Land developers of adjoining property may be included in this group regardless of whether their contribution is voluntary or required by the City.
- An ad hoc naming committee may be assembled under the guidance of APAC and/or the Parks, Golf and Hospitality Services staff, and the Arvada Building Committee. This committee shall be comprised of residents from neighborhoods near or adjacent to the public facility to be named.
- Special interest groups (i.e. Arvada Historical Society, past park landowner, etc.) may also participate in the facility naming process.
- Any person with an interest in the park or facility.
- Any agreements with school districts shall be considered.
- City Council, City staff, the Arvada Park Advisory Committee and the Arvada Building Committee.

Section 4 – Initial Name Proposal Process and Timing

Those participating in the initial name proposal process should carefully consider the selection of a name. The name may be chosen within a group or the group may come up with a process, such as a contest, to produce a name. Ralston Cove Park was named through a contest held by the school children at Fitzmorris School in 1984. The neighborhood groups at the park planning meetings requested that the park be named by the school children. All names obtained through contests must meet the requirements set forth in this procedure.

The selection of a name shall begin following the City’s acquisition of the property and should, if at all possible, coincide with the public planning process. The selection of a

proposed name must be completed in a timely manner.

Section 5 – Naming Standards and Guidelines.

Name proposals should express appreciation to those who have contributed significantly to the City or maintain themes established for adjoining developments. Preference will be given to names having local and/or historical significance.

Names in the submitted initial name proposal should fall into one of the following categories:

- Geographic names descriptive of the location or significant natural features in or near the park or public facility.
- Historic names or events relevant to the park or public facility. The name submitted should be one of significance to a substantial portion of the community and this fact shall be documented.
- Organization or person who made a significant contribution to the park or public facility being named. Contribution, whether years of service or monetary donation, should be extensive and substantial.
- Person who made a significant contribution to the City as a whole over an extended period of time. It should be someone who has contributed in a definitive and outstanding manner to the betterment of this community and its citizens.

Unless restricted by covenant, facilities named after an individual should not necessarily be considered a perpetual name.

No public facility may be named for a living person, but this policy can be overridden with a majority vote of the City Council.

Section 6 – Submission of Initial Name Proposal

After a name is agreed upon by the naming participants as part of an initial name proposal, the initial name proposal shall be submitted to the appropriate Lead Committee. The Lead Committee shall be responsible for the evaluation of the requested name.

The naming participants must submit an initial name proposal in writing to the Lead Committee which contains the following information:

- the reasoning for the requested name and evidence of community support that includes neighbors of the park or public facility in the request. To *change* the name of a park or public facility, valid and adequate reasons must be given in the request to the committee;
- for requests commemorating a person's name, a biographical profile, written approval from that person (or next of kin if that person is deceased), and

- signed petitions with 100 signatures from Arvada residents, including neighbors of the public space or facility to be named; and
- documentation that the initial name proposal meets the standards, guidelines and other requirements outlined in this policy.

After submitting the written initial name proposal, the naming participants must contact the Parks and Urban Design Manager or the Facilities Manager to schedule the presentation of the initial name proposal with the Lead Committee. At the presentation to the Lead Committee, the naming participants must present the initial name proposal and respond to any questions posed by the Lead Committee about the proposal.

After the presentation and submission of written materials, the Arvada Park Advisory Committee or the Building Committee shall then begin the review process.

Section 7 - Approval Process

The approval process is a determination of the appropriateness of the name proposal according to the standards, guidelines and requirements set forth in this policy. The Lead Committee has primary responsibility for completing all duties required for this determination. The approval process shall begin with an evaluation period based on the type of name request.

- a) If the name proposal commemorates a person or group, a 90-day evaluation period shall begin on the date on which the naming participants make their presentation to the Lead Committee. The evaluation process shall include a careful review of the person or group being recognized in the request, and neighborhood meetings to inform the adjacent public about the request. The Lead Committee will prepare a packet for City Council that includes the name proposal, supporting documentation and the name of the acting liaison from the Lead Committee. At the request of City Council, a workshop may be scheduled with the Lead Committee to fully discuss the name proposal. Before a final determination is made, the Lead Committee shall inform City Council of their discussions about the name proposal.
- b) All other name requests shall be evaluated by the Lead Committee for a minimum of 60 days from the date of presentation to the Lead Committee. During this evaluation period, City Council shall be notified about the proposed name request.

When the Lead Committee reaches agreement, the committee will then formally present the name request to City Council for review at a Workshop, and subsequently, if requested by City Council, for City Council approval at a Business Meeting in accordance with the City Council Policy on Naming and Renaming of Public Spaces and Facilities. The final decision for naming public spaces and facilities shall always remain in the sole discretion and responsibility of City Council.

If the name is approved by City Council, the City will provide signs, where appropriate. If requested, the City may also provide additional signage displaying background information about the name. The City shall keep a permanent record of the name's documented history either on the City's website and/or with the Arvada Historical Society.

Section 8 – Renaming of a Public Facility or Space.

If there is strong interest within the community, or when otherwise deemed appropriate, City Council may rename a public space, facility or a portion thereof. Public spaces or facilities that are renamed must follow the same process, and meet the same standards and guidelines for naming of new facilities. In addition, the historical significance and geographical reference of the established name should be considered when weighing and evaluating any name change.

Section 9 - Alternatives

If the name proposal does not meet the requirements of this policy, three alternatives exist to commemorate a person or a name.

Plant-a-Tree Program: The Plant-A-Tree program promotes the planting of trees in Arvada parks and open spaces, as a rewarding and unique means of paying tribute, honoring or commemorating a person or event. The donor chooses the type of tree from the City's list and pays the wholesale cost to the City. The forestry division then selects the tree, purchases it and on the day and time requested, will plant the tree in a local park of the donor's choice. For more information or to receive a brochure regarding this program, please contact the Arvada Parks Division at 720-898-7410 or visit Arvada's web site at www.arvada.org.

Donate a Bench: Benches with commemorative name plaques may be donated through the Parks, Golf and Hospitality Services staff. The donor pays the cost of the bench and plaque to the City. The Parks, Golf and Hospitality Services Department will purchase the bench and plaque. On the date and time requested, the Parks, Golf and Hospitality Services Department will place the bench in a local park or along a trail of the donor's choice. For more information, please contact the Parks, Golf and Hospitality Services staff at 720-898-7400.

Clean a Park or Trail: The Adopt-a-Trail program may be used as an ongoing memorial activity. The requesting party may organize a group to clean a favorite park or trail. For participating in this program, the city will place a sign at the selected park or trail. The requesting party may use this sign to commemorate or honor someone. For example, "This trail cleaned by Group A in memory of J. Doe". For more information or to receive a brochure regarding this program, please contact the Arvada Parks Division at 720-898-7410 or visit Arvada's web site at www.arvada.org.

Other: The City encourages the recognition of individuals for their service to the community in ways that include the naming of activities such as athletic events, cultural presentations,

or annual festivals, which do not involve the naming or renaming of public spaces or facilities.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-010 A Resolution Establishing and Appointing Members to the 2021 Arvada Charter Review Committee

Report in Brief

Section 13.13 of the Arvada City Charter mandates that every 10 years from 2001, City Council shall appoint a Charter Review Committee to be comprised of at least fifteen registered electors of the City for the purpose of performing a comprehensive review of the Arvada Charter and for making recommendations for amendments, deletions, and other changes in writing to the City Council.

The Arvada team recommends that the City Council approve R21-010, A Resolution Establishing and Appointing Members to the 2021 Arvada Charter Review Committee.

Financial Impact

There is no financial impact. Members of the committee shall not be compensated; however, upon order of the City Council, members may be reimbursed for ordinary and necessary expenses incurred in the performance of their official duties.

Background

Section 13.13 of the Arvada City Charter mandates that every 10 years from 2001, City Council shall appoint a Charter Review Committee to be comprised of at least fifteen registered electors of the City for the purpose of performing a comprehensive review of the Arvada Charter and for making recommendations for amendments, deletions, and other changes in writing to the City Council.

There is a list of 21 members who are recommended to be appointed to the Charter Committee. Former Council Member Mark McGoff is to be designated as the Chair of the Committee. District Two Council Member Lauren Simpson shall be designated Vice-Chair of the Committee.

When the work of the Committee is complete, a written report will be forwarded to the City Council making any recommended changes to the Charter. The City Council retains the sole discretion to determine which, if any, Charter Amendment questions will appear on the November 2, 2021 Regular Municipal Election.

Discussion

The recommended action will authorize the following actions as summarized in the Resolution:

Section 1. The 2021 Arvada Charter Review Committee is hereby established for the purpose of carrying out the mandate set forth in Section 13.13 of the Arvada Charter.

Section 2. The 2021 Arvada Charter Review Committee shall be comprised of twenty-one (21) voting members, who must be registered voters residing in the City of Arvada. A member of the committee may be

removed for cause by a majority vote of all members of the City Council. Members of the committee shall not be compensated; however, upon order of the City Council, members may be reimbursed for ordinary and necessary expenses incurred in the performance of their official duties.

Section 3. The review of the Arvada Charter shall be comprehensive with special emphasis being placed upon those portions of the Charter identified by City Council. This information will be transmitted to the Committee by administrative staff.

Section 4. The work of the 2021 Arvada Charter Review Committee shall be completed no later than one-hundred and twenty (120) calendar days from the first meeting of the Committee. Once all members have been appointed to the committee, they shall meet at a time designated by the Chair of the Committee for the purpose of holding an organization meeting and for conducting such other business as it or the City Council deems necessary. Mark McGoff is hereby appointed as the Chair of the Committee. District Two Council Member Lauren Simpson shall be designated Vice Chair of the Committee. All meetings of the Committee shall be held within the corporate boundaries of the City in a public building or virtually as deemed necessary. Due to current Public Health Orders, all meetings of the Committee shall be held in a virtual environment. All meetings shall be subject to the provisions of C.R.S 24-6-402 relating to open meetings.

Section 5. The City Manager and City Attorney may provide for administrative staff of the City and other resources to assist the Committee in fulfilling its duties and responsibilities, as necessary.

Section 6. The Committee shall prepare and sign a written report, which includes recommendations for changes to the Arvada Charter. The Arvada City Council retains sole discretion to determine which charter amendment questions will appear on the November 2, 2021 Regular Municipal Election Ballot.

Section 7. This resolution shall be effective upon its approval by the City Council.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

Review of the City Charter as required by Section 13.13 aligns with the Organizational and Service Effectiveness 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 Resolution R21-010, A Resolution Establishing and Appointing Members to the 2021 Arvada Charter Review Committee.

Suggested Motion:

I move that R21-010, A Resolution Establishing and Appointing Members to the 2021 Arvada Charter Review Committee, be (approved) (rejected).

Prepared by:

Barb Morger, Executive Assistant

Reviewed by:

Gail Walker, Legal Specialist-Contracts 12/14/2020

Approved by:

Rachel Morris, City Attorney 12/20/2020

Lorie Gillis, Deputy City Manager 12/22/2020

Mark Deven, City Manager 12/22/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-010

A RESOLUTION ESTABLISHING AND APPOINTING MEMBERS TO THE 2021 ARVADA CHARTER REVIEW COMMITTEE

WHEREAS, Section 13.13 of the Arvada Charter mandates that commencing in the year 2001 and every ten years thereafter, City Council shall appoint a charter review committee to be comprised of at least fifteen registered electors of the City for the purpose of performing a comprehensive review of the Charter and for making recommendations for amendments, deletions, and other changes in writing to the City Council; and

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

Section 1. The 2021 Arvada Charter Review Committee is hereby established for the purpose of carrying out the mandate set forth in Section 13.13 of the Arvada Charter.

Section 2. The 2021 Arvada Charter Review Committee shall be comprised of twenty-one (21) voting members, who must be registered voters residing in the City of Arvada. A member of the committee may be removed for cause by a majority vote of all members of the City Council. Members of the committee shall not be compensated; however, upon order of the City Council, members may be reimbursed for ordinary and necessary expenses incurred in the performance of their official duties.

Section 3. The review of the Arvada Charter shall be comprehensive with special emphasis being placed upon those portions of the Charter identified by City Council. This information will be transmitted to the Committee by administrative staff.

Section 4. The work of the 2021 Arvada Charter Review Committee shall be completed no later than one-hundred and twenty (120) calendar days from the first meeting of the Committee. Once all members have been appointed to the committee, they shall meet at a time designated by the Chair of the Committee for the purpose of holding an organization meeting and for conducting such other business as it or the City Council deems necessary. Mark McGoff is hereby appointed as the Chair of the Committee. District Two Council Member Lauren Simpson shall be designated Vice Chair of the Committee. Due to current Public Health Orders, all meetings of the Committee shall be held in a virtual environment. All meetings shall be subject to the provisions of C.R.S 24-6-402 relating to open meetings.

Section 5. The City Manager and City Attorney may provide for administrative staff of the City and other resources to assist the Committee in fulfilling its duties and responsibilities, as necessary.

Section 6. The Committee shall prepare and sign a written report, which includes recommendations for changes to the Arvada Charter. The Arvada City Council retains sole discretion to determine which charter amendment questions will appear on the November 2, 2021 Regular Municipal Election Ballot.

Section 7. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

EXHIBIT A

MEMBERS OF THE 2021 ARVADA CHARTER REVIEW COMMITTEE

(Listed in alphabetical order)

Preston Branaugh

Kyoko Chenhalls

Shelly Cook

Lindsey Daugherty

Sharon Davis

Bob Dyer

Ken Fellman

Vanessa Kendrick

John Marriott

Mark McGoff

T.O. Owens

Jeremiah Payor

Ed Rothschild

Lauren Simpson

Anna Smith

Lisa Smith

Mike Stahl

Brett Vernon

David Wagman

Katie Winner

Nancy Young



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-011 A Resolution Authorizing the Submission by the City of Arvada of a Local Trails Partnership Program Application From Jefferson County Open Space for the Standley Lake Library Trailhead of the Rocky Mountain Greenway Trail Project

Report in Brief

The purpose of this Resolution is to provide authorization and support for the Jefferson County Trails Partnership Program application. This program provides 50% match funding for a regional project. The proposed project is a trailhead west of the Standley Lake Library that provides access to the Rocky Mountain Greenway Trail, Little Dry Creek Trail, and Heritage Canal Trail.

The Arvada team recommends that the City Council approve R21-011, A Resolution Authorizing the Submission by the City of Arvada of a Local Trails Partnership Program Application From Jefferson County Open Space for the Standley Lake Library Trailhead of the Rocky Mountain Greenway Trail Project.

Financial Impact

If partnership funding is awarded, Jefferson County will contribute approximately half of the trailhead cost: \$304,739.78. The City of Arvada will fund the other half of the project cost, which is available in the CIP accounts 94590 and 91567.

Background

The Rocky Mountain Greenway (RMG) is a system of uninterrupted multimodal trails linking three urban National Wildlife Refuges and many other local parks, open spaces, and greenbelts throughout the Denver Metro Area. The 25+ mile RMG was completed and dedicated on June 4, 2016.

The City of Arvada partnered with Jefferson County Public Library on a 2016 GOCO grant application for a new RMG trailhead west of Standley Lake Library's parking lot. Substantial work and coordination included community outreach, preliminary design, a Jefferson County Public Library letter of support, and Arvada City Council resolution for the grant application. Although the 2016 grant application was not awarded, the Jefferson County Trails Partnership Program (JCTPP) provides another opportunity to complete this trailhead project.

The proposed trailhead location is on the west side of Standley Lake Library's parking lot and east of the RMG Trail, on library-owned land. The amenities proposed for this partnership program include a shelter/kiosk, plaza, trail maps/rules, wayfinding/interpretive signage, bike racks, bike repair station, shaded benches, drinking fountain, trash receptacles, xeric garden with boulders, and lighting. Most importantly, this proposed trailhead provides safe ADA access to Arvada trails, which doesn't currently exist in this location. The JCTPP requires governing body approval for consideration of the proposed trailhead project. If this resolution is approved a letter of support for the project from the Jefferson County Public Library will also be provided.

Discussion

In addition to obtaining this resolution, a renewed letter of support from the Jefferson County Public Library is required for the JCTPP. This letter of support is targeted to be received in the first quarter of 2021, after a Board of Trustees presentation and discussion. The Jefferson County Public Library has been in support of this proposed plan in the past, and provided a letter of support during the 2016 GOCO Grant application.

If the JCTPP application is accepted and awarded, an Intergovernmental Agreement between the City of Arvada and Jefferson County Public Library will be required to solidify shared parking, maintenance, and operations of the new trailhead facility. This document is already in draft form and will be ready to share if the funding is awarded.

Public Contact

Several public engagement events, website, and social media interactions (during the 2016 grant effort). Posting of the City Council Agenda for the January 4, 2021 Council meeting.

Commission Recommendation

N/A

Strategic Alignment

The recommended action supports the following Strategic Result within the Vibrant Community and Neighborhoods Priority Area within the City Council Strategic Plan:

By 12/22, complete strategic investments and initiatives to ensure parks, trails, open space and amenities are in alignment with our diverse, growing and changing community.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-011, A Resolution Authorizing the Submission by the City of Arvada of a Local Trails Partnership Program Application From Jefferson County Open Space for the Standley Lake Library Trailhead of the Rocky Mountain Greenway Trail Project.

Suggested Motion:

I move that R21-011, A Resolution Authorizing the Submission by the City of Arvada of a Local Trails Partnership Program Application From Jefferson County Open Space for the Standley Lake Library Trailhead of the Rocky Mountain Greenway Trail Project, be (approved) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

SUBJECT: R21-011 A Resolution Authorizing the Submission by the City of Arvada of a Local Trails Partnership Program Application From Jefferson County Open Space for the Standley Lake Library Trailhead of the Rocky Mountain Greenway Trail Project

PAGE: 3
ITEM: 8.B.3.

Gordon Reusink, Director of Vibrant Community and Neighborhoods	12/14/2020
Bryan Archer, Director of Finance	12/14/2020
Gail Walker, Legal Specialist-Contracts	12/14/2020
Kylie Justus, Assistant City Attorney	12/14/2020
Rachel Morris, City Attorney	12/18/2020
Lorie Gillis, Deputy City Manager	12/20/2020
Mark Deven, City Manager	12/22/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-011

A RESOLUTION AUTHORIZING THE SUBMISSION BY THE CITY OF ARVADA OF A
LOCAL TRAILS PARTNERSHIP PROGRAM APPLICATION FROM JEFFERSON COUNTY
OPEN SPACE FOR THE STANDLEY LAKE LIBRARY TRAILHEAD OF THE ROCKY
MOUNTAIN GREENWAY TRAIL PROJECT

WHEREAS, the City of Arvada strongly supports the Jefferson County Open Space Trails Partnership Program application for the Standley Lake Library Trailhead of the Rocky Mountain Greenway Trail Project. And if the grant is awarded, the City of Arvada supports the completion of the project; and

WHEREAS, the City of Arvada is seeking \$304,739.78 from Jefferson County Open Space to construct said Project in collaboration with the Board of Trustees of Jefferson County Public Library.

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

Section 1: The City Council of the City of Arvada strongly supports the application and the appropriation of partially matching funds for a Jefferson County Open Space Trails Partnership Program.

Section 2: If the Trails Partnership Program funding is awarded, the City Council of the City of Arvada strongly supports completion of the project.

Section 3: The City Council of the City of Arvada authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 4: If the grant is awarded, City Council hereby authorizes the Mayor of Arvada to sign the partnership agreement with Jefferson County Open Space.

Section 5: This Resolution to be in full force and effect from and after its passage and approval.

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: CB21-001 An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

Report in Brief

Currently, the city has sixteen (16) individual right-of-way contractor license types which can be obtained individually or combined based on the types of work a company or firm performs. Eliminating these individual license types and offering just one (1) Municipal General Contractor's license would greatly simplify the city licensing and permitting process for development, CIP, and general right-of-way work.

In addition to offering just one license category, a Municipal General Contractor would continue to be the sole responsible party and be accountable for the work performed by subcontractors and responsible for compliance with all city codes, specifications, and approved construction drawings. This proposed change would allow subcontractors to perform their portion of the larger project without obtaining a separate city license or permit.

The Arvada team recommends that the City Council approve CB21-001, An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code (Public Hearing to be set for January 25, 2021 at 6:15 p.m.).

Financial Impact

For the calendar year 2019, 298 right-of-way licenses were issued by the City with an average annual licensing fee of \$259.31 (\$77,275.00 total revenue). Approximately 44%, or 130 of these licenses, were for contractors performing a single trade with a license fee of \$125.00. Many of these license holders would become subcontractors and work without a separate license under a Municipal General Contractor. For the small number of these contractors who maintain their own license and perform work as a Municipal General Contractor, the proposed changes would result in a licensing fee increase of \$75.00. For the remaining 56% of license holders, licensing fees would decrease by \$50.00 to \$425.00. The current maximum licensing fee is \$625.00 and we are proposing a \$200.00 flat fee for a Municipal General Contractor which is in line with the highest level Building General Contractor License and fees charged by surrounding jurisdictions. Although it is difficult to predict, it is estimated that an approximately 50% reduction in right-of-way license fees could result from this change although the benefits to the contractor through average fee reduction and simplification of process and the increased capacity of team members outweigh this relatively small reduction in revenue.

Background

As part of our ongoing process improvement efforts, our team recently completed updates to our development warranty and permitting processes for right-of-way work. To fully streamline this process, our team is proposing to simplify right-of-way contractor licensing and permitting which would require changes to the municipal contractor licensing provisions through this proposed amendment to Chapter 78, Article II - Contractors, Etc., of the Arvada City Code.

Discussion

The proposed change will accomplish two things. First, the number of licensing categories would be reduced from sixteen down to a single Municipal General Contractor category. As there is no proficiency test for each license type, the value of sixteen categories is reduced with the only advantage being a lower cost license for smaller contractors who focus on a single specialty. All license holders provide a \$20,000 licensing bond, general liability insurance, and workers compensation insurance. No changes to the bond or insurance requirements are proposed, and a moderate licensing fee for this single category would be included in a revised fee schedule. The single trade contractor would pay a slightly higher licensing fee, but overall most (multi-trade) contractors would see a licensing fee reduction with this proposal. The revised fee would also be more consistent with fees charged in surrounding jurisdictions.

Second, a single Municipal General Contractor would be required to apply for or be legally attached to each permit and this contractor would be responsible for the entire project including work of any and all subcontractors hired. Individual subcontractors would not be required to hold individual licenses to perform work under the licensed general contractor. Currently, every subcontractor must hold the appropriate City license and either obtain a separate permit for their portion of the work or attach themselves to the general contractors permit via the appropriate subcontractor form. When/if issues arise, it can be difficult to determine which of the multiple contractors is responsible for the issue. Additionally, significant staff time is expended in processing multiple licenses and permits for a single project, tracking inspections separately, and processing warranty claims and warrant acceptances for individual permits.

Based on continuous customer feedback, simplification of both licensing and permitting procedures is highly desired. In addition, a single right-of-way license is the most prevalent licensing structure used in surrounding jurisdictions with only Wheat Ridge maintaining three separate licensing types for right-of-way work.

Public Contact

Notification of the proposed changes has been sent to 398 right-of-way contractors for their review and feedback.

Commission Recommendation

N/A

Strategic Alignment

This proposal is an incremental step toward achieving the City Council Strategic Plan element for Infrastructure to update the engineering standards and City code framework by the end of 2022. In addition, this change will result in streamlined process for our customers that we feel will impact the Plan element for Community and Economic Development of 85% of development customers rate the review process as "good" and/or "excellent". For development, the licensing and permitting is the final step before construction begins so improvements in this area should drive improvements in related customer surveys.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-001, An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code (Public Hearing to be set for January 25, 2021 at 6:15 p.m.).

Suggested Motion:

I move that CB21-001, An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code, be (approved on first reading, ordered published in full and a public hearing be set for January 25, 2021 at 6:15 p.m.) (rejected).

SUBJECT: CB21-001 An Ordinance Repealing and Reenacting Article II, Contractors, Etc., of Chapter 78, Public Improvements, of the Arvada City Code (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.1.

Prepared by:
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	12/7/2020
Brita Van Horne, Deputy Director of Community & Economic Development	12/7/2020
Jacqueline Rhoades, Civil Engineer III	12/10/2020
Don Wick, Director of Public Works	12/22/2020
Ryan Stachelski, Director of Community and Economic Development	12/22/2020
Hannah Gregory, Legal Administrative Assistant	12/22/2020
Emily Grogg, Senior Assistant City Attorney	12/22/2020
Brad Moloney, Deputy City Attorney	12/22/2020
Lorie Gillis, Deputy City Manager	12/22/2020
Mark Deven, City Manager	12/22/2020

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-001
ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING ARTICLE II,
CONTRACTORS, ETC., OF CHAPTER 78, PUBLIC IMPROVEMENTS,
OF THE ARVADA CITY CODE

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

Section 1. Article II, Contractors, etc., of Chapter 78, Public Improvements, is hereby repealed and reenacted to read as follows:

ARTICLE II. – CONTRACTOR LICENSING

Sec. 78-181. - Scope.

Except as otherwise provided in this Code, general public improvements, consisting of construction, reconstruction, and repair of storm drains, irrigation ditches, sewers, water lines, curbs and gutters, sidewalks, streets, traffic-control devices, and other improvements which are constructed on public rights-of-ways, public easements, and other public property, shall be designed, constructed and installed in accordance with the provisions of this article.

Sec. 78-182. - Rules and regulations.

The city shall have the authority to make and promulgate such rules and regulations as may be found necessary for the administration and enforcement of this article not inconsistent with the Charter and the Arvada City Code.

Sec. 78-183. - General requirements.

The licensing of contractors and construction of general public improvements within the city shall be governed by chapter 18 and chapter 42, when it applies, in the same manner as the construction of improvements to private property.

Sec. 78-184. - Municipal general contractor's license; required.

It shall be unlawful to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any structure, utility, or general public improvement in the city without first obtaining a municipal general contractor's license in accordance with the provisions of this Article. The licensed municipal general contractor is responsible for all work completed on the project, including work performed by subcontractors. Fees for a municipal general contractor's license shall be in accordance with the adopted Fee Schedule for Rights-of-Way Work Permits and Services.

Sec. 78-185. – Licensing Bond.

Before a municipal general contractor's license is granted by the city, the applicant shall provide protection to the city against the use of inferior material and performance, including damages occurring as a result of willful disregard of this Code and city requirements, by posting a one year municipal general contractor's license bond, on city-prepared forms, with a warranty period of a minimum of two years, in the principal amount of \$20,000.00.

Sec. 78-186. - Insurance.

Before a municipal general contractor's license is granted, the applicant shall file certificates of insurance and Additional Insured endorsements with the city in accordance with standards established by the risk management division and in accordance with the following insurance requirements:

- (1) All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado.
- (2) Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- (2) The policy limits shall be as follows:
 - (a) The limit for each occurrence shall be not less than \$1,000,000.00. Costs of defense shall not be included within such limits or, if they are so included, the minimum limits shall be \$1,000,000.00 combined single limits.
 - (b) The general aggregate limit on amounts payable pursuant to the policy shall be unlimited, or at least \$2,000,000.00.
- (3) The policy shall include the city as an Additional Insured. The city relies on and does not waive, or intend to waive by this requirement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S § 24-10-101 et seq., as from time-to-time amended, or otherwise available to the city.
- (4) The insurer shall give the city notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the city at least 30 days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy, unless cancellation or termination is for nonpayment of premium, in which case the industry standard of ten days prior written notification shall apply.
- (5) The municipal general contractor shall be solely responsible for any deductible losses under the policy.

- (6) If the policy is a claims-made policy, the policy shall provide the municipal general contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. The municipal general contractor agrees to purchase such an extended reporting period.
- (7) If the policy is a claims-made policy, the policy shall give the city the right to purchase the extended period described in subsection (6) of this section if the municipal general contractor fails to purchase such an extended reporting period as required by this contract. The city's exercise of such right shall not relieve the municipal general contractor of any liability for its failure to purchase such an extended reporting period as required by this subsection.
- (8) If the policy is a claims-made policy, the retroactive date of any such renewal of such policy shall not later than the date this contract is signed by the parties thereto.
- (9) If the municipal general contractor purchases a subsequent claims-made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date of issuance of a municipal general contractor's license.
- 10) Before a municipal general contractor's license is granted, the applicant shall file certificates of insurance with the city from a company licensed to do business in the state evidencing coverage for statutory workmen's compensation. The insurer shall give the city notification of a cancellation or termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law. If no notification is provided by law, the insurer shall give the city at least 30 days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change on coverage of the policy.

Sec. 78-187. - Permit.

It shall be unlawful for any person to build a general public improvement without having first obtained a permit to construct, reconstruct, or repair such improvement.

The city shall issue a permit to a person applying for a permit ("Applicant"), for the construction, reconstruction, or repair of a general public improvement when the following conditions have been met:

- (1) That the Applicant submits the application for the permit on the form or system designated by the city prior to starting construction and obtains a permit for the phase of the work to be constructed or reconstructed. The applicable permit fees shall be as set forth in a fee schedule adopted by the city council by resolution on an annual basis.
- (2) That the Applicant obtains the necessary municipal general contractor license issued by the city or retains a contractor who has been duly licensed by the city prior to the issuance of the permit.

- (3) That the Applicant agrees to perform all work in accordance with the approved engineered plans and Arvada's "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements."
- (4) That the Applicant agrees that during the performance of the work, the Applicant will allow right of entry to the city inspectors, or other authorized agents of the city, to the work site and allow such inspector or agent the right to conduct tests and evaluations as to the quality of the work performed, materials used, and their conformance with Section 78-187(3). If the city determines that the work is not being so performed, the city shall order the work to cease until there is evidence satisfactory to the city that corrective measures have been taken and the work conforms to the said plans and specifications. The inspector charged with the enforcement of this chapter, acting in good faith and without malice in the discharge of his duties, shall not thereby be rendered personally liable for damage that may accrue to persons or property as a result of an act or omission in the discharge of the assigned duties.
- (5) That the Applicant, his or her contractors and subcontractors, pay all sales, use, and other taxes required by the laws of the state and the city.
- (6) That the Applicant agrees to pay a reinspection fee, as contained in the adopted fee schedule, for each inspection or reinspection when such portion of work for which the inspection is called is not complete or when corrections called for are not made. In instances where reinspections have been assessed, no additional inspection shall be performed until the required reinspection fees have been paid.
- (7) That the Applicant agrees to pay after-hours inspection fees, as contained in the adopted fee schedule, for each after-hours inspection when the inspection is requested by the Applicant or municipal general contractor and performed by the city. No additional inspection shall be performed until the required after-hours inspection fees have been paid.
- (8) Any other condition imposed on the Applicant pursuant to article V of this Chapter.

Sec. 78-188. - Engineers' plans.

Any person intending to construct, reconstruct, or repair any general public improvement shall file, with the permit application, supplemental information and plans as required to determine compliance with the Arvada City Code. Based on the project scope, required supplemental information and plans may include but not be limited to the following:

- (1) Detailed engineered plans; soils report; plat; grading plan; drainage study; erosion control plan; utility report; traffic study; structural design; and/or other pertinent calculations or studies required by the city engineer or other laws, rules, or regulations in effect. A professional engineer licensed in the state shall prepare all of the above documents submitted.

- (2) Traffic control plan; project site plan; quantity worksheet; CDOT or neighboring jurisdiction permits (when applicable); utility locate confirmation.

Sec. 78-189. - Warranty; acceptance.

No portion of work performed to construct, reconstruct, or repair a general public improvement will be placed under warranty or accepted by the city until the following expressed conditions have been met:

- (1) The Applicant must pay all fees and use tax due if any and may be subject to a project audit at the discretion of Arvada's Finance Department.
- (2) The work is inspected by the city and determined to be of good quality and free from defects for the period prescribed by the city and shall be subject to the warranty process established by the city and Article V of this Chapter.

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 on February 1, 2021.

INTRODUCED, READ, AND ORDERED PUBLISHED this 11th day of January, 2021.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney:

BY: _____

Publication Dates: January 14, 2021

Underlined indicates new material
~~Strikeover~~ indicates deleted material

ARTICLE II. — CONTRACTOR LICENSINGS, ETC.

Sec. 78-181. - Scope.

Except as otherwise provided in this Code, general public improvements, consisting of construction, reconstruction and ~~repair~~remodeling of storm drains, irrigation ditches, sewers, water lines, curbs and gutters, sidewalks, streets, traffic-control devices and similar improvements which are constructed on public rights-of-ways, easements and other public property, shall be designed, constructed and installed in accordance with the provision of this article.

Sec. 78-182. - Rules and regulations.

The ~~city engineering department~~ shall have the authority to make and promulgate such rules and regulations as may be found necessary for the administration and enforcement of this article not inconsistent with the Charter and the Arvada City Code~~ordinances of the city~~.

Sec. 78-183. - General requirements.

The licensing of contractors and construction of general public improvements within the city shall be governed by chapter 18 and chapter 42, when it applies, in the same manner as the construction of improvements to private property.

Sec. 78-184. - Municipal general contractor's license; required.

It shall be unlawful ~~for any person~~ to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any structure, utility, or any general public improvement in the citys without having first obtained a municipal general contractor's license in accordance with the provisions of this Article of the class applicable to the work to be performed. The licensed municipal general contractor is responsible for all work completed on the project, including work performed by subcontractors. Fees for a municipal general contractor's license shall be in accordance with the adopted Fee Schedule for Rights-of-Way Work Permits and Services.

Sec. 78-185. — ~~Examination; issuance.~~

~~The city engineer shall examine the qualifications and experience of the firm or person applying for a license to construct general public improvements, and upon determination that the applicant is qualified, shall issue the applicable class of municipal contractor's license upon their posting of bond, proof of insurance and payment of the annual fee.~~

~~Sec. 78-186.-- Classification; fees.~~

The classification of licenses under this article and applicable fees are as follows:

Municipal Contractors Licenses		
Construction and Reconstruction		
Class	Limitations	Fee
General Licenses		
MC-A	General Utility Contractor	\$250.00
	Allows licensee to install and repair storm drains, irrigation ditches, sanitary sewers, water mains, utility services, appurtenances and structures that are applicable thereto.	
	Blasting, tunneling, boring, and permanent trench resurfacing is specifically excluded.	
MC-B	General Street Contractor	\$250.00
	Allows licensee to perform the work of clearing, grubbing, surface excavation, filling, compacting, and grading of earthen materials; placing and compacting gravel, asphalt, recycling material and other surfacing materials; installing fences, guardrail, curbs, gutters, sidewalks, crosspans, bicycle trails, and temporary pavement markings.	
	Blasting, tunneling, boring, and structural demolition are specifically excluded.	
MC-C	Structural Concrete Contractor	\$250.00
	Allows licensee to excavate, form, set steel, place concrete, and backfill for box culverts, retaining walls, foundations, bridges, vaults, curbs, gutters, sidewalks, slope paving, cross pans, driveways, bicycle trails, and similar concrete structures where blasting is not required.	
Specialty Licenses		
MC-S1	Utility Service Contractor	\$125.00
	Allows licensee to install and repair utility services and appurtenances between the utility main and building where blasting is not required.	
MC-S2	Excavating Contractor	\$125.00
	Allows licensee to perform surface excavation, filling, compacting, and grading of earthen materials; remove and dispose of trees, stumps, fences, guardrail, frame structures, foundation, and surface debris wherein blasting is not required.	
MC-S3	Tunneling and Boring Contractor	\$200.00
	Allows licensee to excavate and backfill pits for equipment; tunnel or bore and install the required bracing, liners, casing or pipe; thread and backfill carrier pipe;	

Municipal Contractors Licenses		
Construction and Reconstruction		
	and blasting when specifically approved by the city engineer.	
MC-S4	<i>Flatwork Concrete Contractor</i>	\$125.00
	Allows licensee to excavate for forms, set steel, place concrete, and backfill for curbs, gutters, sidewalks, cross pans, slope paving, driveways, bicycle trails, curb cuts, and other similar concrete flatwork.	
MC-S5	<i>Street Patching Contractor</i>	\$125.00
	Allows licensee to prepare subgrade and compact and install base course and surfacing materials for utility trenches and street repairs. Street overlay and paving beyond minor patchwork are specifically excluded.	
MC-S6	<i>Traffic Control Contractor</i>	\$125.00
	Allows licensee to install traffic control devices such as controllers and signals, requiring hook-up to power source; signs, median barriers, guardrails, painting of traffic lanes and traffic information.	
MC-S7	<i>Fencing Contractor</i>	\$125.00
	Allows licensee to install fencing, median barriers, and guardrail.	
MC-S8	<i>Landscaping Contractor</i>	\$125.00
	Allows licensee to transplant and trim trees and shrubs, surface preparation and installation of topsoil, furnish and install planter boxes, playground equipment, trees, shrubs, sod, grasses, and sprinkler systems with hook-up to water and power sources.	
MC-S9	<i>Blasting Contractor</i>	\$125.00
	Allows the licensee to utilize explosives for demolition and excavation.	
MC-S10	<i>Demolition Contractor</i>	\$125.00
	Allows the licensee to demolish and remove bridges, retaining walls, subsurface structures of a concrete or masonry type where blasting is not required.	
MC-S11	<i>Reserved.</i>	
MC-S12	<i>Miscellaneous Contractor</i>	\$125.00
	Allows licensee to construct, install, repair or remove public improvements and/or work within public rights-of-way, easements, and other public property not specifically covered by any other license.	
MC-D	<i>General Municipal Contractor</i>	\$625.00
	Allows the licensee to perform the work on a combination of licenses, as specified in this section, for which he can qualify. The fee shall be the lesser of the combined	

Municipal Contractors Licenses	
Construction and Reconstruction	
	fees, for each individual license, or the amount indicated.

Sec. 78-18~~57~~. - Licensing bBond.

Before a municipal general contractor's license is granted by the city engineering department, the applicant shall provide protection to the city against the use of inferior material and performance, including damages occurring as a result of willful disregard of this Code and city regulation requirements, by posting a one year municipal general contractor's license bond, on city-prepared forms, with a warranty period of a minimum of up to two years, in the principal amount of \$20,000.00.

~~Notwithstanding any language in section 78-298, the director may waive posting of a cash, escrow, or letter of credit by a rights-of-way permittee who, as owner/occupant, constructs a single-family dwelling on a single parcel of land.~~

Sec. 78-18~~68~~. - Insurance.

Before a municipal general contractor's license is granted ~~by the engineering department~~, the applicant shall file certificates of insurance and Additional Insured endorsements with the city in accordance with standards established by the risk management division and in accordance with the following insurance requirements:

- (1) All coverage must be written with carriers holding a minimum A.M. Best rating of A-: VII, and authorized to do business in Colorado. The contractor's insurance must be rated "B+" or better, according to Best's Key Rating Guide, and must be admitted to do business in the state.
- (2) Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.

(3) The policy limits shall be as follows:

- (a) The limit for each occurrence shall be not less than \$1,000,000.00. Costs of defense shall not be included within such limits or, if they are so included, the minimum limits shall be \$1,000,000.00 combined single limits.
- (b) The general aggregate limit on amounts payable pursuant to the policy shall be unlimited, or at least \$2,000,000.00.

(43) The policy shall include the city as an Aadditional Insured. The city relies on and does not waive, or intend to waive by this requirement, the monetary limitations ~~(presently \$150,000.00 per person and \$600,000.00 per occurrence)~~ or any other rights,

immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S § 24-10-101 et seq., as from time-to-time amended, or otherwise available to the city.

- (45) The insurer shall give the city notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the city at least 30 days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy, unless cancellation or termination is for nonpayment of premium, in which case the industry standard of ten days prior written notification shall apply.
- (65) The municipal general contractor shall be solely responsible for any deductible losses under the policy.
- (67) If the policy is a claims-made policy, the policy shall provide the municipal general contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. The municipal general contractor agrees to purchase such an extended reporting period.
- (87) If the policy is a claims-made policy, the policy shall give the city the right to purchase the extended period described in subsection (6) of this section if the municipal general contractor fails to purchase such an extended reporting period as required by this contract. The city's exercise of such right shall not relieve the municipal general contractor of any liability for its failure to purchase such as extended reporting period as required by this subsection.
- (98) If the policy is a claims-made policy, the retroactive date of any such renewal of such policy shall not later than the date this contract is signed by the parties thereto.
- (910) If the municipal general contractor purchases a subsequent claims-made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date of issuance of a municipal general contractor's license.
- (110) Before a municipal general contractor's license is granted ~~by the engineering department~~, the applicant shall file certificates of insurance with the city from a company licensed to do business in the state evidencing coverage for statutory workmen's compensation. The insurer shall give the city notification of a cancellation or termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law. If no notification is provided by law, the insurer shall give the city at least 30 days' prior written notification of any cancellation or termination by refusal to renew the policy or of any change on coverage of the policy.

Sec. 78-1879. - Permit.

It shall be unlawful for any person to build a general public improvement without having first obtained a permit to construct, ~~or reconstruct,~~ or repair such improvement.

The city ~~engineer~~ shall issue a permit, to a person applying for a permit ("Applicant") ~~duly licensed by the city,~~ for the construction, ~~or reconstruction,~~ or repair of a general public improvement when the following conditions have been met:

- (1) That the ~~Applicant~~ licensee ~~makes~~ sumits the application for the permit, on the form or system designated, to the ~~engineering department~~ city ~~48 hours or more~~ prior to starting construction and obtains ~~the~~ permit for the phase of the work to be constructed. The applicable permit fees shall be as set forth in a fee schedule adopted by the city council by resolution on an annual basis.
- (2) That the Applicant obtains the necessary municipal general contractor's license issued by the city or retains a contractor who has been duly licensed by the city prior to the issuance of the permit.
- (3) That the ~~Applicant~~ permittee agrees to perform in accordance with the approved engineered plans and ~~the city~~ Arvada's "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements."
- (43) That the ~~Applicant~~ permittee agrees that during the performance of the work, ~~the Applicant~~ will allow right of entry to the city inspectors, or other authorized agents of the city, to the work site, and allow such inspector or agent the right to conduct tests and evaluations as to the quality of the work performed, materials used, and their conformance with Section 78-187(3) ~~the approved plans and specifications~~. If the city determines that the work is not being so performed, the ~~engineering department~~ city shall order the work to cease until there is ~~satisfactory~~ evidence satisfactory to the city that corrective measures have been taken and the work conforms to the said plans and specifications. The inspector charged with the enforcement of this chapter, acting in good faith and without malice in the discharge of his duties, shall not thereby be rendered personally liable for damage that may accrue to persons or property as a result of an act or omission in the discharge of the assigned duties.
- (4) ~~That the permittee agrees that in performance of the work he will observe and comply with the provisions of the Charter, ordinances, and rules and regulations of the city and state, and federal laws that in any manner limit, control, or apply thereto.~~
- (5) That the ~~Applicant~~ permittee, his or her contractors and subcontractors, pay all sales, use, and other taxes required by the laws of the state and the city.
- (6) That the permittee agrees to pay a reinspection fee, as contained in the adopted fee schedule, for each inspection or reinspection when such portion of work for which the inspection is called is not complete or when corrections called for are not made. In instances where reinspections have been assessed, no additional inspection shall be performed until the required reinspection fees have been paid.

- (7) That the Applicant agrees to pay after-hours inspection fees, as contained in the adopted fee schedule, for each after-hours inspection when the inspection is requested by the Applicant or municipal general contractor and performed by the city. No additional inspection shall be performed until the required after-hours inspection fees have been paid.

- (87) Any other condition imposed on the permittee pursuant to article V.

Sec. 78-18890. - Engineers' plans.

Any person intending to construct, reconstruct, or ~~repair~~~~model~~ any general public improvement shall file, with the permit application, supplemental information and plans as required to determine compliance with the Arvada City Code. Based on the project scope, required supplemental information and plans may include but not be limited to a written request for plan review and approval with the engineering department, signed by the owner of the property involved, or his authorized agent, and the application must be accompanied by the following:

- (1) Two or more complete sets, where applicable, of: detailed engineered plans; soils report; plat; grading plan; drainage study; erosion control plan; utility report; traffic study; structural design; and/or other pertinent calculations or studies required by the city engineer or other laws, rules, or regulations in effect. A professional engineer licensed in the state shall prepare all of the above documents submitted.
- ~~(4)~~(2) Traffic control plan; project site plan; quantity worksheet; CDOT or neighboring jurisdiction permits (when applicable); utility locate confirmation.

Sec. 78-18991. - Warranty; acceptance.

No portion of work performed to construct, ~~or~~ reconstruct, ~~or repair~~ a ~~general~~ public improvement will be placed under warranty or accepted by ~~the engineering department for the~~ city until the following expressed conditions have been met:

- (1) The Applicant must pay all fees and use tax due, if any, and may be subject to a project audit at the discretion of Arvada's Finance Department. That the permittee shall furnish in triplicate and on department of revenue forms, certified receipts of sales, use and other similar taxes required by law on all materials and equipment incorporated in or used in the performance of the work.
- (2) The work is inspected by the city and determined to be of good quality and free from defects for the period prescribed by the city and shall be subject to the warranty process established by the city and Article V of this Chapter. permittee shall warrant the work to be of good quality and free from defects for the period prescribed in the city "standard specifications for design and construction," section 78-261 et seq., from and after the date of acceptance by the city.



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: CB21-002 An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

Report in Brief

Council action is requested on the attached ordinance authoring the first amendment to the 2021 operating and capital budget in the amount of \$950,000.00 and authorizing the first amendment to the Intergovernmental Agreement by and between the State of Colorado acting by and through the Department of Transportation and the City of Arvada for the signal replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)).

The Arvada team recommends that the City Council approve CB21-002, An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Public Hearing to be set for January 25, 2021 at 6:15 p.m.).

Financial Impact

Funding for this project is available in Financial Project No. 93731 and 93732, HSIP 58th and Independence and HSIP 86th and Kipling. The funding includes \$855,000 in federal aid and \$95,000 of local match contribution.

Background

In February 2017, the City was awarded a grant for \$525,000.00 through the Federal Highway Safety Improvement Program (HSIP) and the Colorado Department of Transportation (CDOT) to improve the intersections of West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street. HSIP is a core federal aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads and whose objective is to target resources where they will be most effective, with a focus on performance. This project will reconstruct the traffic signals and upgrade pedestrian infrastructure to meet current standards at both locations. The project will also include slight widening of the eastbound right turn lane at West 58th Avenue & Independence Street.

In March 2020, the City requested and awarded additional funding in the amount of \$425,000.00 for this project to offset rising construction costs, upgrade additional pedestrian infrastructure and enhance intersection operations related to large-vehicle turning movements and constrained lane widths. With the additional funding, the City was able to successfully obtain a total of \$950,000.00 in federal aid.

SUBJECT: CB21-002 An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

PAGE: 2
ITEM: 8.C.2.

Discussion

Since 2017 when the City was awarded the HSIP grant, construction costs has been steadily increasing. Furthermore, through the design process it was identified that additional improvements to surrounding pedestrian infrastructure and vehicle operations would benefit all transportation modes utilizing each of these intersections. In order to provide enhanced improvements, additional funding was requested and awarded by CDOT in March 2020.

Public Contact

Both motorists and pedestrians have expressed concerns at both intersection locations through emails, phone calls and Ask Arvada submissions. The City team, in partnership with CDOT, was able to successfully obtain a federally funded grant. In addition, the City Council agenda was posted.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Infrastructure. Implementing routine and preventative maintenance measures on existing infrastructure greatly increases the efficiency of the City's transportation system while providing safe travel for all transportation modes.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-002, An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

Suggested Motion:

I move that CB21-002, An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)), be (approved on first reading, ordered published in full, and a public hearing set for January 25, 2021, at 6:15 P.M.) (rejected).

Prepared by:
Sylvia Lopo, Traffic Engineer

SUBJECT: CB21-002 An Ordinance Authorizing the First Amendment to the 2021 Operating and Capital Budget in the Amount of \$950,000.00 and Authorizing the First Amendment to the Intergovernmental Agreement By and Between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)) (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.2.

Reviewed by:

Approved by:

Jacqueline Rhoades, Civil Engineer III	12/14/2020
Don Wick, Director of Public Works	12/14/2020
Bryan Archer, Director of Finance	12/14/2020
Erika Pierce, Litigation Paralegal	12/22/2020
Lori Graham, Senior Assistant City Attorney	12/22/2020
Brad Moloney, Deputy City Attorney	12/22/2020
Lorie Gillis, Deputy City Manager	12/22/2020
Mark Deven, City Manager	12/22/2020

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-002
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE 2021 OPERATING AND CAPITAL BUDGET IN THE AMOUNT OF \$950,000.00 AND AUTHORIZING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION AND THE CITY OF ARVADA PERTAINING TO THE SIGNAL REPLACEMENTS AT WEST 58TH AVENUE & INDEPENDENCE STREET AND WEST 86TH PARKWAY & KIPLING STREET, PROJECT NO. 18-TC-03 (CDOT PROJECT NO. SHE M040-033 (SA22275))

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

Section 1. The 2021 Operating and Capital Budget for the Capital Improvements Fund is hereby amended to increase by an additional \$950,000.00 for the purpose of expenditure of the City's match share, if any, from a grant through the Colorado Department of Transportation for Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)).

Section 2. The Mayor or the Mayor Pro-tem is authorized to sign, and the City Clerk to attest, in substantially the same form as approved by the City Attorney, a First Amendment to an Intergovernmental Agreement between the State of Colorado Acting By and Through the Department of Transportation and the City of Arvada Pertaining to the Signal Replacements at West 58th Avenue & Independence Street and West 86th Parkway & Kipling Street, Project No. 18-TC-03 (CDOT Project No. SHE M040-033 (SA22275)).

Section 3. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED this 11th day of January, 2021.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication dates: January 14, 2021

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: SHE M040-033 (22275)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 19-HA1-XC-00068-M0006
Local Agency CITY OF ARVADA		Original Agreement Routing Number 19-HA1-XC-00068
Agreement Maximum Amount	\$950,000.00	Agreement Performance Beginning Date The later of the effective date or July 17, 2019
		Initial Agreement expiration date April 19, 2029

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY OF ARVADA _____ Marc Williams, Mayor Date: _____	LOCAL AGENCY (Additional Signatures) _____ Kristen Rush, City Clerk Date: _____ _____ Approved As To Form: Rachel Morris, City Attorney Date: _____

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

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____
--

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

Signal replacements in Arvada at 58th Avenue and Independence Street, and 86th Parkway and Kipling Street.

5) MODIFICATIONS

- a) Increase Total Budgeted Funds of \$525,000.00 by \$425,000.00 to a new Total Budgeted Funds of \$950,000.00;
- b) Replace Exhibit C with C-1 which is attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit C-1 - FUNDING PROVISIONS**SHE M040-033 (22275)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$950,000.00 ,which is to be funded as follows:

1. BUDGETED FUNDS					
a. Federal Funds					
(90.00% of Participating Costs)				\$855,000.00	
b. Local Agency Matching Funds					
(10.00% of Participating Costs)				\$95,000.00	
TOTAL BUDGETED FUNDS				\$950,000.00	
2. OMB UNIFORM GUIDANCE					
a. Federal Award Identification Number (FAIN):				TBD	
b. Federal Award Date (also Phase Performance Start Date):				See Below	
c. Amount of Federal Funds Obligated:				\$0.00	
d. Total Amount of Federal Award:				\$855,000.00	
e. Name of Federal Awarding Agency:				FHWA	
f. CFDA# - Highway Planning and Construction				CFDA 20.205	
g. Is the Award for R&D?				No	
h. Indirect Cost Rate (if applicable)				N/A	
3. ESTIMATED PAYMENT TO LOCAL AGENCY					
a. Federal Funds Budgeted				\$855,000.00	
b. Less Estimated Federal Share of CDOT-Incurred Costs				\$0.00	
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$855,000.00	
4. FOR CDOT ENCUMBRANCE PURPOSES					
a. Total Encumbrance Amount				\$950,000.00	
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109				\$0.00	
	Net to be encumbered as follows:				\$950,000.00
Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.					
WBS Element 22275.10.30		Performance Period Start*/End Date			
		TBD / TBD		Design	3020 \$0.00
WBS Element 22275.20.10		TBD / TBD		Const.	3301 \$0.00

*The Local Agency should not begin work until all three of the following are in place:

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

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 90.00% federal-aid funds to 10.00% Local Agency funds, it being further understood that such ratio applies only to the \$950,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$950,000.00 , and additional federal funds are made available for the Work, the Local Agency shall pay 10.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$950,000.00 , then the amounts of Local Agency and Federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$950,000.00 (for CDOT accounting purposes, the federal funds of \$855,000.00 and the Local Agency matching funds of \$95,000.00 will be encumbered for a total encumbrance of \$950,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

DI. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iiii. Independent CPA

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



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.3.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: CB21-003 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020 (Public Hearing to be set for January 25, 2021 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 \$235,574,524 was approved by City Council in October 2019. The carryover ordinance approved by City Council in July 2020 increased the total appropriation by \$47,118,520 bringing the current budget to \$282,693,044. This ordinance requests that City Council approve a final clean-up ordinance that will add an additional \$19,503,361 to the budget bringing the final total appropriation to \$302,196,405.

The Arvada team recommends that the City Council approve CB21-003, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020 and set a public hearing for January 25, 2021 at 6:15 p.m.

Financial Impact

The overall increase in the 2020 appropriation is \$19,503,361 and will bring the total appropriation to \$302,196,405. 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 to the beginning of the fiscal year. Throughout any given budget year, many things can change. Most of these changes can be accommodated within the appropriation that the City Council adopts. Other changes, such as grants and extraordinary expenditures, require City Council approval.

At the beginning of the year, there may be items that were not 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 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 nine funds.

The attached table provides a summary of the history of the adjustments made to each fund in 2020. The following information summarizes the adjustments by fund:

General Fund - \$11,396,986

An increase of \$9,754,746 is needed for CARES Act programs and the purchase of supplies and equipment related to COVID-

19. CARES act reimbursements from Jefferson and Adams County will cover \$9,454,746 of the expenses. The remaining \$300,000 will come from fund balance reserves.

An increase of \$1,250,000 is needed for the payback of loans to the Arvada Urban Renewal Authority (AURA) and the Arvada Economic Development Association. These loans were funded prior to the receipt of the CARES Act funds. This increase will repay AURA and AEDA the amount of their contributions as the business loans were converted to grants following receipt of the CARES Act funds.

An increase of \$172,880 is needed for the mowing contract. This contract was moved from the Streets fund and will be funded with a transfer from the Streets fund.

An increase of \$83,769 is needed for the purchase of equipment for the KATV control room and lighting in City Council chambers. This purchase will be funded from accumulated PEG fee revenue.

An increase of \$75,000 is needed for a contribution to Jefferson Parkway Public Highway Authority.

An increase of \$32,000 is needed for expenses related to the 2020 Census. These expenses are covered by a grant from the Department of Local Affairs.

An increase of \$27,591 is needed for police overtime. The overtime is covered by a state and federal grant.

An increase of \$1,000 is needed for the purchase of water rights in Public Works. This cost will be reimbursed.

The requests in the General fund will be funded with grants, transfers from other funds or from fund balance reserves.

Streets Fund - \$355,140

An increase of \$355,140 is needed for additional street maintenance work that was performed in 2020. The increase will be funded by a transfer of \$98,374 from the Capital Improvement fund and \$256,766 from fund balance reserves.

Housing Authority Fund - \$1,501,284

An increase of \$1,346,636 is needed for an increase in rent vouchers.

An increase of \$154,648 is needed for a increase to the Mainstream rent vouchers which is a new program that supports vouchers for families with disabled members up to age 62.

The requests noted above will be funded from Housing and Urban Development grants.

Tax Increment .21 Fund - \$138,312

An increase of \$138,312 is needed for training, equipment and COVID-19 supplies that will all be reimbursed through Federal Justice Assistance Grants (JAG) and Bureau of Justice Assistance (BJA) grants.

Tax Increment .25 Fund - \$18,000

An increase of \$18,000 is needed for overtime that will be reimbursed through a Federal Drug Enforcement Agency (DEA) grant.

Capital Improvement Project Fund - \$5,140,092

An increase of \$1,500,000 is needed for the second budget amendment that was approved by City Council on August 3, 2020 for a grant from the Colorado Department of Transportation for trail and sidewalk improvements to Alkire Street.

An increase of \$3,500,000 is needed for streetscaping along Ralston Road. This streetscaping project will be funded by AURA.

An increase of \$130,000 is needed for a storm drain issue related to the Wadsworth right turn lane project. This will be reimbursed by the Stormwater fund.

An increase of \$10,092 is need for hydrant work in the Ralston Road Phase 1 project. This will be reimbursed by the Water fund.

Stormwater Fund - \$135,493

An increase of \$37,099 is needed for the construction of deicer tanks. The will be reimbursed by a transfer from streets maintenance.

An increase of \$26,394 is needed for maintenance expenses for Church Ditch. These expenses will be reimbursed by Jefferson Center Metropolitan District.

An increase of \$72,000 is needed for expenses related to the Lower Ralston Creek project. This will be funded through a grant from Colorado Water Conservation Board.

Computer Fund - \$629,488

An increase of \$107,500 is needed for the MARC Core maintenance. This system is shared with the City of Lakewood and they will reimburse half of the cost.

An increase of \$78,500 for additional Google licenses is needed.

An increase of \$55,000 is needed for additional licenses for Windows Enterprise.

An increase of \$36,515 is needed for additional licenses to the Oracle payroll module.

An increase of \$88,000 is needed for the replacement of the Oracle report writer which is de-supported at the end of the year.

An increase of \$42,000 is needed of the increase increased cost of Citrix licenses.

An increase of \$65,884 is needed for an increase to the Net Motion and Mobileiron licenses to support remote access.

An increase of \$59,818 is needed for the purchase of Crowdstrike Falcon which will replace Kaspersky.

An increase of \$50,200 is needed to implement Automax patch management and automation.

An increase of \$46,071 is needed for Cloudflare web application firewall and Risk Sense vulnerability management software.

The requests noted above will be funded from fund balance reserves in the Computer Fund.

Vehicle Fund - \$188,566

An increase of \$128,699 is needed for the first budget amendment that was approved by City Council on June 15, 2020 for the purchase of a heavy vehicle lift for the new Parks/Fleet building.

An increase of \$46,000 is needed for an emergency fuel pump repair and an emergency oil system repair.

An increase of \$6,240 is needed for unbudgeted shelving for the new Parks/Fleet maintenance building. The emergency fuel pump repair and the shelving will be funded from fund balance reserves in the Vehicle fund.

An increase of \$7,627 is need for roller greens for the golf course. This will be funded through a transfer from the Golf fund.

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 City Council approve CB21-003, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020 and set a public hearing for January 25, 2021 at 6:15 p.m.

Suggested Motion:

I move that CB21-003, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2020, be (approved on first reading, ordered published in full and a public hearing be set for January 25, 2021 at 6:15 p.m.) (rejected).

Prepared by:
Lisa Yagi, Assistant Finance Director

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	12/10/2020
Bryan Archer, Director of Finance	12/10/2020
Gail Walker, Legal Specialist-Contracts	12/10/2020
Kylie Justus, Assistant City Attorney	12/10/2020
Rachel Morris, City Attorney	12/18/2020
Lorie Gillis, Deputy City Manager	12/22/2020
Mark Deven, City Manager	12/22/2020

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-003
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ADDITIONAL APPROPRIATION
FOR FISCAL YEAR 2020

WHEREAS, the City Council of the City of Arvada adopted Ordinance No. 4714 (Council Bill No.19-043), which authorized the annual appropriation for Fiscal Year 2020; 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 2020 are exceeding the revenues as anticipated in the budget for 2020.

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 2020.

City of Arvada Final Appropriation

Fund	Final Budget
General Fund	\$108,976,922
Conservation Trust Fund	\$468,826
Street Maintenance Fund	\$13,721,457
Community Development Fund	\$1,203,002
Housing Authority Fund	\$5,600,046
Parks Fund	\$10,324,022
Police Seizure	\$777,988
Police Tax Increment Fund .21	\$5,773,708
Police Tax Increment Fund .25	\$6,430,210
Debt Service	\$5,363,282
COP Debt Service Fund	\$2,131,842
Special Assessments	\$--

Capital Improvement Projects Fund	\$27,171,847
Construction Fund	\$--
Water Fund	\$58,951,168
Wastewater Fund	\$22,182,988
Golf Course Fund	\$6,645,823
Stormwater Fund	\$7,169,922
Food Service Fund	\$1,789,112
Insurance Fund	\$2,388,300
Computer Replacement Fund	\$3,286,764
Print Shop	\$340,661
Vehicle Fund	\$5,499,644
Building Fund	\$5,998,871
AEDA	\$--
Total Appropriation	\$302,196,405

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 11th day of January, 2021.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: January 14, 2021

City of Arvada Final Appropriation

Fund	Original Budget	Carryover Ordinance	Clean Up Ordinance	Final Budget
General Fund	\$ 94,600,276	\$ 2,979,660	\$ 11,396,986	\$ 108,976,922
Conservation Trust Fund	\$ 468,826			\$ 468,826
Streets Fund	\$ 9,926,437	3,439,880	\$ 355,140	\$ 13,721,457
Community Development Fund	\$ 1,203,002			\$ 1,203,002
Housing Authority Fund	\$ 4,098,762		\$ 1,501,284	\$ 5,600,046
Parks Fund	\$ 10,204,022	120,000		\$ 10,324,022
Police Seizure	\$ 28,988	749,000		\$ 777,988
COP Series 2005 Debt Service	\$ 2,131,842			\$ 2,131,842
Police Tax Increment Fund	\$ 5,242,396	393,000	\$ 138,312	\$ 5,773,708
Police Tax Increment Fund	\$ 6,412,210		\$ 18,000	\$ 6,430,210
Debt Service Fund	\$ 5,363,282			\$ 5,363,282
Capital Improvement Projects Fund	\$ 10,029,674	12,002,081	\$ 5,140,092	\$ 27,171,847
Special Assessments	\$ -			\$ -
Construction	\$ -			\$ -
Water Fund	\$ 46,013,689	12,937,479		\$ 58,951,168
Wastewater Fund	\$ 15,593,732	6,589,256		\$ 22,182,988
Golf Course Fund	\$ 6,645,823			\$ 6,645,823
Stormwater Fund	\$ 4,281,802	2,752,627	\$ 135,493	\$ 7,169,922
Food Service Fund	\$ 1,774,903	14,209		\$ 1,789,112
Insurance Fund	\$ 2,323,300	65,000		\$ 2,388,300
Computer Replacement Fund	\$ 2,657,276		\$ 629,488	\$ 3,286,764
Print Shop	\$ 340,661			\$ 340,661
Vehicle Fund	\$ 4,869,855	441,223	\$ 188,566	\$ 5,499,644
Building Fund	\$ 1,363,766	4,635,105		\$ 5,998,871
AEDA	\$ -	-		\$ -
Total	\$ 235,574,524	\$ 47,118,520	\$ 19,503,361	\$ 302,196,405

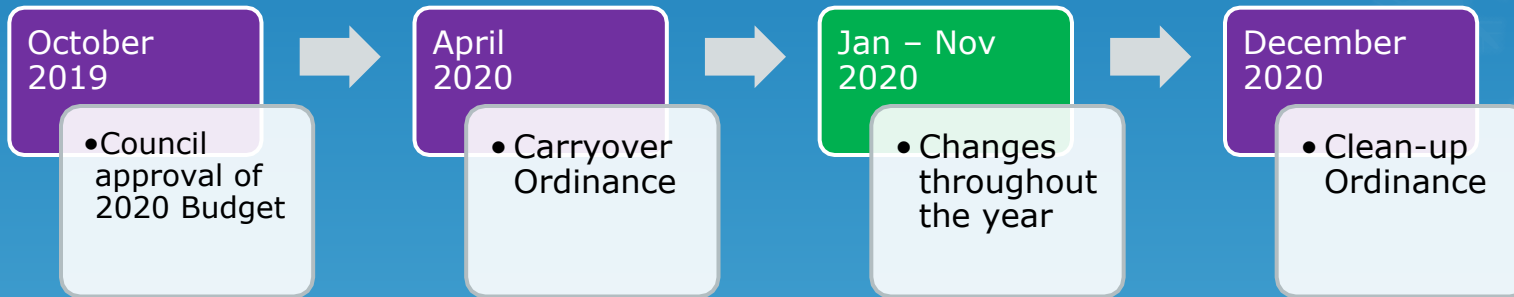
2020 Supplemental Appropriation



City Council
January 4, 2021



Annual Budget Process



Ordinances

Resolutions



Original Budget	\$ 235,574,524
Carryover Ordinance	47,118,520
Current Budget	\$ 282,693,044
General	\$ 11,396,986
Streets Fund	355,140
Housing	1,501,284
Police Tax Increment Funds	156,312
Capital Improvement Fund	5,140,092
Stormwater Fund	135,493
Computer Replacement Fund	629,488
Vehicle Fund	188,566
Supplemental	\$ 19,503,361
Final Revised Budget	\$ 302,196,405



Additional Appropriation

- All requests have equivalent revenue sources (grants, revenue over budget, etc.) to offset
- *OR*
- There are sufficient reserves to cover the expenditures



General Fund

- \$9,454,746 in expenditures
- \$9,154,746 CARES Act grants from Jefferson and Adams Counties
- \$300,000 from fund balance reserves



General Fund

- \$1,250,000 for the payback of loans to AURA and AEDA
- \$172,880 for the mowing contract
- \$83,769 for equipment and new lighting in City Council chambers
- \$75,000 for funding of JPPHA
- \$60,591 various operating expenditures



Streets Fund

- \$355,140 for additional streets maintenance (funded by a transfer from CIP and fund balance reserves)



Housing Fund

- \$1,346,636 for an increase in rent vouchers (offset by Housing grants)
- \$154,648 for Maintstream rent vouchers – vouchers for families with disabled members up to age 62 (offset by Housing grants)



Police Tax Increment Funds

- \$138,312 for training, equipment and COVID-19 supplies (offset by various grant revenues)
- \$18,000 for overtime (offset by grant revenues)

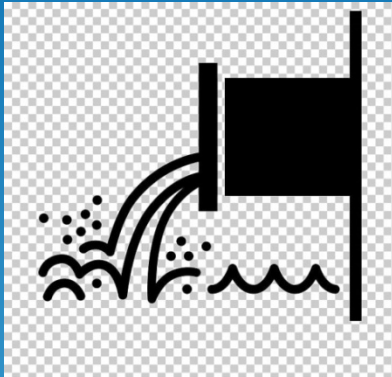


Capital Improvement Fund

- \$1,500,000 for the second budget amendment for trail improvements at Alkire (offset by grant revenues)
- \$3,500,000 for streetscaping along Ralston Road (funded by AURA)
- \$140,092 miscellaneous issues on Ralston Road Phase 1 and Wadsworth (funded by the Water and Stormwater Funds)



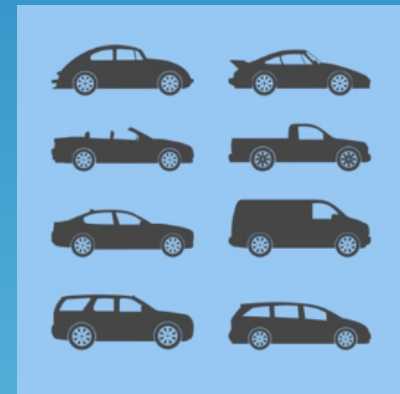
Stormwater Fund



- \$37,099 for construction of deicer tanks (funded by a transfer from Streets)
- \$26,394 for maintenance of Church Ditch (reimbursed by JCMD)
- \$72,000 for the Lower Ralston Creek project (offset of grant revenues)

Vehicle Fund

- \$128,699 for the first budget amendment for a heavy vehicle lift (funded by fund balance reserves)
- \$46,000 for an emergency fuel pump and oil system repair (funded by fund balance reserves)
- \$13,867 for miscellaneous items (funded by a transfer from the Golf Fund)



Computer Replacement Fund

- \$107,500 for MARC core maintenance (1/2 reimbursed by City of Lakewood)
- \$88,000 for replacement of Oracle report writer
- \$78,500 for additional Google licenses
- \$65,884 increase for Net Motion and Mobileiron licenses to support remote access
- \$59,818 for security software
- \$55,000 for additional Windows Enterprise licenses
- \$50,200 for patch management and automation software
- \$46,071 for firewall and vulnerability management software
- \$42,000 for increased cost of Citrix licenses
- \$36,515 for additional Oracle payroll licenses
- All items funded with fund balance reserves





Any
Questions





REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.4.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: CB21-005 An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

Report in Brief

Human Resources and City Attorney team members are recommending updates to the City of Arvada's Code of Ordinances, Chapter 70 - Personnel Rules in order to comply with new employment legislation passed by the state of Colorado that will become effective January 1, 2021. They are: The Equal Pay for Equal Work Act and the Healthy Families and Workplaces Act.

These new laws will require changes to the following sections of Articles II, III, IV, V and VI of Chapter 70, which define how the City administers job postings, hiring, compensation and paid leave.

Article II - Employment

Sec. 70-34. Job Vacancy

Sec. 70-37. Promotions and transfers

Sec. 70-38. Voluntary reassignment

Sec. 70-39. Re-employment

Article III - Employee Compensation

Sec. 70-50.2. Classification System

Sec. 70-50.3 Regrades and Reclassifications

Sec. 70-53. Appointment rate

Sec. 70-59. Pay rates upon transfer, promotion, demotion or voluntary reassignment

Sec. 70-60. Pay rates upon reclassification or regrading

Sec. 70-61. Pay rates for temporary assignments

Article IV - Attendance and Leave

Sec. 70-105. Sick Leave

Addition of a new section: Sec. 70-105.5. Additional Paid Sick Leave During a Public Health Emergency

Sec. 70-119. Sabbatical Leave

Article V - Employee Responsibilities

Sec. 70-143. Employee Conduct

Sec. 70-144. Discipline/Discharge

Article VI - Employer-Employee Relations

Sec. 70-168.1 Internal Complaint Procedure

Sec. 70-169. Pre-disciplinary Administrative Meeting

Sec. 70-170. Administrative Review

The changes are necessary for compliance with the new legislation.

The Arvada team recommends that the City Council approve CB21-005, An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code and set a public hearing for January 25, 2021 at 6:15 p.m.

Financial Impact

Financial impacts from efforts related to the Equal Pay for Equal Work Act are expected to be minimal in 2021. Financial impacts resulting from job reclassifications for equity will be presented as part of the 2022 budget and pay plan update.

The financial impact of the Healthy Families and Workplaces act is estimated at \$90,000 per year. This cost is a conservative estimate based on 2019 experience and assumes that all non-benefited employees would use 100% of their accrued sick leave. The Funds that will be affected the most are the Parks, Golf and Utilities Funds. The budgets of these specific funds have been adjusted to account for these potential increased costs.

Background

SB19-085 Equal Pay for Equal Work Act was passed in 2019 and takes effect on January 1, 2021. The law intends to close the pay gap in Colorado and ensure that employees with similar job duties are paid the same wage rate regardless of sex, or sex plus another protected status.

The Act prohibits an employer from paying one employee a wage rate less than the rate paid to an employee of a different sex for substantially similar work. Substantially similar work is determined without regard to job title and based on a composite of skill, effort, and responsibility. Shift work may also be considered.

The act allows exceptions to the prohibition against a wage differential based on sex if the employer demonstrates that a wage differential is not based on wage rate history and is based upon one or more of the following factors, so long as the employer applies the factors reasonably and they account for the entire wage rate differential:

- A seniority system;
- A merit system;
- A system that measures earnings by quantity or quality of production;
- The geographic location where the work is performed;
- Education, training, or experience to the extent that they are reasonably related to the work in question; or
- Travel, if the travel is a regular and necessary condition of the work performed.

The act prohibits an employer from:

- Seeking the wage rate history of a prospective employee or requiring disclosure of wage rate as a condition of employment;
- Relying on a prior wage rate to determine a wage rate;
- Discriminating or retaliating against a prospective employee for failing to disclose the employee's wage rate history;
- Discharging or retaliating against an employee for actions by an employee asserting the rights established by the act against an employer; or
- Discharging, disciplining, discriminating against, or otherwise interfering with an employee for inquiring about, disclosing, or discussing the employee's wage rate.

The act requires an employer to announce to all employees employment advancement opportunities and job openings and the pay range for the openings. Actions against an employer concerning transparency in pay and employment opportunities can include fines of between \$500 and \$10,000 per violation.

Employers are also required to maintain records of job descriptions and wage rate history for each employee while employed and for two years after the employment ends.

SB20-205 Healthy Families and Workplaces Act was passed in 2020. Parts of the Act took effect immediately, and others will take effect on January 1, 2021 for Colorado employers with 16 or more employees.

On the effective date of the act through December 31, 2020, all employers in the state, regardless of size, are required to provide each of their employees paid sick leave for reasons related to the COVID-19 pandemic in the amounts and for the purposes specified in the federal "Emergency Paid Sick Leave Act" in the "Families First Coronavirus Response Act".

Starting January 1, 2021, for employers with 16 or more employees, and starting January 1, 2022, for all employers, the act requires employers to provide paid sick leave to their employees, accrued at one hour of paid sick leave for every 30 hours worked, up to a maximum of 48 hours per year.

An employee begins accruing paid sick leave when the employee's employment begins, may use paid sick leave as it is accrued, and may carry forward and use in subsequent calendar years up to 48 hours of paid sick leave that is not used in the year in which it is accrued. An employer is not required to allow the employee to use more than 48 hours of paid sick leave in a year.

Employees may use accrued paid sick leave to be absent from work for the following purposes:

- The employee has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
- The employee needs to care for a family member who has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
- The employee or family member has been the victim of domestic abuse, sexual assault, or harassment and needs to be absent from work for purposes related to such crime; or
- A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work.

In addition to the paid sick leave accrued by an employee, the act requires an employer, regardless of size, to provide its employees an additional amount of paid sick leave during a public health emergency in an amount based on the number of hours the employee works.

The act prohibits an employer from retaliating against an employee who uses the employee's paid sick leave or otherwise exercises the employee's rights under the act. Employers are required to notify employees of their rights under the act by providing employees with a written notice of their rights and displaying a poster, developed by the division of labor standards and statistics (division) in the department of labor and employment (department), detailing employees' rights under the act.

The director of the division will implement and enforce the act and adopt rules necessary for such purposes. An employer found in violation of the act is liable to the employee for back pay and other equitable damages.

The act treats an employee's information about the employee's or a family member's health condition or domestic abuse, sexual assault, or harassment case as confidential and prohibits an employer from disclosing such information or requiring the employee to disclose such information as a condition of using paid sick leave.

Discussion

Arvada team members have updated the City's Code of Ordinances Chapter 70-Personnel Rules to comply with the requirements of these two acts as follows:

Article I - Employment

- 70-34 Job vacancy and posting
- 70-37 Promotions and Transfers
 - Updated with language that requires all vacancies and promotional opportunities to be posted internally.
 - Removes language allowing an appointing authority to rehire without posting the position
 - Removes language allowing for a temporary employee to be appointed to a full-time position without posting the position.
 - Adds language to clarify that a reclassification of a position that is filled is not considered a vacant or promotional opportunity that has to be posted.
 - Removes language referencing a step reduction in pay as a form of discipline.
- 70-38 Voluntary Reassignments
 - Updated with language that explains the employee's new salary will be based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions.
- 70-39 Re-employment
 - Updated to remove language that an appointing authority may rehire an employee within 3 months without posting the position.

Article II - Employee Compensation

- Sec. 70-50.2 Classification system
 - Updated to introduce an internal equity evaluation component to the way we grade and classify jobs so that substantially similar work is graded and paid equitably.
- Sec. 70-50.3 Regrades and Reclassifications
 - Updated to remove language regarding regrades as these will no longer be applicable
 - Added internal value language to definition of reclassifications.
- 70-53 Appointment rate
 - Updated to allow for making fair and equitable job offers based on a candidate's relevant education, training and experience as compared to others in similar positions.
- 70-59 Pay rates upon transfer, promotion, demotion or voluntary reassignment
- 70-60 Pay rates upon reclassification or regrading
- 70-61 Pay rates for temporary acting assignments
 - Updated to replace language that refers to using prior wage to determine new salary offer with language that refers to basing the employee's new salary on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions.

Article IV - Attendance and Leave

- 70.105. Sick Leave
 - c - Updated with language that defines the sick leave accrual rates for employees who do not meet the definition of regular or probationary fulltime and part time employees (i.e. health plan eligible, variable hour, seasonal).
 - d. - Adds language about reinstating up to 48 hours of sick leave upon rehire within 6 months of separation.
 - e. - adds additional reasons for which sick leave can be used in accordance with the act.

- f.,g.,h.,and i. - Updated with language related to how an employee requests sick leave and documentation of sick leave.
- j. - defines family members as required by the Act.
- 70.105.5 Additional Paid Sick Leave During Public Health Emergency
 - Introduces language regarding the use of sick leave for a declared public health emergency.

Article V - Employee Responsibilities

- Sec. 70-143. Employee Conduct
- Sec. 70-144. Discipline/Discharge
 - Removes reference to step reduction in pay as a form of discipline.

Article VI - Employer-Employee Relations

- Sec. 70-168. Internal Complaint Procedure
- Sec. 70-169. Pre-disciplinary Administrative Meeting
- Sec. 70-170. Administrative Review
 - Removes reference to step reduction in pay as a form of discipline.

A complete red lined version of these sections is included as an attachment.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

These changes are regulatory in nature and are required to comply with state of Colorado law. City and departmental policy documents and the City's Total Compensation Philosophy will also be updated to comply with the new law. Therefore, the changes as described herein align with the Organizational and Service Effectiveness 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 CB1-005, An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code and set a public hearing for January 25, 2021 at 6:15 p.m.

Suggested Motion:

I move that CB21-005, An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code, be (approved on first reading, ordered published in full and a public hearing be set for January 25, 2021 at 6:15 p.m.) (rejected).

SUBJECT: CB21-005 An Ordinance Amending and Adding Certain Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for January 25, 2021 at 6:15 p.m.)

PAGE: 6
ITEM: 8.C.4.

Prepared by:
Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Gabriella Bommer, Deputy Director of Human Resources	12/16/2020
Linda Haley, Director of Human Resources	12/16/2020
Bryan Archer, Director of Finance	12/16/2020
Rachel Morris, City Attorney	12/18/2020
Lorie Gillis, Deputy City Manager	12/20/2020
Mark Deven, City Manager	12/22/2020

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-005
ORDINANCE NO. _____

AN ORDINANCE AMENDING AND ADDING CERTAIN SECTIONS OF CHAPTER 70,
PERSONNEL RULES, OF THE ARVADA CITY CODE

WHEREAS, the State of Colorado has enacted the Equal Pay for Equal Work Act to ensure that employees with similar job duties are paid the same wage rate regardless of sex, or sex plus another protected status; and

WHEREAS, the State of Colorado has enacted the Healthy Families and Healthy Workplaces Act to provide employees in the State with paid sick leave under the requirements of the Act; and

WHEREAS, the City of Arvada seeks to revise its Code to comply with the provisions of the Equal Pay for Equal Work Act and the Healthy Families and Healthy Workplaces Act.

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

Section 1. Section 70-34, Job vacancy, of Article II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby retitled and amended in its entirety to read as follows:

“Sec. 70-34. Job vacancy and posting.

- (a) The appointing authority or designee thereof will submit a personnel requisition to the human resources department for approval to post a vacant position.
- (b) The city will make reasonable efforts to post all vacant positions and vacant promotional opportunities for a minimum of five business days, unless there is a business reason as approved by human resources, such as an unexpired eligibility list or there are qualified candidates from a recent interview process. Vacant positions may be posted for “internal applicants only” if a qualified pool of current employees has been identified by the hiring supervisor and human resources. The appointing authority may consider internal candidates who don’t meet the minimum qualifications for a position based on past performance and demonstration of aptitude to perform at a proficient level. If selected, the internal candidate must meet the minimum requirements within a stated period of time.
- (c) An appointing authority may assign an employee to any division within their department, provided the assignment is in the same pay grade.
- (d) Vacant positions may be advertised by posting an announcement. The announcement will specify the title, salary range, benefits, duties of the position, minimum qualifications; the time, place, and manner of making an application; the closing date for receiving applications; and any other pertinent information.

- (e) Reclassification of positions that are filled are not considered promotional opportunities for the purpose of job posting.”

Section 2. Subsection (b) of section Sec. 70-37, Promotions and transfers, of Article II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

“Sec. 70-37. Promotions and transfers.

....

- (b) An employee must be in good standing to be considered for a promotion or transfer. Being in good standing means that the employee must have an overall positive performance appraisal from the prior year and have no disciplinary actions in their official personnel file. For purposes of this subsection, “disciplinary action” means the employee has received a disciplinary suspension without pay, a disciplinary fine, or a demotion in the 12 months prior to the posting of the position. An employee who has received a reprimand in the 12 months prior to the posting may be considered for a promotion or a transfer if the employee has successfully completed the performance plan associated with the reprimand before being considered for the promotion or transfer.

....”

All other provisions of section 70-37 shall remain unchanged.

Section 3. Section 70-38, Voluntary reassignment, of Article, II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

“Sec. 70-38. Voluntary reassignment.

- (a) When an employee applies for a position which is at a lower grade, such application will be considered a request for a voluntary reassignment.
- (b) The employee’s pay rate for the new position will be determined based on an assessment of the employee’s education, training and experience as compared to others in similar positions.
- (c) The employee will serve a probationary period in the new position. The date of reassignment will become the new evaluation date for purposes of a probationary performance evaluation.
- (d) Employees who move to a lower grade through a voluntary reassignment will have a one-time option to cash in their vacation leave and compensatory time (for non-exempt employees) at the higher rate of pay. Those who were hired prior to December 31, 1979, are also eligible to cash in their eligible sick accruals not to exceed 480 hours. The employee may cash in all or a portion. This decision must be made before the first day of employment at the new grade.

(e) At termination any accruals eligible for payout will be calculated at the employee's then current rate of pay.

(f) Upon a voluntary reassignment to a non-exempt position, exempt employees will not be paid for accrued compensatory time, nor will such time transfer to the new position. Benefits will transition to the plan of the new position effective on the first day of the transfer. Leave will begin accruing at the new rate on the first day of the transfer as provided in Article IV, Attendance and Leave, of this chapter. The employee will not lose service years counted towards vacation accrual or retirement vesting or years of service."

Section 4. Section 70-39, Re-employment, of Article II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

"Sec. 70-39. Re-employment.

An employee who is rehired at the city within 12 calendar months of voluntarily resigning may retain all leave accrual rates and compensation if reappointed to the same position as they left. An employee who is rehired to a different position than the one they left within 12 calendar months of voluntarily resigning will only retain their leave accrual rate. They will be paid in the same manner as a new employee. Vesting in pension plan(s) upon rehire will be based upon the provisions of the appropriate pension plan document. Rehired employees in either situation will be treated in the same manner as a new employee for all other purposes. Employees who were involuntarily separated from the city for violations of city policies or procedures or resigned in lieu of termination shall not be considered for rehire."

Section 5. Section 70-50.2, Classification system, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

"Sec. 70-50.2. Classification system.

(a) The city will implement a job evaluation process that will create and maintain a framework to allow an equitable and cost-effective salary structure, called a classification system. The classification system is created when city positions are grouped together in pay grades in a pay plan. Pay grades are determined by analyzing the duties, skill, effort and responsibilities of positions and sorting them into pay grades that best correlate with the city's comparison market for positions with similar duties, skill, effort and responsibilities. A pay grade is a range of pay that represents the market value range for the positions in the grade. The minimum rate means the bottom of the pay grade and the maximum rate means the top of the pay grade.

(b) As part of the job evaluation process, a new or updated job description approved by the appointing authority, must be submitted to human resources before any addition or change can be made to the classification system or pay plan. The job description is a formalized statement summarizing the essential duties and responsibilities, and required

qualifications to perform a job.

(c) Human resources will consult with the appointing authority or designee to review internally equitable positions and relevant published salary survey data for a similar job or jobs that reflect similar duties and responsibilities. Upon completion of the evaluation, human resources will determine the appropriate pay grade for a position.”

Section 6. Section 70-50.3, Regrades and reclassifications, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby retitled and amended in its entirety to read as follows:

“Sec. 70-50.3. Reclassifications.

(a) Each fiscal year human resources will monitor the market for changes using published surveys to ensure the city remains competitive in total compensation. When appropriate, changes may be made to the classification system and pay plan. The city manager will submit recommendations for changes to the city council for review and approval.

(b) A position may be reclassified if there are significant changes in the duties and responsibilities of the position and such duties change the position’s internal and market value.

(c) The job evaluation is performed for all new or reclassified positions.”

Section 7. Section 70-53, Appointment rate, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

“Sec. 70-53. Appointment rate.

(a) The appointment rate will be determined based on an evaluation of an applicant’s qualifications, including relevant education, training and experience as compared to others in similar positions. Appointment rates above the middle of the pay grade may be paid with approval of the city manager or designee thereof. No position will be paid above the assigned salary grade maximum.

(b) An employee who is rehired at the city within 12 calendar months of voluntarily resigning may retain all leave accrual rates and compensation if reappointed to the same position as they left. An employee who is rehired within 12 calendar months of voluntary resigning will only retain their leave accrual rate if appointed to a different position than the one they left. They will be paid in the same manner as a new employee. Vesting in a pension plan upon rehire will be based upon the provisions of the appropriate pension plan document.”

Section 8. Section 70-59, Pay rates upon transfer, promotion, demotion or voluntary reassignment, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:.

“Sec. 70-59. Pay rates upon transfer, promotion, demotion or voluntary reassignment.

(a) If an employee is transferred, promoted, demoted, or voluntarily reassigned, the rate of pay for the employee in the new position will be as follows:

(1) *Transfer* between positions within the same pay grade, there will be no change in the rate of pay. If an employee is due to be considered for a pay increase within close proximity of the transfer date, consideration may be given for a pay increase at time of transfer based on performance. The employee will serve a probationary period in the new position.

(2) *Promotion* is defined as appointment of an employee to a job in a pay grade with a higher maximum rate and additional authority or responsibility. The employee will be placed into the new grade based on an assessment of the employee’s qualifications, including relevant education, training and experience as compared to others in similar positions. This increase will not be less than the minimum rate or more than the maximum rate for the new grade. The employee will serve a probationary period in the new position.

(3) *Demotion* is defined as an involuntary assignment of an employee to a job in a pay grade with a lower maximum rate and less authority or responsibility as a result of performance, disciplinary action, re-organization, or re-engineering. The employee's rate of pay will be reduced to not less than the minimum rate of the new grade and not to exceed the maximum rate for the position as determined to be appropriate by the appointing authority. The employee will serve a probationary period in the new position.

(4) *Voluntary reassignment* is defined as a voluntary acceptance of a position in a different classification in a pay grade with a lower maximum rate. The employee will be placed into the new grade based on an assessment of the employee’s qualifications, including relevant education, training and experience as compared to others in similar positions. The employee's pay rate will not be less than the minimum or greater than the maximum of the new grade. The employee will serve a probationary period in the new position.”

Section 9. Section 70-60, Pay rates upon reclassification or regrading, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby retitled and amended in its entirety to read as follows:

“Sec. 70-60. Pay rates upon reclassification.

(a) All reclassifications will be submitted by the city manager to the city council for

adoption with the annual budget and may result in an increase or decrease in grade and pay.

(b) A reclassification of a position may occur if there is a significant change in the duties and responsibilities of the position and such duties change the position's internal and market value. Requests for a reclassification study may be made to human resources by an employee's appointing authority in a format approved by human resources. The employee will be placed into the new grade based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions. This new pay amount will not be less than the minimum rate or more than the maximum rate for the new grade.

(c) A reclassification of a position does not change an employee's evaluation date."

Section 10. Section 70-61, Pay rates for temporary assignments, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby retitled and amended in its entirety to read as follows:

"Sec. 70-61. Pay rates for temporary acting assignments.

(a) An employee may be temporarily assigned in an acting or interim capacity to a position in a higher pay grade than the position the employee normally occupies. If the employee assumes all authority and responsibility for the new position and the assignment exceeds three calendar weeks, the employee will be granted a temporary increase to the step in the new grade based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions. This increase cannot be less than the minimum or greater than the maximum rate of the pay grade of the position they are filling. Temporary assignment pay will be paid for the full period of the temporary assignment, retroactive to the first day.

(b) If an employee is serving in a temporary assignment and the employee is due to be considered for a pay increase based on their performance in the position they normally occupy, the employee may be considered for a pay increase upon their return to the normal position and the pay increase will be issued retroactive to the date it was originally due.

(c) If a temporary acting assignment exceeds a period of 12 months, the employee may be considered for a pay increase upon completion of 12 months in the temporary acting assignment, or at a time designated by the city manager as the annual salary review date.

(d) Notification of acting status and requests for pay increases during a temporary assignment must be made by memorandum from the appointing authority to the director of human resources."

Section 11. Section 70-105, Sick leave, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

“Sec. 70-105. Sick leave.

- (a) Regular or probationary full-time employees hired or re-hired on or after January 1, 2012, accrue 3.69 hours of sick leave per pay period up to a maximum of 1,040 hours per calendar year. Upon reaching the maximum accrual, employees hired or re-hired on or after January 1, 2012 shall accrue no further sick leave until the maximum accrual is reduced through authorized usage below 1,040 hours. When accrual is reduced below the maximum accrual provided herein, the affected employee may then accrue sick leave to the maximum accrual. Regular and probationary part-time employees accrue leave on a pro rata basis according to the number of hours for which the employee is scheduled. For regular and probationary part-time employees, such maximums are determined on a pro rata basis, as determined by the part-time employee's work schedule. If a regular or probationary employee's scheduled hours are reduced resulting in a lower maximum (for example, from full-time to 50 percent part-time), the employee's accrued hours will be retained but no additional hours will be accrued until such a time the employee's balance falls below the new maximum.
- (b) Regular or probationary full-time employees hired or re-hired prior to January 1, 2012 accrue 3.69 hours of sick leave per pay period and shall not be subject to the limitation on sick leave accrual described in subparagraph (a) of this section. Regular and probationary part-time employees accrue leave on a pro rata basis according to the number of hours for which they are scheduled.
- (c) Employees who do not meet the definition of regular or probationary part time or full time employees, will accrue one hour of paid sick leave for every thirty hours worked by the employee, earning up to a maximum of 48 hours of sick leave per calendar year. Unused sick leave hours may be carried over to the following calendar year. Upon reaching the maximum accrual of 48 hours, employees who do not meet the definition of regular or probationary part time or full time employees will not accrue further sick leave until the maximum accrual is reduced through authorized usage below 48 hours. When accrual is reduced below the maximum accrual of 48 hours, the affected employee may then accrue sick leave to the maximum accrual. Under no circumstances shall the employee accrue or use more than 48 hours of sick leave in any one calendar year.
- (d) If an employee separates from employment with the city and is rehired by the city within 6 months, the city will reinstate up to 48 hours of sick leave which the employee had accrued but not used prior to the employee's separation of employment.
- (e) Sick leave is granted to an employee by approval of the employee's immediate supervisor when the employee is unable to perform the employee's job duties because the employee:

- (1) Has a mental or physical illness, injury, or health condition that prevents the employee from working; or
- (2) Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
- (3) The employee needs to care for a family member who:
 - (i) Has a mental or physical illness, injury, or health condition; or
 - (ii) Needs to obtain a medical diagnosis, care, or treatment or a mental or physical illness, injury, or health condition; or
- (4) Needs to obtain preventative medical care; or
- (5) The employee or the employee's family member has been the victim of domestic violence, sexual assault, or harassment and the use of the leave is to:
 - (i) Seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
 - (ii) Obtain services from a victim services organization;
 - (iii) Obtain medical care or other counseling;
 - (iv) Seek relocation due to the domestic abuse, sexual assault, or harassment; or
 - (v) Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment; or
- (6) Due to a public health emergency, a public official has ordered closure of:
 - (i) The employee's place of business; or
 - (ii) The school or place of care of the employee's child and the employee needs to be absent from work to care for the employee's child.
- (f) Prior to the beginning of the workday, an employee must request, orally, in writing, or electronically, to use paid sick leave, notifying their immediate supervisor each day the employee seeks to use paid sick leave.
- (g) With the exception of sick leave taken due to a public health emergency closure or leave related to the preparation for or participation in a civil or criminal proceeding

relating to or resulting from the domestic abuse, sexual assault, or harassment, the city may request that an employee provide a physician's statement regarding the employee's use of paid sick leave if:

- (1) The paid sick leave consists of four or more consecutive work days; or
 - (2) If the employee has used 48 hours or more of paid sick leave during the calendar year.
- (h) Any physician's statement requested pursuant to the requirements of this section should include:
- (1) The probable duration of sick leave;
 - (2) The prognosis of the employee's fitness to return to work; or
 - (3) The earliest date for return to limited duty and a list of limitations, if any.
- (i) Upon the start of fifth consecutive day or the 49th work hour of paid sick leave usage, the employee shall contact the human resources department to determine whether the employee's use of sick leave is covered by the Family and Medical Leave Act. For extended illness, the employee may be eligible for long term disability coverage. The employee should contact the human resources department for more information.
- (j) For purposes of this section, "family member" is defined as:
- (1) A person who is related by blood, marriage, or civil union, or adoption;
 - (2) A child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or
 - (3) A person for whom the employee is responsible for providing or arranging health- or safety-related care."

Section 12. Section 70-105.5, Additional paid sick leave during a public health emergency, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby enacted to read as follows:

"Sec. 70-105.5. Additional paid sick leave during a public health emergency.

- (a) If a public health emergency is declared, the city will supplement an employee's paid sick leave as necessary so as to ensure that each full time employee has at least 80 hours of paid sick leave. The amount by which an employee's paid sick leave shall be supplemented by the city is calculated by subtracting the amount of accrued, unused paid sick leave available to the employee on the date the public health emergency is declared from 80 hours. In no event shall an employee have paid sick leave hours deducted if the

employee has in excess of 80 hours of paid sick leave available on the date an emergency is declared.

(b) If a public health emergency is declared, the city will supplement an employee's paid sick leave as necessary so as to ensure that employees who are not considered full time employees have available paid sick leave which is equal to the greater of either the amount of time the employee is scheduled to work in a fourteen day period or the amount of time the employee actually works on average in a fourteen day period.

(c) An employee may take paid sick leave related to a public health emergency for the following purposes:

(1) The employee needs to self-isolate and care for oneself because the employee is diagnosed with, is experiencing symptoms of, or seeking preventive care concerning a communicable illness that is the cause of a public health emergency; or

(2) The employee needs to self-isolate and care for a family member because the family member is diagnosed with, is experiencing symptoms of, or is seeking preventative care concerning a communicable illness that is the cause of the public health emergency.

(d) The term "family member" is defined for purposes of this section in the same manner as the term is defined in section 70-105(j) of the Arvada City Code.

(e) The employee shall notify the employee's immediate supervisor of the need for sick leave under this section as soon as practicable.

(f) Documentation is not required to take paid sick leave under this section.

(g) An employee may use paid sick leave under this section until four weeks after the official termination or suspension of the public health emergency.

(h) For purposes of this section, "public health emergency" is defined as an act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent for which:

(1) An emergency is declared by a federal, state, or local public health agency;

(2) A disaster emergency is declared by the governor; or

(3) A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor."

Section 13. Section 70-119, Sabbatical leave, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

“Sec. 70-119. Sabbatical leave.

A regular employee who has worked for the city for a minimum of seven years and is considered to be in good standing shall have the opportunity to take up to three months of time for the purpose of rejuvenation or the pursuit of a personal objective or aspiration. Being in good standing means the employee must have an overall positive performance appraisal from the prior year and no disciplinary actions in their official personnel file. For purposes of this section, “disciplinary action” means the employee has received a disciplinary suspension without pay, disciplinary fine, or a demotion in the 12 months prior to the start of the sabbatical leave. An employee who has received a reprimand in the 12 months prior to the posting may be required to successfully complete the performance plan associated with the reprimand before being considered for the sabbatical leave. An employee may take sabbatical leave only once every seven years. The city manager may establish administrative procedures for the administration of this benefit.”

Section 14. Subsection (c) of section Sec. 70-143, Employee conduct, of Article V, Employee Responsibilities, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

“Sec. 70-143. Employee conduct.

. . . .

(c) A supervisor may reprimand a regular employee for cause. An appointing authority or designee thereof may discipline a regular employee for cause. Such discipline may include reprimand, suspension without pay, disciplinary fine, demotion, or dismissal. Examples of performance or conduct that may warrant disciplinary action are presented in the list below. This list is not considered all-inclusive as the city cannot anticipate all behaviors of an employee. Other actions that have a negative impact on an employee's performance or the effective functioning of the city may result in disciplinary action. Individual departments may also have specific rules, regulations, or policies that describe performance or conduct. The violation of any departmental rule, regulation, or policy may also warrant disciplinary action.

- (1) Any false statement made on an application for employment or any other form or application submitted to or required by the city, or omission of information that might affect the applicant or employee unfavorably.
- (2) Conduct detrimental to customer service or city operation.
- (3) Theft or misuse of city money or property.

- (4) Violation of any national, state, or local law when the misconduct would interfere with an employee's performance of his/her job or undermine public trust in the integrity of the city. The city may consider such conduct a violation of its rules and/or procedures regardless of a conviction.
- (5) Misusing, destroying, or damaging any city property or property of another employee or customer.
- (6) Abusive treatment and/or disrespect of any person including, but not limited to, physical or verbal confrontations, insults, or derogatory comments based on race, religion, gender, sexual orientation, ethnicity, and/or disability.
- (7) Unauthorized possession of weapons or explosives on city premises or utilization of any object as a weapon.
- (8) Insubordination, failure, or refusal to comply with directives, orders, or assignments.
- (9) Falsification, destruction, or unauthorized use of city records, reports, or other data or information belonging to the city.
- (10) Being untruthful, misleading, or uncooperative during an administrative investigation or about any job related matter.
- (11) Mishandling or unauthorized disclosures of confidential city information.
- (12) Immoral conduct or indecency, vulgar, threatening, insulting, or abusive language while on the job, including excessive gossiping or spreading rumors.
- (13) Incompetence, inattention to duties, horseplay, wastefulness, or sleeping while on the job.
- (14) Possession, purchase, manufacture, dispensing, use, sale, or being under the influence of controlled substances or alcohol while on the job when not medically required or when it is a requirement of the job.
- (15) Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions.
- (16) Failure to report violations of safety policies, procedures, or reporting requirements.
- (17) Failure to properly use or enforce the use of safety gear, clothing, or equipment.
- (18) Engaging in personal business or outside employment while on the job.

- (19) Attempting to influence an employment decision for the benefit of a member of the employee's immediate family. Immediate family means his/her spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, (including natural, step, adopted, foster, or in-law relationship). This also includes a person who the employee identifies as his/her significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.
- (20) Having an undisclosed financial interest, direct or indirect, in any contract with the city, or having an undisclosed financial interest, directly or indirectly, in the sale of any land, materials, supplies, or services to the city.
- (21) Engaging in any business, activity, or transaction in which an employee has a substantial financial or personal interest, direct or indirect, that might reasonably be expected to interfere with the ability of the employee to perform his/her duties.
- (22) Seeking nomination or election to city council.
- (23) Engaging in federal, state, county, or local political campaign during an employee's working hours.
- (24) Using his/her employment, position, badges, or credentials for preferential treatment, commercial or personal gain, or in any other manner not authorized by the city. Allowing any individual unauthorized access to or use of a city badge, insignia or credential.
- (25) Using city vehicles, equipment, or property for unauthorized personal use.
- (26) Unauthorized absence from work and failure of employee to communicate with supervisor before that working shift. Guidelines for reporting may be established by each department.
- (27) Excessive absences and/or excessive tardiness as determined by the employee's appointing authority and/or failure to work or report to supervisor for two consecutively scheduled days.
- (28) Engaging in any activity that interferes with an employee's or any other employee's performance on the job.
- (29) Failure to report any violations of ordinances, statutes, charter, personnel policies, administrative regulations, or department rules by any city employee or failure to report a conviction or plea to a misdemeanor or felony.
- (30) Inability to perform job duties and/or substandard performance of assigned duties.

(31) Failure to maintain an appropriate personal appearance as established by City or departmental policy. Failure to maintain appropriate personal hygiene.

(32) Violation of any departmental or city rule, regulation, policy, or procedure.

(33) Failure to obtain or maintain a required certification, license, or training as a condition of employment.

(34) Allowing unauthorized access of individuals to restricted areas of city facilities, materials, and/or equipment.

(35) Any other action by an employee which in the opinion of management warrants discipline or discharge and which a reasonable person would expect to result in disciplinary action either because it affects the employee's performance, the effectiveness of the city, including other employees, or undermines public trust in the integrity of the government.

....”

All other provisions of section 70-143 shall remain unchanged.

Section 15. Subsection (g) of section Sec. 70-144, Discipline/discharge, of Article V, Employee Responsibilities, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby repealed and designated as “Reserved.”

“Sec. 70-144. Discipline/discharge.

....

(g) Reserved.

....”

All other provisions of section 70-144 shall remain unchanged.

Section 16. Subsection (a) of section Sec. 70-168.1, Complaint resolution process, of Article VI, Employer-Employee Relations, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

“Sec. 70-168.1. Complaint resolution process.

(a) In situations where an employee has a complaint regarding a specific incident arising from a working condition or practice, a decision made pursuant to a department or city policy, a reprimand that does not involve a suspension without pay, disciplinary fine, demotion, or performance appraisal concerns, and wishes to formally complain, then, the employee must follow the city's complaint resolution process as listed:

Step 1. The employee should first attempt to resolve the issue(s) by discussing it with their immediate supervisor within ten calendar days of the event at issue.

Step 2. If the situation is not resolved within ten calendar days from the time the complaint is discussed with the employee's immediate supervisor, barring extenuating circumstances, it should be brought to the attention of the next level supervisor with written documentation. That supervisor has ten calendar days to respond to the employee in writing.

Step 3. This process may be repeated with each higher level of management including the department director. This is the final step for performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, disciplinary fine, or demotion. For performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, disciplinary fine, or demotion, the decision of the department director is final in this administrative process.

Step 4. If the employee is not satisfied with the department director's decision regarding a complaint about working conditions or practices, or decisions made pursuant to department or city policies, the employee has ten calendar days from receipt of the department director's decision to bring the issue to the city manager with written documentation.

....”

All other provisions of section 70-168.1 shall remain unchanged.

Section 17. Section 70-169, Pre-disciplinary administrative meeting, of Article VI, Employer-Employee Relations, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby amended in its entirety to read as follows:

“Sec. 70-169. Pre-disciplinary administrative meeting.

Before a regular employee is suspended without pay, given a disciplinary fine, demoted, or dismissed, the employee's appointing authority shall provide the employee with a written statement describing the reason or reasons for such proposed suspension without pay, disciplinary fine, demotion, or dismissal. Prior to the effective date of such proposed suspension without pay, disciplinary fine, demotion, or dismissal, the appointing authority shall provide the employee with an opportunity to be heard and to respond to the reason or reasons for such proposed suspension without pay, disciplinary fine, demotion, or dismissal.”

Section 18. Subsections (a) and (b) of section Sec. 70-170, Administrative review, of Article VI, Employer-Employee Relations, of Chapter 70, Personnel Rules, of the Arvada City Code, are hereby amended in their entirety to read as follows:

“Sec. 70-170. Administrative review.

- (a) Any regular employee may request an administrative review of the following:
- (1) A suspension without pay; or
 - (2) A disciplinary fine; or
 - (3) A demotion; or
 - (4) A dismissal from employment.
- (b) Any regular employee may request in writing an administrative review of a suspension without pay, disciplinary fine, demotion, or dismissal imposed by an appointing authority against such employee. This request must be submitted to the director of human resources within ten calendar days from the effective date of the disciplinary action.

...”

All other provisions of section 70-170 shall remain unchanged.

Section 19. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The city council hereby declares that it would have adopted this ordinance and each part or parts thereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

Section 20. Effective date. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 11th day of January, 2021.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: January 14, 2021

REDLINE/STRIKETHROUGH VERSION

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
Strikethrough indicates deleted material

“Sec. 70-34. Job vacancy and posting.

- (a) The appointing authority or ~~a~~ designee thereof will submit a personnel requisition to the ~~human resources department~~ Human Resources Department for approval to post a vacant position.
- ~~(b) All~~
- (b) The city will make reasonable efforts to post all vacant positions ~~for positions found in the city's pay plan will be posted~~ and vacant promotional opportunities for a minimum of five business days, unless there is a business reason as approved by human resources, such as an unexpired eligibility list or there are qualified candidates from a recent interview process. ~~Positions~~ Vacant positions may be posted for “internal applicants only” if a qualified pool of current employees has been identified by the hiring supervisor and human resources. The appointing authority may consider internal candidates who ~~don't~~ don't meet the minimum qualifications for a position based on past performance and demonstration of aptitude to perform at a proficient level. If selected, the internal candidate must meet the minimum requirements within a stated period of time. ~~An appointing authority may rehire, without posting the position, an employee to the same position s/he left within three calendar months of the person voluntarily resigning.~~
- ~~(c)~~
- (c) An appointing authority may assign an employee to any division within ~~his/her~~ their department, provided the assignment is in the same pay grade.
- ~~(d)~~
- (d) Vacant positions may be advertised by posting an announcement. The announcement will specify the title, salary range, benefits, duties of the position, minimum qualifications; the time, place, and manner of making an application; the closing date for receiving applications; and any other pertinent information.
- ~~(e) A health plan eligible, variable hour, seasonal, or non-benefitted employee who has been in a position on a temporary basis that becomes vacant and has demonstrated proficiency in that position may be hired by the appointing authority without posting the position. ¶~~
- ~~¶~~
- ~~(e)~~ Reclassification of positions that are filled are not considered promotional opportunities for the purpose of job posting.”

“Sec. 70-37. Promotions and transfers.-

....

(b) ~~Employees~~ An employee must be in good standing to be considered for a promotion or transfer. Being in good standing means that ~~s/he~~the employee must have an overall positive performance appraisal from the prior year and have no disciplinary actions in ~~his/her~~their official personnel file based on the following conditions. ~~S/he will not be in good standing if s/he.~~ For purposes of this subsection, “disciplinary action” means the employee has received a disciplinary suspension without pay, a disciplinary fine, ~~step reduction in pay,~~ or a demotion in the ~~past twelve~~12 months prior to the posting of the position. ~~If s/he~~ An employee who has received a reprimand, in the appointing authority in 12 months prior to the department to which s/he is applying posting may require that be considered for a promotion or a transfer if the employee has successfully ~~completes~~completed the performance plan associated with the reprimand ~~within the timeframe of said plan~~ before being considered for the promotion or transfer.

....”



“Sec. 70-38. Voluntary reassignment.

(a) When an employee applies for a position, which is at a lower grade, such application will be considered a request for a voluntary reassignment.

(b) ~~—~~

(b) The ~~employee's~~employee's pay rate for the new position will be determined in ~~based on an assessment of the same manner as an external candidate taking into account the knowledge, skill~~employee's education, training and ability level and the salaries of experience as compared to others in similar positions ~~within the department.~~

(c) ~~—~~

(c) The employee will serve a probationary period in the new position ~~and the.~~ The date of reassignment will become the new evaluation date for purposes of ~~calculating wages and a probationary performance evaluations.~~evaluation.

(d) ~~—~~

(d) Employees who move to a lower grade through a voluntary reassignment will have a one-time option to cash in their vacation leave and/or compensatory time (for non-exempt employees) at the higher rate of pay. (Those who were hired prior to December 31, 1979, are also eligible to cash in their eligible sick accruals not to exceed 480 hours.). The employee may cash in all or a portion. This decision must be made before the first day of employment at the new grade.

(e) ~~—~~

(e) At termination any accruals eligible for payout will be calculated at the ~~employee's~~employee's then current rate of pay.

(f) ~~—~~

(f) Upon a voluntary reassignment to a non-exempt position, exempt employees ~~are will not be~~ paid for accrued compensatory time, nor will such time transfer to the new position. Benefits will transition to the plan of the new position effective on the first day of the transfer. Leave will begin accruing at the new rate on the first day of the transfer as provided in the attendance ~~Article IV, Attendance~~ and leave section ~~Leave, of these~~

~~rules this chapter.~~ The employee will not lose service years counted towards vacation accrual or retirement vesting or years of service.”



“Sec. 70-39. Re-employment.

An employee who is rehired at the city within 12 calendar months of voluntarily resigning may retain all leave accrual rates and compensation if reappointed to the same position as ~~s/he~~they left. An employee who is rehired to a different position than the one ~~s/he~~they left within 12 calendar months of voluntarily resigning will only retain ~~his/her~~their leave accrual rate. ~~S/he~~ They will be paid in the same manner as a new employee. Vesting in pension plan(s) upon rehire will be based upon the provisions of the appropriate pension plan document. Rehired employees in either situation will be treated in the same manner as a new employee for all other purposes. ~~An appointing authority may rehire, without posting the position, an employee to the same position s/he left within three calendar months of the person voluntarily resigning.~~ Employees who were involuntarily separated from the city for violations of city policies or procedures or resigned in lieu of termination shall not be considered for rehire.”

“Sec. 70-50.2. Classification system.

(a) The city will implement a job evaluation process that will create and maintain a framework to allow an equitable and cost-effective salary structure, called a classification system. The classification system is created when city positions are grouped together in pay grades in a pay plan. Pay grades are determined by analyzing the duties, skill, effort and responsibilities of positions and sorting them into pay grades that best correlate with the city's comparison market for positions with similar duties, skill, effort and responsibilities. A pay grade is a ~~designation for a range of pay rates representing that~~ represents the market value range for the positions in the grade. ~~The~~ The minimum rate means the bottom of the pay grade and the maximum rate means the top of the pay grade.”

~~(b)~~

(b) As part of the job evaluation process, a new or updated job description, approved by the appointing authority, must be submitted to human resources before any addition or change can be made to the classification system or pay plan. The job description is a formalized statement summarizing the essential duties and responsibilities, and required qualifications to perform a job.”

~~(c)~~

(c) Human resources will consult with the appointing authority or designee to review internally equitable positions and relevant published salary ~~survey~~survey data for a similar job or jobs that reflect similar duties and responsibilities. Upon completion of the evaluation, human resources will determine the appropriate pay grade for a position.”

“Sec. 70-50.3. Reclassifications.

(a) Each fiscal year human resources will monitor the market for changes using published surveys to ensure the city remains competitive in total compensation. When appropriate, changes may be made to the classification system and pay plan. The city manager will submit recommendations for changes to the city council for review and approval.

~~(i) A position may be regraded when it is determined there is a significant change in the amount a position is paid in the market; a regrade is not based on changes in duties and responsibilities. All regrades are initiated by human resources and are included in the annual pay plan.~~

~~(ii)~~

(b) A position may be reclassified if there are significant changes in the duties and responsibilities of the position and such duties ~~are paid differently in~~ change the position's internal and market value.

~~(b)~~

(c) The job evaluation is performed for all new or reclassified positions.

“Sec. 70-53. Appointment rate.

(a) The appointment rate will be determined based on an evaluation of an applicant's qualifications, including relevant education, training and experience as compared to others in similar positions. Appointment rates above the ~~minimum~~ middle of the pay grade may be paid with approval of the city manager or designee thereof. No position will be paid above the assigned salary grade maximum.

~~(b)~~

(b) An employee who is rehired at the city within 12 calendar months of voluntarily resigning may retain all leave accrual rates and compensation if reappointed to the same position as ~~s/he~~ they left. An employee who is rehired within 12 calendar months of voluntary resigning will only retain ~~his/her~~ their leave accrual rate if appointed to a different position than the one ~~s/he~~ they left. ~~S/he~~ They will be paid in the same manner as a new employee. Vesting in a pension plan(s) upon rehire will be based upon the provisions of the appropriate pension plan document.

“Sec. 70-59. - Pay rates upon transfer, promotion, demotion or voluntary reassignment.”

(a) If an employee is transferred, promoted, demoted, or voluntarily reassigned, the rate of pay for the employee in the new position will be as follows:

~~(i)~~

(1) *Transfer* between positions within the same pay grade, there will be no change in the rate of pay. ~~If an employee is due to be considered for a pay increase within close proximity of the transfer date, consideration may be given for a pay increase at time of transfer based on performance.~~ The employee will serve a probationary period in the new position ~~and the date of the transfer will become the new evaluation date for purposes of calculating wages and performance evaluations.~~

~~(ii)~~

(2) *Promotion* is defined as appointment of an employee to a job in a pay

grade with a higher maximum rate and additional authority or responsibility. The employee will receive an increase be placed into a step in the new grade that is closest based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to, but not lower than, a six percent increase from his/her current pay. others in similar positions. This increase will not be less than the minimum rate or more than the maximum rate for the new grade. The employee will serve a probationary period in the new position and the date of the promotion will become the new evaluation date for computation of wages and performance evaluation. This does not include any action resulting from a regrade or reclassification.

(iii)

(3) *Demotion* is defined as an involuntary assignment of an employee to a job in a pay grade with a lower maximum rate and less authority or responsibility as a result of performance, disciplinary action, re-organization, or re-engineering. The employee's rate of pay will be reduced to not less than the minimum rate of the new grade and not to exceed the maximum rate for the position as determined to be appropriate by the appointing authority. The employee will serve a probationary period in the new position and the date of demotion will become the new evaluation date for the computation of wages and performance evaluation.

(iv)

(4) *Voluntary reassignment* is defined as a voluntary acceptance of a position in a different classification in a pay grade with a lower maximum rate. The employee's pay rate for the new position employee will be determined in the same manner as an external candidate taking placed into account the knowledge, skills, the new grade based on an assessment of the employee's qualifications, including relevant education, training and ability level and the salaries of experience as compared to others in similar positions within the department. The employee's pay rate will be adjusted to not be less than the minimum or greater than the maximum of the new grade. The employee will serve a probationary period in the new position and the date of reassignment will become the new evaluation date for purposes of calculating wages and performance evaluations."

"Sec. 70-60. Pay rates upon reclassification.¶¶

(a) All reclassifications will be submitted by the city manager to the city council for adoption with the annual budget and may result in an increase or decrease in grade and pay.

(b)

(b) A reclassification of a position from one pay grade to another may occur if there is a significant change in the duties and responsibilities of the position and such duties are paid differently in change the position's internal and market value. Requests for a reclassification study may be made to human resources by an employee's employee's appointing authority in a format approved by human resources. The employee will be placed into a step in the new grade that is closest to, but not lower than, his/her current pay. Additional considerations may be made by based on an assessment of the director of human resources or his/her designee for exceptional circumstances employee's

qualifications, including relevant education, training and experience as compared to others in similar positions. This new pay amount will not be less than the minimum rate or more than the maximum rate for the new grade except as noted in section 70-60(d).

- (c) ~~A regrade of a position from one pay grade to another may occur if there are significant changes in the amount a position is paid in the market. A regrade is not based on changes in duties and responsibilities. All regrades are initiated by human resources and are reviewed with the director of human resources. The employee will be placed into a step in the new grade that is closest to, but not lower than, his/her current pay. Additional considerations may be made by the director of human resources or his/her designee for exceptional circumstances. This new pay amount will not be less than the minimum rate or more than the maximum rate of the new grade except as noted in section 70-60(d).~~
- (d) ~~For an employee whose current rate is above the maximum of the new grade, his/her rate will be frozen until such a time as the new grade catches up to his/her rate of pay as a result of market adjustments.~~

~~(e)~~

(c) A reclassification or regrading of a position does not change an employee's evaluation date."

—¶

"Sec. 70-61. Pay rates for temporary acting assignments.

(a) An employee may be temporarily assigned in an acting or interim capacity to a position in a higher pay grade than the position the employee normally occupies. If the employee assumes all authority and responsibility for the new position and the assignment exceeds three calendar weeks, the employee will be granted a temporary increase to the step in the new grade that is closest to, but not less than six percent higher than his/her current pay, based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions. This increase cannot be less than the minimum or greater than the maximum rate of the pay grade of the position s/he is they are filling. Temporary assignment pay will be paid for the full period of the temporary assignment, retroactive to the first day.

~~(b) In the instance when~~

(b) If an employee is serving in a temporary assignment and the employee is due to be considered for a pay increase based on his/her their performance in the position he/she they normally occupies occupy, the employee may be considered for a pay increase upon his/her their return to the normal position and the pay increase will be issued retroactive to the date it was originally due.

~~(c)~~

(c) If a temporary acting assignment exceeds a period of 12 months, the employee may be considered for a pay increase upon completion of 12 months in the temporary acting assignment, or at a time designated by the city manager as the annual salary review date.

(d) Notification of acting status and requests for pay increases during a temporary assignment must be made by memorandum from the appointing authority to the director of human resources."

“Sec. 70-105. Sick leave.

(a) Regular or probationary full-time employees hired or re-hired on or after January 1, 2012, accrue 3.69 hours of sick leave per pay period up to a maximum of 1,040 hours per calendar year. Upon reaching the maximum accrual, employees hired or re-hired on or after January 1, 2012 shall accrue no further sick leave until the maximum accrual is reduced through authorized usage below 1,040 hours. When accrual is reduced below the maximum accrual provided herein, the affected employee may then accrue sick leave to the maximum accrual. Regular and probationary part-time employees accrue leave on a pro rata basis according to the number of hours for which they are scheduled. For regular and probationary part-time employees, such maximums are determined on a pro rata basis, as determined by the part-time employee's work schedule. If a regular or probationary employee's scheduled hours are reduced resulting in a lower maximum (for example, from full-time to 50 percent part-time), his/her the employee's accrued hours will be retained but no additional hours will be accrued until such a time his/her the employee's balance falls below the new maximum.▪

~~(b)~~

(b) Regular or probationary full-time employees hired or re-hired prior to January 1, 2012 accrue 3.69 hours of sick leave per pay period and shall not be subject to the limitation on sick leave accrual described in subparagraph (a) of this section. Regular and probationary part-time employees accrue leave on a pro rata basis according to the number of hours for which they are scheduled.▪

~~(c)~~

(c) Employees who do not meet the definition of regular or probationary part time or full time employees, will accrue one hour of paid sick leave for every thirty hours worked by the employee, earning up to a maximum of 48 hours of sick leave per calendar year. Unused sick leave hours may be carried over to the following calendar year. Upon reaching the maximum accrual of 48 hours, employees who do not meet the definition of regular or probationary part time or full time employees will not accrue further sick leave until the maximum accrual is reduced through authorized usage below 48 hours. When accrual is reduced below the maximum accrual of 48 hours, the affected employee may then accrue sick leave to the maximum accrual. Under no circumstances shall the employee accrue or use more than 48 hours of sick leave in any one calendar year.

(d) If an employee separates from employment with the city and is rehired by the city within 6 months, the city will reinstate up to 48 hours of sick leave which the employee had accrued but not used prior to the employee's separation of employment.

(e) Sick leave is granted to an employee by approval of his/her the employee's immediate supervisor when the employee is unable to perform his/her the employee's job duties because of personal the employee:

- (1) Has a mental or physical illness, injury, or temporary disability health condition that prevents the employee from working; or

- (2) Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
- (3) The employee needs to care for a family member who:
 - (i) Has a mental or physical illness, injury, or health condition; or
 - (ii) Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
- (4) Needs to obtain preventative medical care; or
- (5) The employee or the employee's family member has been the victim of domestic violence, sexual assault, or harassment and the use of the leave is to:
 - (i) Seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
 - (ii) Obtain services from a victim services organization;
 - (iii) Obtain medical care or other counseling;
 - (iv) Seek relocation due to the domestic abuse, sexual assault, or harassment; or
 - (v) Seek legal services, including ~~medical confinement due to pregnancy, miscarriage, childbirth, surgery, and recovery therefrom~~ preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment; or
- ~~(d) An employee may be granted sick leave for the care and attendance of an ill, injured, or disabled spouse, child, parent, sibling, grandparent, grandchild, (including natural, step, adopted, foster, or in-law relationships). This also includes any other relative, or person who the employee identifies as his/her significant other or domestic partner whose primary residence or place of primary abode is the same as the employee. An employee may also be granted sick leave during the first 12 weeks following the birth of a newborn or the adoption or placement of a child in foster care. ¶~~
- ~~(e) An employee may be granted sick leave for himself/herself or to attend to a family member's (as identified above) medical needs, employee assistance program, mental health, dental and optical examinations and treatment, provided the sick leave granted for such purposes does not exceed the actual time necessary for examination or treatment and reasonable travel time as determined and approved by his/her immediate supervisor. ¶~~
- ~~(f) —~~
- (6) Due to a public health emergency, a public official has ordered closure of:

- (i) ~~The employee's immediate supervisor may require a physician's statement~~ employee's place of business; or
 - (ii) The school or place of care of the employee's child and the employee needs to be absent from ~~an employee for any sick leave taken by an employee.~~ work to care for the employee's child.
- (f) Prior to the beginning of ~~a~~the workday, an employee ~~will notify his/her supervisor for~~ must request, orally, in writing, or electronically, to use paid sick leave, notifying their immediate supervisor each day the employee seeks to use paid sick leave.
- (g) With the exception of sick leave taken due to a public health emergency closure or leave related to the preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment, the city may request that an employee provide a physician's statement regarding the ~~employee is unable to work because of illness, injury, or temporary disability according to departmental rules. Departmental rules consist~~ employee's use of any policies or rules adopted by the appointing authority. paid sick leave if:
 - (g) ~~If an employee experiences an illness, injury,~~
 - (1) ~~The paid sick leave consists of four or temporary disability, which requires more than 40 consecutive work hours (pro rata for part-time employees) of medical confinement, days; or is unable to perform~~
 - (2) ~~If the duties~~ employee has used 48 hours or more of paid sick leave during the position, the employee may be required to furnish the supervisor with a physician's ~~calendar~~ year.
- (h) Any physician's statement ~~by requested pursuant to the start~~ requirements of the ~~41st work hour, which must~~ this section should include the following:
 - (1) ~~—~~
 - (1) The probable duration of ~~such illness, injury, or disability; sick leave;~~
 - (2) ~~—~~
 - (2) The prognosis of the ~~employee's~~ employee's fitness to return to work; or
 - (3) ~~—~~
 - (3) The earliest date for return to limited duty and a list of limitations, if any.
- (h) ~~—~~
 - (i) Upon the start of ~~fifth consecutive day or the 41st~~ 49th work hour of paid sick leave usage, the employee ~~should~~ shall contact the ~~Human Resources Department~~ human resources department to determine whether such illness, injury, or disability ~~the employee's use of sick leave is covered under~~ by the Family and Medical Leave Act. ~~It is the employee's responsibility to provide follow-up physician's statements for each 30-calendar days of medical confinement. For an~~ For extended illness, the employee may be eligible for long term disability coverage. The employee should contact the human resources department for more information ~~on such coverage.~~
 - (j) For purposes of this section, "family member" is defined as:

- (1) A person who is related by blood, marriage, or civil union, or adoption;
- (2) A child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or
- (3) A person for whom the employee is responsible for providing or arranging health- or safety-related care.”

“Sec. 70-105.5. Additional paid sick leave during a public health emergency.

- (a) If a public health emergency is declared, the city will supplement an employee’s paid sick leave as necessary so as to ensure that each full time employee has at least 80 hours of paid sick leave. The amount by which an employee’s paid sick leave shall be supplemented by the city is calculated by subtracting the amount of accrued, unused paid sick leave available to the employee on the date the public health emergency is declared from 80 hours. In no event shall an employee have paid sick leave hours deducted if the employee has in excess of 80 hours of paid sick leave available on the date an emergency is declared.
- (b) If a public health emergency is declared, the city will supplement an employee’s paid sick leave as necessary so as to ensure that employees who are not considered full time employees have available paid sick leave which is equal to the greater of either the amount of time the employee is scheduled to work in a fourteen day period or the amount of time the employee actually works on average in a fourteen day period.
- (c) An employee may take paid sick leave related to a public health emergency for the following purposes:
 - (1) The employee needs to self-isolate and care for oneself because the employee is diagnosed with, is experiencing symptoms of, or seeking preventive care concerning a communicable illness that is the cause of a public health emergency; or
 - (2) The employee needs to self-isolate and care for a family member because the family member is diagnosed with, is experiencing symptoms of, or is seeking preventative care concerning a communicable illness that is the cause of the public health emergency.
- (d) The term “family member” is defined for purposes of this section in the same manner as the term is defined in section 70-105(d) of the Arvada City Code.
- (e) The employee shall notify the employee’s immediate supervisor of the need for sick leave under this section as soon as practicable.
- (f) Documentation is not required to take paid sick leave under this section.

(g) An employee may use paid sick leave under this section until four weeks after the official termination or suspension of the public health emergency.

(h) For purposes of this section, “public health emergency” is defined as:

(1) An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent for which:

(2) An emergency is declared by a federal, state, or local public health agency;

(3) A disaster emergency is declared by the governor; or

(4) A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.”

“Sec. 70-119. Sabbatical leave.

A regular employee who ~~have~~has worked for the city for a minimum of seven years and ~~are~~is considered to be in good standing shall have the opportunity to take up to three months of time for the purpose of rejuvenation or the pursuit of a personal objective or aspiration. ~~To be~~ Being in good standing means ~~having~~the employee must have an overall positive performance appraisal from the prior year and ~~having~~no disciplinary actions in ~~his/her~~their official personnel file ~~based on the following conditions:~~. For purposes of this section, “disciplinary action” means ~~the employee has received a~~ disciplinary suspension without pay, disciplinary fine, ~~step reduction in pay,~~ or a demotion in the ~~past~~ 12 months prior to the start of the sabbatical leave. ~~If s/he~~ An employee who has ~~received~~ a reprimand, in the appointing authority ~~12 months prior to the posting may require that the employee be required to successfully completes~~complete the performance plan associated with the reprimand ~~within the time frame of said plan before being~~ considered for ~~the~~ sabbatical leave. An employee may ~~only~~ take sabbatical leave ~~only~~ once every seven years. The city manager may establish administrative procedures for the administration of this benefit.”

Sec. 70-143. Employee conduct. ¶

(a) ~~The city expects all employees to be accountable for their work related conduct and for performing their job duties to the highest professional standards at all times. The city reserves the right, in all instances, to impose discipline, up to and including dismissal. Discipline is imposed solely at the discretion of the city, based on its evaluation and in consideration of relevant factors and circumstances. ¶~~

(b) ~~The disciplinary procedures set forth in the next section apply only to regular employees; probationary, health plan eligible, variable hour, seasonal, and non-benefitted employees~~

~~will be given performance expectations and feedback as deemed appropriate by the city, but at all times will be deemed as at will employees. However, standards of conduct set forth in this section apply to all city employees. Under no circumstances should this rule/regulation be construed to create "for cause" employment for probationary, health plan eligible, variable hour, seasonal, or non-benefitted employees. ¶~~

~~(c)~~

“Sec. 70-143. Employee conduct.

~~....~~

(c) A supervisor may reprimand a regular employee for cause. An appointing authority or ~~his/her~~ designee ~~thereof~~ may discipline a regular employee for cause. Such discipline may include reprimand, suspension without pay, disciplinary fine, ~~step reduction in pay~~, demotion, or dismissal. Examples of performance or conduct that may warrant disciplinary action are presented in the list below. This list is not considered all-inclusive as the city cannot anticipate all behaviors of an employee. Other actions that have a negative impact on an employee's performance or the effective functioning of the city may result in disciplinary action. Individual departments may also have specific rules, regulations, ~~and/or~~ policies that describe performance or conduct. The violation of ~~these any~~ departmental ~~rules, regulations, and/~~ ~~rule, regulation, or policies~~ ~~policy~~ may also warrant disciplinary action. ~~■~~

- (1) Any false statement made on an application for employment or any other form or application submitted to or required by the city, or omission of information that might affect the applicant or employee unfavorably.
- (2) Conduct detrimental to customer service or city operation.
- (3) Theft or misuse of city money or property.
- (4) Violation of any national, state, or local law when the misconduct would interfere with an employee's performance of his/her job or undermine public trust in the integrity of the city. The city may consider such conduct a violation of its rules and/or procedures regardless of a conviction.
- (5) Misusing, destroying, or damaging any city property or property of another employee or customer.
- (6) Abusive treatment and/or disrespect of any person including, but not limited to, physical or verbal confrontations, insults, or derogatory comments based on race, religion, gender, sexual orientation, ethnicity, and/or disability.
- (7) Unauthorized possession of weapons or explosives on city premises or utilization of any object as a weapon.
- (8) Insubordination, failure, or refusal to comply with directives, orders, or assignments.
- (9) Falsification, destruction, or unauthorized use of city records, reports, or other data or information belonging to the city.

- (10) Being untruthful, misleading, or uncooperative during an administrative investigation or about any job related matter.
- (11) Mishandling or unauthorized disclosures of confidential city information.
- (12) Immoral conduct or indecency, vulgar, threatening, insulting, or abusive language while on the job, including excessive gossiping or spreading rumors.
- (13) Incompetence, inattention to duties, horseplay, wastefulness, or sleeping while on the job.
- (14) Possession, purchase, manufacture, dispensing, use, sale, or being under the influence of controlled substances or alcohol while on the job when not medically required or when it is a requirement of the job.
- (15) Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions.
- (16) Failure to report violations of safety policies, procedures, or reporting requirements.
- (17) Failure to properly use or enforce the use of safety gear, clothing, or equipment.
- (18) Engaging in personal business or outside employment while on the job.
- (19) Attempting to influence an employment decision for the benefit of a member of the employee's immediate family. Immediate family means his/her spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, (including natural, step, adopted, foster, or in-law relationship). This also includes a person who the employee identifies as his/her significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.
- (20) Having an undisclosed financial interest, direct or indirect, in any contract with the city, or having an undisclosed financial interest, directly or indirectly, in the sale of any land, materials, supplies, or services to the city.
- (21) Engaging in any business, activity, or transaction in which an employee has a substantial financial or personal interest, direct or indirect, that might reasonably be expected to interfere with the ability of the employee to perform his/her duties.
- (22) Seeking nomination or election to city council.
- (23) Engaging in federal, state, county, or local political campaign during an employee's working hours.
- (24) Using his/her employment, position, badges, or credentials for preferential treatment, commercial or personal gain, or in any other manner not authorized by the city. Allowing any individual unauthorized access to or use of a city badge, insignia or credential.
- (25) Using city vehicles, equipment, or property for unauthorized personal use.
- (26) Unauthorized absence from work and failure of employee to communicate with supervisor before that working shift. Guidelines for reporting may be established by each department.

- (27) Excessive absences and/or excessive tardiness as determined by the employee's appointing authority and/or failure to work or report to supervisor for two consecutively scheduled days.
- (28) Engaging in any activity that interferes with an employee's or any other employee's performance on the job.
- (29) Failure to report any violations of ordinances, statutes, charter, personnel policies, administrative regulations, or department rules by any city employee or failure to report a conviction or plea to a misdemeanor or felony.
- (30) Inability to perform job duties and/or substandard performance of assigned duties.
- (31) Failure to maintain an appropriate personal appearance as established by City or departmental policy. Failure to maintain appropriate personal hygiene.
- (32) Violation of any departmental or city rule, regulation, policy, or procedure.
- (33) Failure to obtain or maintain a required certification, license, or training as a condition of employment.
- (34) Allowing unauthorized access of individuals to restricted areas of city facilities, materials, and/or equipment.
- (35) Any other action by an employee which in the opinion of management warrants discipline or discharge and which a reasonable person would expect to result in disciplinary action either because it affects the employee's performance, the effectiveness of the city, including other employees, or undermines public trust in the integrity of the government.

....”

“Sec. 70-144. Discipline/discharge.”

....”

(g) Reserved.

....”

“Sec. 70-168.1. Complaint resolution process.”

(a) — In situations where an employee has a complaint regarding a specific ~~incident~~ arising from a working ~~conditions~~ or ~~practices,~~ ~~decisions~~ ~~practice,~~ a decision made pursuant to a department or city ~~policies~~ policy, a reprimand that does not involve a suspension without pay, disciplinary fine, ~~step reduction in pay,~~ demotion, or performance appraisal concerns, and wishes to formally complain, then, ~~she~~ the employee must follow the city's complaint resolution process as listed:—

Step 1. The employee should first attempt to resolve the issue(s) by discussing it with ~~his/her~~ **their** immediate supervisor within ten calendar days of the event at issue.▪

Step 2. If the situation is not resolved within ten calendar days from the time the complaint is discussed with the employee's immediate supervisor, barring extenuating circumstances, it should be brought to the attention of the next level supervisor with written documentation. That supervisor has ten calendar days to respond to the employee in writing.▪

Step 3. This process may be repeated with each higher level of management including the department director. This is the final step for performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, disciplinary fine, ~~step reduction in pay,~~ or demotion. For performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, disciplinary fine, ~~step reduction in pay,~~ or demotion, the decision of the department director is final in this administrative process.▪

Step 4. If the employee is not satisfied with the department director's decision regarding a complaint about working conditions/ or practices, or decisions made pursuant to department or city policies, the employee has ten calendar days from receipt of the department director's decision to bring the issue to the city manager with written documentation.▪

....”

“Sec. 70-169. - Pre-disciplinary administrative meeting.▪

Before a regular employee is suspended without pay, given a disciplinary fine, ~~given a step reduction in pay,~~ demoted, or dismissed, the employee's appointing authority shall provide the employee with a written statement describing the reason or reasons for such proposed suspension without pay, disciplinary fine, ~~step reduction in pay,~~ demotion, or dismissal. Prior to the effective date of such proposed suspension without pay, disciplinary fine, ~~step reduction in pay,~~ demotion, or dismissal, the appointing authority shall provide the employee with an opportunity to be heard and to respond to the reason or reasons for such proposed suspension without pay, disciplinary fine, ~~step reduction in pay,~~ demotion, or dismissal.▪”

“Sec. 70-170. Administrative review.

- (a) Any regular employee may request an administrative review of the following:▪
 - (1) —A suspension without pay; or▪
 - (2) —A disciplinary fine; or▪

(3) ~~A step reduction in pay; or~~

(4) ~~A demotion; or~~

(4) (5) ~~A dismissal from employment.~~

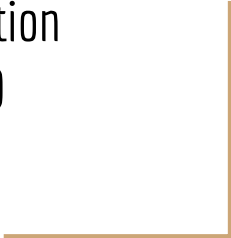
(b) ~~Any regular employee of the city may request in writing an administrative review of a suspension without pay, disciplinary fine, step reduction in pay, demotion, or dismissal imposed by an appointing authority against such employee. This request must be submitted to the director of human resources within ten calendar days from the effective date of the disciplinary action.~~

....”



Personnel Rules Revision

City Council Presentation
December 7, 2020



Why are the rules being revised?

- Colorado has passed new legislation: the **Equal Pay for Equal Work Act** and the **Healthy Families and Workplaces Act**
- The new laws take effect January 1, 2021
- These new laws require changes to the way we hire, promote, and administer pay and leave programs
- Articles II, III, IV, V and VI of the Personnel Rules have been revised and updated to comply with the requirements of these new laws

Equal Pay for Equal Work

Requires employers to make reasonable efforts to announce, post, or otherwise make known all opportunities for promotion to all current employees on the same calendar day and prior to making a promotion decision.

- Expectation is that all promotional opportunities will be announced/posted to all employees
- “Reasonable efforts” has been defined to mean methods of posting
- Violations carry fines of \$500 to \$10,000

Equal Pay for Equal Work

Prohibits an employer from paying one employee less than an employee of a different sex for substantially similar work.

“Substantially similar work” is determined without regard to job title and based on a composite of skill, effort, and responsibility. Shift work may also be considered.

A different rate may be paid when it is based only on

- a system of seniority
- a merit system
- a system measuring for earnings by quantity or quality of production
- geography locale where the work is performed
- relevant education, training or experience
- travel, if it is a regular and necessary condition of the work performed

Effectively eliminates “market” as a reason to pay different rates

Equal Pay for Equal Work

Prohibits an employer from:

- Seeking the wage rate history of a prospective employee or requiring disclosure of wage rate as a condition of employment;
- relying on a prior wage rate to determine a future wage rate

Personnel Rules Article II - Employment

Sec. 70-34 Job vacancy and posting

Sec. 70-37 Promotions and Transfers

- Updates language to require all vacancies and all vacant promotional opportunities to be posted internally
- Removes language allowing an appointing authority to rehire without posting and language allowing for a temporary employee to be appointed to a full-time position without posting
- Adds language to clarify that a reclassification of a position that is filled is not considered a vacant or promotional opportunity that has to be posted
- Removes language referencing a step reduction in pay as a form of discipline

Sec. 70-39 Re-employment

- Updates and removes language that an appointing authority may rehire an employee within 3 months without posting the position

Personnel Rules - Article III - Employee Compensation

Sec. 70-50.2 Classification system

- Updates language to introduce an internal equity evaluation component to the way we grade and classify jobs so that substantially similar work is graded and paid equitably, regardless of market

Sec. 70-50.3 Regrades and Reclassifications

- Updates language to remove reference to regrades as these are market based only and will no longer occur. Also adds internal value to the reclassification definition

Sec. 70-53 Appointment rate

- Updates language to allow for making fair and equitable job offers based on a candidate's relevant education, training and experience as compared to others in similar positions. Allows HR to facilitate offers up to the midpoint of a pay grade, with approval from the City Manager for anything beyond the midpoint

Personnel Rules Article III - Employee Compensation

Sec. 70-38 Voluntary Reassignments

Sec. 70-59 Pay rates upon transfer, promotion, demotion or voluntary reassignment

Sec. 70-60 Pay rates upon reclassification or regrading

Sec. 70-61 Pay rates for temporary acting assignments

- Replaces language that refers to prior wage to determine new salary and replaces it with the following: The employee will be placed into a step in the new grade based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions
- Removes language referencing frozen employees as this will no longer be defensible under the new law if it creates a pay gap

Personnel Rules Article V & VI

Article V - Employee Responsibilities

Sec. 70-143. Employee Conduct

Sec. 70-144. Discipline/Discharge

- Removes definition and reference to step reduction in pay as a form of discipline

Article VI - Employer-Employee Relations

- **Sec. 70-168.1 Internal Complaint Procedure**
- **Sec. 70-169. Pre-disciplinary Administrative Meeting**
- **Sec. 70-170. Administrative Review**

- Removes reference to step reduction in pay as a form of discipline

Equal Pay for Equal Work Act

Additional Efforts to comply with the Act:

- A Pay Equity Analysis will be conducted by the end of the year to identify any significant pay gaps and create a plan to address them.
- A new internal job evaluation process will be created and introduced in 2021 to ensure that jobs with substantially similar skills, effort and responsibility are graded equitably.

Healthy Families and Workplaces Act

- Requires all employers in Colorado to provide all employees with paid sick leave at a rate of 1 hour of leave for every 30 hours worked - capping at 48 hours
- Sets rules for carryover from year to year and reinstatement of sick leave for rehires
- Expands the purposes for which sick leave can be used (now includes leave related to domestic violence and public health emergency closures)
- Expands the definition of family member for which leave can be taken

Healthy Families and Workplaces Act

- Prohibits employers from requesting documentation until 4 consecutive days of leave have been used
- Prohibits employers from disciplining employees for using this leave
- Provides for up to 80 hours of supplemental leave during a public health emergency

Personnel Rules Article IV - Attendance and Leave

Sec. 70.105. Sick Leave

- c. -adds language defining the sick leave accrual rates for employees who do not meet the definition of regular or probationary fulltime and part time employees (i.e. health plan eligible, variable hour, seasonal)
- d. - adds language about reinstating up to 48 hours of sick leave upon rehire within 6 months of separation
- e. - Updates language defining the reasons employees can use sick leave as defined by the act. (Adds reasons related to domestic violence and public health emergency, school closure, etc)

Personnel Rules Article IV - Attendance and Leave

Sec. 70.105. Sick Leave, continued

- f.,g.,h., and i. - Updates language related to how an employee requests sick leave and documentation of sick leave.
- j.- defines family members as required by the Act.
 - A person who is related by blood, marriage, or civil union, or adoption; or
 - A child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or
 - A person for whom the employee is responsible for providing or arranging health- or safety-related care.

Sec. 70.105.5 Additional Paid Sick Leave During Public Health Emergency

- Introduces language regarding the use of up to 80 hours of sick leave for a declared public health emergency for all employees.

Financial Impact

Equal Pay for Equal Work Act

Financial impacts from these efforts are expected to be minimal in 2021. Financial impacts resulting from job reclassifications for equity will be presented as part of the 2022 budget and pay plan update.

Healthy Families and Workplaces Act

The financial impact of this program is estimated to be about \$90,000 per year. This is a conservative estimate based on all non-benefited employees using the full amount of leave allowed. The Funds that will be affected the most are the Parks, Golf and Utilities Funds. The budgets of these specific funds have been adjusted to account for the increased costs.

Questions?



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: CB20-032 An Emergency Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, 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. 4748)

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 20, 2020, as the Official Floodplain Map of the City of Arvada. The Floodplain Map dated November 20, 2020 includes data from two Letters of Map Revision (LOMRs) approved by FEMA. These changes are associated with LOMR Case No. 19-08-0295P, Timberline Farms – Van Bibber Creek, effective December 20, 2019; and LOMR Case No. 19-08-0970P, Big Dry Creek at Indiana Street, effective October 9, 2020, as well as a new Flood Insurance Study (FIS) and associated Flood Insurance Rate Maps (FIRM), dated January 15, 2021 issued.

The Arvada team recommends that the City Council approve CB20-032, An Emergency Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, 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. 4748).

Financial Impact

There is no Financial Impact associated with the recommended action.

Background

Since the last formal update of the Official Floodplain Map of the City of Arvada, approved by Council on December 2, 2019, there have been two (2) approved 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. The two LOMRs referenced above are included in addition to the new FIS/FIRM issuance.

Discussion

Arvada's Land Development Code requires the Official Floodplain Map to be updated when the City, Urban Drainage and Flood Control District (UDFCD) D/B/A Mile High Flood District (MHFD), 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. 19-08-0295P, Timberline Farms – Van Bibber Creek, effective December 20, 2019 and LOMR Case No. 19-08-0970P, Big Dry Creek at Indiana Street, effective October 9, 2020), as well as a new Flood Insurance Study (FIS) and associated Flood Insurance Rate Maps (FIRM), dated January 15, 2021 issued. LOMRs do not always warrant a reissuance of the FIRM. The two LOMRs referenced above are included in addition to the new FIS/FIRM issuance.

A copy of the Official Floodplain Map is attached.

SUBJECT: CB20-032 An Emergency Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, 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. 4748)

PAGE: 2
ITEM: 9.A.

Note: The public hearing on this item was originally scheduled for January 4, 2021; however, that meeting was cancelled due to a posting error. As noted above, the City must adopt the new floodplain map by January 15, 2021. The Arvada team rescheduled the public hearing for this ordinance on January 11, 2021. Posting requirements meant this item could be scheduled on the January 11, 2021 agenda as an emergency ordinance. This ordinance meets the requirements for an emergency ordinance. Importantly, the substantive provisions of this emergency ordinance are identical in all respects to the ordinance presented to City Council at the first reading on this matter on December 7, 2020. If the Official Floodplain Map through this emergency ordinance is not adopted by the January 15, 2021 deadline, the City could be subject to sanctions from FEMA. Those sanctions include:

- Property owners will not be able to purchase NFIP flood insurance policies, and existing policies will not be renewed
- Federal grants or loans for development will not be available in identified flood plain areas
- Federal disaster assistance will not be provided to permanently repair insurable buildings in identified flood hazard areas for damage caused by a flood
- Federal mortgage insurance or loan guarantees, such as those written by the Federal Housing Administration and the Department of Veteran Affairs, will not be provided in identified flood hazard areas
- Federally insured or regulated institutions, such as banks, and credit unions, are allowed to make conventional loans for insurable buildings in flood hazard areas of non-participating communities. However, the lender must notify applicants that the property is in a flood hazard area and that the property is not eligible for federal disaster relief assistance.

There are 13 structures in Arvada that are due for renewal between January 15th and January 25th. This emergency ordinance will prevent those 13 from not being able to renew their policies and potentially losing any grandfathered insurance rates they hold. Additionally, any real estate transaction scheduled to close within that window will not be held up by our community being sanctioned by FEMA.

Note the voting requirements for passage of an emergency ordinance are different than for passage of regular ordinances: per Charter section 5.9, Emergency ordinances, this ordinance must be approved by at least 5 Councilmembers if 6 or 7 Councilmembers are present or by 4 Councilmembers if 5 are present. If only 4 Councilmembers are present, it must be approved unanimously.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area within the City Council Strategic Plan. Specifically, updating Official Floodplain Map is consistent with the following Principle:

Applies cost-effective and timely engineering design, geographic information, effective construction practices, and established standards and specifications to align public infrastructure priorities with community growth and redevelopment needs.

Alternative Courses of Action

N/A

SUBJECT: CB20-032 An Emergency Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, 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. 4748)

PAGE: 3
ITEM: 9.A.

Recommendation for Action

The Arvada team recommends that the City Council approve CB20-032, An Emergency Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, 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. 4748).

Suggested Motion:

I move that CB20-032, An Emergency Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, 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 4748 and ordered published in full) (rejected).

Prepared by:
Andy Stewart, Senior Utilities Engineer

Reviewed by:

Approved by:

Nora Steenson, Deputy City Attorney	1/5/2021
Don Wick, Director of Public Works	1/5/2021
Rachel Morris, City Attorney	1/5/2021
Lorie Gillis, Deputy City Manager	1/6/2021
Mark Deven, City Manager	1/6/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB20-032
ORDINANCE NO. 4748

AN EMERGENCY ORDINANCE ADOPTING THE FLOODPLAIN MAP DATED NOVEMBER 20, 2020, AS THE OFFICIAL FLOODPLAIN MAP OF THE CITY OF ARVADA, SUPERSEDING THAT DATED NOVEMBER 15, 2019, 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 City of Arvada has the authority under C.R.S. §31-16-101, and otherwise under its authority as a Home Rule city to establish ordinances, regulations, and procedures that protect life and property; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) has approved the following Letters of Map Revision (“LOMRs”): LOMR Case No. 19-08-0295P, Timberline Farms – Van Bibber Creek, effective 12/20/2019 and LOMR Case No. 19-08-0970P, Big Dry Creek at Indiana St, effective 10/09/2020, as well as a new Flood Insurance Study (FIS) and associated Flood Insurance Rate Maps (FIRM), dated January 15, 2021; and

WHEREAS, the Geo Data Services Division of the Public Works Department of the City of Arvada generated an updated floodplain map dated November 20, 2020; and

WHEREAS, the first reading of CB20-032 An Ordinance Adopting the Floodplain Map Dated November 20, 2020, as the Official Floodplain Map of the City of Arvada, Superseding That Dated November 15, 2019, and Further Adopting the Flood Insurance Study (“FIS”) and the Flood Insurance Rate Maps (“FIRM”) Prepared By the Federal Emergency Management Agency (“FEMA”) occurred at the City Council business meeting on December 7, 2020; and

WHEREAS, City Council set the public hearing on CB20-032 for the City Council meeting set for January 4, 2021; and

WHEREAS, the January 4, 2021 City Council meeting was unexpectedly cancelled because the meeting agenda was not publicly posted for the minimum amount of time required due to a clerical error, such that the public hearing on CB20-032 must be rescheduled; and

WHEREAS, adopting the most current flood plain management regulations that meet the standards of Section 60.3(d) of the National Flood Insurance Program (“NFIP”) regulations is necessary for the City of Arvada to remain a participant in the NFIP; and

WHEREAS, the City of Arvada's participation in the NFIP allows citizens with property located within Special Flood Hazard Areas to purchase required flood insurance policies and receive federal funds to reimburse costs associated with damage occurring during a flooding disaster; and

WHEREAS, the City of Arvada's participation in the NFIP also allows the City to participate in the Flood Mitigation Assistance Grant Program, which provides the City with funds for projects and planning that reduces or eliminates long-term flood risk; and

WHEREAS, failure to adopt the most current flood plain management regulations by January 15, 2021 may result in sanctions to the City of Arvada, such as a prohibition on the issuance of new NFIP flood insurance policies, the inability for NFIP flood insurance policy holders to renew existing policies, the inability for private property owners within Arvada to receive federal funding for repairs or replacement in the event of a flooding disaster, and the inability for the City of Arvada to receive funding from the Flood Mitigation Assistance Grant Program for projects that reduce the risk of flood damage to structures insured under the NFIP; and

WHEREAS, the only City Council meeting scheduled before January 15, 2021, at which the public hearing on CB20-032 could be held is on January 11, 2021; however, in order to schedule the public hearing on January 11, 2021, this Ordinance must be deemed an emergency ordinance under section 5.9 of the Charter of the City of Arvada; and

WHEREAS, this ordinance meets all of the requirements for an emergency ordinance set forth in section 5.9 of the Charter of the City of Arvada; and

WHEREAS, the substantive provisions of this emergency ordinance are identical in all respects to the one presented to City Council for first reading on December 7, 2020; and

WHEREAS, the Council finds and the City of Arvada's continued participation in the NFIP is necessary for the preservation of the public's health, peace, safety, and welfare.

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 20, 2020, is hereby adopted as the official floodplain map of the City of Arvada, superseding the previous map dated November 15, 2019.

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 A ("Official Floodplain Maps Adopted") of Subdivision 2-1-2-5 ("Official Floodplain Maps") of Division 2-1-2 ("Establishment of Zoning Districts") of Article 2-1 ("Zoning Districts and Lot and Building Standards") of Chapter 2 ("Zoning Districts") of the Land Development Code is hereby amended to read as follows:

A. *Official Floodplain Maps Adopted.* The location and boundaries of the Regulatory Floodplain designated in Division 4-1-2 Floodplain Regulations of this Code are hereby

established as shown on the map prepared by Public Works entitled "Official Floodplain Map," and hereafter referred to as the Official Floodplain Maps, as may be amended. The boundaries of the Regulatory Floodplain, Flood Fringe Sub-Zone, and Floodway Sub-Zone are based upon technical data in scientific and engineering reports produced by the Federal Emergency Management Agency (FEMA) entitled, "Flood Insurance Study, Jefferson County, Colorado and Incorporated Areas," and the accompanying Flood Insurance Rate Maps dated January 15, 2021, and "Flood Insurance Study, Adams County, Colorado and Incorporated Areas" and the accompanying Flood Insurance Rate Maps dated September 28, 2018. 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 8-3-4 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. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of constitutionality of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 7. Emergency ordinance. The City Council finds the City of Arvada's participation in NFIP is critical to protecting the citizens of Arvada. The NFIP allows citizens to purchase flood insurance for private property and ensures federal funds are available to mitigate flood risk or the cost of damage should such a flood disaster occur. The City Council finds the adoption of this ordinance is urgently needed due to the January 15, 2021 deadline established by FEMA, and the possibility of sanctions for failure to meet such deadline due to the unexpected cancellation of the January 4, 2021 business meeting. As such, adoption of this ordinance is necessary for the preservation of the public's health, peace, safety or welfare.

Section 8. This ordinance shall be effective upon passage, and shall be published as set forth in section 5.9 of the Charter of the City of Arvada.

PASSED, ADOPTED, AND APPROVED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Date: January 14, 2021

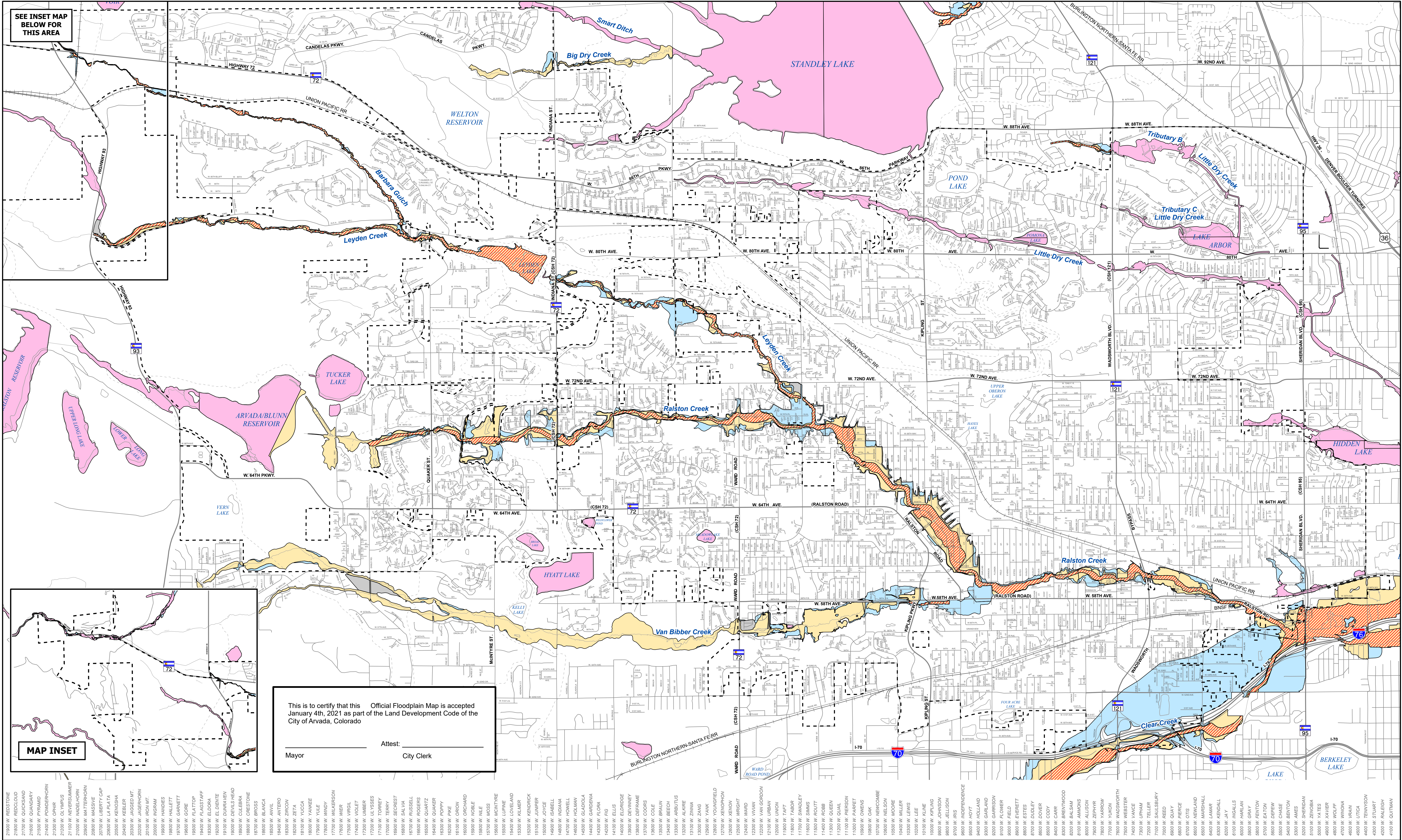
REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY — NOT PART OF THE ORDINANCE

Underlined indicates new material

~~Strikeover~~ indicates deleted material

- A. ***Official Floodplain Maps Adopted.*** The location and boundaries of the Regulatory Floodplain designated in Division 4-1-2 Floodplain Regulations of this Code are hereby established as shown on the map prepared by Public Works entitled “official Floodplain Map,” and hereinafter referred to as the Official Floodplain Maps, as may be amended. The boundaries of the Regulatory Floodplain, Flood Fringe Sub-Zone, and Floodway Sub-Zone are based upon technical data in scientific and engineering reports produced by the Federal Emergency Management Agency (FEMA) entitled, “Flood Insurance Study, Jefferson County, Colorado and Incorporated Areas,” and the accompanying Flood Insurance Rate Maps dated ~~December 20, 2019~~ January 15, 2021 and “Flood Insurance Study, Adams County, Colorado and Incorporated Areas” and the accompanying Flood Insurance Rate Maps dated ~~March 5, 2007~~ September 28, 2018. 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 procedures as required in Section 8-3-4 of this Code.



FLOODPLAIN MAP

FEMA Flood Insurance Rate Maps, Adams County, CO dated March 5, 2007
FEMA Flood Insurance Rate Maps, Jefferson County, CO dated February 5, 2014
FEMA Flood Insurance Rate Maps, Jefferson County, CO dated December 20, 2019
Ralston Creek LOMR dated October 17, 2014
Bates Lake LOMR dated May 8, 2015
Big Dry Creek LOMR dated January 20, 2016
RTD Gold Line over Ralston Creek LOMR dated January 27, 2017
RTD Gold Line over UPRR Moffat Line LOMR dated September 22, 2017

Candelas Commercial LOMR dated October 27, 2017
Glencoe Valley Road Restoration Project dated July 13, 2018
Whisper Creek III Subdivision dated July 27, 2018
Timberline Farms - Van Bibber Creek dated December 20, 2019
Indiana Street dated October 9th, 2020

FIRM Panel Updates: 1/15/2021
08059C0050G

The maps provided are graphical representations intended for general informational purposes only, and may not reflect the most current information or conditions. THE CITY OF ARVADA MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE GRAPHICAL REPRESENTATIONS OR THE UNDERLYING DATA. Any users of these graphical representations or maps products accept same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants to hold the City harmless from and against all damage, loss, or liability arising from the use of this map product, in consideration of the City's having made this information available.

CITY OF ARVADA
GEO DATA SERVICES



REPORT TO CITY COUNCIL PUBLIC HEARING

**AGENDA ITEM
9.B.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: Substantial Amendment to the 2020 Community Development Block Grant Annual Action Plan

Report in Brief

A Public Hearing on the Substantial Amendment to the 2020 Annual Action Plan is necessary prior to signing a funding agreement with HUD.

Notification of the Public Hearing was published on December 17, 2020 inviting all citizens and other interested parties to make comments on the City's proposal to use CDBG-CV funds in response to the coronavirus pandemic.

The Arvada team recommends that the City Council approve a Substantial Amendment to the 2020 Community Development Block Grant Annual Action Plan. The Arvada team recommends that the public hearing be opened, public testimony taken, and the hearing closed.

Financial Impact

The substantial amendment to the 2020 Annual Action Plan allocates an additional \$276,525 to the Annual Action Plan.

\$276,525 will be used for the following activities:

- \$126,000 Reimbursement to the City for payment of the Non-Congregate shelter for persons experiencing homelessness who were exposed to or infected with Coronavirus
- \$50,000 Rent/Mortgage relief to Arvada citizens
- \$100,525 Motel vouchers for people experiencing homelessness

Background

A Public Hearing on the Substantial Amendment to the 2020 Annual Action Plan is necessary prior to signing a funding agreement with HUD.

The substantial amendment to the 2020 Annual Action Plan allocates an additional \$276,525 to the Annual Action Plan. The additional funds are Community Development Block Grant-Coronavirus (CDBG-CV) funds provided to assist communities to prepare for and respond to the coronavirus pandemic.

Discussion

The substantial amendment to the 2020 Annual Action Plan allocates an additional \$276,525 to the Annual Action Plan. The additional funds are Community Development Block Grant-Coronavirus (CDBG-CV) funds provided to assist communities to prepare for and respond to the coronavirus pandemic.

Public Contact

This item is for information purposes only for the Public Hearing and no action is necessary. It will only be necessary to open the public hearing, take any testimony, and close the hearing.

Commission Recommendation

N/A

Strategic Alignment

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

Alternative Courses of Action

N/A

Recommendation for Action

No City Council action is needed on this item at this hearing. The Arvada team recommends that the public hearing be opened, public testimony taken, and the hearing closed.

Suggested Motion:

The Arvada team recommends that the City Council approve a Substantial Amendment to the 2020 Community Development Block Grant Annual Action Plan.

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	12/14/2020
Janet Newman, Administrative Specialist	12/15/2020
Gordon Reusink, Director of Vibrant Community and Neighborhoods	12/15/2020
Bryan Archer, Director of Finance	12/15/2020
Gail Walker, Legal Specialist-Contracts	12/15/2020
Kylie Justus, Assistant City Attorney	12/15/2020
Rachel Morris, City Attorney	12/18/2020
Lorie Gillis, Deputy City Manager	12/20/2020
Mark Deven, City Manager	12/22/2020

Enclosure, exhibits & attachments required to support the report

NOTICE OF PUBLIC HEARING INVITING PUBLIC REVIEW AND COMMENT REGARDING AN AMENDMENT TO THE CITIZEN PARTICIPATION PLAN AND SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2020 ANNUAL ACTION PLAN FOR ADDITIONAL FUNDING OF COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV)

The City of Arvada is proposing to amend its 2020 CDBG Annual Action Plan to make available CDBG-CV funding under the Coronavirus Aid, Relief and Economic Security (CARES) Act to prevent, prepare for, and respond to the pandemic.

This publication will commence a five-day public comment period for the Amendments. A copy of the amendment will be available for public review starting December 17, 2020 through December 23, 2020. The document includes the proposed activities, resources and expenditures for the CDBG program. The document must be prepared according to the U.S. Department of Housing and Urban Development (HUD) regulations.

The City invites public review and comment of the City's Citizen Participation Plan Amendment and the 2020 CDBG Annual Action Plan Substantial Amendment. The documents are available for review at the City of Arvada website at <https://arvada.org/residents/city-neighborhoods/cdgb-funds-at-work-in-arvada>.

The City invites all citizens and other interested parties who desire to provide comments regarding the amendment to do so at a public hearing:

At 6:15 P.M., January 4, 2021
in City Council Chambers, Arvada Municipal Building,
8101 Ralston Road, Arvada, Colorado.

If you wish to attend the meeting via Zoom, please contact Bruce Roome at broome@arvada.org with the meeting date.

Program information is available by contacting the Housing Preservation and Resources Division, Arvada City Hall, 8001 Ralston Road, between the hours of 8 a.m. and 5 p.m. Monday through Friday, or call 720-898-7494. Information is also available on our website at <https://arvada.org/residents/city-neighborhoods/cdgb-funds-at-work-in-arvada>

FOR FURTHER INFORMATION:

Please contact Carrie Espinosa at: caespinosa@arvada.org or call 720-898-7494, between 8:00 A.M. to 5:00 P.M., weekdays.

Published: Arvada Press
December 17, 2020

SUBSTANTIAL AMENDMENT TO THE CITY OF ARVADA 2020 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

A. EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving Community Development Block Grant (CDBG) funds, such as the City of Arvada, to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities. The Arvada City Council adopted the 2020-2024 Five Year Consolidated Plan ("Consolidated Plan") on November 18, 2019.

The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan. The City must submit an Annual Action Plan to HUD by no later than November 15 of each year during the five-year period (unless otherwise specified by HUD). The Arvada City Council adopted the 2020 Annual Action Plan on November 18, 2019 and submitted the document to HUD before the required deadline date.

Per the City's Citizen Participation Plan (CPP), a Substantial Amendment to a Consolidated Plan and Action Plan is required when a "substantial" change is proposed as it relates to funding priorities, proposed activities, goals and objectives. This substantial amendment to the Action Plan is necessary because the City has been allocated new CDBG funding through the March 27, 2020 Coronavirus Aid, Relief and Economic Recovery Act (CARES Act) that it wishes to allocate to activities that assist with immediate and long-term aid and recovery efforts for Arvada residents impacted by the Coronavirus.

B. CITIZEN PARTICIPATION

In accordance with the CARES Act, an expedited public participation process is permitted in order to make funding available as soon as possible and provide reasonable and timely citizen input during the period in which the city is impacted by the Coronavirus. Therefore, the following amended policies will be followed during this time:

1. Virtual public meetings are permitted for the purpose of approving and/or amending Consolidated Plan/Action Plans
2. A minimum five-day public comment period can be utilized for amending Consolidated Plan/Action Plans.

A Notice of Public Hearing and 5-day public review period was published in the Arvada Press and on the City's website on December 17, 2020, informing the public of the proposed Substantial Amendment and inviting public review and comments. The public review period will begin on Thursday December 17, 2020 and will end on December 23, 2020. On January 4, 2021, the Arvada City Council will hold a public hearing regarding the Substantial Amendment.

C. 2020 ANNUAL ACTION PLAN AMENDMENT DETAILS AND NATIONAL OBJECTIVES

The City is proposing to allocate \$276,525 in new CDBG-COVID funding to activities that assist with immediate and longer-term needs for low- and moderate-income people impacted by the Coronavirus.

- \$126,000- Non-congregate shelter for persons experiencing homelessness exposed to or infected with COVID-19
- \$50,000 Rent/Mortgage Relief to Arvada Residents
- \$100,525 To provide financial support to the Severe Weather Shelter Network to provide cold weather shelter to people experiencing homelessness and for motel vouchers for persons experiencing homelessness and high risk for COVID-19.

All proposed activities will meet one or more of the following objectives:

- Benefit low- and moderate-income people
- Address an urgent community need

The following Table outlines the activity budgets that are being modified to reprogram funds to the proposed activity described in this Substantial Amendment:

Table 1: Proposed Activity Budget Modifications

Program Year/ Activity Title	Existing Budget	New Budget	Difference
<i>Increase Funding/Programming</i>			
2020 CDBG-eligible COVID response funding through CARES Act	\$0	\$276,525	\$276,525
Subtotal			\$276,525

D. PUBLIC COMMENTS

All public comments received during the 5-day public review period or at the public hearing will be incorporated into the overall Substantial Amendment submitted to HUD.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
9.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: R21-012 A Resolution Approving the Submission of a Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Allocate Additional CDBG Funds Made Available Through the Coronavirus Aid, Relief and Economic Security Act (CARES Act)

Report in Brief

This agenda item includes consideration of a resolution that amends the 2020 CDBG Annual Action Plan to include an additional \$276,525 made available through the CARES Act.

The Arvada team recommends City Council approve R21-012, A Resolution Approving the Submission of a Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Allocate Additional CDBG Funds Made Available Through the Coronavirus Aid, Relief and Economic Security Act (CARES Act).

Financial Impact

The City proposes to allocate \$276,525 in new CDBG-Coronavirus funding to the following activities:

- \$126,000 Non-congregate shelter for persons experiencing homelessness exposed to or infected with COVID-19
- \$50,000 Rent/Mortgage relief to Arvada residents
- \$100,525 To provide financial support to the Severe Weather Shelter Network to provide cold weather shelter to people experiencing homelessness and for motel vouchers for persons experiencing homelessness and high risk for COVID-19.

Background

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving CDBG funds to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities.

The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals in the Consolidated Plan. The City must submit an Annual Action Plan to HUD no later than November 15 of each year during the five year period.

Per the City's Citizen Participation Plan, a substantial amendment to an Action Plan is required when a "substantial" change is proposed that impact funding priorities, proposed activities, goals and objectives. This substantial amendment to the 2020 Action Plan is necessary because the City has been allocated new CDBG funding through the March 27, 2020 CARES Act. In accordance with the purpose of the CARES Act, the Arvada team proposes to allocate these funds to activities which support the immediate and long-term aid and recovery efforts for Arvada residents impacted by the Coronavirus. In accordance with the requirements outlined in the CARES Act, a 5-day public review and comment period beginning December 17 and ending

SUBJECT: R21-012 A Resolution Approving the Submission of a Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Allocate Additional CDBG Funds Made Available Through the Coronavirus Aid, Relief and Economic Security Act (CARES Act)

PAGE: 2
ITEM: 9.B.1.

December 23, 2020 was provided and a public notice published in the Arvada Press and on the City's website.

According to federal requirements, the City must submit a substantial amendment to the most recent Annual Action Plan approved by HUD. The Arvada City Council approved the 2021 Annual Action Plan on November 2, 2020. The 2021 Annual Action Plan has yet to be approved by HUD; therefore the 2020 Annual Action Plan was amended. The City proposes to allocate \$276,525 in new CDBG-Coronavirus funding.

Discussion

The recommended action facilitates the allocation of resources that will provide critical services to assist the most vulnerable members of the community. Based on information from a network of public and nonprofit human services organizations, the most critical needs include non-congregate shelter for persons experiencing homelessness or at risk for exposure to COVID-19; rent and mortgage relief for Arvada residents who may be at risk to becoming homeless; and financial support for the Severe Weather Shelter Network to support homeless services through motel vouchers.

It is important to note that the focus on homeless services is associated with the need to minimize the potential to spread the COVID-19 virus. Over the last three years the City has worked with the Severe Weather Shelter Network and the Arvada faith community to provide congregate shelters for individuals experiencing homelessness. Placing individuals in congregate shelters supported by volunteers, including many who are in the high risk age group, was appropriately determined to be unacceptable. The availability of additional CDBG funding through the CARES Act provides an alternative to housing homeless persons within congregate shelters.

Public Contact

A public notice was published in the Arvada Press on December 17 informing the public of the opportunity to make comment on the proposed changes during the public hearing to be held January 4, 2021.

Commission Recommendation

N/A

Strategic Alignment

The recommended action facilitates the allocation of resources that will support community and human services programs. Therefore, this action aligns with the Vibrant Community Neighborhood Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that City Council approve R21-012, A Resolution Approving the Submission of a Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Allocate Additional CDBG Funds Made Available Through the Coronavirus Aid, Relief and Economic Security Act (CARES Act).

Suggested Motion:

I move that R21-012, A Resolution Approving the Submission of a Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Allocate Additional CDBG

SUBJECT: R21-012 A Resolution Approving the Submission of a Substantial Amendment to the 2020 Annual Action Plan for the Community Development Block Grant (CDBG) Program to Allocate Additional CDBG Funds Made Available Through the Coronavirus Aid, Relief and Economic Security Act (CARES Act)

PAGE: 3
ITEM: 9.B.1.

Funds Made Available Through the Coronavirus Aid, Relief and Economic Security Act (CARES Act), be (approved) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	12/14/2020
Janet Newman, Administrative Specialist	12/15/2020
Gordon Reusink, Director of Vibrant Community and Neighborhoods	12/18/2020
Bryan Archer, Director of Finance	12/18/2020
Gail Walker, Legal Specialist-Contracts	12/18/2020
Kylie Justus, Assistant City Attorney	12/21/2020
Rachel Morris, City Attorney	12/21/2020
Brad Moloney, Deputy City Attorney	12/21/2020
Lorie Gillis, Deputy City Manager	12/22/2020
Mark Deven, City Manager	12/22/2020

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-012

A RESOLUTION APPROVING THE SUBMISSION OF A SUBSTANTIAL AMENDMENT
TO THE 2020 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM TO ALLOCATE ADDITIONAL CDBG FUNDS
MADE AVAILABLE THROUGH THE CORONAVIRUS AID, RELIEF AND ECONOMIC
SECURITY ACT (CARES ACT)

WHEREAS, The City of Arvada is eligible to receive an additional \$276,525 made available through the CARES Act; and

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving CDBG funds to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing, and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities; and

WHEREAS, The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals in the Consolidated Plan. The City must submit an Annual Action Plan to HUD no later than November 15 of each year during the five year period; and

WHEREAS, Per the City's Citizen Participation Plan, a substantial amendment to an Action Plan is required when a "substantial" change is proposed as it relates to funding priorities, proposed activities, goals and objectives; and

WHEREAS, The Substantial Amendment to the 2020 Action Plan is necessary because the City has been allocated new CDBG funding through the March 27, 2020, CARES Act that it wishes to allocate to assist with immediate and long-term aid and recovery efforts for Arvada residents impacted by the Coronavirus; and

WHEREAS, According to federal requirements, the City must submit a substantial amendment to the most recent Annual Action Plan approved by HUD. Arvada City Council approved the 2021 Annual Action Plan on November 2, 2020. The 2021 Annual Action Plan has yet to be approved by HUD; therefore the 2020 Annual Action Plan must be amended; and

WHEREAS, In accordance with the requirements of the CARES Act's minimum 5-day public comment period, a Notice of Public Hearing and 5-day public review period was published in the Arvada Press and on the City's website on December 17, 2020, informing the public of the proposed Substantial Amendment and inviting public review and comments. The public review period will begin on Thursday December 17, 2020 and will end on December 23, 2020. On January 4, 2021, the Arvada City Council will hold a public hearing regarding the Substantial Amendment.

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

Section 1. That the City Council of the City of Arvada, Colorado approves the submission of the Substantial Amendment to the 2020 Annual Action Plan for the CDBG program to allocate additional CDBG Funds made available through the CARES Act; and

Section 2. That the City Council of the City of Arvada, Colorado approves submission of the Substantial Amendment to the 2020 Annual Action Plan for the CDBG program to allocate additional CDBG funds made available through the CARES Act for the City of Arvada, Colorado in the following amounts for year 2020 CDBG funding:

\$126,000 Non-congregate shelter for persons experiencing homelessness exposed to or infected with COVID-19

\$50,000 Rent/Mortgage Relief to Arvada residents impacted by COVID

\$100,525 To provide financial support to the Severe Weather Shelter Network to provide cold weather shelter to people experiencing homelessness and for motel vouchers for persons experiencing homelessness and high risk for COVID-19.

Section 3. That the City Council of the City of Arvada, Colorado directs that the Substantial Amendment to the 2020 Annual Action Plan submission for the CDBG Program for the City of Arvada, Colorado for 2020 CDBG funding be submitted to the HUD; and

Section 4. That the City Council of the City of Arvada, Colorado designates the City Manager, or city staff he may designate, to approve alterations, deletions, and/or additions to the Substantial Amendment to the 2020 Annual Action Plan Submission for the CDBG Program for the City of Arvada, Colorado and the 2020 Annual Action Plan for 2020 CDBG funding that may be necessitated in response to minimal HUD funding alterations, HUD requirements, subsequent HUD review, or citizen comments.

APPROVED AND ADOPTED this 11th day of January, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

SUBJECT: E-mobility: Allowing Class I and Class II E-bikes and E-scooters on Arvada's Park and Open Space Trails

Report in Brief

The purpose of this workshop is to facilitate Council consideration of a policy change to either allow or prohibit electric scooters (e-scooter) and Class I and II electric bicycles (e-bikes) on Arvada's park and open space paved trails.

The City team has completed a study regarding the use of e-bikes and e-scooters and conducted an engagement process in order to receive input associated with the use of these devices on trails within City parks and open space areas. The first round of public engagement has been completed, which included in-person/online surveys and a public meeting to answer questions we received from survey input. Approximately 300 surveys were received.

As a result of this process, the City team recommends the development of a policy allowing Class I and Class II e-bikes and e-scooters on Arvada's park and open space trails. Future projects (etiquette campaign, speed limit signs, etc.) should be implemented in the future to keep trails safe and accessible to everyone. Feedback during the City Council Workshop will help City team refine the policy and prioritize future trail system improvements. The City team is working to reach a finalized policy change recommendation by the end of Q1 or beginning of Q2 2021 so that other city initiatives may be completed or refocused.

Background

The City recently completed a process with the Transportation Committee that recommended a six-month pilot project allowing micromobility companies (Bird, Lime, Jump, etc.) to operate within a one-mile radius of the G-Line to enhance transit connectivity. Before the rules and regulations related to micromobility can be finalized, the City needs a clearly defined policy allowing or prohibiting electric assist bikes, scooters, and other devices on paved park trails.

City team members studied personal e-bikes and e-scooters on Arvada's park and open space paved trails. Public outreach and stakeholder input has been gathered to understand the community's perceptions about these personal devices and potential considerations associated with this policy.

The Current Colorado and Jefferson County laws regarding electric assist devices are listed for regulatory background:

- The State of Colorado: allows Class I and Class II electric bicycles (e-bikes) to travel on any paved trail where traditional bikes are allowed. Class III are prohibited on off-street trails unless the local jurisdiction allows otherwise.
- Jefferson County: allows Class I e-bikes on natural surface trails and both Class I and II bikes on all paved trails within parks. Class III bikes on off-street trails are prohibited.

The majority of community responses for e-bikes on paved trails were supportive, while responses for e-scooters were divided with a slightly higher number of respondents opposed.

For both devices, the primary supportive responses argued it allowed for access, equity, and a safe off-street transportation option. The responses in opposition dealt with potential conflicts, crowded trails, and riders who travel too fast. Several Arvada residents shared that they currently own personal e-devices and rely on them for transportation or mobility. It is important to note that while the majority of e-bike and e-scooter opposition had a perception that they cause more conflicts and collisions, a small percentage of respondents actually had a personal conflict with these devices and no responses indicated a personal collision/injury. Concerns around electric devices crowding trails is unfounded, as most electric device riders are those that already use Arvada's trail system, but have transitioned from a self-propelled device to an assistive electric device.

Based on concerns from residents, potential future projects may be considered to solve overall recurring trail issues. These include widening trails, a public education/etiquette campaign, and speed limit signs or radar to general user speeding. Speed limits on trails in general are infeasible for the PD to enforce and would require the establishment of a trail ranger program.

Strategic Alignment

This initiative supports the following Strategic Result within the Vibrant Community and Neighborhoods Priority Area of the 2020-2025 City Council Strategic Plan:

By 12/22, complete strategic investments and initiatives to ensure parks, trails, and open space, and amenities, are in alignment with our diverse, changing, and growing community.

This initiative is also recommended in the 2016 Arvada Parks, Trails, and Open Space Master Plan and the 2017 Bike and Pedestrian Master Plan.

Next Steps

The purpose of this workshop is to facilitate Council consideration of a policy change to either allow or prohibit electric scooters (e-scooter) and Class I and II electric bicycles (e-bikes) on Arvada's park and open space paved trails. The Arvada team will act on the feedback received from the City Council and develop a draft policy for future discussion with the City Council.

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:
Gail Walker, Legal Specialist-Contracts 11/24/2020

Approved by:

Gordon Reusink, Director of Vibrant Community and Neighborhoods	11/23/2020
Bryan Archer, Director of Finance	11/24/2020
Rachel Morris, City Attorney	11/24/2020
Lorie Gillis, Deputy City Manager	12/28/2020
Mark Deven, City Manager	12/28/2020

Enclosure, exhibits & attachments required to support the report



Electric Mobility Devices on Trails

Public Outreach Results and Next Steps

Overview

- Project Team
- Project Background
- Public Outreach Strategy
 - Feedback
- Recommendations
- Next Steps

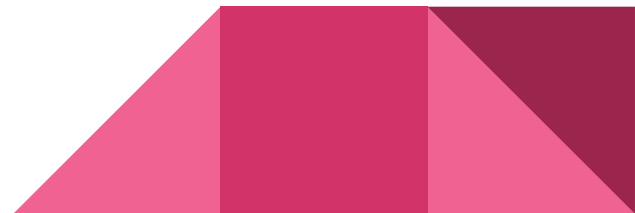


Project Team

Emily Sexton-Parks

Adam Lind-Public Works

Emily Grogg-Legal



Project Background

- PW team looking into allowing rental e-bikes/e-scooters in City as pilot project within 1 mile of G-Line
- Ralston Creek, InterUrban, & Van Bibber Trails within this area
- Need to determine policy for allowing devices on these trails before proceeding with pilot project
- No clearly defined policy in Arvada. 2016 Parks, Trails and Open Space Master Plan recommends exploring electric device policy.



Public Outreach Strategy

- Public Meeting: September 10th
- Speak Up Arvada: August 20th -September 21st
 - Survey
 - Forum
- Trail Intercept Surveys: Completed September 21st



Feedback Summary - Round 1 of Public Outreach

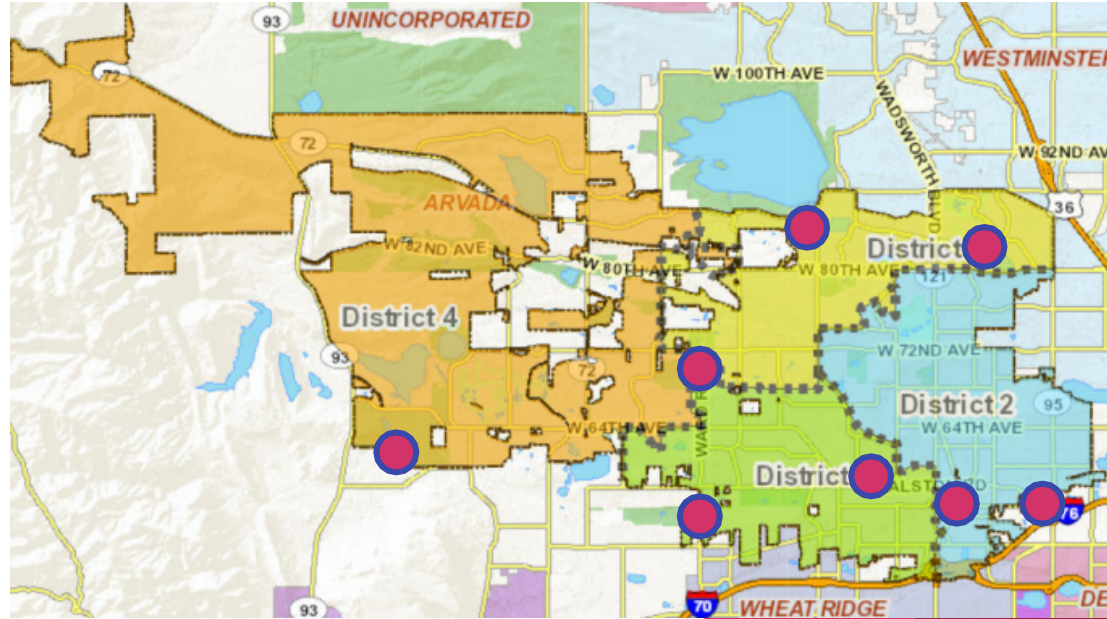
Duration: ± 1 Month

In-Person Survey Locations: 8

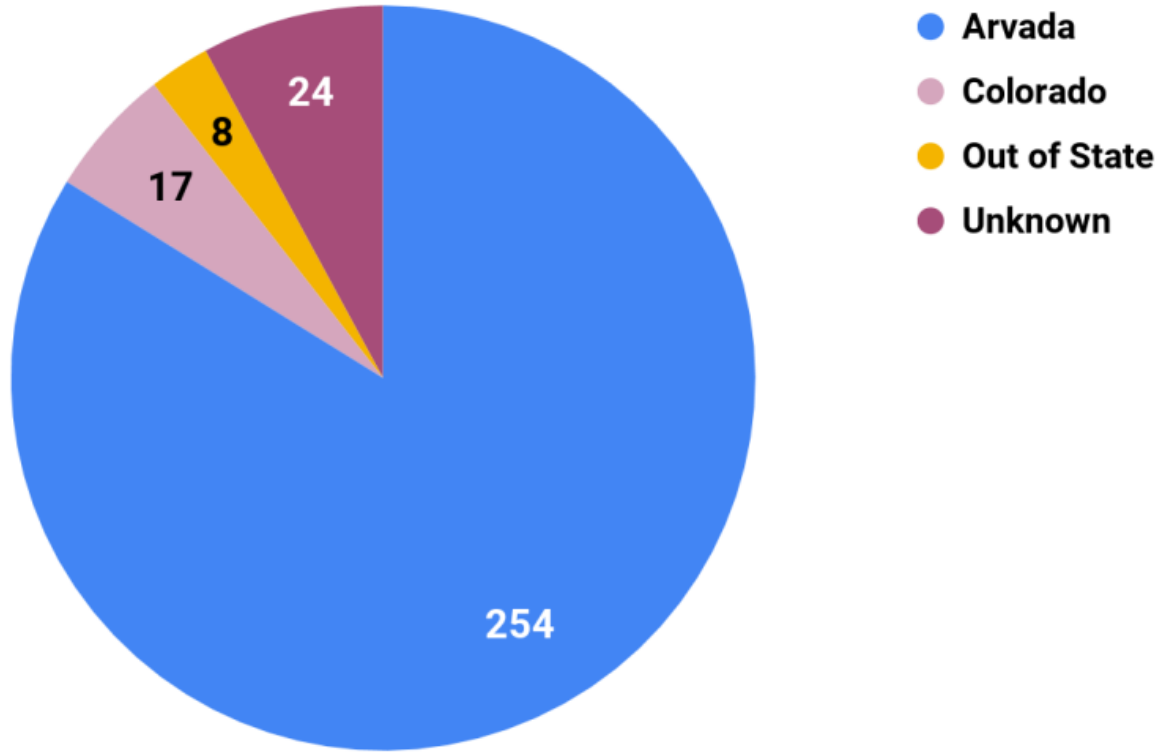
In-Person Surveys: 112

Online Surveys: 191

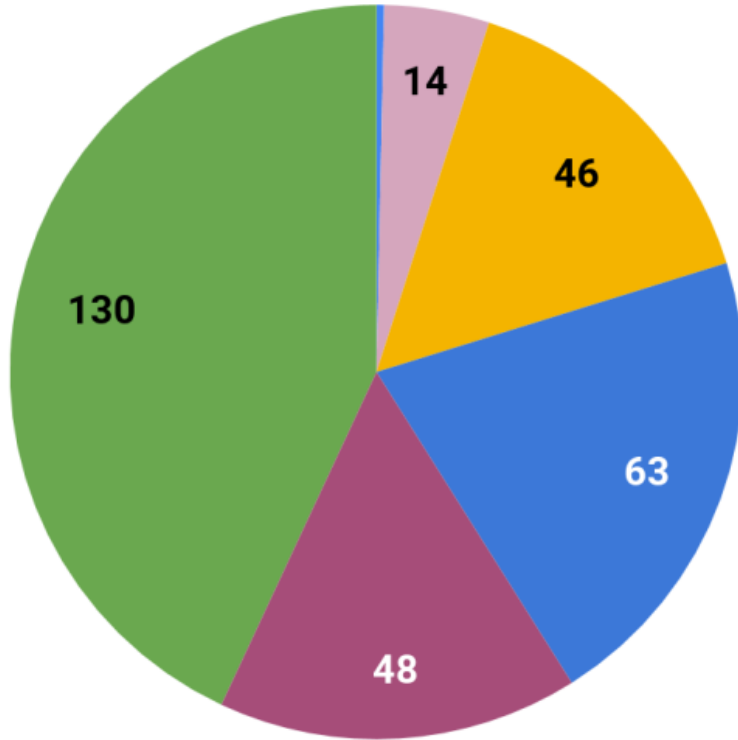
Survey Total: 303



Demographics - Resident Zip Codes



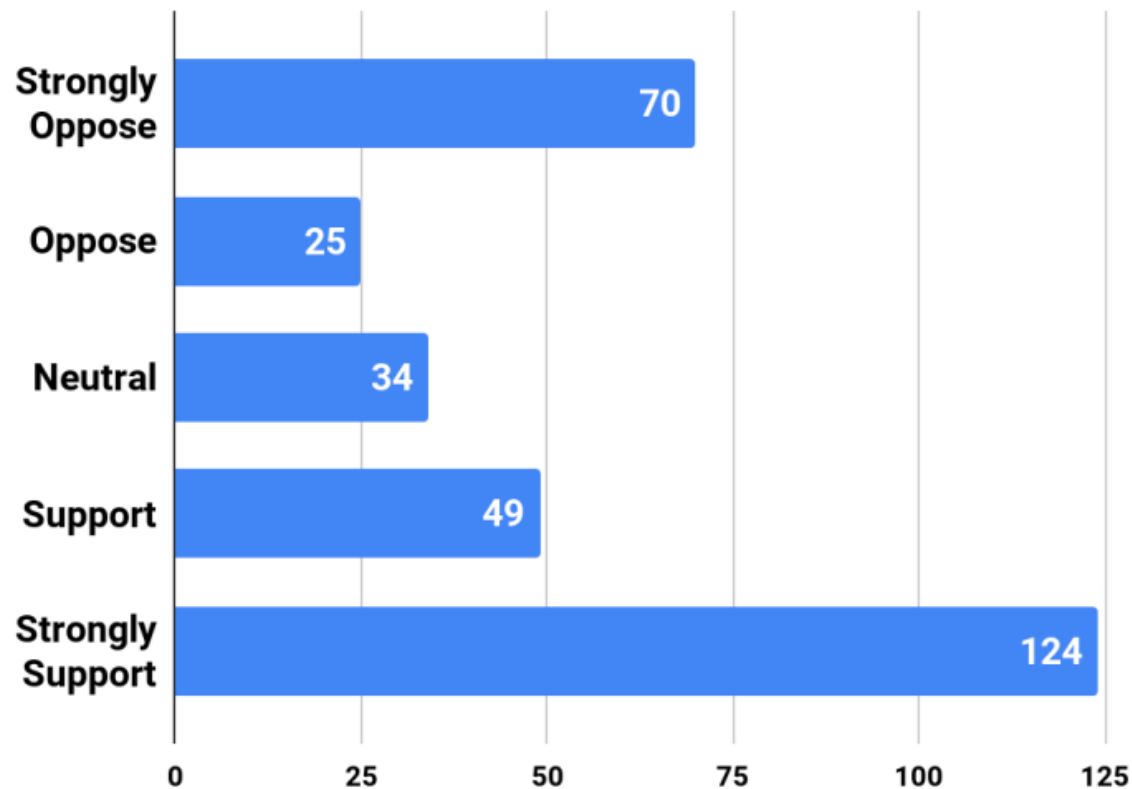
Demographics - Age



- <20
- 20-30
- 30-40
- 40-50
- 50-60
- 60+



Level of Support



■ Electric Bicycles on paved trails in parks & open spaces



Response Reasoning

Supports

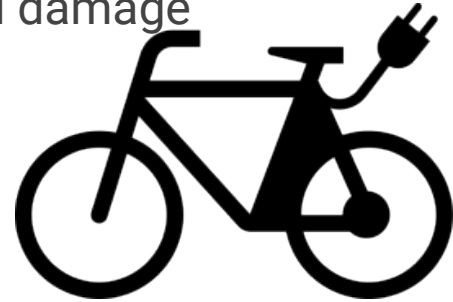
- Access/equity
- Transportation
- Environment
- Safe
- Health/exercise
- Rehab
- I own one
- They're fun
- Like normal bikes
- No noise

Opposes

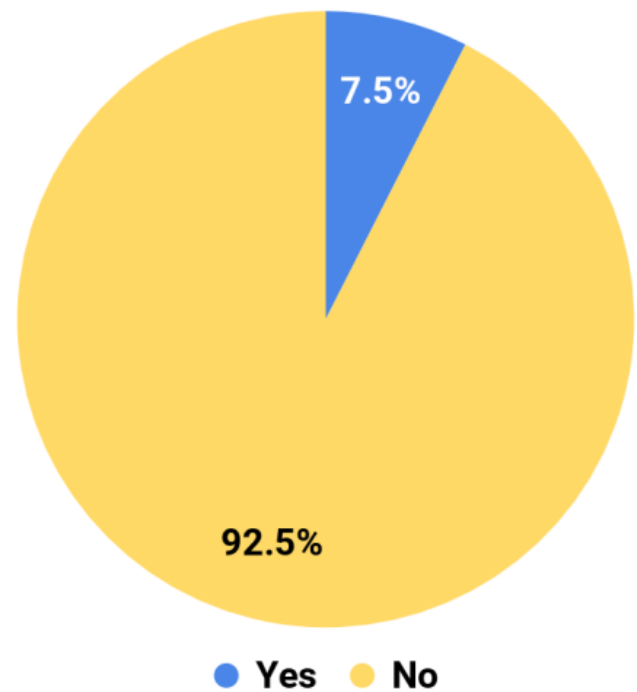
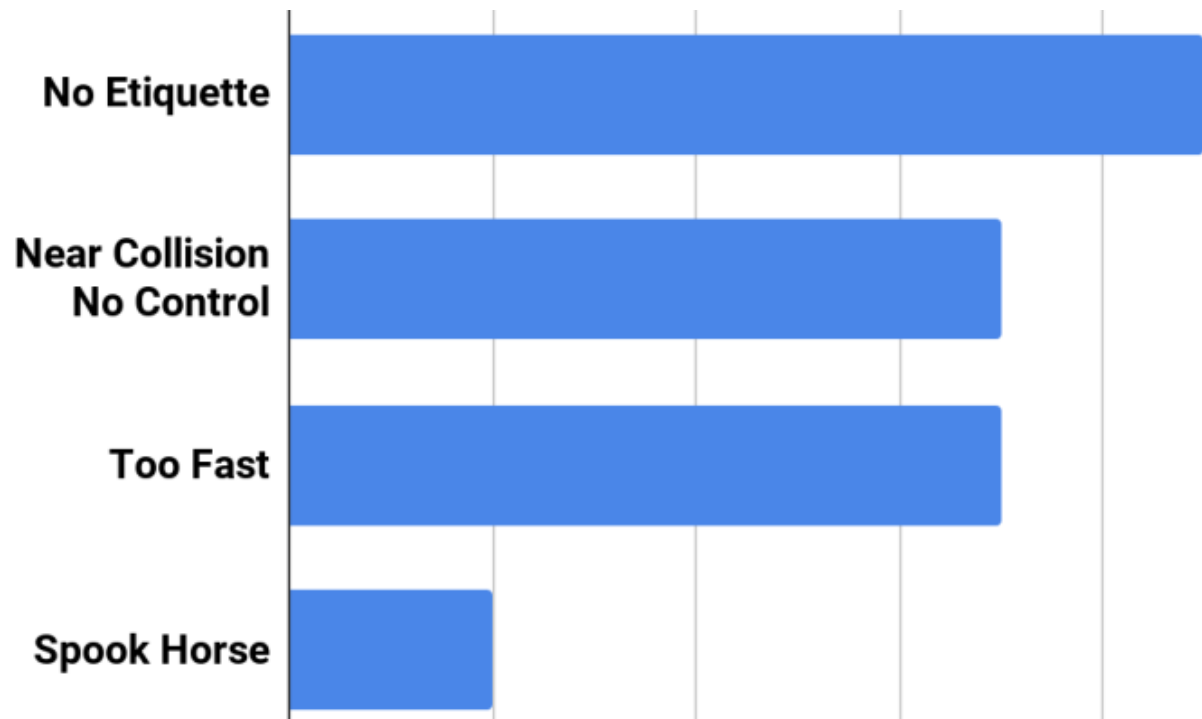
- Unsafe
- Creates conflicts
- Too fast
- Needs speed reg.
- Too crowded
- Narrow trails
- Bad etiquette (all bikers)
- Belong on roads
- Cheating exercise

Neutral

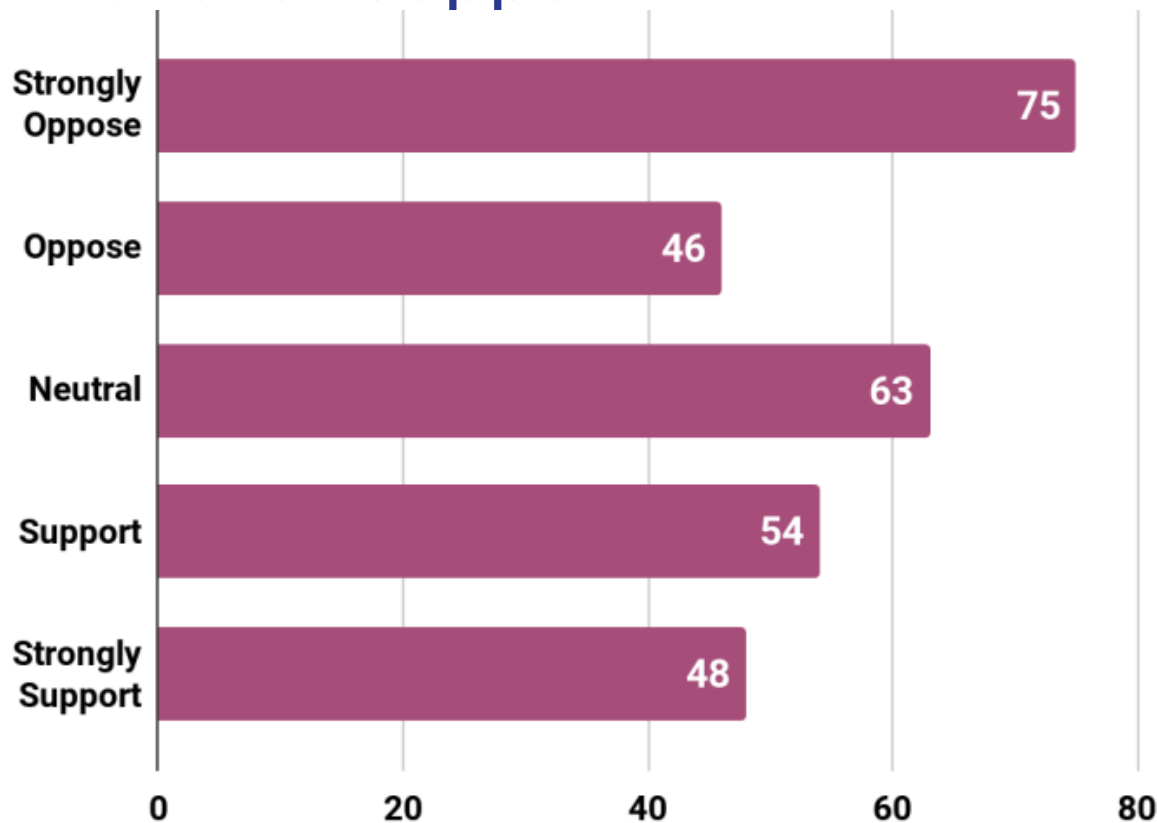
- Don't care
- No encounter
- Trail damage



Personal conflicts with an E-bike



Level of Support



■ Electric Scooters on paved trails in parks & open space



Response Reasoning

Supports

- Transportation
- Environment
- Safe
- Access/equity
- Tourism
- Health/exercise
- Smaller/safer than bike
- I own one
- They're fun

Opposes

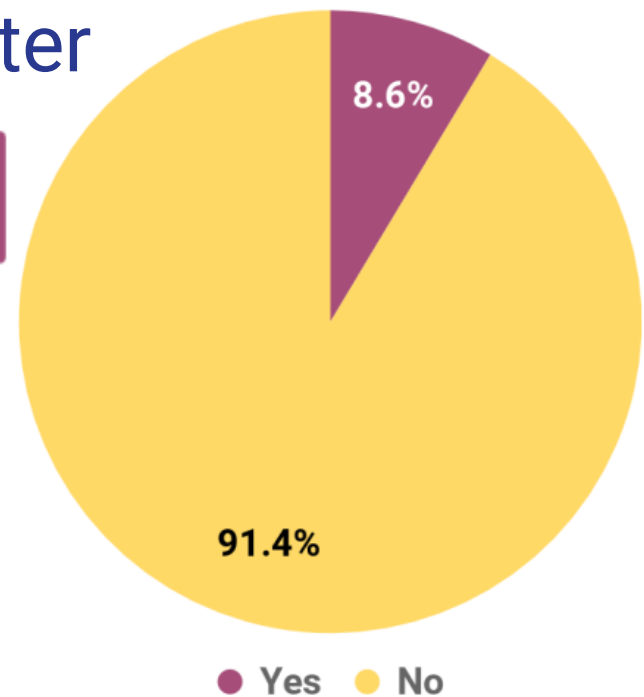
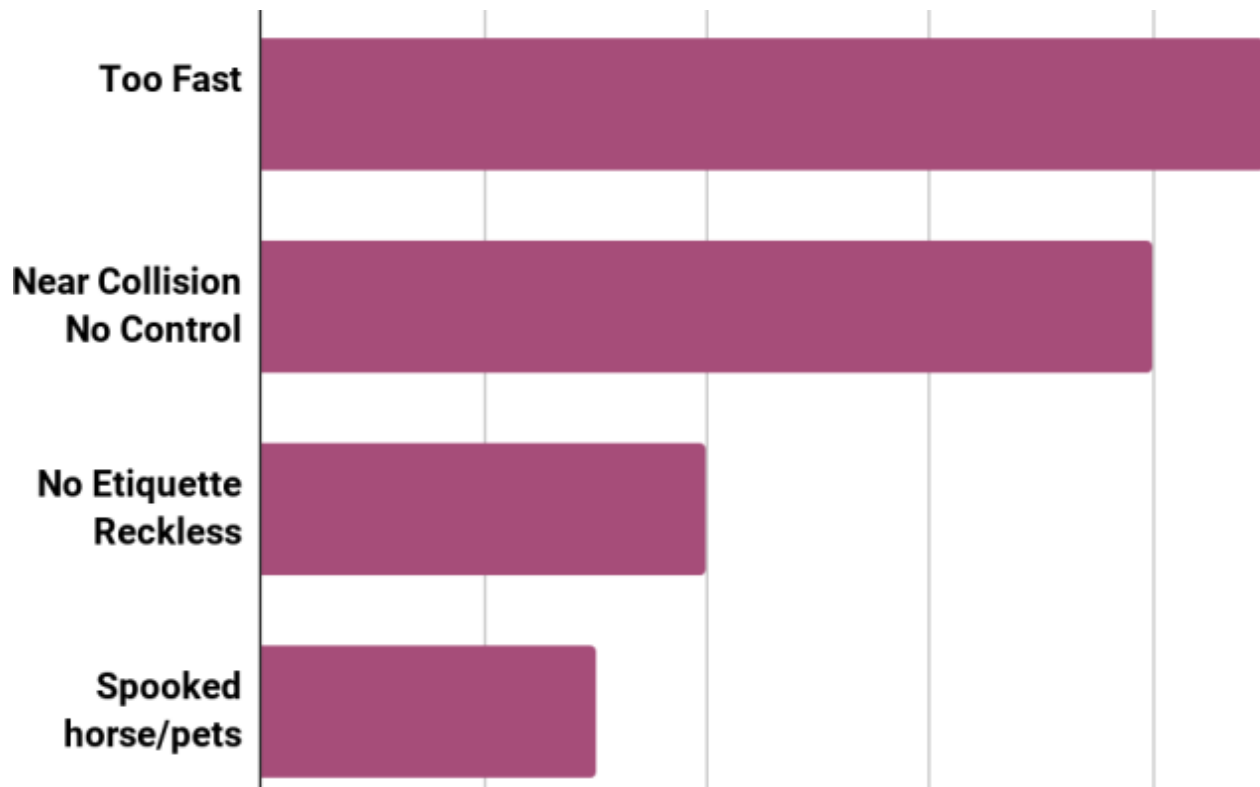
- Unsafe
- No control
- Too fast
- Belong on roads
- Lazy riders
- Bad etiquette
- Reckless kids
- Too crowded
- Narrow trails

Neutral

- Don't care
- No encounter
- Trail damage



Personal conflicts with an E-scooter



Other Vehicle Considerations

Prohibit

- All motorized Vehicles
- Hoverboard
- Motorcycles/Mopeds
- Golf Carts
- ATV's
- Drones
- Onewheel
- E-skateboard
- Class 3 E-bikes
- Anything bigger than bikes

Allow

- Disability Vehicles
 - Devices under 10-15 mph
 - Electric Board
 - Class 3 E-Bikes
 - All Devices
 - Electric ATV
 - Paramotors (paraglider)
 - Go-cart
- 

Electric Device Policy

- Policy Options
 - Allow class I and II e-bikes (similar to other jurisdictions)
 - Allow e-scooters
 - Allow small personal electric devices
 - Do not allow any electric devices on trails
- Other Activities to Support Policy
 - Widen trails (long term)
 - Trail sign etiquette campaign
 - Enforcement: trail ranger program, speed limit mph signs
 - Radar signs along trails
 - Public education program



Next Steps

- Public Meeting #2 to present results of public outreach and recommendations
- Coordination with legal to update all ordinances
- City Council Public Hearing for Ordinance Updates



Thank you





REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: January 11, 2021

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:
Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

Council Member	Committee
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 Jefferson County Community Corrections Board (alternate) 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 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 Rocky Mountain Metropolitan Airport Community Noise Roundtable
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



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 11, 2021

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:

Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

2020 CITY COUNCIL WORKSHOPS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
E-mobility The purpose of this effort is to reach a policy change recommendation to either allow or prohibit electric scooters (e-scooter) and Class I and II electric bicycles (e-bikes) on Arvada's park and open space paved trails. This initiative supports a Vibrant Community and Neighborhoods City Council Strategic Result to [ensure parks, trails, and open space are in alignment with our diverse, changing, and growing community] by December 2022. This effort is also recommended in the 2016 Arvada Parks, Trails, and Open Space Master Plan and the 2017 Bike and Pedestrian Master Plan. The City recently completed a process with the Transportation Committee that recommended a six-month pilot project allowing micromobility companies (Bird, Lime, Jump, etc.) to operate within a one-mile radius of the G-Line to enhance transit connectivity. Before the rules and regulations related to micromobility can be finalized, the City needs a clearly defined policy allowing or prohibiting electric assist bikes, scooters, and other devices on paved park trails. The first round of public engagement has completed, which included in-person/online surveys and a public meeting to answer questions we received from survey input. This workshop will be a presentation of the data received during this public engagement process. Feedback during the City Council Workshop will help City Staff refine the policy and prioritize future trail system improvements. City staff hopes to reach a finalized policy change recommendation by Q1 2021 so that other city initiatives may be completed or refocused.	Jan 11	VCN
Annual Street Maintenance The Public Works Department, Streets Division, will provide council with an update on the progress made this year on the asphalt and concrete programs. The Streets Division will also update the Council on the progress made on using the new pavement software and how that will help the Streets Division improve our pavement condition. The Traffic Engineering Division will update the Council on the progress made in 2020 regarding our signal replacement and maintenance program including fiber connectivity to our traffic signals along the Ralston Road Corridor.	Feb 8	PW
Rocky Mountain Greenway Trail The purpose of this workshop is to discuss progress on the Rocky Mountain Greenway (RMG) Trail. This project directly aligns with the vision laid out in the City of Arvada Parks Master Plan and contributes to the following City Council Strategic Result: By 12/22, complete strategic investments and initiatives to ensure parks, trails, open space, and amenities are in alignment with our diverse, changing, and growing community. The vision of the RMG is to connect the three Front Range National Wildlife Refuges (Rocky Mountain Arsenal, Two Ponds and Rocky Flats) with Rocky Mountain National Park through an interconnected, multi-use, regional trail system. The City of Arvada has supported implementation of the "America's Great Outdoors" Rocky Mountain Greenway (RMG) Trail vision since 2012 and the RMG trail project is divided into various phases, some of which are already built. The phase linking Two Ponds NWR to Rocky Flats NWR transects Arvada. The 8.5 mile trail segment was constructed in 2016 and was dedicated on June 4, 2016, as part of National Trails Day. This workshop will include a presentation of recently completed soil sampling results collected by Engineering Analytics, Inc. The presentation will also outline next steps which include a review of a draft IGA for the next phase of the project. Council feedback during the workshop will help city staff determine the level of support for the IGA to advance the RMG project into the next phase of trail construction in early 2021.	Feb 8	VCN
	Mar 15	
	April 12	
	April 26	
	May 10	
	May 24	
	June 14	

	July 12	
	July 26	
	Aug 9	
	Aug 23	
	Sept 27	
	Oct 11	
	Oct 25	
	Nov 22	
	Dec 13	
Metro Districts	TBD	CMO
Americans with Disabilities Act Self-Evaluation and Transition Plan (No other workshops)	TBD	PW
Traffic Violation Fee	TBD	PW
Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds 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.	TBD	PW/Fin/ CMO
Fiber Master Plan The Fiber Master Plan which is also called Arvada Fiber Optic Network (AFON), was first presented to City Council 4/10/2017. City Councils had set a strategic goal to build a fiber network to enable high speed/real-time connectivity to city facilities and assets in order to enhance city operations. This workshop is intended to brief City Council as to the progress of the AFON build out. Updates are intended to cover conduit installation progress, fiber installation progress, current collocate opportunities, IGA member updates, and connections to current assets (city buildings, traffic, signals, utilities, radio, etc.).	TBD	PW
Community Survey Update The purpose of this item is to continue a discussion with Council about the Community Survey results and what the City team is doing to apply what is learned. Discussion will include an update on action plans targeting key drivers of the City's 5-star rating as well as how Worksystems are targeting specific measures.	TBD	CMO
Affordable Housing Presentation	TBD	VCN
Problem Properties	TBD	P.D.
Water Storage – Plan B (include with master plan presentation)	TBD	Utilities
Activation of Historical Assets	TBD	VCN
N.W. Arvada	TBD	CED
Tobacco and Vaping	TBD	CMO
Waste Hauling Update	TBD	CMO
COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat (January 10, 2020)		