

City of Arvada

City Council Agenda

APRIL 19, 2021

CITY COUNCIL CHAMBERS

Regular Business

Councilmembers:

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

Staff Members Usually Present:

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

Info: 720-898-7550

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 Simpson
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. April 5, 2021 City Council Meeting
5. Recognitions and Communications
 - A. Recognition of Lions Club of Arvada - Presented by Councilmember Fifer
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R21-067 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$416,550 with Sill-TerHar Motors, Inc., for the Purchase of Five 2021 Ford Police Interceptor Utility Vehicles and Six Ford Police F150 Special Services Vehicles
 2. R21-068 A Resolution Authorizing an Agreement By and Between the City of Arvada and Colorado Golf and Turf, Inc. for Lease of Golf Cars and Utility Vehicles at the West Woods

Golf Club and the Lake Arbor Golf Club Financed Through Exchange Bank

B. Resolutions

1. R21-069 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Arvada Urban Renewal Authority to Complete the #.04 Denver Tramway Streetcar Site Development Project

C. Ordinances (First Reading) - None

9. Other

- A. Ratification and Approval of CP2021-0002, a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended

10. Public Hearings - 6:15 PM

- A. CB21-013 An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code (Ordinance No. 4760)
- B. CB21-014 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021 (Ordinance No. 4761)
- C. CB21-015 An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Ordinance No. 4762)

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 APRIL 5, 2021

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 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 John Marriott, Councilmember Lauren Simpson

Councilmember Fifer moved to excuse Councilmember Jones from tonight's meeting. The motion passed unanimously.

Also Present: Mark Deven, City Manager; Rachel Morris, City Attorney; Lorie Gillis, Deputy City Manager; and Kristen Rush, City Clerk.

4. Approval of Minutes of the March 15, 2021 City Council Meeting

The minutes stand approved.

5. Recognition and Communication

A. Proclamation for National Child Abuse Prevention and Awareness Month - presented by Mayor Pro Tem Miller

Mayor Pro Tem Miller said that the City of Arvada is proud to partner with Ralston House child advocacy center in recognizing April as Child Abuse Prevention Month on behalf of the many children who were interviewed at Ralston House in 2020, as well as the children and teens who are suspected of being sexually or physically abused. These children and their families directly benefit from the family-friendly care provided at Ralston House in 2020 and beyond.

Ralston House provides comprehensive services to child victims and their families as they begin the healing process after traumatic experiences. During the month of April, our community joins with those who have suffered abuse by planting pinwheel gardens of hope. The fundraising goal for 2021 is \$60,000 which will be raised from large community gardens and from selling individual pinwheels. As our streets and neighborhoods become planted with pinwheels, we encourage all Arvada citizens to join in renewing our commitment to preventing child abuse and learning what we can do to promote the safety and well-

being of children.

A representative from Ralston House was present via Zoom to accept the Proclamation.

6. Presentations - none
7. Public Comment
 - A. Randy Moorman, Arvada resident, addressed council regarding the Boulder shooting event in March
 - B. Tom Delpasino, Arvada resident, addressed council regarding the new waste hauling ordinance
 - C. Kaley Moffit, Arvada resident, addressed council regarding the Boulder shooting event in March, the new waste hauling ordinance and affordable housing
 - D. Bruce Morrison, Arvada resident, addressed council regarding the new waste hauling ordinance
 - E. Joyce Richardson, Arvada resident, addressed council regarding the new waste hauling ordinance
 - F. Mindy Mohr, Arvada resident, addressed council regarding the workshop on March 22 regarding housing strategies
 - G. Rachel Van Amburg, Arvada resident, addressed council regarding the shooting event in March
 - H. Matt Rivera, Arvada resident, regarding traffic issues on West 66th between Pierce and Wadsworth
8. New Business
 - A. Consent Agenda
 1. R21-052 A Resolution Authorizing an Agreement by the City of Arvada and Badger Meter Inc. for Goods Required for the Automated Metering Infrastructure (AMI) Project
 2. R21-053 A Resolution Approving the 2021 Arvada Visitors Center Strategic Plan
 3. R21-054 A Resolution Authorizing the Adoption of the City of Arvada 2019 Water Conservation Plan
 4. R21-055 A Resolution for Approval of the Corrected 2020 Community Development Block Grant (CDBG) Funding Budget From the Original Approved Entitlement of \$470,068.00 to the Actual Approved Entitlement of \$469,996.00
 5. R21-056 A Resolution Approving the Issuance of the Jefferson County Housing Authority D/B/A Foothills Regional Housing Multifamily Housing Revenue Bonds (Allison Village Project) in One or More Series in the Aggregate Principal Amount Not to Exceed \$19,000,000 (the "Bonds") Solely for the Purpose of Satisfying Section 147(f) of the Internal Revenue Code of 1986
 6. R21-057 A Resolution Accepting the Granting of an Easement by the City of Arvada to Public Service Company of Colorado for the Purpose of Installing New Electric Service
 7. R21-058 A Resolution Authorizing a Purchase and Sale Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1

Councilmember Marriott moved that R21-052, A Resolution Authorizing an Agreement by the City of Arvada and Badger Meter Inc. for Goods Required for the Automated Metering Infrastructure (AMI) Project; R21-053, A Resolution Approving the 2021 Arvada Visitors Center Strategic Plan; R21-054, A Resolution Authorizing the Adoption of the City of Arvada 2019 Water Conservation Plan; R21-055, A Resolution for Approval of the Corrected 2020 Community Development Block Grant (CDBG) Funding Budget From the Original Approved Entitlement of \$470,068.00 to the Actual Approved Entitlement of \$469,996.00; R21-056, A Resolution Approving the Issuance of the Jefferson County Housing Authority D/B/A Foothills Regional Housing Multifamily Housing Revenue Bonds (Allison Village Project) in One or More Series in the Aggregate Principal Amount Not to Exceed \$19,000,000 (the "Bonds") Solely for the Purpose of Satisfying Section 147(f) of the Internal Revenue Code of 1986; R21-057, A Resolution Accepting the Granting of an Easement by the City of Arvada to Public Service Company of Colorado for the Purpose of Installing New Electric Service; R21-058, A Resolution Authorizing a Purchase and Sale Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

B. Resolutions

1. R21-059 A Resolution Authorizing the City of Arvada to Continue Its Participation in an Intergovernmental Agreement Supporting and Funding the Rocky Mountain Greenway Trail Project Extensions at Indiana Street and Colorado Highway 128 in an Amount Not to Exceed \$243,000.00

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

Councilmember Marriott moved that R21-059, A Resolution Authorizing the City of Arvada to Continue Its Participation in an Intergovernmental Agreement Supporting and Funding the Rocky Mountain Greenway Trail Project Extensions at Indiana Street and Colorado Highway 128 in an Amount Not to Exceed \$243,000.00, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Marriott, Simpson

Those voting no: Ford

Those absent: Jones

The Motion was Approved

2. R21-060 A Resolution Authorizing an Amendment to to the Intergovernmental Agreement No. 500817 by and Between the City of Arvada and Denver Water

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

Councilmember Marriott moved that R21-060, A Resolution Authorizing an Amendment to the Intergovernmental Agreement No. 500817 by and Between the City of Arvada and Denver Water, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

3. R21-061 A Resolution Authorizing an Intergovernmental Agreement by and Between the City of Arvada and Apex Park and Recreation District to Offset \$431,000 of Expenses Related to the COVID-19 Pandemic

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

Councilmember Marriott moved that R21-061, A Resolution Authorizing an Intergovernmental Agreement by and Between the City of Arvada and Apex Park and Recreation District to Offset \$431,000 of Expenses Related to the COVID-19 Pandemic, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

4. R21-062 A Resolution Authorizing an Amendment to an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation for Wadsworth Turn Lanes

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

Councilmember Simpson moved that R21-062, A Resolution Authorizing an Amendment to an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation for Wadsworth Turn Lanes, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

5. R21-063 A Resolution Authorizing a Grant Agreement between the City of Arvada and Jefferson County for Emergency Rental Assistance

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

Councilmember Fifer moved that R21-063, A Resolution Authorizing a Grant Agreement between the City of Arvada and Jefferson County for Emergency Rental Assistance, be approved

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

6. R21-064 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for CARES Act Funding in the Amount of \$276,525.00

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

Councilmember Fifer moved that R21-064, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for CARES Act Funding in the Amount of \$276,525.00, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

7. R21-065 A Resolution Permanently Ratifying the City Manager's Temporary Authorization of an Intergovernmental Agreement By and Between the City of Arvada, the County of Jefferson, and the City of Lakewood Authorizing the Severe Weather Shelter Network (SWSN) to be a Subrecipient of Community Development Block Grant (CDBG) Funds - CFDA # 14.218

Mayor Pro Tem Miller moved that R21-065, A Resolution Permanently Ratifying the City Manager's Temporary Authorization of an Intergovernmental Agreement By and Between the City of Arvada, the County of Jefferson, and the City of Lakewood Authorizing the Severe Weather Shelter Network (SWSN) to be a Subrecipient of Community Development Block Grant (CDBG) Funds - CFDA # 14.218, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

- C. Ordinances (First Reading)

1. CB21-013 An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)
2. CB21-014 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)
3. CB21-015 An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)

Mayor Pro Tem Miller moved that CB21-013, An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code; CB21-014, An Ordinance Authorizing an Additional Appropriation for Fiscal Year; CB21-015, An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.), be approved on first reading, ordered published in full and a Public Hearing set for April 19, 2021 at 6:15 p.m.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

9. Other

A. Appointments to Boards and Commissions

Arvada Arts and Culture Commission

Councilmember Ford moved to **Appoint** Kim Wagner to the Arvada Arts and Culture Commission for an unexpired term ending April 30, 2024; and Ryan Eschenbach for an unexpired term ending April 30, 2022.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Arvada Festivals Commission

Councilmember Fifer moved **Appoint** Stephanie Wells, Jonathan Dunkle, Chris Gartenmann, Joseph Damgaard, Tracey Dailey, and Heather Carlson to the Arvada Festivals Commission for full 3-year terms ending April 30, 2024; Kathryn Holabird to the Arvada Festivals Commission for an unexpired term ending April 30, 2022 and **Reappoint** Michael Bozeman, Charles Jones, Eric Kvamme, and Ethan Lutz, for 3-year terms ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Arvada Liquor Licensing Authority

Councilmember Marriott moved to **Reappoint** Kevin Bonich to the Arvada Liquor Licensing Authority for a 3-year term ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Arvada Urban Renewal Authority

Motion by Mayor Williams: I move to **Appoint** Eli Feret to the Arvada Urban Renewal Authority for a 5-year term ending April 30, 2026.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Mayor Pro Tem Miller moved to **ratify** Mayor Williams' appointment of Eli Feret to the Arvada Urban Renewal Authority for a 5-year term ending April 30, 2026.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Board of Adjustment

Councilmember Simpson moved to **Reappoint** Tom Aljinovich and Richard Derryberry to the Board of Adjustment for 3-year terms ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Building Code Advisory Board

Councilmember Ford moved to **Reappoint** Jim Johansen and John Blake Tomlinson to the Building Code Advisory Board for 3-year terms ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Design Review Advisory Committee

Councilmember Fifer moved to **Reappoint** William Cheever to the Design Review Advisory Committee for a 3-year term ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Golf Advisory Committee

Councilmember Marriott moved to **Appoint** Sharon Davis, Leif Carlson, and Pete Metropoulos to the Golf Advisory Committee for 3-year terms ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Human Services Advisory Committee-

Mayor Pro Tem Miller moved to **Appoint** Keisha Givner to the Human Services Advisory Committee for a 3-year term ending April 30, 2024 and **Reappoint** Heather Arnold-Renicker and Robert Slay for 3-year terms ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Park Advisory Committee

Councilmember Simpson moved to **Appoint** Jackie Marquis to the Park Advisory Committee for a 3-year term ending April 30, 2024; and Travis Torline to the Park Advisory Committee for an unexpired term ending April 30, 2023 and **Reappoint** Abby McNeal, Michael Miller, Stacy Parcell, and Jeri Sampson for 3-year terms ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Planning Commission

Councilmember Ford moved to **Appoint** Tim Knapp to the Planning Commission for a 4-year term ending April 30, 2025 and **Reappoint** Douglas Magee for a 4-year term ending April 30, 2025.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Sustainability Advisory Committee

Councilmember Fifer moved to **Appoint** Jasmina Petrovic and Kia Ruiz to the Sustainability Advisory

Committee for 3-year terms ending April 30, 2024; and Laurel Mattrey to the Sustainability Advisory Committee for an unexpired term ending April 30, 2023 and **Reappoint** Keegan Conley, Keith Emery, Cristina Gonzalez-Avram, and Harriett Hall, for 3-year terms ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Transportation Committee

Councilmember Marriott moved to **Appoint** Jesse Dubin to the Transportation Committee for a 3-year term ending April 30, 2024 and **Reappoint** Jadwiga Brown for a 3-year term ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Mayor Williams moved to **Appoint** Jim Arndt to the Transportation Committee for a 3-year term ending April 30, 2024.

Councilmember Marriott moved to **Ratify** Mayor Williams' appointment of Jim Arndt to the Transportation Committee for a 3-year term ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

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

- A. Ratification and Approval of CP2021-0001 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Lazy Susan from Jefferson County R-1 (Residential) Zoning to RN-12.5 (Residential Neighborhood) Zoning with an Amendment to Suburban Residential, Located at 16770 and 16790 West 63rd Place
- B. R21-066 A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Lazy Susan, 16770 & 16790 W. 63rd Place
- C. CB21-009 An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place (Ordinance No. 4756)
- D. CB21-010 An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place (Ordinance No. 4757)

Mayor Williams opened the public hearing on the Ratification and Approval of CP2021-0001, R21-066 CB21-009 and CB21-010.

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

Sworn Testimony: Susan Tindell, Representing Applicant

Councilmember Simpson moved that Ratification and Approval of CP2021-0001, A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Lazy Susan from Jefferson County R-1 (Residential) Zoning to RN-12.5 (Residential Neighborhood) Zoning with an Amendment to Suburban Residential, Located at 16770 and 16790 West 63rd Place, be ratified approved. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Councilmember Simpson moved that R21-066, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Lazy Susan, 16770 & 16790 W. 63rd Place, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Councilmember Simpson moved that CB21-009, An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place, be approved on final reading, numbered 4756 and ordered published by title only.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

Councilmember Simpson moved that CB21-010, An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place, be approved on final reading, numbered 4757 and ordered published by title only.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones
The Motion was Approved

- E. CB21-011 An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4758)

Councilmember Marriott said that he owns two adjoining properties to this tract of land and is requesting to be recused from this vote.

Councilmember Simpson moved to recuse Councilmember Marriott from voting on this item.

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

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

Sworn Testimony: Kory Whitaker, Representing Applicant

Mayor Pro Tem Miller moved that CB21-011, An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado, be approved on final reading, numbered 4758 and ordered published by title only. This motion is based on the findings of fact adopted by Planning Commission.

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

- F. CB21-012 An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4759)

Mayor Williams opened the public hearing on CB21-012.

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

Sworn Testimony: Craig Cahen, Representing Applicant

Mayor Williams closed the public comment portion of the public hearing.

Councilmember Fifer moved that CB21-012, An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado, be approved on final reading, numbered 4759 and ordered published by title only. This motion is based on the findings of facts adopted by Planning Commission.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

G. Major Modifications for Wet Rabbit Car Wash, Generally Located at 9159 Kendrick Street

Mayor Williams opened the public hearing on the Major Modifications for Wet Rabbit Car Wash.

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

Sworn Testimony: Craig Cahen, Representing Applicant

Councilmember Fifer moved that the Major Modifications for Wet Rabbit Car Wash, Generally Located at 9159 Kendrick Street, be approved. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Marriott, Simpson

Those absent: Jones

The Motion was Approved

10. Public Comment - Five Minute Limit - none

11. City Council Reports

A. Councilmember Simpson thanked the City Manager and the Finance Director for directing funds to the Visitor's Center.

B. Councilmember Fifer thanked the speakers during public comment regarding attainable housing.

C. Mayor Williams responded to comments made regarding the city's response to the shooting in Boulder and said that he released a statement to city employees as well as to the public. Mayor Williams said that we will bring a proclamation forward at a future business meeting regarding front line workers.

12. City Manager Reports

A. Mark Deven, City Manager, reviewed the upcoming Workshop Schedule.

13. City Attorney Reports – none
14. Adjournment at 7:45 p.m.

Marc Williams, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: April 19, 2021

SUBJECT: Recognition of Lions Club of Arvada - Presented by Councilmember Fifer

Report in Brief

The Lions Club of Arvada marks their 75th year of service. The Lions Club of Arvada was chartered on April 29, 1946 by the International Association of Lions Clubs. They were sponsored by the Golden Lions Club under president Ron Presion. Arvada's first president was Harold Peterson. There were 32 members on charter night. In that first year the club raised over \$1,000 for community projects.

As with most service clubs the Lions have struggled over the last year but are looking forward to a year of renewal. They continue to collect used eye glasses at various retail locations around Arvada. At the onset of the pandemic, the Lions provided masks and used clothes to the Rising Church for the homeless. They also collected money for the Community Table. The Lions Club of Arvada continues to support the national causes of childhood cancer, diabetes and hunger.

Representatives from the Lions Club of Arvada are present to accept the certificate.

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Toni Riebschlager, Law Office Administrator 3/29/2021

Approved by:

Rachel Morris, City Attorney 3/30/2021

Lorie Gillis, Deputy City Manager 4/7/2021

Mark Deven, City Manager 4/8/2021

Enclosure, exhibits & attachments required to support the report

presented to

Lions Club of Arvada

*In recognition of its 75th anniversary,
acknowledging and honoring its years of Service to the Arvada
Community*

Presented this 19th day of April, 2021

Marc Williams, Mayor

Dot Miller, Mayor Pro Tem

Bob Fifer, Councilmember

Nancy Ford, Councilmember

David Jones, Councilmember

John Marriott, Councilmember

Lauren Simpson, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: April 19, 2021

SUBJECT: Consent Agenda

Report in Brief

8.A.1. R21-067 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$416,550 with Sill-TerHar Motors, Inc., for the Purchase of Five 2021 Ford Police Interceptor Utility Vehicles and Six Ford Police F150 Special Services Vehicles

8.A.2. R21-068 A Resolution Authorizing an Agreement By and Between the City of Arvada and Colorado Golf and Turf, Inc. for Lease of Golf Cars and Utility Vehicles at the West Woods Golf Club and the Lake Arbor Golf Club Financed Through Exchange Bank

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:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: April 19, 2021

SUBJECT: R21-067 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$416,550 with Sill-TerHar Motors, Inc., for the Purchase of Five 2021 Ford Police Interceptor Utility Vehicles and Six Ford Police F150 Special Services Vehicles

Report in Brief

Fleet Services utilizes a fifteen point tracking system that is part of FASTER fleet software system to identify vehicle replacement needs. This system tracks and assesses points to three categories including vehicle age, mileage, and maintenance costs. An accumulation of fifteen points renders the vehicle no longer cost effective to retain for service and marks the end of its life cycle. As part of the 2021 Vehicle Replacement Program Fleet Services has identified eleven Police Interceptor Utility units in need of replacement.

The Arvada team recommends that the City Council approve R21-067, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$416,550 with Sill-TerHar Motors, Inc., for the Purchase of Five 2021 Ford Police Interceptor Utility Vehicles and Six Ford Police F150 Special Services Vehicles.

Financial Impact

These vehicles will be purchased in the amount of \$416,550 as part of the 2021 Vehicle Replacement budget with available funds from the New Vehicle and Equipment Acquisitions Program account number 54.731010.58207 and are a one-time cost.

The vehicles will be purchased in accordance with State of Colorado Award 142084, and meet all City requirements and specifications.

Background

Ford Motor Company produces the Police Interceptor Utility Vehicle which offers two options that Fleet Services and the Police Department have determined to be advantageous to include in our purchase. The first is the 3.3L V6 Hybrid Engine which reduces idle times and increases fuel economy. Hybrid Interceptors were procured by Arvada in 2020 and have proven to be reliable and highly efficient vehicles for the Police Department. The second option is Level IV Ballistic Door Panels which increases Officer safety over the currently utilized Level III Ballistic Door Panels.

In 2019, the City of Arvada procured four Police F150 Responder vehicles which turned out to be highly versatile vehicles for the Police Department. The Police F150 Responder model trucks are very similar to the Police F150 Special Services Vehicle model. In addition to normal patrol usage, these vehicles are utilized to transport large equipment needed for traffic accident investigations such as additional lighting and traffic cones and large items of evidence during evidence collection that cannot be transported in a standard patrol vehicle. The vehicles are also used to tow the eight trailers that are utilized by the Police Department.

Fleet Services has identified that units C3, C6, C8, C9, C14, C28, C47, and C374 are in need of replacement due to reaching the end of their life cycles. Units C10, C60, and C21 are also in need of replacement after being determined to be total losses due to severe accident damage.

Discussion

Approval of this resolution and procurement of the units as described herein will enable the Police Department to continue maintaining public safety at the current levels of service. In addition, the procurement of these units will enable the Fleet Services team to maintain the equipment in an efficient and effective manner which focuses on preventive maintenance with minimum equipment downtime.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A,

Strategic Alignment

This vehicle replacement supports the City Council Strategic Plan for Infrastructure by obtaining safe and environmentally efficient fleet vehicles. The City Council Strategic Plan for Safe Communities will also be supported by providing the Arvada Police Department with the resources necessary to provide customized police services to make the community feel safe and secure.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R21-067, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$416,550 with Sill-TerHar Motors, Inc., for the Purchase of Five 2021 Ford Police Interceptor Utility Vehicles and Six Ford Police F150 Special Services Vehicles

Suggested Motion:

I move that R21-067, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$416,550 with Sill-TerHar Motors, Inc., for the Purchase of Five 2021 Ford Police Interceptor Utility Vehicles and Six Ford Police F150 Special Services Vehicles, be (approved) (rejected).

Prepared by:
Ike Miller, Fleet Services Manager

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	3/30/2021
Bryan Archer, Director of Finance	3/30/2021
Gail Walker, Legal Specialist-Contracts	3/31/2021

SUBJECT: R21-067 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$416,550 with Sill-TerHar Motors, Inc., for the Purchase of Five 2021 Ford Police Interceptor Utility Vehicles and Six Ford Police F150 Special Services Vehicles

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ITEM: 8.A.1.

Erika Pierce, Litigation Paralegal	4/1/2021
Nora Steenson, Deputy City Attorney	4/8/2021
Rachel Morris, City Attorney	4/8/2021
Lorie Gillis, Deputy City Manager	4/8/2021
Mark Deven, City Manager	4/8/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-067

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$416,550 WITH SILL-TERHAR MOTORS, INC., FOR THE PURCHASE OF FIVE 2021 FORD POLICE INTERCEPTOR UTILITY VEHICLES AND SIX FORD POLICE F150 SPECIAL SERVICES VEHICLES

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

Section 1. The city manager is hereby authorized to issue a purchase order in the amount of \$416,550 to Sill-TerHar Motors, Inc. for the purchase of five 2021 Ford police interceptor utility vehicles and six Ford police F150 special services vehicles.

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

APPROVED AND ADOPTED this 19th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Arvada PD F-150 Quote

Since  1960

SILL-TErr
MOTORS
INC

	State Award 142084		3/24/2021
	Description	Option Code	\$ 24,140
	2021 Ford F-150, 4x4, XL, 3.3L V6 Ti-VCT, 145" Wheelbase, Super Cab, 23 Gallon Fuel Tank, 3.31 Regular Axle, Medium Earth Gray Interior, Cruise Control		
	Crew Cab 145" WB 5.5' Bed	W1E	\$ 3,790
	3.5L EcoBoost	994	\$ 2,595
	Power Equipment Group	85A	\$ 1,170
	All-Terrain Tires	T7C	\$ 295
	3.55 Limited Slip Rear Axle	XL9	\$ 570
	Trailer Brake Controller	67T	\$ 275
	Trailer Tow Package	53A	\$ 995
	Cruise Control	50S	Inc
	Reverse Sensing System	76R	\$ 275
	Hard Folding Tonneau Cover	96J	\$ 995
	Privacy Glass w/ Rear Defrost	924/57Q	\$ 270
	Power Heated Side Mirrors	54Y/59S	\$ 570
	Skid Plates	413	\$ 160
	Platform Running Boards	18B	\$ 250
	SSV Police Package	66S	\$ 50
Exterior Color	Black		
Interior Color	Medium Earth Gray Cloth		
	X Quantity of Vehicles	5	
	SUB TOTAL		\$ 36,400
	Extra Unit SSV	1	\$ 35,110
	GRAND TOTAL		\$ 182,000

tAR

[illegible]

**Sill-TerHar Motors Inc
PO Box 344 150 Alter St
Broomfield, CO 80038**

To: City of Arvada **QUOTE** **FIN** **QH346** **OEM #** **3/24/2021**
Att: Ike Miller

Subj: 2021 Ford Police SUV Interceptor **\$**

re State of Colorado Bid 142084

2021 Ford Utility Police Interceptor All-Whl Drive	K8A
3.0L EcoBoost V6 Engine Police Calibrated	std
Automatic 10-Spd Transmission with Column Shift	
H-Dty Radiator / Eng and Trans Oil Coolers	
White Exterior (Oxford White; same as previously on Cr Vic)	YZ
Front Bucket Seats with 6-way Power Drvr's , Manual lumbar/tilt, Cloth, Charcoal Black	96
Rear Bench Seat Folds Down Flat, Vinyl, Charcoal Black	96
Seats armored and sculpted for utility belts	
Vinyl Rubber Flooring	
All Standard Police Interceptor Equipment, including, but not limited to:	500A
Dual Front Air Bags	
Dual Front Side Air Bags mounted in bucket seat backs	
Roll Curtain Safety Canopy Airbags from above doors	
Power Adjust Foot Pedals	
Front Console Mounting Plate / 9-inch space / Dash Pass-thru for wiring / Power Pigtail	
Tilt Steering/Speed Control	
Tire Pressure Monitoring System	
Certified Speedometer / Engine Hour Meter	
220 Amp Alternator	
AM-FM--CD-MP3 Radio with pre-wire for Police Radio	
Power Wind/Locks/ non-heated Mirrors, A-C, Cabin Air Filter	
2nd Row/Rear Privacy Glass	
Rear View Camera (Choice of Center Stack or Rear View Mirror Placement)	
P245/55R18 A/S BSW tires with Full Sz Spare; Center Hub Caps; Rear Tow Hooks	
Bluetooth Interface	
Remappable Steering Wheel Switches	
ABS / Traction Cntrl / Roll Stability Cntrl	
Std Warranty: 36mo/36Kmi Comprehensive+ 60mo/100K mi Powertrain	

Also Included in Base Bid

State Police Package #810 which adds the following Non-Standard Options:	
Blind Spot Monitoring System (Requires Rear View Camera) Includes Heated Mirrors	55B
Ford Ultimate Wiring Kit - Includes Rear Console Mounting Plate and PreWiring	67U
Siren/Speaker	18X
Front Headlamp Lighting Solution	66A
Tail Lamp Lighting Solution	66B
Rear Lighting	66C
Side Mirror Lighting	63B
Side Cargo Area Lighting	63L
Hidden Lock Plungers / Rear Door Handles Inoperable (inside)	52P
Modified: Whelen Control, CANWC1, CANCTL1, CANLITEB, "plus" Wire Harness specific for Whelen Control with Power Distribution and Two 50 amp battery circuits and Linear LED Grille Lights	
23" Havis Console	
Disabled Courtesy Lights	43D
H8 AGM Battery	19K
Driver Spot Lamp, with LED	51T
Reverse Sensing System (sonar with chime)	76R
Full Wheel Covers	65L
Anti-Theft Engine Idle	47A
Radio Noise Suppression Pkg	60R
Class III Trailer Tow	52T
Global Lock/Unlock	18D
Remote Keyless Entry	55F
Badge Delete	16D
(Not Included: roof light bar, push bumper)	

Total	complete , for one as above, fob Broomfield	44,250
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Opt Colors: Ariz Beige Met, Med Brown Met, Smokestone Met, Kodiak Brown Met, Dk Torreador Red Met,
 Deep Impact Blue, Norsesea Blue Met, Dark Blue, Royal Blue, Light Blue Met, Ultra Blue Met,
 Silver Grey Met, Sterling Grey Met, Ingot Silver Met, Med Titanium Met, Ebony

Commonalities with Ford Police Interceptor Sedan:

Fr and Rr Brake rotors, calipers, pads; Wheels; Battery; Alternator; Fr Seats; Filters; Spark plugs

Deducts:

All of State Police Pkg 810 as described above, except Standard Equip (**deletes all following deducts**) **(-) -8000**

Adds:

3.3L V6 Hybrid Engine	99W	-750
Blind Spot Monitor (requires RV camera)	55B	545
Ballistic Dr and Fr Pass Door Panels - Level IV	90G	4,830
Courtesy Lamps Inoperable	43D	25
Rear Door Handles Controls Inoperable/ Lock Inoperable	68G	75
Keyed Alike; available codes same as Cr Vic	59F	0576X 50
Noise Suppression Pkg	60R	100
Driver Spot Lamp with Unity LED Bulb	51R	395
Red/White Dome Light in Cargo area	17T	50
Reverse Sensing (Sonar with Chime)	76R	275
Solar Glass Tint 2nd/3rd Row (deletes privacy glass)	92G	120
Rear View Camera - Mirror Display from Center Stack Display	87R	no chg
Front License Plate Bracket	153	no chg
Global Lock/Unlock	18D	no chg
Front Warning Auxillary Light	21L	550
Side Marker Lights in Side Mirrors	63B	225
Rear Quarter Glass Side Marker Lights	63L	575
Read for the Road Package	67H	3,595

Total 46,910

NUMBER OF UNITS

5

GRAND TOTAL

234,550

Notes: Order-to-Delivery time is currently 10 weeks

Thank-you for the opportunity to be of service,
 Jon Hansen, 303-588-3052, Direct
 fax 720-284-0791 jhansen@sthmotors.com

Interior Upgrade Package
Front Headlamp Lighting Solution
Front Headlamp / Police Interceptor Housing (

	65U	390 65U	390
	66A	850 66A	850
Only	86P	125 86P	125



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: April 19, 2021

SUBJECT: R21-068 A Resolution Authorizing an Agreement By and Between the City of Arvada and Colorado Golf and Turf, Inc. for Lease of Golf Cars and Utility Vehicles at the West Woods Golf Club and the Lake Arbor Golf Club Financed Through Exchange Bank

Report in Brief

This resolution authorizes an agreement By and Between The City Of Arvada and Colorado Golf And Turf, Inc. for Lease of Golf Cars and Utility Vehicles at The West Woods Golf Club and The Lake Arbor Golf Club Financed Through Exchange Bank.

In support and consistent with a departmental strategic result, "that by 2018, Arvada Golf's golf car fleet shall be replaced", Arvada entered into an agreement with Colorado Golf And Turf, Inc. (CGT) for lease of cars and utility vehicles for a period of four years at a price of \$180,591.12 per year to be paid on the first day of April in years 2018, 2019, 2020, and 2021. The Parties wish to terminate the Original Agreement, attached hereto as Exhibit A, and relieve each other of any obligations or performance required under the Original Agreement.

The Parties wish to enter into a new agreement, terms and conditions set forth in the 2021 Agreement included in the agenda packet. The purpose of the Parties entering into this new Agreement is for Arvada to lease a new fleet of cars and utility vehicles in May or June of 2021, in an exchange for an increase in payment in the years 2022, 2023, and 2024 extension of the lease until April 1, 2025; and to upgrade its cars, as well as change the scope of work to include additional utility vehicles and decrease the number of other utility vehicles to meet its needs. The term of this Agreement is for 1 year from Arvada's execution of this Agreement. The Agreement may be renewed by Arvada for 3 consecutive one-year terms (i.e. in 2022-2023, 2023-2024, and 2024-2025) and the renewals shall be automatic unless Arvada gives CGT 60 days written notice to terminate the Agreement, or unless otherwise terminated as described in the agreement.

The Arvada team recommends that the City Council approve R21-068, A Resolution Authorizing An Agreement By and Between The City Of Arvada and Colorado Golf And Turf, Inc. for Lease of Golf Cars and Utility Vehicles at The West Woods Golf Club and The Lake Arbor Golf Club Financed Through Exchange Bank.

Financial Impact

Under the Original Agreement, Arvada paid Exchange Bank \$180,591.12 on the first day of April, 2021. CGT considers the April 1, 2021, payment to be first annual payment due for the four-year lease described in the Agreement.

In exchange for the delivery of the new cars and utility vehicles in May or June of 2021, Arvada will make no additional payment to Exchange Bank in the year 2021. CGT considers Arvada's April 1, 2021, payment in full for the 2021-2022 lease.

On the first day of April 2022, 2023, and 2024, Arvada will pay Exchange Bank \$194,534.83. After receiving the new golf cars and utility vehicles, Arvada will return the 2018 Golf Cars from the Original Agreement. Upon CGT taking the 2018 Golf Cars described in the Original Agreement from Arvada, CGT agrees to pay off the remaining balance of the 2018 lease in the amount of \$405,917.51.

On May 1, 2025, one balloon payment will be due of \$270,550.00, and CGT agrees to make the balloon payment on behalf of Arvada for taking ownership of the 2021 Golf Cars on April 1, 2025.

Background

Colorado Golf and Turf, Inc. proposed an opportunity to West Woods and Lake Arbor golf clubs to secure new golf car fleets for 2021. With the popularity of golf in 2020 during the pandemic, the likelihood of 2021 having similar activity is quite certain. There will most likely be cars in the fleet specifically at West Woods that will exceed the threshold for warranty coverage on the batteries. Two important considerations would be that if a car goes down, (1) there will be service interruption on the course when the car runs out of charge, and (2) there will be expense incurred to replace the batteries. Additionally, on top of these two considerations, in the event that single rider cars are requested, that in itself puts limitations on golf car availability.

Discussion

Arvada Golf seeks to lease for use at the City's golf facilities:

- 158 units - 2021 Club Car Tempo Electric Golf Cars with Lead Acid Batteries, USB Ports, color, monsoon canopy tops, standard seats, dual sand and seed bottles, hinged fold down windshield, custom “West Woods Golf Club” or “Lake Arbor Golf Course” logos, and information holder (windshield mount).
- Six units - 2021 Carryall 500 Gas Vehicles
- Two units - 2021 Carryall 300 Gas Driving Range Vehicles - one at each facility
- One unit - 2021 Villager 6 Passenger Electric Vehicle – West Woods Golf Course
- Three units - 2021 Villager 4 Passenger Electric Vehicles
- Two units - 2021 Cafe Express Beverage Vehicles – West Woods Golf Course
- Two units - 2018 Cafe Express Beverage Vehicles -Lake Arbor Golf Course
- Four units - 2013 Carryall Turf 2 Gas Vehicles - located at each facility
- Three units - Carryall 500 Gas Vehicles – West Woods Golf Course

All units are Club Car products, an industry leader in golf fleet vehicles. Government lease pricing is obtained through the US Communities Purchasing Alliance and facilitated through Colorado Golf and Turf (CGT) as the local distributor for Club Car. CGT has established an excellent working relationship with the Arvada golf team as our fleet and service provider for the past ten years. Securing a new Club Car electric fleet, in addition to achieving City sustainability goals, will insure the patrons of both Arvada golf clubs enjoy a premium golf experience and have access to the same high quality golf cars as other area municipal courses including, Fossil Trace GC, Golf Preserve at Walnut Creek GC and Fox Hollow GC

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This agreement aligns with the Vibrant Community and Neighborhoods Priority Area of the City Council Strategic Plan. Specifically, the proposed actions supports Strategic Result 4 (SR4):

Complete strategic investments and initiatives are in alignment with our diverse, changing, and growing community.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-068, A Resolution Authorizing An Agreement By and Between The City Of Arvada and Colorado Golf And Turf, Inc. for Lease of Golf Cars and Utility Vehicles at The West Woods Golf Club and The Lake Arbor Golf Club Financed Through Exchange Bank.

Suggested Motion:

I move that R21-068 A Resolution Authorizing an Agreement By and Between the City of Arvada and Colorado Golf and Turf, Inc. for Lease of Golf Cars and Utility Vehicles at the West Woods Golf Club and the Lake Arbor Golf Club Financed Through Exchange Bank, be (approved) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

Kylie Justus, Assistant City Attorney	3/30/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/30/2021
Bryan Archer, Director of Finance	3/30/2021
Gail Walker, Legal Specialist-Contracts	3/30/2021
Rachel Morris, City Attorney	4/8/2021
Lorie Gillis, Deputy City Manager	4/8/2021
Mark Deven, City Manager	4/8/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-068

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND COLORADO GOLF AND TURF, INC. FOR LEASE OF GOLF CARS AND UTILITY VEHICLES AT THE WEST WOODS GOLF CLUB AND THE LAKE ARBOR GOLF CLUB FINANCED THROUGH EXCHANGE BANK

WHEREAS, the City of Arvada is part of a cooperative purchasing program, U.S. Communities, which provides government procurement resources and negotiated pricing with Club Car, Inc.; and

WHEREAS, the City of Arvada's West Woods and Lake Arbor Golf Courses have experienced an increase in golf patrons since the COVID-19 pandemic; and

WHEREAS, this increase in golf patrons has caused an increased use of golf cars; and

WHEREAS, Colorado Golf and Turf, Inc., authorized Club Car, Inc. dealer, made an offer to upgrade the City of Arvada's golf cars and golf utility vehicles a year early at no extra cost to the City in the fiscal year 2021;

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 Colorado Golf and Turf, Inc. and the City of Arvada for the lease of golf cars and utility vehicles at the West Woods Golf Club and the Lake Arbor Golf Club financed through Exchange Bank.

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

APPROVED AND ADOPTED this 19th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
COLORADO GOLF AND TURF, INC. FOR LEASE OF GOLF CARS AND
UTILITY VEHICLES AT THE WEST WOODS GOLF CLUB AND THE LAKE
ARBOR GOLF CLUB FINANCED THROUGH EXCHANGE BANK**

1.0 PARTIES. The parties to this Agreement are The City of Arvada, a Colorado home rule municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002 (Arvada) and Colorado Golf and Turf, Inc., whose address is 11757 South Wadsworth Boulevard, Littleton, Colorado 80125 (CGT/Contractor).

2.0 RECITALS AND PURPOSE.

2.1 On or about January 13, 2015, Kansas City, Missouri entered into a Master Agreement with Club Cars, Inc., who is a golf car manufacturer through a cooperative purchasing program named U.S. Communities which provides government procurement resources to local and state government agencies to provide specific negotiated pricing.

2.2 Arvada continues to be a member of U.S. Communities and is able to take advantage of solicited pricing agreements.

2.3 On January 22, 2018, Arvada and CGT (authorized dealer of Club Cars) entered into an Agreement for the lease of golf cars and utility vehicles at the West Woods and Lake Arbor Golf Clubs (Original Agreement).

2.4 Pursuant to the Original Agreement, Arvada leased cars and utility vehicles from CGT for a period of four years at a price of \$180,591.12 per year to be paid on the 1st day of April in years 2018, 2019, 2020, and 2021.

2.5 The Parties wish to terminate the Original Agreement, attached hereto as **Exhibit A**, and relieve each other of any obligations or performance required under the Original Agreement.

2.6 The Parties wish to enter into a new agreement, terms and conditions set forth in this Agreement.

2.7 The purpose of the Parties entering into this new Agreement is:

2.7.1 CGT has agreed to deliver Arvada a new fleet of cars and utility vehicles in May or June of 2021, in an exchange for an increase in payment in the years 2022, 2023, and 2024 extension of the lease until April 1, 2025; and

2.7.2 Arvada desires to upgrade its cars, as well as change the scope of work to include additional utility vehicles and decrease the number of other utility vehicles to meet its needs.

2.7.3 The Contractor has provided a detailed description as to the additional scope of services and cost estimate, attached as **Exhibit B** and the terms of which are attached as **Exhibit C**.

3.0 TERMINATION OF ORIGINAL AGREEMENT. Upon execution of this Agreement by Arvada and CGT agree that *An Agreement by and between the City of Arvada and Colorado Golf and Turf, Inc. for Lease of Golf Cars and Utility Vehicles at the West Woods Golf Club and the Lake Arbor Golf Club financed through Exchange Bank in an amount of \$177,780.00 for a Project Four Year Lease*, attached as **Exhibit A**, dated January 22, 2018, is terminated as of the date of this Agreement and shall have no further force or legal effect.

4.0 SCOPE OF SERVICES.

4.1 Arvada agrees to lease from CGT and CGT hereby agrees to lease to Arvada, (with financing through Exchange Bank as generally described herein), as more specifically outlined in **Exhibit B** and **Exhibit C**:

4.1.1 One Hundred Fifty-Eight (158) 2021 Club Car Tempo Electric Golf Cars with Lead Acid Batteries, USB Ports, platinum in color, monsoon canopy tops, standard seats, dual sand and seed bottles, hinged fold down windshield, custom “West Woods Golf Club” or “Lake Arbor Golf Course” logos, and information holder (windshield mount).

4.1.2 (6) 2021 Carryall 500 Gas Vehicles

4.1.3 (2) 2021 Carryall 300 Gas Driving Range Vehicles - one at each facility

4.1.4 (1) 2021 Villager 6 Passenger Electric Vehicle – West Woods Golf Course

4.1.5 (3) 2021 Villager 4 Passenger Electric Vehicles

4.1.6 (2) 2021 Cafe Express Beverage Vehicles – West Woods Golf Course

4.1.7 (2) 2018 Cafe Express Beverage Vehicles -Lake Arbor Golf Course

4.1.8 (4) 2013 Carryall Turf 2 Gas Vehicles - located at each facility

4.1.9 (3) Carryall 500 Gas Vehicles – West Woods Golf Course

- 4.2 All Golf Cars shall conform in all respects to Arvada's requirements for appearance and cleanliness. CGT shall perform routine maintenance according to the terms and conditions outlined in CGT's Response.
- 4.3 Delivery of said Golf Cars shall be in an assembled and operational condition.

5.0 TERM AND TERMINATION.

- 5.1 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 CGT.
- 5.2 The term of this Agreement is for 1 year from Arvada's execution of this Agreement. The Agreement may be renewed by Arvada for 3 consecutive one-year terms (i.e. in 2022-2023, 2023-2024, and 2024-2025) and the renewals shall be automatic unless Arvada gives CGT 60 days written notice to terminate the Agreement, or unless otherwise terminated as described herein.
- 5.3 Notwithstanding the time periods contained herein, Arvada may terminate this Agreement at any time that Arvada determines, in its sole discretion, that CGT has repeatedly failed to abide by the warranty requirements. Arvada shall provide notice of such termination at least ten (10) calendar days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. Arvada's determination as to any failure in warranty shall be final and determinative.
- 5.4 Arvada may terminate this Agreement at any time without cause by providing written notice of termination to CGT. Such notice shall be delivered at least 30 days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. In the event of termination by Arvada prior to the expiration of the lease, CGT shall be paid for services rendered to the date of termination, provided CGT shall not be otherwise in breach of this Agreement. Such payment shall be CGT's sole right and remedy for any termination. Following termination, each party shall be relieved of further obligation under the terms of this lease.
- 5.5 Delivery of the golf cars shall be made by CGT at Lake Arbor and West Woods Golf Courses in May or June of 2021 on a date and time mutually agreed upon by Arvada and CGT. CGT shall coordinate the delivery of the Golf Cars with the designated Arvada representative in such a way as to most effectively complete the delivery without undue hardship or disruption to the function of the golf courses' operations.

- 5.6** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by CGT. Responsibility and liability for loss or damage shall remain with CGT until final inspection and acceptance when responsibility shall pass to Arvada except as to latent defects, fraud, and/or CGT's warranty obligations.
- 6.0 COMPENSATION.** Arvada shall pay Exchange Bank, the financing entity, for the performance of this Agreement, as follows:
- 6.1** Under the Original Agreement, Arvada paid Exchange Bank \$180,591.12 on the 1st day of April, 2021. CGT considers the April 1, 2021, payment to be first annual payment due for the four year lease described in this Agreement. In exchange for the delivery of the new cars and utility vehicles described in Sec. 4.1 in May or June of 2021, Arvada will make no additional payment to Exchange Bank in the year 2021. CGT considers Arvada's April 1, 2021, payment consideration in full for the 2021-2022 lease.
- 6.2** On the 1st day of April 2022, 2023, and 2024, Arvada will pay Exchange Bank \$194,534.83, unless terminated pursuant to Section 5.0.
- 6.3** After receiving the new golf cars and utility vehicles described in Sec. 4.1, Arvada will return the 2018 Golf Cars described in the Original Agreement. Upon CGT taking the 2018 Golf Cars described in the Original Agreement from Arvada, CGT agrees to pay off the remaining balance of the 2018 lease in the amount of \$405,917.51.
- 6.4** On May 1, 2025, one balloon payment will be due of \$270,550.00, and CGT agrees to make the balloon payment on behalf of Arvada for taking ownership of the 2021 Golf Cars on April 1, 2025, unless another date is mutually agreed upon by the Parties.
- 7.0 WARRANTY.**
- 7.1** CGT represents and warrants that the Golf Cars to be supplied are suitable for their purpose. The warranty provisions for the Golf Cars are more specifically set forth in CGT's Response.
- 7.2** CGT shall within 7 days after notification from Arvada, make all needed repairs and corrections which develop or result from those items under warranty or replace the car(s) with comparable models while repaired.
- 8.0 INSURANCE.** CGT agrees to indemnify and hold harmless Arvada, its officers, agents, and employees against and from any and all actions, suits, claims, demands, or liability of any character whatever brought or asserted for injuries to

or death of any person or persons, or damage to property arising out, resulting from, or occurring in connection with the performance of any obligation arising hereunder.

- 9.0 ASSIGNMENT.** This Agreement shall not be assigned by CGT without the prior written consent of Arvada.
- 10.0 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 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 shall be deemed to have been given when deposited in the United States mail.
- 11.0 EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.
- 12.0 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).
- 13.0 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.
- 14.0 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.
- 15.0 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.

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.
- 16.0 **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.
- 17.0 **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.
- 18.0 **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.
- 19.0 **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.
- 20.0 **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

- 21.0 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.
- 22.0 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.
- 23.0 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.**
- 24.0 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.
- 25.0 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.

- 26.0 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.
- 27.0 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.
- 28.0 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.
- 29.0 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.
- 30.0 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.
- 31.0 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.
- 32.0 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.

33.0 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.

34.0 PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Arvada and CGT acknowledge and agree that all payment obligations under this Agreement are current expenditures of Arvada, payable in the fiscal year for which funds are appropriated for the payment thereof. Arvada's obligations under this 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.

DATED this _____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
P.O. Box 8101
Arvada, CO 80001-8101

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By: *Kylie Justus* _____

COLORADO GOLF AND TURF, INC.

Tom Bauerle

Tom Bauerle - tom.bauerle@cologolfandturf.com

Founder & President

11757 S. Wadsworth Blvd.

Littleton, CO 80125

ATTEST:

Drew Hunter

Drew Hunter - drew@cologolfandturf.com

Sales & Operations

11757 S. Wadsworth Blvd.

Littleton, CO 80125

EXHIBIT A

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND COLORADO
GOLF AND TURF, INC. FOR LEASE OF GOLF CARS AND UTILITY VEHICLES AT
THE WEST WOODS GOLF CLUB AND THE LAKE ARBOR GOLF CLUB FINANCED
THROUGH EXCHANGE BANK**

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
COLORADO GOLF AND TURF, INC. FOR LEASE OF GOLF CARS AND
UTILITY VEHICLES AT THE WEST WOODS GOLF CLUB AND THE LAKE
ARBOR GOLF CLUB FINANCED THROUGH EXCHANGE BANK IN AN
AMOUNT OF \$177,780.00 PER YEAR FOR A PROJECT FOUR YEAR LEASE**

1.0 PARTIES. The parties to this Agreement are The City of Arvada, a Colorado home rule municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002 (hereinafter "Arvada") and Colorado Golf and Turf, Inc., whose address is 11757 South Wadsworth Boulevard, Littleton, Colorado 80125 (hereinafter "CGT" and/or "Contractor").

2.0 RECITALS AND PURPOSE.

2.1 Arvada requires the use of approximately One Fifty-Eight (158) 2018 Precedent I2 Electric Golf Cars, Five (5) 2018 Club Car Cafe Express Units, Three (3) 2018 Club Car Carryall 500 Gas Units, Two (2) 2018 Club Car Carryall 500 Electric Units, Two (2) 2018 Club Car 300 Driving Range Units, Two (2) 2018 Club Car Villager 4 Electric Units, and One (1) 2018 Club Car Villager 6 Electric Units. as set forth in the attached Schedule of Equipment (collectively referred to as "Golf Cars" and/or "Equipment") at the West Woods Golf Club and the Lake Arbor Golf Club (collectively "Golf Courses").

2.2 On or about January 13, 2015, Kansas City, Missouri entered into a Master Agreement with Club Cars, Inc., who is a golf car manufacturer through a cooperative purchasing program named U.S. Communities which provides government procurement resources to local and state government agencies to provide specific negotiated pricing.

2.3 Arvada is a member of U.S. Communities and is able to take advantage of solicited pricing agreements.

2.4 CGT is an authorized dealer of Club Cars and in the business of leasing or selling golf cars and on or about December 28, 2017, CGT submitted its best and final offer for pricing ("BAFO"), a copy of which is attached hereto and incorporated herein as Exhibit "1."

2.5 CGT's proposal provides, among other things for a four (4) year lease with a balloon payment that would be paid by CGT on behalf of Arvada, and CGT would take possession of the Golf Cars at that time.

2.6 Concomitant with the execution of this Agreement, Arvada will be executing a Municipal Lease Agreement with Exchange Bank Agreement ("Exchange" and/or "Bank") and attached as Exhibit 2.

2.7 Exchange Bank is CGT's financing institution, and Arvada has agreed to lease the Golf Cars which will be financed through Exchange Bank.

2.8 Arvada has determined that CGT has the requisite background, supplies, insurance, and experience to lease to Arvada the Golf Cars for use at the Golf Courses under the terms and conditions more fully set forth below.

3.0 SCOPE OF SERVICES.

3.1 Arvada agrees to lease from CGT and CGT hereby agrees to lease to Arvada, (with financing through Exchange Bank as generally described herein), as more specifically outlined in CGT's Proposal:

- One Fifty-Eight (158) 2018 Precedent I2 Electric Golf Cars
- Five (5) 2018 Club Car Cafe Express Units
- Three (3) 2018 Club Car Carryall 500 Gas Units
- Two (2) 2018 Club Car Carryall 500 Electric Units
- Two (2) 2018 Club Car 300 Driving Range Units
- Two (2) 2018 Club Car Villager 4 Electric Units
- One (1) 2018 Club Car Villager 6 Electric Units

3.2 All Golf Cars shall conform in all respects to Arvada's requirements for appearance and cleanliness. CGT shall perform routine maintenance according to the terms and conditions outlined in CGT's Response.

3.3 Delivery of said Golf Cars shall be in an assembled and operational condition.

4.0 TERM.

4.1 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 CGT.

4.2 The term of the Agreement shall be for one (1) year from Arvada's execution of the Agreement. The Agreement may be renewed by Arvada for three (3) consecutive one-year terms, and the renewals shall be automatic unless Arvada gives CGT sixty (60) days written notice to terminate the Agreement, or unless otherwise terminated as described herein.

4.3 Notwithstanding the time periods contained herein, Arvada may terminate this Agreement at any time that Arvada determines, in its sole discretion, that CGT has repeatedly failed to abide by the warranty requirements. Arvada shall provide notice of such termination at least ten (10) calendar days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. Arvada's determination as to any failure in warranty shall be final and determinative.

4.4 Notwithstanding any other time period contained herein, Arvada may terminate this Agreement at any time without cause by providing written notice of termination to CGT. Such notice shall be delivered at least thirty (30) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. In the event of termination by Arvada prior to the expiration of the lease, CGT shall be paid for services rendered to the date of termination, provided CGT shall not be otherwise in breach of this Agreement. Such payment shall be CGT's sole right and remedy for any termination. Following termination, each party shall be relieved of further obligation under the terms of this lease.

4.5 Delivery of the Golf Cars shall be made by CGT at the Golf Courses on a date and time mutually agreed upon by Arvada and CGT. CGT shall coordinate the delivery of the Golf Cars with the designated Arvada representative in such a way as to most effectively complete the delivery without undue hardship or disruption to the function of the Golf Courses' operations.

4.6 All deliveries shall be F.O.B. destination with all transportation and handling charges paid by CGT. Responsibility and liability for loss or damage shall remain with CGT until final inspection and acceptance when responsibility shall pass to Arvada except as to latent defects, fraud, and/or CGT's warranty obligations.

5.0 COMPENSATION. Arvada shall pay Exchange Bank, the financing entity, for the performance of this Agreement, as follows:

5.1 One Hundred Eighty Thousand Five Hundred Ninety-One Dollars and Twelve Cents (\$180,591.12) due on the 1st day of April in years 2018, 2019, 2020, and 2021, unless terminated pursuant to Section 4.0.

5.3 On April 1, 2022, one (1) balloon payment will be due of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) and CGT agrees to make the balloon payment on behalf of Arvada and take ownership of the Golf Cars on April 1, 2022 unless a separate time is mutually agreed to by the Parties.

6.0 WARRANTY.

6.1 CGT represents and warrants that the Golf Cars to be supplied are suitable for their purpose. The warranty provisions for the Golf Cars are more specifically set forth in CGT's Response.

6.2 CGT shall within seven (7) days after notification from Arvada, make all needed repairs and corrections which develop or result from those items under warranty or replace the car(s) with comparable models while repaired.

7.0 INSURANCE. CGT agrees to indemnify and hold harmless Arvada, its officers, agents, and employees against and from any and all actions, suits, claims,

demands, or liability of any character whatever brought or asserted for injuries to or death of any person or persons, or damage to property arising out, resulting from, or occurring in connection with the performance of any obligation arising hereunder.

8.0 ASSIGNMENT. This Agreement shall not be assigned by CGT without the prior written consent of Arvada.

9.0 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 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 shall be deemed to have been given when deposited in the United States mail.

10.0 EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

11.0 PARAGRAPH CAPTIONS. The captions of the paragraphs 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.

12.0 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 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.

13.0 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, then this Agreement, at the option of the party who is not in default, may be terminated by the nondefaulting party, in which case, the nondefaulting party may recover such damages as may be proper. If the nondefaulting party elects to treat this Agreement as being in full force and effect, the nondefaulting party shall have the right to an action for specific performance or damage or both.

14.0 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.

15.0 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.

16.0 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.

17.0 SUBCONTRACTORS. CGT shall not subcontract any task it is to perform under the terms of this Agreement without the prior written consent of Arvada.

18.0 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 such enforcement, shall be strictly reserved to Arvada and CGT and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of Arvada and CGT that any person other than Arvada or CGT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19.0 PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Arvada and CGT acknowledge and agree that all payment obligations under this Agreement are current expenditures of Arvada, payable in the fiscal year for which funds are appropriated for the payment thereof. Arvada's obligations under this 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.

DATED this 22nd day of January, 2018.



CITY OF ARVADA, a Colorado home rule municipal corporation

Marc Williams, Mayor
8101 Ralston Road
P.O. Box 8101
Arvada, CO 80001-8101

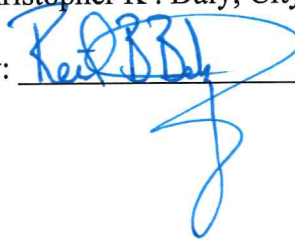
ATTEST:

City Clerk

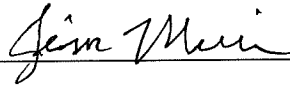
APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

By: _____

A handwritten signature in blue ink, appearing to be "K. Daly", is written over the signature line. The signature is stylized and extends below the line.

COLORADO GOLF AND TURF, INC.



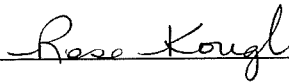
Name:

Title: *Fleet Sales Manager*

11757 S. Wadsworth Blvd.

Littleton, CO 80125

ATTEST:





Exclusive Distributor for



play to win

EXCLUSIVE PROPOSAL

FOR

City of Arvada Golf Courses

West Woods Golf Course

Lake Arbor Golf Course

December 28, 2017

Submitted by:

Jim Muir

Colorado Golf & Turf, Inc.

11757 S. Wadsworth Blvd.

Littleton, CO 80125

303-761-3332



P R E C E D E N T



2018 Club Car PRECEDENT i2

Electric Golf Car

Standard Features

- AlumiCore Chassis: Ladder-style Box Beam Frame
- SportDrive Suspension & Dual Ended Maintenance Free, Self Adjusting Rack-N-Pinion Steering
- IQ System With On-Board Computer & Diagnostics
- PowerShield Protective Battery Housing
- Six 8-Volt Battery Power Plant
- Single-Point Watering System
- New Improved Efficiency Battery Chargers
- MonsoonTop with Built-in Drain Spouts
- Best-in-Class Storage Capacity:
- Re-engineered Bagwell: The Industry's largest
- 360° Bumper: 5 MPH Impact Protection
- Single-Point Service Access Panel
- FlexiDrink Holders: 2 Large, 2 Regular
- Pedal Group: Pre-set and Sealed
- Ergo Seats- Beige or White
- Spoked Wheel Covers
- Number Decals

Selected Options:

- Fold Down Windshield
- Sand/Seed Bottles (2)
- Custom Logo Decal
- Information Holders
- Platinum Body
- White Seats
- Black Canopy

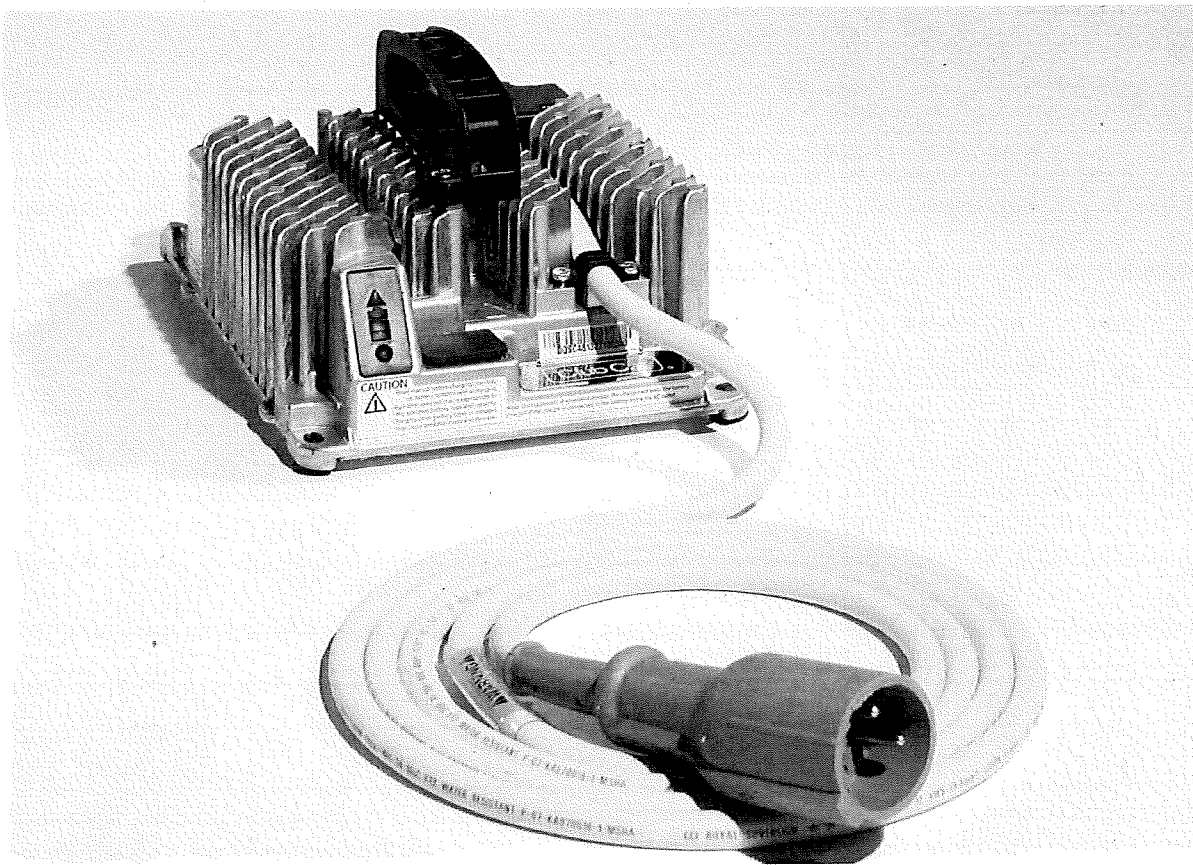
Meet E.R.I.C.: Your New Battery Valet

Efficient: With energy costs high and getting higher, reducing consumption is the surest way to control costs. E.R.I.C. is rated at 7.5 amps with efficiency at 91%.

Reliable: E.R.I.C. is constructed to handle whatever your staff and nature can dish out. Charger is **sealed** from water and dust and has a power light that insures the charger is getting power from the outlet. The AC/DC cords are built with a **break away design** to protect the internal charger parts. EXCLUSIVE TO CLUB CAR

Intelligent: Charger status lights, on-car dash light and audible alerts communicate the car is charging, the state of the charge cycle, battery state of charge and charger faults.

Connected: E.R.I.C is adaptable, updatable and stores data—information that can help you make more informed business decisions.





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CLUB CAR GOLF CAR EXCLUSIVE FEATURES

BODY COLORS MOLDED IN: No paint to scratch or chip

TIGHTEST TURNING CIRCLE: This makes the Club Car much more maneuverable on the course and also in the storage facility.

ALL ALUMINUM FRAMES: Resulting in each Club Car weighing about 100 pounds less than the competition. On each course, this would mean in excess of 400 tons of additional weight per year that would not be compacting your turf.

360 DEGREE FULL BUMPER PROTECTION

POWERSHIELD PROTECTIVE BATTERY HOUSING: This helps prevent dirt and debris build-up on the batteries.

SELF-ADJUSTING BRAKES

EASY RELEASE PARK BRAKE

COMFORTABLE STEERING WHEEL LOCATION

SELF-ADJUSTING MAINTENANCE-FREE RACK AND PINION STEERING: "Play" will not develop in the steering wheel of the Club Car and it will have the same tight steering years from now that the new cars will have upon delivery.



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ELECTRIC CAR EXCLUSIVE FEATURES

Precedent i2

48 VOLT GOLF CAR :

- Club Car pioneered the more powerful and efficient 48 volt system for golf cars, which has since been copied by others. A battery pack of **six 8-Volt batteries** is our standard configuration.
- The Single-Point Watering System has been available as an option for several years providing significant savings of time and safety for your staff. This is now a standard feature on Precedent i2 golf cars.
- Club Car has introduced a new solid state battery charger (ERIC), which charges more efficiently, controls the charging process, keeps batteries from overcharging, and will not let the golf car move while the charger is plugged in.
- The handheld IQ Display Module (**IQDM**) enables superior diagnostics, checking 17 diagnostic functions and history of each car, and real-time testing of important functions on the car. With this ability to diagnose problems within minutes, the vehicle uptime is improved significantly. **This unit will also display amp-hour usage for each car which is very helpful in managing golf car rotation**

PROGRAMMABLE FEATURES TO OPTIMIZE FOR YOUR COURSE :

SPEED:

- Programmable from 8.0 MPH to 14.8 MPH in .1 MPH increments

ACCELERATION:

- ON (Aggressive Acceleration)
- OFF (Traditional Acceleration)

PEDAL UP BRAKING (Regenerative Motor Braking):

- 0 - No Pedal Up (The Vehicle Will Coast Upon Pedal Up).
- 1 - Mild Pedal Up (The Vehicle Will Motor Brake Upon Pedal Up With A "Mild Feel").
- 2 - Aggressive Pedal Up (The Vehicle Will Motor Brake Upon Pedal Up With An "Aggressive Feel").



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Club Car Warranty

- **Limited Lifetime: Frame**
- **4 Year: Batteries (or 25,000 amp-hours) on electric car, electronics, pedal group, seats, suspension, canopy**
- **3 Year: Body panels, Underbody, Starter Generator**
- **2 Year: All remaining components**

Not Covered Under Warranty Are Items Such As Flat Tires, Damage Caused By Operator, Neglect Or Abuse.



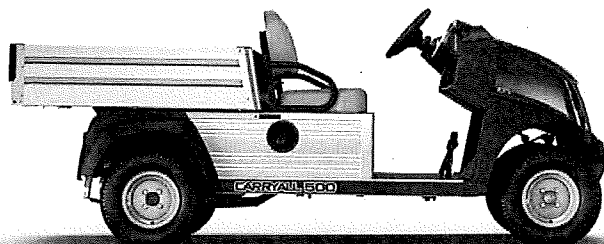
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2018 CAFÉ EXPRESS

FOOD AND BEVERAGE UNITS

Standard Features

- 14 hp EFI Gas Engine
- Aluminum Frame and Rear Body
- 20" 6-Ply Premium tread Tires- Front & Rear
- 4-Wheel Brakes
- Radio/Beverage Holder
- Halogen Headlights
- Differential Guard
- Fuel Gauge/Hour Meter
- Solid Windshield
- Canvas Canopy
- 256 Can/Bottles Capacity
- Consumable Ice Capacity - 110 lbs
- Upper Cabinet – Includes 2 Pump Pots (hot/cold) beverage containers
- Liquor Bar
- Trash container
- Water drainage system
- Meets NFS standards
- 3-Year Limited Warranty on Engine and Powertrain



play to win

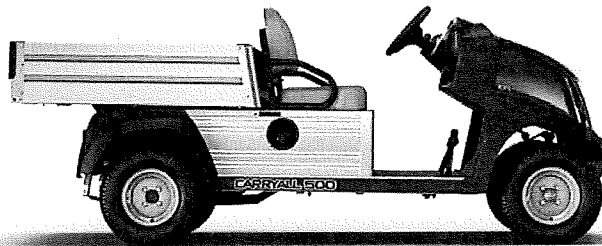
2018 Carryall 500 Gas Utility Vehicle

- 14 hp Subaru Electronic Fuel Injected Gas, Pedal-start Engine
- Rugged, Rustproof Aluminum Frame, Chassis and Cargo Box
- Manual Tilt bed – 48.3" x 49.8" x 10.9" – 800 lb Load Cap
- 1,500 lb Total Vehicle Capacity
- 4-Wheel Brakes
- Trailer Hitch
- 20", 6-ply, Premium Tread Front/Extra-Traction Tread Rear Tires
- Ground Clearance (differential) 5.2"
- Self-adjusting Rack and Pinion Steering
- Electronic Fuel Gauge/Hour Meter
- 15 mph Maximum Speed
- Rear Differential Guard
- Headlights
- Low-Oil Warning Light

Warranty: 3-year/3000 hour limited powertrain/frame, 2-year limited remaining vehicle

Selected Options:

Canopy & Windshield



play to win

2018 Carryall 500 Electric Utility Vehicle

- 500 amp IQ Plus Drive System
- 8 – 6Volt Battery System
- On-Board High Frequency Charger with 15 Ft Retractable Cord
- 4-Wheel Brakes
- Rugged, Rustproof Aluminum Frame, Chassis and Cargo Box
- Manual Tilt bed – 48.3” x 49.8” x 10.9” – 800 lb Load Cap
- 1,500 lb Total Vehicle Capacity
- Trailer Hitch
- 20”, 6-ply, Premium Tread Front/Extra-Traction Tread Rear Tires
- Ground Clearance (differential) 5.2”
- Self-adjusting Rack and Pinion Steering
- Electronic Fuel Gauge/Hour Meter
- 15 mph Maximum Speed
- Rear Differential Guard
- Headlights
- Warranty: 4-Year Limited Battery Warranty; 3-year limited powertrain/frame, 2-year limited remaining vehicle

Selected Options:

Canopy & Windshield



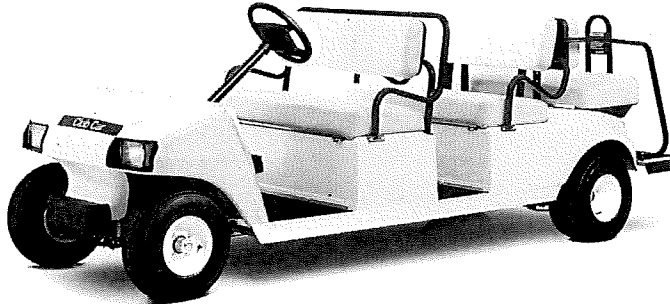
play to win

2018 Carryall 300 Gas Utility Vehicle

14 HP Subaru, 4-cycle EFI engine
Headlights:(2) 37.5 watt Halogen
Fuel Capacity: 4.6 gallons
Suspension: Independent leaf springs with dual hydraulic shocks
Body: ArmorFlex with clearcoat
Tires: 20x10-10, 6-ply rated
Cargo Box: 37 x 47.5 x 10.5"
Ground Clearance: 5.6 inches
Bed Load Capacity: 300 lbs.
Warranty: 3-year/3000 hour limited powertrain/frame, 2-year
limited remaining vehicle
Brakes: Rear mechanical drum

Driving Range Accessories & Options (included in quote):

Range picker package (premium tires, range cab, heavy duty front suspension, limited slip differential, cargo box, differential guard, and ball picker adapter kit)



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2018 Villager 6 Electric Passenger Vehicle

- 48 Volt Drive System with IQ Plus
- 8 – 6Volt Batteries with On-Board High Frequency Charger
- Headlights, Taillights, Brake Lights, Horn
- Rugged, Rustproof Aluminum Frame
- Ground Clearance (differential) 5.2”
- Self-adjusting Rack and Pinion Steering
- Battery Capacity Indicator
- 3-Year Limited Warranty on Drive Train
- 4-Year Limited Battery Warranty

Additional Accessories Included:

- Canopy
- Windshield

12/28/17

FINANCIAL INFORMATION
For
CITY OF ARVADA GOLF COURSES
WEST WOODS
LAKE ARBOR



play to win

158 – 2018 Club Car Precedent i2 Electric Golf Cars

2 – Villager 4 Electric Passenger Vehicles

5 – 2018 Café Express Beverage Carts

3 – 2018 Carryall 500 Gas Utility Cars

2 – 2018 Carryall 500 Electric Utility Cars

2 – 2018 Carryall 300 Gas Driving Range Pickers

1 – Villager 6 Electric Passenger Vehicle

4-Year Municipal Lease with a Balloon Payment of \$250,000

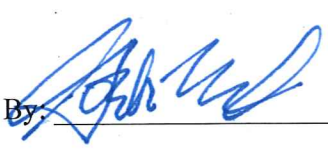
Annual Payment Due April 1st in years 2018 – 2021 @ \$180,591.12.00/payment

In these scenarios, Colorado Golf & Turf will make the Balloon Payment on behalf on the City, and will take possession of all the vehicles at that time.

Lease Payments are derived from U.S. Communities contract pricing plus an additional Distributor discount from Colorado Golf & Turf.

Delivery on or about February 28, 2018.

The above payments do not include any applicable state or local sales or use taxes. This quote is good for 30 days. Lease is subject to credit approval.

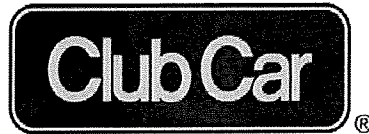
Accepted By: 

Title:

*Director, Parks, Golf
& Hospitality*

Date:

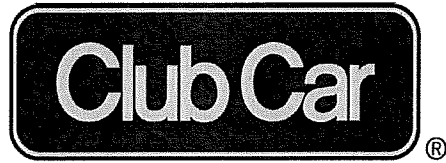
1.25.18



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OTHER CONSIDERATIONS

- With the most Service Technicians and by far the largest inventory of parts for golf cars in the region, Colorado Golf & Turf, Inc. is equipped to provide you the very best service.
- Colorado Golf & Turf, Inc. offers on-site training for your personnel on the necessary routine maintenance procedures for your new Club Car Fleet. This will include setting up maintenance records for each car. This can be invaluable for liability purposes.
- **Club Car** has been one of the most respected names in the golf industry for more than half a century. The company's dependable and efficient Precedent golf cars and Carryall Turf utility vehicles are integral to the successful operations of thousands of courses in the U.S. and around the world. The world's largest manufacturer of electric vehicles is also recognized as an innovation leader. The Visage Mobile Golf Information System is the latest in a long line of technical advances that improve the golfer's experience as well as help courses operate more efficiently. The Augusta, Ga.-based company, a division of Ingersoll Rand, is equally respected for the support it provides the game's leading associations and organizations, including the PGA of America, the NGCOA, EGCOA, GCSAA, CMAA, The First Tee and the Executive Women's Golf Association.



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COLORADO GOLF & TURF, INC.

**IS LOOKING FORWARD TO BEING A
SOLUTIONS PROVIDER FOR**

City of Arvada Golf Courses

11757 S. Wadsworth Blvd.
Littleton, CO 80125
303-761-3332

EXHIBIT "2" - Page 1 of 15
MUNICIPAL LEASE AGREEMENT

THIS LEASE made this 6th day of Dec 2017, by and between **Exchange Bank** ("Lessor") and **City of Arvada Colorado** ("Lessee").

1. LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor all machinery, equipment and other property (collectively the "Equipment" and individually an "Item of Equipment") described in (a) the schedule executed by the parties concurrently herewith and made a part hereof, and (b) any schedule or schedules hereinafter executed by the parties hereto and made a part hereof (collectively the "Schedules" and individually a "Schedule").

2. TERM, TERMINATION AND NONAPPROPRIATION.

(a) The initial term of the Lease with respect to each Item of Equipment shall commence on the date which is set out on the Schedule for that Item of Equipment (the "Commencement Date") and shall terminate on the last day of Lessee's current fiscal year (the "Initial Term"). The Lease term will be automatically renewed at the end of the Initial Term and any subsequent fiscal year for an additional one year period (each, a "Renewal Term"), unless it is terminated as the result of nonappropriation of funds by Lessee, pursuant to Section 2(c) hereof. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the rental payments shall be as provided in the Schedule.

(b) The Lease Term will terminate upon the earliest of any of the following events:

(i) The expiration of the Initial Term or any Renewal Term of this Lease and the nonrenewal of this Lease in the event of nonappropriation of funds pursuant to Section 2(c) hereof

(ii) A default by Lessee and Lessor's election to terminate the Lease under Section 20 hereof,

or

(iii) The payment by Lessee of all rent required to be paid by Lessee hereunder for the Equipment.

(c) In the event sufficient funds shall not be appropriated for the payment of the rent required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for rent from other sources, then Lessee may terminate this Lease at the end of the then current Initial Term or Renewal Term, and Lessee shall not be obligated to make payment of the rent provided for in the Schedule of this Lease beyond the then current Initial Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination of Lease at least 60 days prior to the end of the then current Initial Term or Renewal Term.

(d) Lessee intends, subject to the provisions of Section 2(c) hereof, to continue the Lease Term through the Initial Term and all Renewal Terms and to pay the rent during the Initial Term and each of the Renewal Terms, provided that lawful appropriations therefor can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the rent payments may be made, including making provision for such rent payments to the extent necessary in each fiscal year budget submitted and adopted in accordance with the applicable provisions of state law, to have such portion of the budget approved.

3. RENEWAL OPTION. Lessee shall have the option to renew this Lease for a renewal term following the end of the Lease Term as to all Items of Equipment listed on a Schedule, but not less than all of such Equipment, for the term and on conditions acceptable to Lessor. Lessee must give Lessor written notice of its intention to request this option not less than sixty (60) days before expiration of the Lease Term with respect to such Items of Equipment.

4. RENT.

(a) The rent for each Item of Equipment shall be that amount designated in the applicable Schedule and shall be payable in ADVANCE in amounts and at the time and place as set forth in the Schedule, or to such other person, or at such other place as Lessor may from time to time designate in writing.

(b) Lessor and Lessee understand that and intend that the obligation of the Lessee to pay rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

(c) Lessee shall pay rent, exclusively from legally available funds, in lawful money of the United States of America to Lessor, or in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Schedule hereto. The payment of rent shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due.

(d) Lessee shall have the right to prepay, in part or in whole, the rent due under the Lease.

EXHIBIT "2" - Page 2 of 15

5. NET LEASE; OBLIGATION TO PAY RENT UNCONDITIONAL. This is a net lease. All rent and other sums payable by Lessee shall be paid promptly when due without notice or demand of any character. Lessee's obligation for the payment of rent hereunder is and shall be absolute and unconditional and shall not be subject to any reduction, offset, counter-claim, abatement, suspension, deferment or diminution for any reason whatsoever, including without limitation any destruction or damage to the Equipment, specifically excluding any such limitation or interference arising out of defect in Lessor's title to the Equipment, (whether similar or dissimilar to those enumerated) which prevents the Lessee from using, possessing or enjoying the Equipment. Lessee waives (a) any and all existing and future claims and offsets against rent or other payments due to Lessor under this Lease, (b) all rights now or hereafter conferred by statute or otherwise to terminate or surrender this Lease or the Equipment or any component of the Equipment, and (c) any abatement, suspension, deferment, diminution or reduction of any rent or other sums payable hereunder on account of any such occurrence. Prepayment shall not reduce the amount due under the lease unless agreed by Lessor. Notwithstanding anything in this paragraph to the contrary, in the event the Equipment is subject to product recall and /or is suspended or terminated from service as a result of a product defect for that period. But shall, then in that event, the rent shall abate be prorated for the time of non-service and/or number of units rendered un-useable as a result of the above stated reasons.

6. LESSEE'S INSPECTION; CONCLUSIVE PRESUMPTIONS. Lessee shall inspect each Item of Equipment within forty-eight (48) hours after receipt thereof. Unless Lessee within such period of time gives written notice to Lessor specifying any defect in or other proper objection to the Equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that (a) Lessee has received and has fully inspected the Equipment, (b) Lessee has acknowledged that the Equipment is in good condition and repair, and (c) Lessee is satisfied with and has accepted the Equipment in such good condition and repair and as satisfactory in all respects for the purposes of this Lease.

If Lessor so requests Lessee shall furnish Lessor a written statement (1) setting forth the matters stated in clauses la)," (b)," and "(c)," and (2) approving the contract or invoice for such Equipment, and (3) requesting Lessor to pay Vendor the purchase price thereof.

7. USES AND LOCATION.

(a) Lessee shall use the Equipment in a careful and proper manner, only in the normal and ordinary course of Lessee's business, and Lessee shall comply with, and shall use the Equipment in accordance with, (1) any and all state, federal, and local laws, rules, regulations, statutes and ordinances applicable to Lessor and/or Lessee relating to the use, possession, operation, licensing, registration, maintenance or inspection of the Equipment, (2) insurance policies in effect, if any, with respect to the Equipment, (3) warranties of any and all vendors and manufacturers with respect to the Equipment or any component thereof, and (4) operating instructions furnished by any and all manufacturers, vendors and other suppliers of the Equipment.

(b) Lessor shall have the right to inspect the Equipment and observe its use during normal business hours and any other reasonable time and to enter into and upon the premises where the Equipment may be located for such purpose and Lessor shall maintain legal possession of each item of Equipment. Lessee shall not remove any item of Equipment from its location without notice to Lessor by first class mail or by facsimile of the intent to utilize the equipment at another described location provided by Lessee, as shown on the Schedule for that item of Equipment. Lessee shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment and, whenever requested by Lessor, shall advise Lessor of the exact location of each item of Equipment.

(c) Lessor agrees that Lessee may quietly use, enjoy use of the Equipment subject to, and so long as Lessee complies with, all of the terms and conditions of this lease.

8. TITLE AND RETURN.

(a) The Equipment is, and at all times shall remain, the sole and exclusive property of Lessor, and the delivery of the Equipment to the Lessee and Lessee's possession thereof shall constitute a bailment. Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

(b) Upon the expiration of the Initial Term and all Renewal Terms with respect to one or more Items of Equipment, provided that Lessee has fully and faithfully performed all of the terms, conditions and provisions of this Lease (including, without limitation, all Schedules with respect to such Item or Items of Equipment) with respect to such Item or Items of Equipment, and also provided that there has been no Casualty Occurrence (as defined in Section 14 below) to such Item or Items of Equipment and no Event of Default has occurred and is continuing, title to and such Item or Items of Equipment shall automatically transfer from Lessor to Lessee without requirement of further act or deed. Without limiting the generality of the foregoing, title to such Item or Items of Equipment shall NOT transfer from Lessor to Lessee at any time during which any Event of Default, or any act, occurrence or thing which would constitute an Event of Default with the giving of notice and/or the passage of any time or period or opportunity for cure, shall have occurred and be continuing. Any transfer of title under this paragraph shall be WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR THE CONDITION OF THE EQUIPMENT OR ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND SHALL BE A TRANSFER "AS IS". LESSOR'S ONLY WARRANTY OF TITLE TO SUCH

ITEM OR ITEMS OF EQUIPMENT WILL BE THAT SUCH ITEM OR ITEMS OF EQUIPMENT AS WAS CONVEYED TO LESSOR BY LESSOR'S PREDECESSOR IN TITLE, AND THAT SUCH TITLE IS FREE FROM LIENS AND ENCUMBRANCES THAT AROSE FROM AN ACT OR OMISSION OF LESSOR OTHER THAN A CLAIM OF ANY PERSON OR ENTITY BY WAY OF INFRINGEMENT OR THE LIKE. SUCH TRANSFER OF TITLE WILL BE WITHOUT ANY OTHER WARRANTY BY LESSOR WITH RESPECT TO TITLE TO SUCH EQUIPMENT. The provisions of this paragraph are intended to be a complete exclusion and negation of any express or implied warranty by Lessor with respect to such Item or Items of Equipment, whether arising under the Uniform Commercial Code or any other law now or hereafter in effect, or otherwise, except the limited warranty of Lessor with respect to title to such Item or Items of Equipment as set forth above and only as set forth above.

9. MARKINGS If at any time during the term hereof, Lessor supplies Lessee with labels, plates or other marking, stating that the Equipment is owned by Lessor, Lessee shall affix such marking to and keep them on a permanent and visibly unobtrusive place on the Equipment. Lessee shall not allow the name of any person, association or corporation to be placed on any Item of Equipment as a designation that might be interpreted as a claim of ownership, provided that Lessee may cause any Item of Equipment to be lettered with Lessee's corporate name and/or corporate symbol, if applicable, as an appropriate and convenient way to identify Lessee's interests, under this Lease. Nothing contained in this paragraph is intended to, nor shall prohibit the use of advertising and/or sponsorship designations of public or private entities on the Equipment by using the appropriate plaque card area for said advertising and/or sponsorship; so long as these markings do not provide indices of ownership contrary to actual and contractual facts.

10. MAINTENANCE AND REPAIRS. Lessee, at its own cost and expense, shall (a) maintain and keep the Equipment and all components thereof in good repair, condition and working order and in good condition as to appearance and mechanical performance, ordinary wear and tear from authorized use excepted, (b) make all reasonable and necessary repairs, (c) purchase replacements for and replace worn or defective components of the Equipment, so as to keep the Equipment in good mechanical and working order, and (d) cause the Equipment and all components thereof to meet the applicable standards of any applicable governmental agency with jurisdiction over Lessor, Lessee or the Equipment whether or not such requirements, by their terms, are normally imposed upon Lessee. Lessee shall pay for any and all replacement parts and components required by this section, and all such replacement parts and components shall be free and clear of all liens and encumbrances. Title to all such replacement parts and components shall immediately pass to Lessor upon installation thereof.

11. ALTERATIONS. Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the Equipment, except that Lessee shall make any and all alterations and additions to the Equipment that are required by any governmental authority having relevant jurisdiction, if such alterations or additions are required to comply with health, safety or environmental standards. All additions and improvements of whatsoever kind or nature made to the Equipment shall belong to and become the property of Lessor upon the expiration, or earlier termination of this Lease. Nothing contained in this paragraph is intended to, nor shall prohibit the use of advertising and/or sponsorship designations of public or private entities on the Equipment by using the appropriate plaque card area for said advertising and/or sponsorship; so long as these markings do not provide indices of ownership contrary to actual and contractual facts.

12. NO WARRANTIES BY LESSOR. LESSEE HAS SELECTED BOTH (A) THE EQUIPMENT AND (B) THE PERSON OR ENTITY FROM WHOM LESSOR IS TO ACQUIRE THE EQUIPMENT OR THE RIGHT TO POSSESSION AND USE OF THE EQUIPMENT (THE "VENDOR"). LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR THE CONDITION OF THE EQUIPMENT OR ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND, AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS-IS". LESSOR HAS ONLY THE TITLE TO THE EQUIPMENT THAT WAS CONVEYED TO LESSOR BY LESSOR'S PREDECESSOR IN TITLE, AND THAT TITLE IS FREE FROM LIENS AND ENCUMBRANCES THAT AROSE FROM AN ACT OR OMISSION OF LESSOR OTHER THAN A CLAIM OF ANY PERSON OR ENTITY BY WAY OF INFRINGEMENT OR THE LIKE. LESSOR MAKES NO OTHER WARRANTY WITH RESPECT TO TITLE TO THE EQUIPMENT. IF ANY ITEM OF EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE VENDOR AND/OR THE MANUFACTURER, OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST SUCH VENDOR AND/OR MANUFACTURER AND SHALL, NEVERTHELESS, PAY LESSOR ALL RENTS PAYABLE UNDER THIS LEASE. LESSOR HEREBY AGREES TO ASSIGN TO LESSEE, SOLELY FOR THE PURPOSE OF MAKING AND PROSECUTING ANY SUCH CLAIM, ALL OF THE RIGHTS WHICH LESSOR HAS AGAINST SUCH VENDOR AND/OR THE MANUFACTURER FOR BREACH OF WARRANTY OR OTHER REPRESENTATION REPRESENTING THE EQUIPMENT. LESSEE'S OBLIGATION TO PAY RENTALS UNDER THIS LEASE IS IRREVOCABLE, ABSOLUTE, UNCONDITIONAL, AND INDEPENDENT OF LESSOR'S OBLIGATIONS UNDER THIS LEASE, AND SHALL NOT BE SUBJECT TO ANY REDUCTION, OFFSET OR COUNTERCLAIM. LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES INCURRED BY LESSEE AS A RESULT OF ANY BREACH OF WARRANTY OR REPRESENTATION WITH RESPECT TO THE EQUIPMENT AND LESSOR SHALL NOT BE LIABLE TO LESSEE FOR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY INTERRUPTION IN LESSEE'S BUSINESS OCCASIONED BY LESSEE'S INABILITY TO USE THE EQUIPMENT, FOR ANY REASON WHATSOEVER. THE PROVISIONS OF THIS PARAGRAPH ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY EXPRESS OR IMPLIED WARRANTIES BY LESSOR WITH RESPECT TO THE EQUIPMENT, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR UNDER ANY OTHER LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE EXCEPT THE LIMITED WARRANTY OF THE LESSOR WITH RESPECT TO THE TITLE TO THE EQUIPMENT, SET FORTH ABOVE.

13. INSURANCE. Lessor and Lessee understand and agree that Lessee, is a public entity which is self-insured. Lessee hereby agrees Lessee shall provide, maintain and pay Lessor for all losses or theft of or damage to the Equipment, in the amount of the casualty payment determined pursuant to paragraph 14. Additionally, Lessee, as a self-insured public entity hereby agrees that it shall maintain its self-insurance fund for public liability and property damage in amounts and limits of, the Colorado Governmental Immunity Act, Colo. Rev. Stat. 24-10-101, et, seq. Except for cases of products liability and/ or defect in title of Lessor, Lessee hereby agrees to defend and pay damages, claims and judgments as a result of Lessee's lease of and/ or use of the Equipment during the intended term and all renewal terms of this Lease.

14. CASUALTY. For the purposes of this Lease, "Casualty Occurrence" shall mean any of the following events:

(a) Except for product recall, product defects and/or title defects, Equipment or any Item of Equipment no longer operates in the manner and for the purposes originally contemplated, and it is not made to so operate by repairs or installation of replacement parts in accordance with paragraph 10 of this Lease within 60 days from the time it ceased to operate.

(b) Any Item of Equipment is requisitioned, condemned or taken over by any governmental authority under the power of eminent domain or otherwise for a definite period which exceeds the then remaining Lease Term, or for any indefinite period of time.

(c) Any Item of Equipment suffers damage which, in the good faith judgement of the Lessor, using commercially reasonable adjusting principles, would require the expenditure of an amount equal to or greater than fifty percent of Lessor's cost of that Item of Equipment (as shown on the Schedule for that Item) to repair or restore it to its condition and operating capacity immediately prior to suffering such damage.

(d) Any Item of Equipment is lost, stolen or commandeered.

15. CASUALTY PAYMENT. If any Item of Equipment shall suffer a Casualty Occurrence, Lessee shall promptly and fully inform Lessor with respect thereto. Lessee shall pay to Lessor, on the first date that any installment of rent for that Item becomes due after the giving of such notice, an amount (a "Casualty Payment") equal to the sum of (a) the Stipulated Loss Value (defined below) calculated as provided in this Section 15, for that Item of Equipment, computed as of the date the Casualty Payment is due, plus (b) all installments of rent then due in connection with that Item as of the date of such Casualty Payment, plus (c) any and all of the other payments due to Lessor under this Lease as of the date of such Casualty Payment with respect to that Item. Upon tender of the Casualty Payment, this Lease shall terminate with respect to the Item of Equipment for which the Casualty Payment was made, and Lessee and/or Lessee's insurer shall become entitled to such Item of Equipment, for salvage purposes, in such Item's then condition and location, AS-IS-WHERE-IS, WITHOUT ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. For purposes of this Section 15, "Stipulated Loss Value" shall be determined through the following three steps: First step -- the "Affected Equipment Percentage" shall be determined by dividing (1) the total cost to the Lessor to acquire the Equipment suffering the Casualty Occurrence by (2) the Lessor's Cost of all Equipment. Second step -- the "Unrecovered Investment" shall be determined by adding the Lessor's assumed residual value for all of the Equipment plus the principal remaining for all of the Equipment as shown on the applicable Schedule. Third step -- the "Stipulated Loss Value" shall be the amount determined by multiplying the Affected Equipment Percentage times the Lessor's Unrecovered Investment, and then adding to that amount any and all taxes arising out of or in connection with the Casualty Occurrence and/or the transfer of the Item of Equipment for salvage purposes. LESSOR'S DETERMINATION OF THE STIPULATED LOSS VALUE AND THE RESULTING CASUALTY PAYMENT SHALL BE BINDING AND CONCLUSIVE UPON LESSEE.

16. TAXES AND GENERAL COVENANTS.

(a) To the extent required by law, Lessee shall prepare and file all personal property tax returns and shall pay when due any and all sales, use, property and excise taxes, license and registration fees, ad valorem taxes and assessments, charges (except for taxes based on Lessor's net income), however

designated, now or hereafter imposed by any governmental entity, whether based upon the rent or the Equipment or the purchase, delivery, ownership, leasing, use, possession or return thereof by Lessee. If Lessee shall fail to pay any such taxes, fees, assessments, charges or other duties when due, Lessor may, but is not obligated to, pay such amounts. Lessee shall promptly reimburse Lessor for any and all such amounts paid by Lessor, and the failure of Lessee to reimburse Lessor promptly shall constitute an Event of Default hereunder.

(b) Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances.

(c) Upon request by Lessor, Lessee shall furnish to Lessor a balance sheet of Lessee and the related statement of operations, changes in financial position and profit and loss, showing sources and uses of income for such fiscal year, all in reasonable detail and stating in comparative form the figures as of the end of the fiscal year and for the previous corresponding period. If requested by Lessor, such financial statements shall be audited, or certified by an independent certified public accountant satisfactory to Lessor, accompanied by an opinion (in form and substance satisfactory to Lessor) of such public accountant, and must be signed by an appropriately authorized official of Lessee.

17. REPRESENTATIONS AND WARRANTIES OF THE LESSEE. The Lessee represents and warrants as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the constitution and the laws of the state in which it is located.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) Lessee is authorized under the constitution and laws of the state in which it is located to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Lease under the terms and provisions of the resolution of its governing body, by appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to insure the enforceability of this Lease, and Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the equipment hereunder. Lessee shall cause to be executed and delivered to Lessor the Incumbency Certificate, substantially in the form attached hereto as Exhibit A, and an opinion of counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) The Equipment will have a useful life in the hands of the Lessee that is in excess of the Initial Term and all Renewal Terms.

(g) The Lease has been duly authorized, executed and delivered by the Lessee and is a legal, valid and binding obligation of the Lessee, enforceable against the Lessee in accordance with its terms.

(h) The Lessee's execution and delivery of this Lease and the performance of its obligations hereunder will not be inconsistent with the Lessee's enabling legislation, do not and will not contravene any law, governmental rule or regulation, judgment or order applicable to the Lessee, and do not and will not contravene any provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which the Lessee is a party or by which it is bound.

(i) Neither the consent of or approval of, nor the giving of notice to, registration with or taking of any action with respect of or by, any federal, state or local governmental agency or instrumentalities required with respect to the Lessee's execution, delivery and performance of this Lease.

(j) Lessee shall cause the Form 8038G to be timely filed with the Internal Revenue Service. An example of Form 8038G, and the instructions therefor, are attached hereto as Exhibit E.

(k) Lessee shall execute and deliver to Lessor the Acceptance Certificate, substantially in the form attached hereto as Exhibit F, for all Items of Equipment subject to the Lease.

(l) Lessee shall execute and deliver to Lessor a completed UCC-1, substantially in the form attached hereto as Exhibit G.

18. EVENT OF DEFAULT. The occurrence of any of the following events (each of them, an "Event of Default") shall constitute a default under this Lease:

(a) Failure of Lessee to pay any installment of rent or any other sum required by this Lease to be paid by Lessee within ten (10) consecutive calendar days after such payment first became due.

(b) Failure of Lessee to observe, perform or comply with any term, obligation, covenant or condition contained in this Lease or any Schedule (other than an obligation referred to in subparagraph (a) above) and the expiration of the applicable cure period, if any, with respect to that failure.

(c) Any attempted sale or encumbrance or any unpermitted sublease by Lessee of the Equipment or any Item of Equipment, or any unpermitted assignment by Lessee of this Lease.

(d) The Equipment or any Item of Equipment shall become an accession of goods not subject to this Lease

(e) Failure of Lessee to contest a levy, seizure, attachment, lien or encumbrance known to Lessee and asserted against the Equipment or any Item of Equipment.

(f) Failure to maintain any insurance required under Section 13 of this Lease.

(g) Lessee ceases to do business as a going concern.

(h) Lessee shall (i) be generally not paying its debts as they become due, (ii) admit Lessee's inability to pay Lessee's debts generally as they become due, (iii) be insolvent, either in that Lessee's liabilities exceed Lessee's assets or in that Lessee is unable to pay Lessee's debts as they become due, (iv) make a general assignment for the benefit of creditors, (v) file a petition in bankruptcy, or admit (by answer, default or otherwise) the material allegations of any petition in bankruptcy filed against it under the federal bankruptcy Laws (as in effect on the date of this Lease or as they may be amended from time to time), or under any other law for the relief of debtors or for the discharge, arrangement or compromise of debtors' debts, or (vi) consent to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequester or other official with similar powers over Lessee or a substantial part of its assets.

(i) the dissolution, liquidation and/or termination of the Lessee.

(j) A petition shall be filed against Lessee in proceedings under the federal bankruptcy laws (as in effect at the date of the Lease, or as they be amended from time to time), or under any other laws for the relief of debtors or for the discharge, arrangement or compromise of debtors' debts, or any order shall be rendered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of Lessee or of all or part of Lessee's assets, and such petition or order is not dismissed or stayed within sixty (60) consecutive calendar days after entry thereof.

(k) Lessee's wrongful rejection or revocation of acceptance of the Equipment or any Item thereof.

(l) Lessee's repudiation of any term or provision of this Lease.

(m) Any Equipment should become the subject matter of litigation which, in Lessor's opinion, might result in substantial impairment or loss of Lessor's rights under this Lease or with respect to such Equipment.

(n) Any other default provided by law.

The foregoing provisions of this Section 19 are subject to the provisions of Section 2(c) hereof, with respect to nonappropriation.

19. REMEDIES.

(a) Subject to the terms of paragraph 2 of this Agreement, whenever any Event of Default referred to in Section 19 hereof shall have happened and be continuing, Lessee agrees to return the Equipment to Lessor and Lessor shall have the right and sole option without any further demand or notice, to take either one or both the following remedial steps:

(1) Declare the entire amount of all rent under the Lease (including, by way of illustration and not by way of limitation, installments of rent which would otherwise become due after the Event of Default) and any and all other amounts set forth in any Schedule hereto, if any, remaining to be paid or coming due within the Initial Term of the then-current Renewal Term to be due and payable immediately.

(2) Terminate this Lease as to any or all Items of Equipment, whereupon all rights of Lessee to the use of that Equipment shall absolutely cease and terminate, but Lessee shall remain liable for all of Lessee's obligations remaining to be paid or coming due within the Initial Term or the then-current Renewal Term. Any such termination shall occur only by written notice by Lessor to Lessee. Any such termination shall not impair Lessor's right to exercise the other remedies set out herein.

(3) Take possession of the Equipment immediately and wherever found, and for this purpose Lessee consents to Lessor's entry upon any premises of Lessee.

(4) Require Lessee, at Lessee's own expense, promptly to assemble any or all of the Equipment and deliver such Equipment to Lessor in accordance with this Lease.

EXHIBIT "2" - Page 7 of 15

(5) Sell the Equipment or any portion or Item thereof, with or without taking possession of it, at public auction or private sale, at such time and upon such terms as Lessor may determine, free and clear of any and all rights of Lessee, without any requirement that Lessor give any notice of such sale and/or act in a commercially reasonable manner.

(6) Lease the Equipment or any portion or Item thereof, with or without taking possession of it, for such period and rental, to such persons or entities, and upon such other terms and conditions, as Lessor may elect, without any requirement that Lessor give any notice of such lease and/or act in a commercially reasonable manner in Lessor's sole discretion.

(7) Recover from Lessee any and all expenses paid or incurred by or on behalf of Lessor in the pursuit and enforcement of Lessor's rights under this Lease, including, without limitation, Lessor's reasonable attorney's fees, legal expenses, Lessor's own reasonable administrative costs and any other costs incurred in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, or any portion or Item thereof

(8) Proceed by appropriate action to enforce the Lessee's obligations under this Lease and to recover damages for Lessee's breach of this Lease, including, without limitation, any and all losses and damages that Lessor may have suffered or may suffer as a result of the Event of Default, provided that losses and damages for lost rent shall not exceed the amount of rent due for the Initial Term or the then-current Renewal Term in which the Event of Default occurs.

(9) Withhold delivery of any Equipment not already delivered to Lessee.

(10) Stop delivery to Lessee of any Equipment held by any bailee.

(11) Pursue any other remedy at law or in equity.

20. LESSOR'S EXPENSES. Lessee shall pay Lessor all costs and expenses, including, but not limited to, reasonable attorney's fees and court costs, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof

21. ASSIGNMENT.

(a) Except for rental and use of the Equipment in Lessee's usual and ordinary course of business, including use of the Equipment by other governmental entities and/or events in which the City is a sponsor, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT (1) ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE, THE EQUIPMENT OR ANY ITEMS THEREOF, OR ANY INTEREST THEREIN, OR (2) SUBLET OR LEND THE EQUIPMENT OR ANY ITEMS THEREOF, OR PERMIT THE EQUIPMENT OR ANY ITEMS THEREOF TO BE USED BY ANYONE OTHER THAN LESSEE OR LESSEE'S EMPLOYEES. Consent to any one of the foregoing acts applies only in the given instance and is not a consent to any subsequent like acts by Lessee or any other person or entity.

(b) Lessee's interest herein may not be assigned or transferred by operation of law.

(c) Lessor may assign this Lease or mortgage the equipment or both in whole or in part, without notice to Lessee. If said Lease is assigned, assignee assumes all rights and obligations of the terms and conditions of this lease. Notwithstanding any such assignments, Lessor agrees that Lessee may quietly enjoy use of the equipment subject to, and so long as Lessee complies with, all other terms and conditions of this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, obligatees, personal representatives, successors and assigns of the parties hereto.

22. PERSONAL PROPERTY. The Equipment is, and at all times shall be and remain, personal property notwithstanding that the Equipment or any Item thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any improvement thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise and not withstanding the provisions of any lease, mortgage or other instrument affecting any such real property. At Lessee's sole cost and expense, Lessee shall take all actions that may be necessary or desirable to cause the Equipment and each component thereof to retain its character as personal property.

23. LATE CHARGES. If Lessee fails to pay any installment of rent or any other sum to be paid by Lessee to Lessor within ten (10) days after the due date thereof, Lessee shall pay Lessor a late charge equal to (a) 5% of such installment as service charge, and (b) interest on such unpaid installment or other amount at an annual rate equal to the lesser of 17% per annum or the maximum contract rate fixed by law, computed from the date the installment first came due until it is paid in full.

24. NON-WAIVER. No covenant or condition of this Lease can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever, shall not constitute a waiver of the covenant or condition to be performed by Lessee to which such forbearance or indulgences may apply, and until complete performance by Lessee of such covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or by law or in equity despite said forbearance or indulgence.

25. ENTIRE AGREEMENT. This instrument, the Schedules and any annexes or supplements hereto which refer to this Lease and state that they become part hereof constitute the complete and exclusive statement of Lessor's and Lessee's agreement concerning the subject matter hereof, and shall not be amended, altered or changed except by written agreement signed by the parties.

26. NOTICES. Services of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address set forth at the foot hereof, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with first-class postage prepaid.

27. GENDER; NUMBER. Whenever the context of this Lease requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural; and whenever the word "Lessor" is used herein, it shall include all assignees of Lessor. If there is more than one Lessee named in this lease, the liability of each shall be joint and several.

28. TITLES. The titles to the paragraphs of this Lease are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

29. TIME. Time is of the essence of this Lease and each and all of its provisions.

30. GOVERNING LAW. The validity, construction and performance of this Lease shall be governed by the laws (including, without limitation, without regard to conflicts of law rules of the State of Colorado.

31. CONSENT TO JURISDICTION. Lessor acknowledges that location of the Equipment is at Lessee's principal place of business in Jefferson County, Colorado. Lessor and Lessee hereby consent and agree that Jefferson County, Colorado, District Court shall have jurisdiction over any legal action with respect to this Lease, any and all Schedules, Annexes, if any, the Equipment and any and all disputes with respect thereto. Lessee agrees that Lessee shall not file any action, or initiate any proceeding, in any other state, federal or other court of law or equity with respect to those matters; and if Lessee should file such claim or initiate such proceeding in violation of Lessee's agreement in this Section, Lessee agrees that Lessor may cause that action or proceeding to be dismissed.

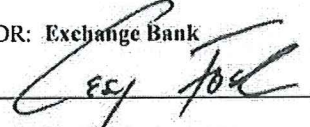
32. INCORPORATION BY REFERENCE. All Schedules, annexes or other attachments to this Lease are incorporated into this Lease as if set out in full at the first place in this Lease that references is made thereto.

33. FURTHER ASSURANCES. At Lessor's request, from time to time, Lessee shall sign financing assignments or other documents or instruments necessary to make public filings reflecting Lessor's ownership of and interest in the Equipment, and Lessee authorizes Lessor to make any such filings that Lessor may deem appropriate. Such filings and this provision are precautionary only and do not evidence any intention that this Lease create a security interest. In addition to the foregoing, Lessee shall provide to Lessor any confirmation and/or reaffirmation of the representations and warranties contained in this Lease from any legal counsel or certified public accountant acceptable to Lessor as Lessor may require.

34. ACKNOWLEDGMENT. Lessee acknowledges that it has received a copy of this Lease and an Schedules and Annexes thereto, as fully executed by the parties thereto. Lessee acknowledges that it (a) has READ THIS LEASE, SCHEDULES AND ANNEXES OR HAS CAUSED SUCH DOCUMENTS TO BE EXAMINED BY LESSEE'S REPRESENTATIVES OR ADVISORS; (b) is thoroughly familiar with the transactions contemplated in this Lease, Schedules and Annexes; and (c) together with Lessee's representatives or advisors, if any, has had the opportunity to ask such questions to representatives of Lessor, and receive answers thereto, concerning the terms and conditions of the transactions contemplated in this Lease, Schedules and Annexes as Lessee deems necessary in connection with Lessee's decision to enter into this Lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first written above.

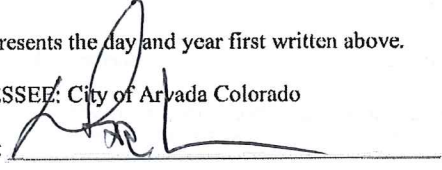
LESSOR: Exchange Bank

By: 

Title: Assistant Vice President

Address: 3110 2nd Ave / PO Box 397
Kearney, NE 68848-0397

LESSEE: City of Arvada Colorado

by: 

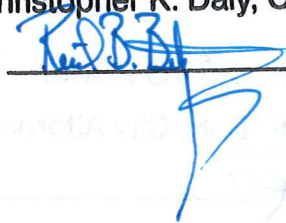
Title: Mayor

Address: 8101 Ralston Road
Arvada, CO 80001-8101



APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

By: 

SCHEDULE

DESCRIPTION OF EQUIPMENT AND SCHEDULE OF RENT PAYMENTS

1. The Equipment which is the subject of the attached Municipal Lease Agreement is as follows:

158 – 2018 Club Car Precedent Model i2 Electric Golf Cars
5 – 2018 Club Car Café Express Units
3 – 20018 Club Car Carryall 500 Gas
2 – 2018 Club Car Carryall 500 Electric
2 – 2018 Club Car 300 Driving Range Units
2 – 2018 Club Car Villager 4 Electric
1 – 2018 Club Car Villager 6 Electric
Serial #'s: TBD

together with all additions, accessions and replacements thereto.

2. The Commencement Date of the Lease with respect to the Equipment is: **February 28, 2018**. The Initial Term of the Lease ends on **April 1, 2022**.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Municipal Lease Agreement.

LESSEE: City of Arvada Colorado

By: _____

Title: Mayor

Date: 1/22/18



LOCATION OF THE EQUIPMENT: West Woods and Lake Arbor Golf Courses, Arvada, CO

APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

By: _____

SCHEDULE OF RENT PAYMENTS

**4 Annual Payments in the amount of \$180,591.12 each
due on the 1st day of April in years 2018, 2019, 2020, and 2021.
Final Balloon Payment of \$250,000.00 due on 4/01/2022**

EXHIBIT A

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting __City Manager of Arvada Colorado__, a political subdivision duly organized and existing under the laws of the Commonwealth of Colorado, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective name and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Municipal Lease Agreement dated 12/6, 2017, between such entity and Exchange Bank.

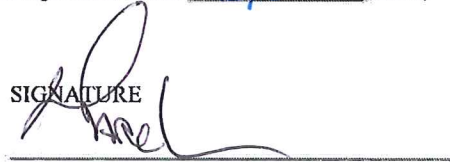
NAME

Marc Williams

TITLE

Mayor

SIGNATURE



1/22, 2018 IN WITNESS WHEREOF, I have duly executed this certificate and affixed and seal of such entity hereto this day of

Signature:

Name Printed:

Title:


Mark G. Deven
City Manager



APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

By: 

EXHIBIT B

**FORM OF LESSEE'S COUNSEL OPINION
(To be copied or typed on Counsel's Letterhead)**

As counsel for City of Arvada ("Lessee"), we have examined a duly executed original of the Municipal Lease Agreement dated as of 12/6/17, 2017 (the "Agreement"), between Lessee and ("Lessor") and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination of law and fact as we have deemed necessary or appropriate for purposes of the opinions set forth below, we are of the opinion that:

1. Lessee is a qualified governmental entity within the meaning of the internal Revenue Code of 1986, as amended (the "Code").
2. The interest component of the rental payments as set forth in the Schedule of Payments executed pursuant to the Agreement is exempt from Federal income tax under Section 103 of the Code, and from income and ad valorem taxes of the Commonwealth of Colorado.
3. The Agreement has been duly authorized, executed and delivered by Lessee pursuant to all necessary constitutional, statutory and governing body approvals.
4. The Agreement is a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.
5. Any applicable public bidding requirements have been met.
6. All requirements of Colorado law with respect to the Lease, including, but not limited to the Governmental Leasing Act have been complied with.
7. There are no pending actions or proceedings to which Lessee is a party, and there are no other pending or threatened actions or proceedings of which Lessee has knowledge, before any public body, court, arbitrator or administrative agency, which either individually or in the aggregate, would materially adversely affect the transaction contemplated by the Agreement or the ability of Lessee to perform its obligations under the Agreement, or question the validity of the Approval. Further, Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which, either individually or in the aggregate, would have the same such effect.
8. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
9. The Lease has been designated by the Lessee as a "qualified tax-exempt obligation" under Section 265(b)(3)(B) of the Code.

This opinion is for the sole benefit of, and may be relied upon only by, you and any permitted assignee or subassignee of Lessor under the Agreement.

APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

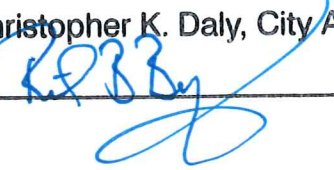
By: 

EXHIBIT F

ACCEPTANCE CERTIFICATE

No. 1

(Non-Escrow Fur

THIS ACCEPTANCE CERTIFICATE is issued pursuant to the certain Equipment Lease/Purchase Agreement dated 12/16/17, 2017 (the "Agreement") between Exchange Bank ("Lessor") and the below identified Lessee ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. The undersigned, as Lessee under the Agreement, acknowledges delivery, installation receipt in good condition and fully in compliance with the Agreement, and hereby accepts, all of the Equipment described on the attached Description of Equipment this 13th day of March, 2018.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. Lessee confirms that it will make all Rental Payments set forth on the Schedule of Payments attached hereto as required by and in accordance with Section 4 of the Agreement.
4. Lessee confirms that sufficient funds have been or will be appropriated to make all payments of rent due in subsequent years, subject to the provisions of Section 2(c) of the Agreement.
5. The Equipment is covered by insurance in the types and amounts required by the Agreement and is located at the location set forth in the attached description of Equipment.
6. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice of lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof
7. Lessee hereby authorized and directs Lessor to fund the acquisition cost of the Equipment by paying the Vendor(s) the invoice price(s) as set forth on the attached Description of Equipment, and certifies that upon such payment, Lessor will have fully and satisfactorily performed all of its covenants and obligations under the Agreement with respect to the Equipment.

Lessee: City of Arvada ColoradoBy: [Signature]Mayor Gold ManagerDate: 3/14/18

EXHIBIT C
ESSENTIAL USE LETTER

Reference is made to that certain Equipment Lease/Purchase Agreement, dated as of 12/16, 2017 (the "Agreement"). Between Exchange Bank, as Lessor and the undersigned, as Lessee. The Equipment, as such term is defined in the Agreement can generally be described as follows:

158 – 2018 Club Car Precedent Model i2 Electric Golf Cars
5 – 2018 Club Car Café Express Units
3 – 20018 Club Car Carryall 500 Gas
2 – 2018 Club Car Carryall 500 Electric
2 – 2018 Club Car 300 Driving Range Units
2 – 2018 Club Car Villager 4 Electric
1 – 2018 Club Car Villager 6 Electric
Serial #'s: TBD

This confirms and affirms that the Equipment is essential to the governmental functions of Lessee.

Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee. Specifically, the Equipment was selected by Lessee to be used as follows:

Lessee: City of Arvada Colorado

By: [Signature]

Mayor

Date: 1/22/18



APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

By: [Signature]

EXHIBIT B

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND COLORADO
GOLF AND TURF, INC. FOR LEASE OF GOLF CARS AND UTILITY VEHICLES AT
THE WEST WOODS GOLF CLUB AND THE LAKE ARBOR GOLF CLUB FINANCED
THROUGH EXCHANGE BANK**

2021 Budgetary Information



March 11, 2021

City of Arvada

On behalf of Colorado Golf & Turf, Inc. and Club Car, thank you for the opportunity to present budgetary information to the City of Arvada (Westwoods Golf Course and Lake Arbor Golf Course) for the 2021 season.

Colorado Golf & Turf, Inc. appreciates the opportunity to partner with the City of Arvada and will strive to continue to earn your business. Club Car takes pride in not only our products, but also our commitment to customer service and satisfaction. It is this combination of uncompromising quality, reliability, and service that has made Club Car one of the most respected companies in the golf industry for more than 60 years and a valued partner with thousands of facilities around the world.

If you have questions about any aspect of this budgetary information or if you would like to discuss additional ways we might meet your needs, please call me at (719)248-9513, or send an e-mail to andrew@cologolfandturf.com

Sincerely,



Andrew Hedrick



Proposal Information

Lead Acid Electric Golf Car Fleet

(158) 2021 Club Car Tempo Electric golf cars, equipped as follows:

- Standard body color
- Standard Monsoon canopy top
- Standard seats
- Dual Sand and Seed Bottles
- Hinged Fold Down Windshield
- Custom “Westwoods or Lake Arbor Golf Course” logo
- Information holder (windshield mount)

Carryall, Utility, and Multi-passenger Vehicles

- (6) 2021 Carryall 500 Gas Vehicles
- (2) 2021 Carryall 300 Gas Driving Range Vehicles – one at each facility
- (1) 2021 Villager 6 Passenger Electric Vehicle – Westwoods Golf Course
- (3) 2021 Villager 4 Passenger Electric Vehicles
- (2) 2021 Café Express Beverage Vehicles – Westwoods Golf Course
- (2) 2018 Café Express Beverage Vehicles – Lake Arbor Golf Course
- (4) 2013 Carryall Turf 2 Gas Vehicles – located at each facility
- (3) 2018 Carryall 500 Gas Vehicles – Westwoods Golf Course

2013 Turf 2's and the two 2018 Café Express will be fully serviced on behalf of Colorado Golf and Turf in the month of April 2021.



Proposal Pricing

Golf Car Fleet, Carryall's, and Utility Vehicles Lease Pricing

City of Arvada - Golf Car Fleet	# of Units	4 Year Lease
Lead Acid	158	\$ 194,534.83

Pace of Play Management and GPS

Tagmarshal Pricing - 4 Year Pricing	# of Units	Annual Per Unit	Annual Cost	4 Year - Per Unit	4 Year Total
Classic Tags for Walking Groups and Staff Vehicles	40	\$ 87.45	\$ 8,570.00	\$ 857.00	\$ 34,280.00
2Way GPS Fleet Car Screens	98	\$ 296.00	\$ 29,008.00	\$ 1,184.00	\$ 116,032.00
Totals	98				\$ 150,312.00



The above payments do not include any applicable state or local sales or use taxes.
Lease is subject to credit approval.



Thank You

Thank you for considering Colorado Golf & Turf, Inc. and Club Car for your fleet solutions provider at the City of Arvada (Westwoods Golf Course and Lake Arbor Golf Course).



COLORADO
GOLF & TURF

Club Car

Award Winning. Again.

BLACK & GOLD
Club Car

EXHIBIT C

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND COLORADO
GOLF AND TURF, INC. FOR LEASE OF GOLF CARS AND UTILITY VEHICLES AT
THE WEST WOODS GOLF CLUB AND THE LAKE ARBOR GOLF CLUB FINANCED
THROUGH EXCHANGE BANK**



Gail Walker <gwalker@arvada.org>

Fwd: Arvada Golf Cars

1 message

Whitney Smith <wsmith@arvada.org>

Wed, Feb 3, 2021 at 9:08 AM

To: Gail Walker <gwalker@arvada.org>

Hi Gail,
Here's the email I received from the vendor.
Thanks,
Whitney

----- Forwarded message -----

From: **Andrew Hedrick** <andrew@cologolfandturf.com>

Date: Mon, Jan 18, 2021 at 8:07 AM

Subject: RE: Arvada Golf Cars

To: Whitney Smith <wsmith@arvada.org>

Cc: Drew Hunter <drew@cologolfandturf.com>

Whitney

Good morning and thank you for reaching out. We proposed an opportunity/scenario for West Woods and Lake Arbor to secure new golf car fleets for 2021. Considering how busy the vast majority of golf courses were in 2020, I would be confident in saying that 2021 will be a similar year in terms of activity. If that is the case, there will most likely be cars in the fleet specifically at West Woods that will exceed the threshold for warranty coverage on the batteries. This provides a couple of items to consider and two of the more key considerations would be in the situation that a car goes down: service interruption on course when a car may run out of the charge and then the expense to replace the batteries.

In the event that single rider cars are required, encouraged, or golfers request to ride alone, that by itself puts limitations on golf car availability. Add the potential of cars going down on course or being out of use waiting for battery replacement is an item to consider.

So we looked at a couple different scenario's, one in which the two golf courses would receive new fleets on the current pricing structure. We are proposing this for some of the following considerations:

- Avoid the annual price increase or increases if you wait until 2022.
- New cars
- New batteries
- Warranties are renewed
- New carryall's and utility vehicles
- Municipal interest rate now is lower than 2018, the time of the previous fleet being financed
- Decrease in interest rate up to a full point

2/3/2021

City of Arvada Mail - Fwd: Arvada Golf Cars

All to occur approximately 4/15 at both facilities. This would include full setup and delivery, in effort to not disturb operations as the Spring Golf Season ramps up. Year four in batteries (even if you stay under the hours and within warranty) on a full charge does not carry the same range capacity.

This can all be achieved with the following scenario:

Pay your 2021 payment of \$180,591.12 which was at a 3.75% rate

Receive the new fleet approximately 4/15

New payment of approximately \$190,000 starting in 2022, which would be at or near a full point lower

Drew Hunter (copied on this email) or myself are more than available at your convenience to review what I have highlighted and discuss further.

With the holiday today, I would anticipate that your office is closed, but please feel free to call or email so that we can discuss further and answer any questions that you may have.

Thank you for your consideration.

Andrew Hedrick, PGA

Fleet Sales Territory Manager

11757 S. Wadsworth Blvd.

Littleton, CO 80125

Office: 303-761-3332

Cell: 719-248-9513

andrew@cologolfandturf.com

twitter: @ColoGolfandTurf | instagram: @coloradogolfandturf



From: Whitney Smith <wsmith@arvada.org>
Sent: Friday, January 15, 2021 9:30 AM
To: Andrew Hedrick <andrew@cologolfandturf.com>
Subject: Arvada Golf Cars

Hi Andrew,

I hope this email finds you well. I work with Steve Lynes to keep West Woods Golf stocked appropriately. He and I are working to find a golf course architect to assist with some course redesign work at Lake Arbor and he mentioned that Colorado Golf and Turf had reached out with an upgrade offer.

When you have a moment, can you please share those details with me?

I'd like to review the offer and our current contract before moving forward.

Thanks so much and have a great weekend,

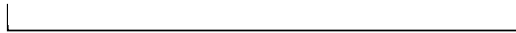
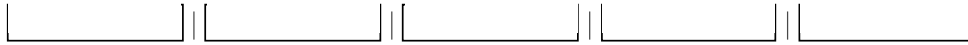
Whitney

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Whitney Smith, CPPB
Purchasing Specialist
720-898-7091
wsmith@arvada.org

| |

| |



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Whitney Smith, CPPB
Purchasing Specialist
720-898-7091
wsmith@arvada.org





REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: April 19, 2021

SUBJECT: R21-069 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Arvada Urban Renewal Authority to Complete the #.04 Denver Tramway Streetcar Site Development Project

Report in Brief

The Arvada Urban Renewal Authority (AURA) has agreed to provide funding for the design, development, and construction of the site for the #.04 Trolley in an amount not to exceed \$460,000.00. The City of Arvada and AURA have determined that the site development project is necessary in order to preserve Arvada's historical legacy, while creating fresh and engaging public spaces.

The Arvada team recommends that the City Council approve R21-069, A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with the Arvada Urban Renewal Authority to Complete the #.04 Denver Tramway Streetcar (Trolley) Site Development Project.

Financial Impact

AURA will provide Arvada with \$460,000.00 to fund the design, development, and construction of the Trolley Site. AURA will transfer funding to the City of Arvada Capital Improvement Program within 30 days of both AURA and Arvada's execution of the Agreement. In the event the Site costs are less than \$460,000.00, Arvada shall return any unused funds to AURA within 30 days of the completion of the Site.

Background

The City of Arvada, the Friends of the #.04 Trolley, the Denver Tramway Heritage and Colorado Preservation Inc. have joined together to refurbish and restore the Denver Tramway Streetcar (Trolley). The #.04 Trolley is listed in the Colorado State Register of Historical Places and is expected to be restored in May 2021. In order for the Trolley to maintain its status on the Register it must be displayed in a manner approved by the Colorado Historic Preservation Review Board.

The site selected for the display of the Trolley is located on the northwest corner of Grandview Avenue and Saulsbury Street in Olde Town Arvada. More specifically, the site is located slightly to the east of the Grandview Bridge along Grandview Avenue. Britina Design Group completed a conceptual site plan, a community engagement program, construction documents, and has been working with the Arvada Community and Economic Development Work System and Arvada Park and Urban Design team members to estimate the cost to complete the improvements to the Site.

On Wednesday February 24, 2021, a public open house was held as part of the .04 Trolley project's community engagement strategy. The open house re-capped the history of the #.04 Trolley and reviewed the elements of the project site plan. A Speak Up Arvada project was also created as part of the community engagement plan. Additionally, in order to be certain the Stoke-Walter neighborhood's voices and comments are heard, a sign has been installed at the project site to provide residents with a way of commenting on the project if they do not have access to Speak Up Arvada.

Discussion

The City assumed ownership of the Streetcar #.04 from the Denver Tramway Heritage Society and received a \$200,000 grant from the State Historical Fund for the Streetcar restoration. The City agreed to obligate at least \$265,000 to the Streetcar restoration. Until recently, there has been no funding identified for the permanent site in Olde Town.

Arvada and AURA have determined that the site project is necessary in order to preserve Arvada's historical legacy, while creating fresh and engaging public spaces. Therefore, Arvada Urban Renewal Authority (AURA) has agreed to provide funding for the design, development, and construction of the site for the .04 Trolley in an amount not to exceed \$460,000.00. This decision was approved by the AURA Board and is another example of the collaboration between AURA and the City.

Public Contact

As stated in the Background section herein, a public open house was held as part of the .04 Trolley project's community engagement strategy on Wednesday, February 24. A Speak Up Arvada project was also created as part of the community engagement plan. Additionally, in order to be certain the Stoke-Walter neighborhood's voices and comments are heard, a sign has been installed at the project site to provide residents with a way of commenting on the project if they do not have access to Speak Up Arvada. In addition, the City Council agenda was posted.

Commission Recommendation

The AURA Board approved the Intergovernmental Agreement during their Board meeting of April 7, 2021.

Strategic Alignment

This project aligns with the Vibrant Community and Neighborhoods Priority Area of the City Council Strategic Plan. Specifically, the proposed action supports the following Principles within the VCN Priority Area:

Provides meaningful ways for the community to engage with local government and strategic partnerships to advance quality of life by embracing both Arvada's small town traditions and history and changing to achieve an inclusive, equitable, diverse, prosperous, and resilient community that cares about its neighbors

Provide maintenance services to the community and visitors, so they can play and enjoy activities in a safe, well-maintained parks and trails system. Completing park projects, creating a green spine trail system while enhancing the existing trail system, and acquiring lands for open space conservation to complete gaps in underserved areas or along potential open space corridors

Complete strategic investments and initiatives to ensure, parks, trails, open space, and amenities are in alignment with our diverse, changing, and growing community

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-069 A Resolution Authorizing the City of Arvada to Enter an Intergovernmental Agreement with Arvada Urban Renewal Authority to Complete the #.04 Denver Tramway Streetcar (Trolley) Site Development Project.

Suggested Motion:

SUBJECT: R21-069 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the Arvada Urban Renewal Authority to Complete the #.04 Denver Tramway Streetcar Site Development Project

PAGE: 3
ITEM: 8.B.1.

I move that R21-069 An Intergovernmental Agreement by and Between the City of Arvada and the Arvada Urban Renewal Authority to Complete the #.04 Denver Tramway Streetcar Site Development Project, be (approved) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

Kylie Justus, Assistant City Attorney	3/30/2021
Enessa Janes, Deputy Director of Vibrant Community and Neighborhoods	3/30/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/30/2021
Bryan Archer, Director of Finance	3/30/2021
Gail Walker, Legal Specialist-Contracts	4/7/2021
Rachel Morris, City Attorney	4/8/2021
Lorie Gillis, Deputy City Manager	4/8/2021
Mark Deven, City Manager	4/8/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-069

A RESOLUTION AUTHORIZING THE CITY OF ARVADA TO ENTER AN
INTERGOVERNMENTAL AGREEMENT WITH ARVADA URBAN RENEWAL
AUTHORITY TO COMPLETE THE #.04 DENVER TRAMWAY STREETCAR SITE
DEVELOPMENT PROJECT

WHEREAS, Arvada, the Friends of the #.04 Trolley, the Denver Tramway Heritage, and Colorado Preservation Inc. joined together to refurbish and restore the Denver Tramway Streetcar (Trolley); and

WHEREAS, the Trolley is listed in the Colorado State Register of Historical Places and is expected to be restored in May 2021, and the Trolley must be displayed in a manner approved by the Colorado Historic Preservation Review Board in order to maintain its status on the Register; and

WHEREAS, AURA has agreed to provide funding for the design, development, and construction of the site for the Trolley in an amount not to exceed \$460,000.00; and

WHEREAS, Arvada and AURA has determined that the site project is necessary in order to preserve Arvada's historical legacy, while creating fresh and engaging public spaces.

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

Section 1: City Council hereby authorizes the Mayor of Arvada to sign the partnership agreement with AURA.

Section 2: This Resolution to be in full force and effect from and after its passage and approval.

APPROVED AND ADOPTED this 19th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY
OF ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY TO
COMPLETE THE #.04 DENVER TRAMWAY STREETCAR SITE
DEVELOPMENT PROJECT**

- 1.0 PARTIES.** This Intergovernmental Agreement (Agreement) is between the City of Arvada, a Colorado home rule municipal corporation, (Arvada), and the Arvada Urban Renewal Authority, a body corporate and politic of the State of Colorado (AURA). Individually referred to as “Party,” collectively as “Parties.”
- 2.0 RECITALS AND PURPOSE.**
- 2.1** Section 29-1-203, C.R.S., as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service or facility; and
- 2.2** Arvada, the Friends of the #.04 Trolley, the Denver Tramway Heritage, and Colorado Preservation Inc. joined together to refurbish and restore the Denver Tramway Streetcar (Trolley).
- 2.3** The Trolley is listed in the Colorado State Register of Historical Places (Register).
- 2.4** The Trolley’s restoration is expected to be completed in May 2021, and the Trolley must be displayed in a manner approved by the Colorado Historic Preservation Review Board in order to maintain its status on the Register.
- 2.5** The site selected for the display of the Trolley is located on the northwest corner of Grandview Avenue and Saulsbury Street in Olde Town Arvada. More specifically, slightly to the east of the Grandview Bridge along Grandview Avenue (Site).
- 2.6** Britina Design Group completed a conceptual site plan, community outreach program, construction documents, and has been working with the Arvada Community Development Department and Arvada Park and Urban Design staff to estimate the cost to complete the Site.
- 2.7** AURA has agreed to provide funding for the design, development, and construction of the Site in an amount not to exceed \$460,000.00. The funding will provide for the following items, listed more specifically in **Exhibit A:**

- 2.7.1 Removals/Relocation and Improvements;
- 2.7.2 Hardscape Improvements;
- 2.7.3 Landscape Improvements; and
- 2.7.4 Miscellaneous Improvements.

Exhibit A is attached to and incorporated into this Agreement.

2.8 The Site will be beneficial to Arvada, AURA, and the community as a whole by providing the below amenities:

- Educating the community about the Trolley and historical streetcar system;
- Enhancing the pedestrian functionality; and
- Supporting economic activity.

2.9 AURA has determined that the Project is necessary in order to preserve Arvada's historical legacy, while creating fresh and engaging public spaces. AURA believes the Site is consistent with and in furtherance of the purposes of AURA.

2.10 Pursuant to the Colorado Urban Renewal Law , C.R.S. § 31-25-101, *et seq.*, AURA may finance undertakings pursuant to an urban renewal plan by any method authorized under the Act or any other applicable law, including, without limitation, issuance of notes, bonds and other obligations in an amount sufficient to finance all or part of the Plan; borrowing of funds and creation of indebtedness; advancement of reimbursement agreements; agreements with public or private entities; and loans, advances and grants from any other available sources.

3.0 TERM. This Agreement shall be effective upon execution by the parties through the completion of construction of the Site.

4.0 ROLES AND RESPONSIBILITIES.

4.1 AURA. AURA will provide Arvada with \$460,000.00 to fund the design, development, and construction of the Site. AURA will transfer funding to the City of Arvada Capital Improvement Program under the "Trolley site development project" within 30 days of both AURA and Arvada's execution of the Agreement. In the event the Site costs are less than \$460,000.00, Arvada shall return any unused funds to AURA within 30 days of the completion of the Site.

4.2 Arvada. Arvada's Vibrant Communities and Neighborhoods' staff will supervise and be responsible for the consultant fees and management of the Site. Arvada's purchasing department will assist staff in the construction bidding process. The construction project bid award for the site development will be approved by Arvada City Council. All project

accounting will be completed by Arvada's project manager assigned to the Site project by the Director of Vibrant Communities and Neighborhoods. Arvada will regularly report to AURA on the progress of the Site as desired by AURA.

5.0 TERMS AND CONDITIONS.

5.1 Generally.

5.1.1 No separate entity formed. The Parties agree this Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so. Except as set forth herein, this Agreement does not authorize any Party to act for another Party for any purpose whatsoever. This Agreement shall provide only that the Parties cooperate in the design, development, and construction of the Site as contained in this Agreement.

5.1.2 Records are public. All records relating to the project will be public or open records, and will be released in accordance with the Colorado Open Records Act.

6.0 **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to take any additional action and execute any additional documents that are necessary to carry out this Agreement.

7.0 **ASSIGNMENT.** This Agreement may not be assigned by any Party without the prior written consent of the other Party.

8.0 **FORCE MAJEURE.** Any delays in or failure of performance by any Party of its obligations under this Agreement will 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 and such Party.

9.0 **BINDING EFFECT.** This Agreement will inure to the benefit of, and be binding upon, the Parties, their respective legal representative, successors, heirs, and assigns; provided, however, that nothing in this paragraph may be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

10.0 **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be given by certified mail or registered mail, postage and fees prepaid, to the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

Arvada: Gordon Reusink
Director of Vibrant Communities and Neighborhoods
City of Arvada
8101 Ralston Road
Arvada, Colorado 80002

AURA: Maureen Phair
Executive Director
Arvada Urban Renewal Authority
5601 Olde Wadsworth Boulevard, Suite 210
Arvada, Colorado 80002

Each Party may designate another employee to be responsible for the day-to-day administration of 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 the Parties. If any other provision of the 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.
- 12.0 WAIVER OF BREACH.** A waiver by any Party to the 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 another Party.
- 13.0 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 the enforcement of this Agreement will be in the appropriate court for Jefferson County, Colorado.
- 14.0 NO MULTI-YEAR FISCAL OBLIGATION.** Arvada's and AURA's financial obligations, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the governing body of either Party. Arvada's and AURA'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 within the meaning of Article X, Section 20 of the Colorado Constitution.
- 15.0 GOVERNMENTAL IMMUNITY.** Each Party shall be responsible for its own negligent or intentional acts or omissions, and for those of its employees and volunteers. The Parties intend that nothing herein shall be deemed or construed as a waiver by any Party of any rights or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*). The

Parties agree that in the event any claim or suit is brought against any Party or Parties by any third party as a result of the operation of this Agreement, each Party will cooperate with each other and with the insuring entities of each Party in defending such claim or suit.

- 16.0 DEFAULT.** Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by any Party, then this Agreement, at the option of a Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If a non-defaulting Party elects to treat this Agreement as being in full force and effect, that non-defaulting Party will have the right to an action for specific performance or damage or both.
- 17.0 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 such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 18.0 AMENDMENT.** Either party may seek to amend this Agreement by providing a written request detailing the terms of the requested amendment. Both Arvada and AURA must approve any amendment for the amendment to take effect.
- 19.0 AUTHORIZED SIGNATORIES.** Each signatory below represents he or she is authorized to bind the Party he or she represents; each Party is relying upon this representation.
- 20.0 COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

CITY OF ARVADA,
a Colorado municipal corporation

By: _____
Marc Williams, Mayor
8101 Ralston Road
Arvada, Colorado 80002

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

ARVADA URBAN RENEWAL AUTHORITY

Alan Parker, AURA Board Chair
5601 Olde Wadsworth Boulevard, Suite 210
Arvada, Colorado 80002

ATTEST:

By:

APPROVED AS TO FORM:

Corey Y. Hoffmann, Attorney for AURA
Hoffmann, Parker, Wilson, & Carberry P.C.
511 Sixteenth Street, Suite 610
Denver, CO 80202

EXHIBIT A

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY TO COMPLETE
THE #.04 DENVER TRAMWAY STREETCAR SITE DEVELOPMENT PROJECT**

Costing Summary

Britina Design Group estimated costs for the site development. A summary of those estimates is listed below:

Removals/Relocation and Improvements- Sidewalk, Hardscape, Landscape (Shrubs, Planting Beds, Transplant Trees, Turf/Clearing and Grubbing, Irrigation system, Miscellaneous Removals/Relocation)

Total Estimate :\$20,500

Hardscape Improvements- Shade Structure range estimate, \$60,000-\$80,000, Foundations, Specialty Paving, Concrete Paving, Railroad Tracks, Decorative Fencing/Railing, Benches, Lighting, Miscellaneous Hardscape Improvements

Total Range Estimate- \$188,500-\$211,000

Landscape Improvements-Deciduous Shade Tree, Planting Beds (Shrubs, Perennials, Grasses/Mulch, Turf Sod, Irrigation, Steel Edging, Miscellaneous Improvements

Total Estimate: \$32,300

Miscellaneous Improvements-

Crane to place Trolley - **Range Estimate-\$4,000-\$6,000**

Security System - **Range Estimate-\$25,000-\$27,500**

Contractor Mobilization & Site Prep - **Range Estimate-\$25,000-\$30,000**

Design Costs - **Range Estimate-\$35,000-45,000**

Miscellaneous Improvements - **Range Estimate \$5,000-\$10,000,**

Total Range Estimate: \$94,000-\$118,500

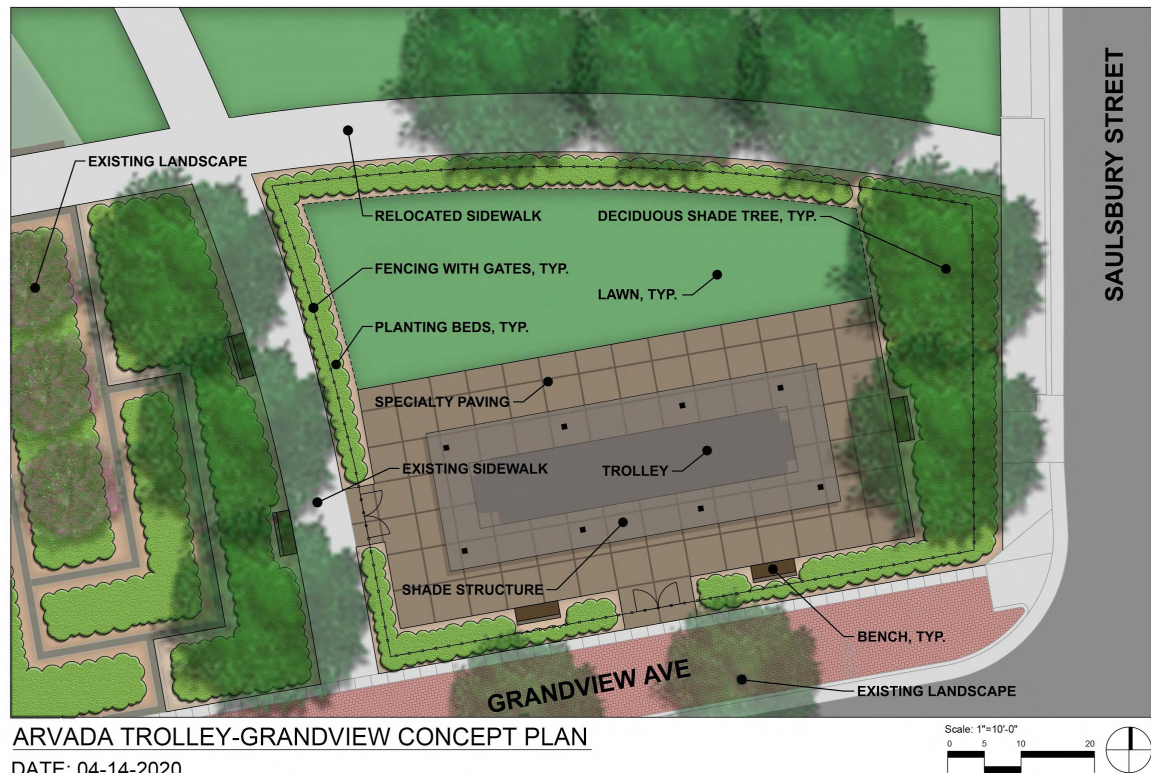
Project Subtotal Range Estimate: \$335,050.00 - \$382,050.00

25% Contingency - \$83,762.50-\$95,512.50

Project Total Range Estimate: \$418,812.50-\$477,562.50

Exhibit A

Site Plan





REPORT TO CITY COUNCIL OTHER

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: April 19, 2021

SUBJECT: Ratification and Approval of CP2021-0002, a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended

Report in Brief

The purpose of this resolution is to comply with Section 31-12-105(1)(e), C.R.S. of the Colorado Municipal Annexation Act, which requires that the City's Three Mile Plan regarding future annexations be updated at least once annually.

The City has used the Arvada Comprehensive Plan as Arvada's Three Mile Plan for purposes of compliance with Section 31-12-105(1)(e). That section generally requires:

1. That no annexation have the effect of extending a municipal boundary more than three miles in any one year; and
2. That, as a precondition to final adoption of an annexation ordinance within the three mile area outside present city boundaries, the municipality has in place a plan for that area, in the nature of a comprehensive or master plan. The plan must be updated at least annually.

The Planning Commission voted 7-0 in favor of the proposed action.

The Arvada team recommends Ratification and Approval of CP2021-0002, a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended

Financial Impact

There is no financial impact.

Background

The Three Mile Plan is intended to support the following land use actions: a) provide guidance on land use decisions in the plan area; b) promote well-ordered development compatible with the indigenous character of the area; and c) encourage the simplification of governmental structure and efficient provision of services through discouragement of special district creation.

In order to support these actions, the plan must generally describe items such as proposed streets, other public ways, open spaces, utilities and proposed land uses within the three mile area.

All plans require an annual update in order to comply with the statute. Accordingly, Arvada's Three Mile Plan must be reviewed (and updated where necessary) to ensure such conformance. The 2014 Comprehensive Plan addresses proposed land uses and other statutorily prescribed matters with respect to land within the three mile area; consequently, it should be adopted as the City's Three Mile Plan.

Discussion

The City has routinely adopted a resolution annually, either at the end of a year or at the beginning of a year.

During the previous year, the City did not annex any property more than three miles from the previous City boundary. Additionally, the City does have a plan in place for future annexations within the 2014 Comprehensive Plan, which includes the City's Planning Boundary on the Future Land Use map.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

The Planning Commission voted 7-0 in favor of the proposed action.

Strategic Alignment

The proposed action aligns with the Growth and Economic Development Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends Ratification and Approval of CP2021-0002, a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended.

Suggested Motion:

I move that CP2021-0002, a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended, be (ratified and approved) (rejected).

This motion is based on the findings of fact adopted by Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager

4/5/2021

Robert Smetana, Manager of City Planning and Development

4/5/2021

SUBJECT: Ratification and Approval of CP2021-0002, a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended

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Ryan Stachelski, Director of Community and Economic Development	4/7/2021
Gail Walker, Legal Specialist-Contracts	4/7/2021
Emily Grogg, Senior Assistant City Attorney	4/7/2021
Rachel Morris, City Attorney	4/8/2021
Lorie Gillis, Deputy City Manager	4/8/2021
Mark Deven, City Manager	4/8/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. CP2021-0002

A RESOLUTION BY THE PLANNING COMMISSION
FOR THE CITY OF ARVADA, COLORADO
ADOPTING THE 2014 ARVADA COMPREHENSIVE PLAN
AS ARVADA'S THREE MILE PLAN
PURSUANT TO SECTION 31-12-105(1)(E), C.R.S., AS AMENDED

WHEREAS, Section 31-12-105(1)(e), C.R.S., as amended, of the Colorado Municipal Annexation Act provides that no annexation by a municipality shall have the effect of extending a municipal boundary more than three miles in any one year; and

WHEREAS, Section 31-12-105(1)(e), C.R.S., as amended, further provides that the municipality shall have in place a plan for the three mile area outside present municipal boundaries prior to any annexation and that such plan be updated at least annually; and

WHEREAS, the Planning Commission adopted, to the extent applicable, the 2014 Comprehensive Plan as the City's Three Mile Plan in accordance with the Municipal Annexation Act, which action was ratified by the Arvada City Council on October 6, 2014; and

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

That, to the extent applicable, the 2014 Comprehensive Plan is hereby adopted as the City's Three Mile Plan pursuant to Section 31-12-105(1)(e), C.R.S., as amended.

APPROVED AND ADOPTED this 6th day of April, 2021.

CITY OF ARVADA PLANNING COMMISSION

T.O. Owens, Chairman

ATTEST:

Patricia Connell, Secretary

RATIFIED AND APPROVED this 19th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

City of Arvada Community and Economic Development Department STAFF REPORT

Three Mile Plan Comprehensive Plan Amendment CP2021-0002

NATURE OF REQUEST

The purpose of this resolution is to comply with Section 31-12-105(1)(e), C.R.S. of the Colorado Municipal Annexation Act, which requires that the City's Three Mile Plan regarding future annexations be updated at least once annually.

The City has used the Arvada Comprehensive Plan as Arvada's Three Mile Plan for purposes of compliance with Section 31-12-105(1)(e). That section generally requires:

1. That no annexation have the effect of extending a municipal boundary more than three miles in any one year; and
2. That, as a precondition to final adoption of an annexation ordinance within the three mile area outside present city boundaries, the municipality has in place a plan for that area, in the nature of a comprehensive or master plan. The plan must be updated at least annually.

The Three Mile Plan is intended to provide guidance on land use decisions in the plan area; to promote well-ordered development compatible with the indigenous character of the area; and to encourage the simplification of governmental structure and efficient provision of services through discouragement of special district creation. To that end, the plan must generally describe items such as proposed streets, other public ways, open spaces, utilities and proposed land uses within the three mile area.

All plans require an annual update in order to comply with the statute. Accordingly, Arvada's Three Mile Plan must be reviewed (and updated where necessary) to ensure such conformance. The 2014 Comprehensive Plan, as amended in association the new Land Development Code adopted in May of 2020, addresses proposed land uses and other statutorily prescribed matters with respect to land within the three mile area; consequently, it should be adopted as the City's Three Mile Plan.

Synopsis of meeting minutes from April 6, 2021 Planning Commission

CP2021-0002 Three Mile Plan

MOTION:

It was moved Mr. Magee that CP2021-0002, a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended, be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria of the Staff Report.

The following votes were cast on the motion:

Those voting Yes: Owens, McCarron, Gay, Connell, Griffith, Magee, Hannan

Those voting No: None

Those absent: None

The motion carried 7-0.

Mr. Owens explained that the motion carried.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: April 19, 2021

SUBJECT: CB21-013 An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code (Ordinance No. 4760)

Report in Brief

The Arvada team is requesting an update of City Code Sec. 38-241 and 38-242, and adding 38-243, 38-244, and 38-245. The proposed updates will allow for an increased response time and greater customer service with regard to City-maintained landscaping, privately owned landscaping hanging over City property, and privately owned personal property installed on City property.

Such changes will allow the City to provide a greater level of customer service when handling sensitive issues such as the removal of resident-installed landscaping on City property. Further, the updates will allow our team to respond more effectively and efficiently to the potential hazards facing the community from nuisance and invasive pests such as Emerald Ash Borer, Mountain Pine Beetle, and Kermes Scale. Finally, the code adds a municipal violation for citizens who remove City trees without permission.

The Arvada team recommends City Council approve CB21-013, An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code.

Financial Impact

There is no financial impact to the City.

Background

With the presence of the Emerald Ash Borer (EAB) and other nuisance pests along the Front Range, the ability to respond to a hazardous situation in a timely manner is crucial. As ash trees die from the EAB, they become extremely brittle and are prone to failure even under normal weather conditions. The current City Code does not provide City personnel with the clarity and flexibility to quickly respond to hazards presented by infestation of pests. This change will ensure that City personnel can act quickly to mitigate infestations and perform other necessary maintenance to landscaping on and encroaching onto City property.

This update will also provide clarity on the options available to the City team in order to deal with private property installments on City property that pose a hazard to public safety or a hindrance to maintenance of public spaces. These installments may include horseshoe pits, gardens, finished landscaping, trees, and irrigation systems.

These changes provide information to City team members in order to assist in responding to residents' questions about how these issues are handled. The City Code, as it is currently written, does not provide guidance on the City's authority to maintain certain landscaping and installations. By amending the Code, City team members will be able to provide better communication, guidance, and customer service.

Finally, the addition of a municipal code violation for damaging or removing City trees, gives the police the option to charge an

offender in municipal court, rather than charging a higher misdemeanor or felony level criminal mischief. The revision will allow the City to seek restitution as the victim of the crime, and allows for a more proportional outcome for the offender's action.

Discussion

The revision to the current code will provide clarity on the maintenance options available to City team members have in order to address hazardous situations that originate on private property, and encroach onto City property. This will allow maintenance team members greater flexibility and responsiveness, and increase the customer service provided by answering questions about the City's authority. The changes provide clearer guidelines on how to handle landscaping and other additions installed by residents on City property that present a hazard to the public or a hindrance to maintenance team members.

The current process for removing encroaching landscaping requires the involvement of Neighborhood Services and a waiting period of at least 10 days before City team members can adequately respond to a maintenance need or hazard. Revisions to Sec. 38-242, ***Authority of City regarding the maintenance of landscaping***, directly address this issue by clearly defining the options the City has to maintain landscaping. The Code revision keeps the option of serving notice on the resident, and provides more flexibility by allowing the City to conduct maintenance on the landscaping up to the property line, if deemed necessary.

As the Code is currently written, there is little guidance on how to handle landscape installations or other personal property additions installed by residents on City property. Revisions to 38-243, ***Personal property - encroachment***, provides clarification on the City's authority and process for removal of these installations.

Finally, the addition of 38-244, ***Injuring or removing trees on City property***, creates a municipal offense specific to the damage or removal of trees on City property. A tree's appraised value is often above \$5,000. Certain types of trees may even appraise for over \$100,000. If an offender damages or destroys a tree on City property, currently the only remedies are for the City to sue the person civilly, or to charge them with criminal mischief. Criminal mischief is defined as knowingly or willfully damaging the real or personal property of another. Any property valued at over \$1,000 is a felony level offense. Given the specific factual scenario involved with the cutting down of a tree on City property, a crime more specific to the facts and a more lenient level charge, gives the police greater options when deciding what type of charge is appropriate for an offender based on the offender's actions. If the police charge the offender with the municipal code violation, the City can then seek restitution for the loss of the tree as a victim of the crime.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed Code revision aligns with the Vibrant Community and Neighborhoods (VCN) Priority Area of the City Council Strategic Plan. It provides options for greater efficiency in implementing our parks maintenance plans to keep our green spaces safe and accessible to all users. The revision addresses the following guiding principle for the Vibrant Community and Neighborhoods Priority Area and Work System:

Provide maintenance services to the community and visitors, so they can play and enjoy activities in a safe, well-maintained parks and trails system. Completing park projects, creating a green spine trail system while enhancing the existing trail system, and acquiring lands for open space conservation to complete gaps in underserved areas or along potential open space corridors.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends City Council approve CB21-013, An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code.

Suggested Motion:

I move that CB21-013, An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code, be (approved on final reading, numbered 4760 and ordered published by title only) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

Enessa Janes, Deputy Director of Vibrant Community and Neighborhoods	3/30/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	4/7/2021
Bryan Archer, Director of Finance	4/7/2021
Gail Walker, Legal Specialist-Contracts	4/7/2021
Kylie Justus, Assistant City Attorney	4/7/2021
Rachel Morris, City Attorney	4/8/2021
Lorie Gillis, Deputy City Manager	4/8/2021
Mark Deven, City Manager	4/8/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-013
ORDINANCE NO. 4760

AN ORDINANCE REPEALING AND REENACTING ARTICLE VI OF CHAPTER 38,
ENVIRONMENT, OF THE ARVADA CITY CODE

WHEREAS, the Parks Department has come across issues in the community involving the maintenance of trees and other landscaping on city property; and

WHEREAS, the Parks Department desires clarification on the city's rights in maintaining trees and other types of landscaping that encroach onto city property; and

WHEREAS, Council finds that it is in the best interests of the city and the public to ensure that public areas are maintained properly and safely; and

WHEREAS, Council finds that it is in the best interests of the city and the public to clarify any discrepancies in the code.

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

Section 1. Article VI, Trees and Shrubs, of Chapter 38, Environment, of the Arvada City Code is hereby repealed, retitled, and reenacted to read as follows:

“ARTICLE VI. LANDSCAPING

Sec. 38-241. Definitions.

The following words, terms, and phrases, when used in the article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Arvada.

City manager or *manager* means the manager of the city or designee thereof.

City property means and includes all real property owned by, leased to, or under the control of the city, including, but not limited to, all public rights-of-way, streets, alleys, thoroughfares, parks, squares, open spaces, trails, non-publicly accessible buildings, and non-publicly accessible spaces.

Landscaping means trees, shrubs, vines, plants, hedges, flowers, flowerbeds or other similar vegetation.

Maintain or *maintenance* means any and all work performed on landscaping including, but not limited to, planting, watering, pruning, removing, stump grinding, treating for insects or diseases, protecting and enhancing soils, or preserving and protecting during construction.

Personal property means swings, swing-sets, game areas, bike ramps, paths, irrigation systems, sandboxes, fire pits, or other similar items.

Private property means all land and improvements, including fixtures and appurtenances, located within the property lines of a property that is not owned by the city or another governmental entity.

Property owner or *owner* means any person or entity having a legal or equitable interest in privately-owned real property and its fixtures and appurtenances, including the interests of a tenant or lessee.

Right-of-way means the entire area between the curb, or street where no curb exists, and the property line of a property, and between the centerline of the alley and the property line of a property.

Sec. 38-242. Authority of the city regarding the maintenance of landscaping.

- (a) The city has the power to maintain and protect all landscaping within, over, or upon city property.
- (b) Landscaping on private property or between the property line and any adjacent city property shall not:
 - (1) Project into the right-of-way;
 - (2) Be diseased or infested;
 - (3) Pose an unreasonable risk of injury or damage to persons or property on adjacent private property, city property, or rights-of-way;
 - (4) Obstruct the view of vehicular traffic or pedestrians traveling on the right-of-way; or
 - (5) Encroach within, over, or upon city property.
- (c) If landscaping meets one or more of the criteria in subsections (b)(1)—(5) of this section, the city manager may:
 - (1) Without notice to the property owner, maintain the landscaping at issue up to the private property line; or
 - (2) Require the owner of the private property, at the expense of the owner, to maintain such landscaping by:
 - (i) Serving a written notice on the owner describing the landscaping at issue and maintenance required. The notice will require the property owner within 14 days of service of the notice to maintain the landscaping located on the private property, or between the property line and any adjacent city property, or that encroaches onto, over, or within city property. The notice shall be served by handing the same to the owner, posting the notice in a conspicuous place on the subject private property, or sending the notice to the owner at the subject private property or the owner's residence by certified mail return receipt requested. A property owner must comply with the requirements stated in the notice within 14 days of service upon the property owner; and

- (ii) If the owner fails to comply with the provisions of the notice, the city manager may enter the private property and maintain the landscaping described in the notice. If the manager maintains the landscape as set forth in this subsection, the manager shall file a lien pursuant to the provisions of chapter 59, Municipal liens, for any expenses incurred by the city in the maintaining of such landscaping.

Sec. 38-243. Personal property - encroachment.

- (a) It is prohibited for any person to keep personal property within, over, or upon city property.
- (b) If a person violates subsection (a) of this sec. 38-243, the city may serve a written notice on the owner describing the personal property that is encroaching onto city property. The notice will require the property owner within 14 days of service of the notice to remove the personal property from city property. The notice shall be served by handing the same to the owner, posting the notice in a conspicuous place on the subject private property, or sending the notice to the owner at the subject private property or the owner's residence by certified mail return receipt requested. A property owner must comply with the requirements stated in the notice within 14 days of service upon the property owner.
- (c) If the owner fails to comply with the provisions of the notice, the city manager may remove the personal property described in the notice. If the manager removes the personal property as described in this subsection, the manager shall file a lien pursuant to the provisions of chapter 59, Municipal liens, for any expenses incurred by the city in the removal of such personal property.

Sec. 38-244. Injuring or removing trees on city property.

- (a) It shall be unlawful for any person to negligently, recklessly, knowingly, or intentionally injure, damage, destroy, or remove a tree situated within or upon city property without prior written permission from the city manager.
- (b) *Penalty.* A violation of this section shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.
- (c) *Restitution.* In addition to a fine or imprisonment, the court may order restitution to be paid to the city for the appraised damage to the tree, appraised value of the tree, or cost to replace the tree. Tree values will be determined through arboricultural industry standard tree and landscape appraisal methods.

Sec. 38-245. Rules and regulations.

The city may, from time-to-time, adopt rules and regulations governing the maintenance of landscaping within the city in accordance with secs. 2-141 – 145 of this Code.

Secs. 38-246—38-260. Reserved.”

Section 2. 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 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 3. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of April, 2021.

PASSED, ADOPTED, AND APPROVED this 19th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: April 8, 2021
 April 22, 2021



REPORT TO CITY COUNCIL PUBLIC HEARING

**AGENDA ITEM
10.B.**

TO: THE HONORABLE CITY COUNCIL

DATE: April 19, 2021

SUBJECT: CB21-014 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021
(Ordinance No. 4761)

Report in Brief

The appropriation for the expenditure of funds from the 2020 budget lapsed on December 31, 2020. At the end of 2020, there were several projects/programs that had been approved, although not yet completed. In order to complete these projects, funds that were designated for these projects will now need to be carried over from the 2020 budget to the 2021 budget. These items total \$32,554,929. The majority of these carryovers are from the Enterprise funds for ongoing capital improvement projects.

Additionally, during the 2021 budget process, City team members identified a group of one-time items that, if there were additional funds at the end of 2020, would be presented for approval. These items total \$550,000.

Finally, there are several items that need to be added to the 2021 budget. These items total \$8,645,291.

The Arvada team recommends that the City Council approve CB21-014, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021.

Financial Impact

The overall increase in the 2021 appropriation is \$41,750,220, consisting of \$32,554,929 of carryover items, \$550,000 in one-time items and \$8,645,291 in new items. Sufficient revenues exist to cover each of the carry over of new budget items. These budget items, if approved, will be incorporated into the new 2022-2030 ten-year financial plan.

Background

See the attachment for a summary of these items by fund.

CARRYOVERS

Community and Economic Development

Funds were set aside in 2020 to purchase i-pads that will replace existing laptops for the building inspectors. \$60,000 is being requested to carryover into 2021 for this purchase.

Funds were set aside in 2020 for the City's sub-area planning process. This process was not completed in 2020 and \$30,000 is being requested to carryover into 2021 to complete this process.

Funds were set aside in 2020 to pay a traffic review fee to BNSF. The fee will not be billed until 2021, therefore CED is requesting to carryover \$20,000 into 2021 to pay for the fee.

Organizational and Service Effectiveness

City Manager's Office

Funds were set aside in 2020 for the purchase of a customer relationship management (CRM) system. A vendor was selected

in 2020 and the implementation will occur in 2021. \$75,000 is being requested to carryover into 2021 and transferred to the computer replacement fund to complete the implementation of the CRM.

In 2020 the land development code (LDC) was completed. A update to the Muni Code LDC edition is now required. This was not able to be completed in 2020 because of the pandemic, so the City Manager's Office is asking to carryover \$42,000 to complete the Muni Code.

Funds were set aside in 2020 to complete the arvada.org project. The vendor was selected in 2020 and \$35,000 is being requested to carryover into 2021 to complete this project.

City Attorney's Office

Training videos for the legal team were selected and purchased at the end of 2020. The videos were not received until 2021 and therefore, \$8,750 is being requested to carryover into 2021 to pay for the videos.

Finance

In 2020 funds were set aside to implement the budgeting software capital module and an Oracle integration with the budgeting software. This implementation was completed; however, there is additional reporting that was not completed. Finance is requesting to carryover \$30,000 into 2021 to complete the reporting.

Human Resources

The employee relations incident management software implementation was started in 2020. Human Resources is requesting to carryover \$22,761 to complete this project.

Human Resources continues to update the City's Total Compensation philosophy work, including compliance with the new Colorado Equal Pay for Equal Work Act. Human Resources is requesting to carryover \$11,830 into 2021 to complete this work.

Information Technology

One-time funds of \$100,000 were approved for the Smart City initiative in 2020. Work was started on this project; however, no purchases were made, therefore this amount is being requested to carryover into 2021 to complete this project.

A hybrid conference room and an Infoblox installation was started in 2020. Information Technology is requesting to carryover \$25,000 into 2021 to complete these projects.

Safe Community

Courts

In 2020, \$48,873 was set aside to supplement funds in the Computer Replacement fund to purchase a new court system. This project was not completed because of vacancies in the judge and court administrator positions. Courts is requesting to carryover these funds into 2021 to complete this project.

In 2020, funding was set aside for the purchase of a crime scene investigation truck. This purchase was not completed in 2021 and Public Safety is requesting to carryover \$30,000 into 2021 for this purchase.

Infrastructure

Elevator repairs at the Arvada Center and City Hall Annex were scheduled in 2020, but not completed. Facilities is requesting to carryover \$83,000 into 2021 to complete these repairs.

Window replacements for the Streets building and City houses on Balsam were planned for 2020. This work was not completed and \$91,000 is being requested to carryover into 2021 to complete the window replacements.

A contract for updating the engineering specification standards was started in 2020, but not completed. Public Works is requesting to carryover \$10,000 into 2021 to complete this study.

Electrical service for a power wash pad and plug-ins for plow trucks was started in 2020. Public Works is requesting to

carryover \$36,000 into 2021 to complete this work.

The parking vendor requested a refund of overpaid revenue in 2020. The City started an audit to verify this request. The audit is not yet complete, so Public Works is requesting to carryover \$42,868 into 2021 for this refund request, if necessary.

A transportation demand study was started in 2020, but delayed. Public Works is requesting to carryover \$33,626 into 2021 to complete the study.

A workforce planning contract was signed in 2020, but not started. Public Works is requesting to carryover \$40,000 into 2021 to complete this study.

A fence replacement along Oberon Road was delayed in 2020. \$35,000 is being requested to carryover into 2021 to complete the fence replacement.

Vibrant Communities and Neighborhoods

There is \$15,828 remaining in a resilient Arvada neighborhood grant from 2020. Vibrant Communities is requesting to carryover this amount into 2021 to complete the work.

STREET MAINTENANCE FUND

The implementation of street assessment software was started in 2020. The final payment of \$61,467 will need to be paid in 2021, therefore Public Works is requesting to carryover \$61,467 into 2021.

PARKS FUND

Two aerators and a snow blower attachment were ordered in 2020, but will not be received until 2021. Parks is requesting to carryover \$24,655 into 2021 to transfer to the Vehicle fund for these purchases.

Unused funds from a neighborhood grant were donated back to the City with a request to have the Park maintenance team use the proceeds for improvements to the park entrance. The team is requesting to carryover \$600 into 2021.

POLICE SEIZURE FUND

The purchase of a command van was approved in 2020. This purchase did not occur in 2020, therefore Public Safety is requesting to carryover \$749,000 into 2021.

WATER FUND

The Water fund is requesting to carryover \$21,219,788 into 2021 for various capital improvement projects that are still in process. These projects relate to work that is being done for the main replacement program, raw water pump station, Denver Moffat project, Ralston water treatment plant pump station, Highway 93 water tank and pipeline, water treatment plant capital maintenance and repairs, Ralston reaction tank bypass, Ralston water treatment plant parking lot expansion, fluoride treatment replacement, Ralston water treatment plant solids handling and filter improvements and hydraulic modeling.

WASTEWATER FUND

The Wastewater fund is requesting to carryover \$3,596,900 into 2021 for various capital improvement projects that are still in process. These projects relate to work that is being done for the cured-in-place pipe and open cut, Ralston pipeline replacement and sanitary sewer master plan.

STORMWATER FUND

The Stormwater fund is requesting to carryover \$3,252,415 into 2021 for various capital improvement projects that are still in process. These projects relate to work that is being done for the miscellaneous drainage projects, Leyden Creek Crossing at Alkire, Ralston Creek crossing at Croke, Urban Drainage and Flood Control joint studies, Stormwater master plan, Lake Arbor dredging, lower Ralston Creek and the Arvada Center detention pond.

GOLF FUND

A golf lift was ordered in 2020, but not received until 2021. The Golf fund is requesting to carryover \$3,800 into 2021 to pay for the equipment.

VEHICLE FUND

A bucket truck for Parks was ordered in 2020 and will not be received until 2021. The team is requesting to carryover \$226,000 into 2021 for this purchase.

A van for water breaks was ordered in 2020 and not received until 2021. The team is requesting to carryover \$205,561 into 2021 for this purchase.

A tractor, two vehicles and three trucks and the related equipment for the vehicles for Public Safety, Utilities and Public Works were ordered in 2020, but not received until 2021. The vehicle fund manager is requesting to carryover \$293,888 into 2021 for these vehicles purchases.

A trailer and a seeder was order in 2021 and not received until 2021. The team is requesting to carryover \$9,512 into 2021 for this equipment.

Parts and supplies for specific vehicles were ordered in 2020 and not received until 2021. The team is requesting to carryover \$10,590 into 2021 for these purchases.

BUILDINGS FUND

Parking lot replacements were scheduled in 2020, but delayed due to the construction of the parks/fleet building. The team is requesting to carryover \$1,159,424 into 2021 to complete the parking lot replacements.

The roof of the Majestic View Nature Center was started in 2020, but not completed until 2021. The team is requesting to carryover \$73,117 into 2021 to complete the replacement.

COMPUTER FUND

One-time funds of \$166,000 were budgeted in the General Fund for the customer relationship management system (CRM). This amount will be combined with the carryover of \$75,000 for the purchase, implementation and first two years of maintenance of the (CRM).

The Public Safety fingerprint upgrade project was started in 2020. The team is requesting to carryover \$50,000 into 2021 to complete this project.

Funds were set aside in 2020 for additional Google licenses. These licenses were not purchased in 2020 and staff is requesting to carryover \$78,500 into 2021 for these licenses.

Funds were set aside in 2020 for additional Windows Enterprise licenses. These licenses were not purchased in 2020 and the team is requesting to carryover \$55,000 into 2021 for these licenses.

Funds were set aside in 2020 for various security projects. Some of these projects were not completed in 2021 and the team is requesting to carryover \$71,802 into 2021.

Fund were set aside in 2020 for the replacement of the Oracle report writer software. This software is still being implemented and the team is requesting to carryover \$88,000 into 2021.

INSURANCE FUND

There were \$95,874 in worker's compensation and liability claims that were opened in 2020, but not paid until 2021. The Insurance fund manager is requesting to carryover these funds into 2021.

Funds for specialized training and field training were set aside in 2020, but delayed because of COVID-19. The team is requesting to carryover \$50,000 into 2021 to perform this training.

The Insurance fund will be transferring \$3,800 to the Parks fund for a new golf lift. This was to occur in 2020, but was delayed. The Insurance fund manager is requesting to carryover this amount in 2021.

PRINT SHOP

A new lease for a mail machine was budgeted in 2020, but the lease was not signed until 2021. The Print Shop is requesting to carryover \$7,700 into 2021 for this lease.

ONE-TIME

GENERAL FUND

A number of one-time requests were presented during the 2021 budget process as items that the Arvada team would like to fund if there were savings in the General Fund budget at the end of 2020. The table below shows these items in descending order. Our team proposes to fund all of these items in 2021 as part of this budget ordinance.

One-time Requests	Amount
Legal expenses	\$500,000
Visitor's Center	50,000
Total	\$550,000

NEW REQUESTS

GENERAL FUND

A transfer to the Golf fund of \$935,000 is being requested to reimburse the fund for a portion of cost over runs on the West Woods club house remodel.

A transfer of \$760,000 is needed to fund the shortage in the Food Service fund as it closes out its operations and pays the remaining employees per their contracts.

The City collects a public, educational and government (PEG) fee from cable companies. This fee has been accounted for in the General Fund, but will be moved to the Capital Improvement Project (CIP) fund for better accounting. A transfer of \$740,343 which represents accumulated, but unspent PEG fees is being requested to transfer to the CIP fund.

Temporary wages of \$60,000 for relief judges are being requested by Courts. Relief judges are necessary when the judge is out of the office for personal time off, leadership meetings and training and when the court runs two court rooms.

Temporary wages of \$80,000 are being requested for a temporary traffic engineer. These funds combined with the 2021 and 2022 professional services budget for Traffic will fund a two-year temporary assignment. The temporary engineer will focus on building internal capacity for the signal timing program. Previously, funds had been budgeted to hire a consultant for this work. However, Traffic believes that managing this internally will build internal capacity so that the timing can be handed off to one of the regular engineers in the future.

STREET MAINTENANCE FUND

Each year, street degradation fees are collected in the Street Maintenance fund for work performed in the right-of-way. These fees are used in the next year for street maintenance projects. The amount collected in 2020 was \$221,772. The team requests to appropriate these funds in 2021.

The 50/50 sidewalk replacement program is administered in the Street Maintenance fund. 2020 collections from this program amounted to \$47,366. The team requests to appropriate these funds in 2021 for street maintenance.

CAPITAL IMPROVEMENT PROJECTS FUND

Each year as part of new construction, Park tap fees are collected with water taps. These fees are accumulated throughout the year and then transferred to the CIP to fund new park construction. The amount collected in 2020 was \$118,259. The team requests to appropriate these funds in 2020 for future park taps.

The Water fund provides revenues to the CIP fund for irrigation improvements. In the early 1900s a "3 cents per thousand gallons" calculation was determined which is collected by the Water Fund. The amount collected in 2020 was \$179,439. The team requests to appropriate these funds for future park projects.

Each year as part of new construction, Park Development fees are collected. These fees are accumulated throughout the year in the CIP to fund new park construction. The amount collected in 2020 was \$220,065. The team requests to appropriate these funds in 2021 for future park expansion.

Each year as part of new construction, Lands Dedicated fees are collected. These fees are collected throughout the year in the CIP to fund new park construction. The amount collected in 2020 was \$624,237. The team requests to appropriate these funds in 2021 for new park expansion.

Each year, the City collects Adams County Transportation Tax revenue. This revenue is accumulated in the CIP to fund new traffic projects in Adams County. The amount collected in 2020 was \$204,681. The team requests to appropriate these funds in 2021 for future traffic projects.

Each year, the City collected Adams County Open Space revenue. This revenue is accumulated in the CIP to fund new park projects in Adams County. The amount collected in 2020 was \$75,213. The team requests to appropriate these funds in 2021 for future park projects.

Development fees of \$1,959,380 were formerly accounted for in the Escrow fund. Because of changes in accounting standards, it is no longer acceptable to account for these fees in an escrow fund. These fees were transferred to the CIP fund in 2020 and need to be appropriated for future street and traffic projects.

STORMWATER FUND

Unit drainage fees of \$83,191 for Hayes Lake will be transferred from the Escrow fund to the Stormwater fund for the Hayes Lake project.

VEHICLE FUND

Due to turnover in two key positions in Vehicles, there were several programs that were not adequately budgeted for in 2021. The team is requesting an increase of \$776,744 to fund all the maintenance and replacement in 2021. This increase will be covered by the fund balance.

There are several large pieces of equipment that need to be replaced early or are being replaced according to the normal schedule, but are being upgraded due to changing work processes. The equipment that will be replaced is a sewer cleaner truck and closed-circuit television van in Utilities, a patch truck in Streets and a paint truck for Traffic. The equipment totals \$1,349,324 and will be funded by a transfer from these areas.

Two aerators and a snow blower in Parks totaling \$26,277 will be purchased in 2021. These items will be funded by a transfer from the Parks fund.

WATER FUND

A loan of \$2,316,000 from the Water fund to the Waste fund for the start-up operational expenses for the single-hauler trash program was approved in the 2021 budget. The final loan agreement was approved by City Council in 2021 for \$2,500,000. An increase of \$184,000 is needed for this loan.

Discussion

The recommended action will authorize the expenditure of resources that aligns to the City Council's direction. A total of \$32,554,929 of the requests as described are funded as carryover of unexpended resources approved as part of the 2020 operating and capital budget. The one-time requests totaling \$550,000 are funded by a combination of under expended 2020 appropriations and additional 2020 revenue over budgeted estimates. Finally, a total of \$8,645,291 is funded by additional revenues, transfers from other funds or reserves within the various funds within our fully balanced ten-year financial models.

If approved by the City Council, total appropriations for 2021 will be \$289,669,090 as presented in the Carryover Summary attachment included with this agenda item.

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 by authorizing resources that will be administered by the Finance Department in accordance with applicable City Code and financial policies. Other Priority Areas that will be served through the recommended action include Safe Community, Infrastructure, Community and Economic Development and Vibrant Community and Neighborhoods.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-014, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021.

Suggested Motion:

I move that CB21-014, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021, be (approved on final reading, numbered 4761 and ordered published by title only.) (rejected).

Prepared by:
Lisa Yagi, Assistant Finance Director

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	3/30/2021
Bryan Archer, Director of Finance	3/30/2021
Gail Walker, Legal Specialist-Contracts	3/30/2021
Kylie Justus, Assistant City Attorney	4/7/2021
Rachel Morris, City Attorney	4/8/2021
Lorie Gillis, Deputy City Manager	4/8/2021
Mark Deven, City Manager	4/8/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-014
ORDINANCE NO. 4761

AN ORDINANCE AUTHORIZING AN ADDITIONAL APPROPRIATION
FOR FISCAL YEAR 2021

WHEREAS, the City Council of the City of Arvada adopted Ordinance No. 4660 (Council Bill No. 18-043), which authorized the annual appropriation for Fiscal Year 2021; 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 and budgeted expenses do not exceed budgeted revenues and reserves for Fiscal Year 2021.

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 2021.

General Fund	\$95,170,512
Grants Fund	\$1,165,000
Street Maintenance Fund	\$10,409,668
Community Development Fund	\$1,042,102
Housing Authority Fund	\$5,770,390
Parks Fund	\$9,943,492
Police Seizure	\$778,423
Police Tax Increment Fund .21	\$5,664,132
Police Tax Increment Fund .25	\$5,817,722
COP Debt Service	\$2,135,749
Debt Service	\$5,364,532
Capital Projects Fund	\$9,801,066

Water Fund	\$79,789,057
Wastewater Fund	\$21,112,331
Golf Course Fund	\$6,416,463
Stormwater Fund	\$7,824,760
Food Service Fund	\$502,939
Solid Waste Fund	\$6,321,260
Insurance Fund	\$2,438,889
Computer Replacement Fund	\$2,426,306
Print Shop	\$363,398
Vehicle Fund	\$7,778,829
Building Fund	1,632,070
Total Appropriation	\$289,669,090

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of April, 2021.

PASSED, ADOPTED AND APPROVED this 19th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By:_____

Publication Dates: April 8, 2021
 April 22, 2021

Fund Summary					
Fund	Original Budget	Carry over	One-time	New Requests	Revised Budget
General Fund	\$ 91,118,633	\$ 926,536	\$ 550,000	\$ 2,575,343	\$ 95,170,512
Grants Fund	\$ 1,165,000	\$ -	\$ -	\$ -	\$ 1,165,000
Street Maintenance Fund	\$ 10,079,063	\$ 61,467	\$ -	\$ 269,138	\$ 10,409,668
Community Development	\$ 1,042,102	\$ -	\$ -	\$ -	\$ 1,042,102
Arvada Housing	\$ 5,770,390	\$ -	\$ -	\$ -	\$ 5,770,390
Parks Fund	\$ 9,918,237	\$ 25,255	\$ -	\$ -	\$ 9,943,492
Police Seizure Fund	\$ 29,423	\$ 749,000	\$ -	\$ -	\$ 778,423
Police Tax Increment .21	\$ 5,664,132	\$ -	\$ -	\$ -	\$ 5,664,132
Police Tax Increment .25	\$ 5,817,722	\$ -	\$ -	\$ -	\$ 5,817,722
COP Debt Service	\$ 2,135,749	\$ -	\$ -	\$ -	\$ 2,135,749
Debt Service	\$ 5,364,532	\$ -	\$ -	\$ -	\$ 5,364,532
Capital Projects Fund	\$ 6,419,792	\$ -	\$ -	\$ 3,381,274	\$ 9,801,066
Water Fund	\$ 58,385,269	\$ 21,219,788	\$ -	\$ 184,000	\$ 79,789,057
Wastewater Fund	\$ 17,515,431	\$ 3,596,900	\$ -	\$ -	\$ 21,112,331
Golf Course Fund	\$ 6,412,663	\$ 3,800	\$ -	\$ -	\$ 6,416,463
Stormwater Fund	\$ 4,489,154	\$ 3,252,415	\$ -	\$ 83,191	\$ 7,824,760
Food Service Fund	\$ 502,939	\$ -	\$ -	\$ -	\$ 502,939
Solid Waste Fund	\$ 6,321,260	\$ -	\$ -	\$ -	\$ 6,321,260
Insurance Fund	\$ 2,289,215	\$ 149,674	\$ -	\$ -	\$ 2,438,889
Computers	\$ 1,842,004	\$ 584,302	\$ -	\$ -	\$ 2,426,306
Print Shop	\$ 355,698	\$ 7,700	\$ -	\$ -	\$ 363,398
Vehicles	\$ 4,880,933	\$ 745,551	\$ -	\$ 2,152,345	\$ 7,778,829
Buildings	\$ 399,529	\$ 1,232,541	\$ -	\$ -	\$ 1,632,070
Total	\$ 247,918,870	\$ 32,554,929	\$ 550,000	\$ 8,645,291	\$ 289,669,090

ONE TIME

One-time requests	Amount
Legal expenses	500,000
Arvada Visitors Center	50,000
Total	\$ 550,000

New Requests			
Fund I	Fund	Amount	Description
	1	935,000	Transfer to Golf Fund for overage on WW ClubHouse remodel
	1	760,000	Transfer to Food Service for fund balance shortage with closure
	1	60,000	Temp Wages for relief judges
	1	80,000	Temp wages for a traffic engineer
	1	740,343	Transfer to CIP for PEG fee projects
General Fund	\$	2,575,343	
	4	47,366	50/50 payments 2020
	4	221,772	Street Degredation payments 2020
Street Maintenance Fund	\$	269,138	
	44	83,191	Hayes Lake UDFs transferred to Stormwater Fund from escrow
Stormwater Fund	\$	83,191	
	54	370,000	Sewer Cleaner - funded by transfer from Wastewater
	54	365,125	Paint truck for traffic - partially funded by Traffic
	54	386,794	CCTV Vans for Wastewater - partially funded by Wastewater (transferred)
	54	227,405	Patch Truck for Streets - funded by Streets Fund and Utilities
	54	7,495	Snow Blowers for parks - funded by transfer from Parks
	54	18,782	Two Aerators for parks - funded by transfer from Parks
	54	776,744	Underbudgeted 2021 Vehicle replacement needs
Vehicles	\$	2,152,345	
	31	118,259	2020 Water Tap Fees
	31	179,439	"3 cents per thousand" gallons support transfer
	31	220,065	Park Development Fees collected in 2020
	31	624,237	Lands Dedicated Opt out fees collected in 2020
	31	75,213	Adams County Open Space 2020 revenueues
	31	204,681	Adams County Transportation 2020 revenues
	31	1,959,380	Transfer to CIP from escrow for Development Fees
Capital Projects Fund	\$	3,381,274	
	41	184,000	Increase for loan from Water fund to Waste fund
Water	\$	184,000	
Total New Requests	\$	8,645,291	

Fund	Fund	Amount	Description
			Community and Economic Development
	1	60,000	CED - Bldg Inspector change from iPad to laptop
	1	30,000	CED - help with City's sub-area planning efforts
	1	20,000	CED - Fee to BNSF that didn't get paid in 2020, but will be paid in 2021
			Organizational and Service Effectiveness
	1	75,000	Transfer to Computer fund for CRM system
	1	18,700	MuniCode LDC edition
	1	11,000	MuniCode LDC edition
	1	12,300	MuniCode LDC edition
	1	35,000	Arvada.org project
	1	8,750	Legal - Training videos purchased but not received
	1	30,000	Questica training
	1	13,761	HR - Employee Relations Incident management software
	1	9,000	HR - Employee Relations Incident management software
	1	11,830	HR - Completion of Total compensation philosophy work
	1	100,000	Smart Cities initiative
	1	7,000	IT - hybrid conference room projects (equip+prof svcs)
	1	13,000	IT - CMO Internet
	1	5,000	IT - Infoblox install, ConvergeOne payment
			Safe Community
	1	18,873	Oracle licensing for court system
	1	30,000	Equipment for court system
	1	30,000	PD CRIT Vehicles - CSI Truck
			Infrastructure
	1	83,000	Elevator repair at the Arvada Center (2) and the Annex and associated fire detectors
	1	91,000	Window replacement at Streets and at City houses on Balsam
	1	10,000	Contract with Terracon for Engineering specification standards
	1	36,000	Electrical service for power wash pad and plug-ins for plow trucks
	1	42,868	Backpayment to LAZ for potential underpayment in prior years
	1	33,626	Ongoing transportation demand management project delayed from 2020
	1	40,000	Contract in place in 2020 but work delayed to 2021
	1	35,000	Fence Replacement on Oberon Rd work delayed to 2021
			Vibrant Communities and Neighborhoods
	1	15,828	Resilient Arvada/Neighborhood Engagement Grant \$
General Fund		\$ 926,536	
	4	61,467	Stantec software for Streets Assessment (final payment)
Street Maintenance		\$ 61,467	
	14	18,060	Two aerators
	14	600	Neighborhood Grant for park entrance improvements - purchase will be in 2021
	14	6,595	Snowblower attachment for Toro
Parks Fund		\$ 25,255	
	41	9,690,209	Denver Moffat Project
	41	129,644	WTP Maint. & Repairs
	41	2,842,699	Hwy 93 Water Tank & Pipeline
	41	31,088	Ralston Reaction Tank Bypass
	41	1,841,320	Ralston WTP Pump Station
	41	3,777,050	Raw Water Pump Station
	41	164,179	RWTP Parking Lot Extension
	41	507,086	Fluoride System Replacement
	41	225,000	RWTP Solids Handling
	41	600,000	RWTP Filter Improvements
	41	50,000	Hydraulic Modeling 2020/21
	41	1,361,513	Water main replacement
Water Fund		\$ 21,219,788	

42	1,333,534	CIPP and Open Cut
42	1,926,605	Ralston Pipeline Repl/Oversz
42	336,761	Sanitary Sewer Master Plan
Wastewater Fund	\$ 3,596,900	
43	3,800	Golf Lift ordered in 2020 not received until 2021
Golf Course Fund	\$ 3,800	
44	451,783	Misc Drainage
44	95,769	Leyden Ck Xing @ Alkire
44	15,180	Ralston Ck @ Croke Xing
44	69,142	UDFCD Joint MP Studies
44	61,649	Stormwater Master Plan
44	2,445,609	Lake Arbor Dredging
44	74,579	Lower Ralston Crk (CWCB Grant)
44	38,704	Arvada Center Detention Pond
Stormwater Fund	\$ 3,252,415	
54	226,000	Bucket Truck ordered late 2020 has not been received
54	205,561	Water Break Van - partially funded by Water Operations - ordered and not received
54	62,365	John Deere Utility Tractor - ordered and not received
54	61,796	Two Ford 5350 Reg Cab - partially funded by Water Operations - ordered and not received
54	36,541	Ford F250 Supercab Plow Truck - ordered and not received
54	34,008	Ford F250 Crewcab with 6.5' bed - ordered and not received
54	26,442	Bolt electric vehicle - ordered and not received
54	52,000	PD CRIT Vehicle repl/purch early
54	20,736	Equipment for trucks - ordered and not received
54	6,536	All purpose seeder - ordered and not received
54	2,976	5'x8' Trailer for VCN - ordered and not received
54	10,590	Vehicle parts and supplies
Vehicles	\$ 745,551	
55	1,159,424	Parking lot replacement scheduled for 2020 was delayed to 2021
55	73,117	Majestic View Roof Replacement - not yet complete
Buildings	\$ 1,232,541	
52	75,000	Carryover of one-time funds from CMO for CRM system
52	166,000	Transfer from General Fund for CRM system
52	50,000	PD Fingerprint upgrade project
52	78,500	Google licenses
52	55,000	Windows Enterprise licenses
52	10,000	crowdstike professional services
52	50,200	automox services
52	11,602	cloudflare firewall - from supplemental entry
52	88,000	Momix implementation
Computers	\$ 584,302	
51	46,074	2020 Open workers comp claims not paid in 2020
51	49,800	2020 open liability claims not paid in 2020
51	35,000	Training not done in 2020 due to covid but planned for 2021
51	15,000	Valerie field training not done in 2020 due to covid but planned for 2021
51	3,800	Golf Lift ordered in 2020 not received until 2021
Insurance Fund	\$ 149,674	
53	7,700	Lease for the mail machine. Budgeted in 2020 but lease not signed until 2021
Print Shop	7,700	
15	749,000	PD CRIT Vehicle - Incident Command Van
Police Seizure Fund	\$ 749,000	
Total Carryovers	\$ 32,554,929	



2021 FIRST BUDGET ORDINANCE



OVERVIEW

2020 Carry-over Items

- Projects, programs approved but not completed in 2020

2021 One-time Items

- Priorities identified during the 2021 budget process that did not have an identified funding source

2021 New Requests

- Items identified at previous City Council meetings that need formal appropriation



2020 CARRYOVER



FUND	AMOUNT
General	\$ 926,536
Street Maintenance	61,467
Parks	25,255
Police Seizure	749,000
Water	21,219,788
Wastewater	3,596,900
Golf	3,800
Stormwater	3,252,415
Insurance	149,674
Computers	584,302
Print Shop	7,700
Vehicles	745,551
Buildings	<u>1,232,541</u>
TOTAL	\$ 32,554,929

2020 CARRYOVER DETAIL

GENERAL FUND

AMOUNT

System improvements	\$ 360,464
Projects	133,626
Operations	<u>432,446</u>
Total	\$ 926,536

PROJECTS

- Sub-area Plan
- Engineering specs
- Equipment Purchases

ALL OTHER FUNDS

AMOUNT

Capital Items	\$27,516,327
Street Maintenance	61,467
Equipment/Vehicles	1,457,513
Operations	<u>2,519,893</u>
Total	\$31,628,393

CAPITAL PROJECTS

- Denver Moffat Project
- Raw Water Pump Station
- Hwy 93 Water Tank & Pipeline
- Ralston Pipeline Replacement
- Ralston WTP Pump Station
- Lake Arbor Dredging

2020 ONE-TIME DETAIL

GENERAL FUND	AMOUNT
Legal Expenses	\$ 500,000
Visitor's center	<u>50,000</u>
Total	\$ 550,000



2021 NEW REQUESTS



FUND	AMOUNT
General Fund	\$ 2,575,343
Streets Fund	269,138
Capital Projects Fund	3,381,274
Water	184,000
Stormwater	83,191
Vehicles	<u>2,152,345</u>
TOTAL	\$ 8.645.291

2021 NEW REQUESTS DETAIL

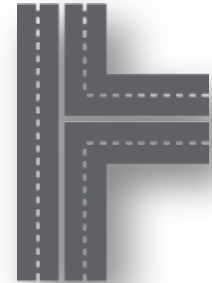
ALL OTHER FUNDS

AMOUNT

Capital Projects	\$ 5,139,808
Vehicle purchases	2,152,345
Street Maintenance	269,138
Operations	<u>1,084,000</u>
Total	\$ 8,645,291

CAPITAL PROJECTS

- West Woods Clubhouse
- Parks TLC
- Future Development Projects



SOURCE OF “ONE-TIME” FUNDS

GENERAL FUND



REVENUES	AMOUNT
Sales Tax	\$ 3,527,000
Auto Use	1,033,000
Building Revenues	1,210,000
All other (franchise, courts, general use)	<u>(30,000)</u>
Total Revenues	\$ 5,740,000

EXPENDITURES	AMOUNT
Total Expenditure Savings	\$ 5,931,000
Carryover	<u>(926,000)</u>
Total Expenditures	\$ 5,005,000
Total Savings	\$ 10,745,000
Proposed One-Time Use	\$ 550,000
Proposed New Budget Requests	\$ 2,575,000
10-year Model/Additional One-time Uses	\$ 7,620,000

10-YEAR MODEL ASSUMPTION CHANGES

	All Funds	Fund 01	Fund 21	Fund 22
3 eliminated positions	\$3,489,420	\$3,489,420		
CIP - engineers	\$2,976,445	\$2,976,445		
4 police officers	\$4,427,988		\$4,427,988	
2024 salary freeze	\$12,322,801	\$7,619,980	\$671,476	\$805,653
Health Care adjustment	\$5,419,249	\$3,354,811	\$292,443	\$342,880
2021 steps	\$3,400,000	\$2,040,000		
2021 SRA	\$9,000,000	\$5,400,000		
	\$41,035,903	\$24,880,656	\$5,391,907	\$1,148,533

BUDGET CHALLENGES

	All Funds	Fund 01	Fund 21	Fund 22
Homeless Navigator (F9)	\$908,136			
Line Items	\$6,837,779	\$6,837,779		
AURA (2028-2030)	\$9,100,000	\$8,463,000	\$637,000	
Body Worn Cameras	\$3,000,000	\$2,100,000	\$540,000	\$360,000
Computer Security	????			
	\$19,845,915	\$17,400,779	\$1,177,000	\$360,000

QUESTIONS





2020 Fourth Quarter Financial Report (Unaudited)

City Council
April 19, 2021

OVERVIEW

- Revenues ended the year positive
- Expenditures are in line with budgets
- CARES Act Funds were 100% distributed
- COVID-19 still front and center



PERFORMANCE



- Spent **\$13,523,998** on patching, milling, overlay and concrete on **89.5** lane miles of roads
- Processed **41,584** sales tax returns from **7,660** businesses that produced **\$67,036,668** in Total Sales Tax Revenue
- Issued **285** total building permits **205** single-family detached **80** Duplex and **0** Commercial) producing **\$6,020,602** in Building Revenue



PERFORMANCE



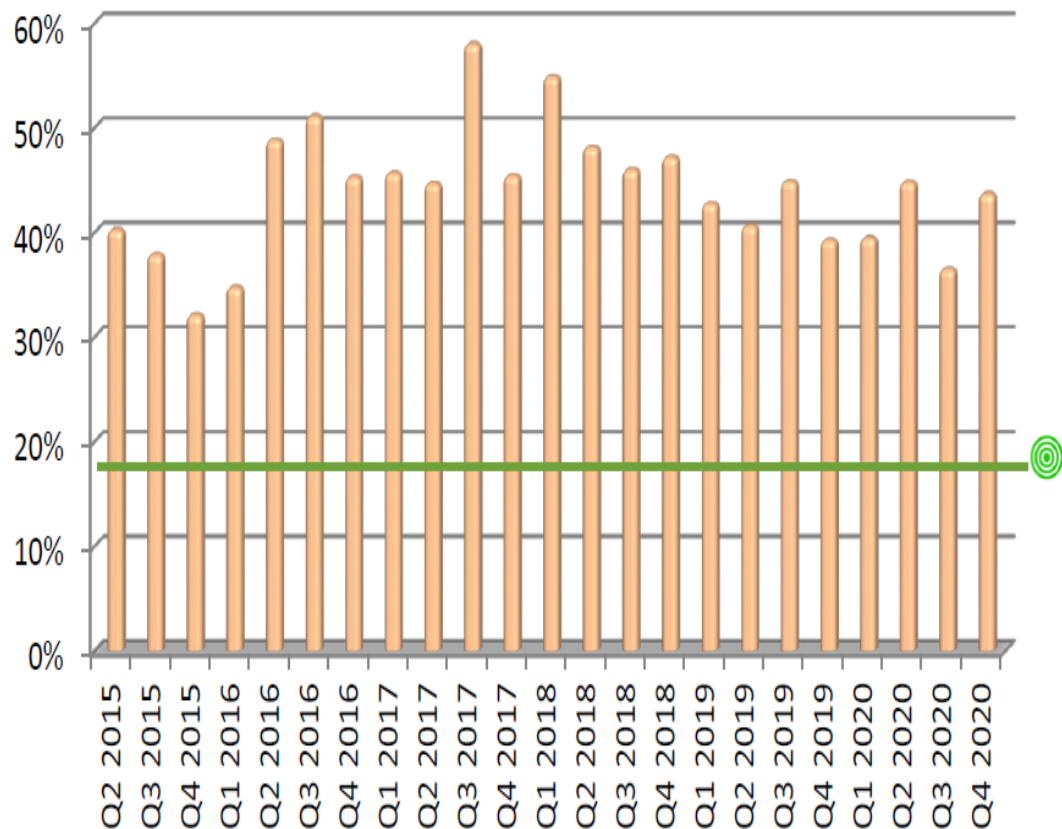
- Police Department made good progress towards its strategic result of **80% of Priority 0 or 1 calls in under 5 minutes** with improvements in all 4 sectors!
- City of Arvada **unemployment** moved up dramatically to **7.8%** above the national level of **6.7%** and the state level of **6.9%**.
- **13 of 15 Funds** meet or exceed Council's established Fund Balance Goal



PERFORMANCE



GENERAL FUND ENDING
FUND BALANCE BY QUARTER
COMPARED TO FUND
BALANCE GOAL OF 17% OF
BUDGETED EXPENDITURES



PERFORMANCE



INFRASTRUCTURE

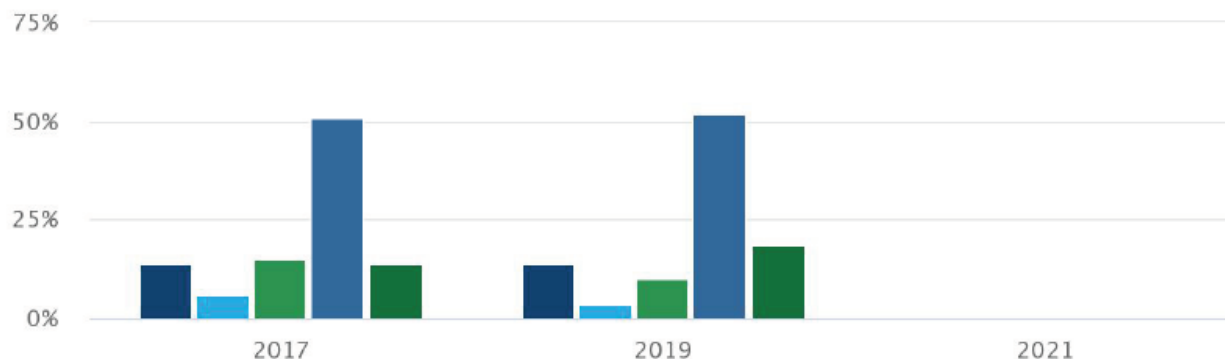


BY 12/20, COMPLETE AND IMPLEMENT A STREET MAINTENANCE MASTER PLAN

Through 12/25, prepare an annual street maintenance report for City Council and the community

4/1/19-12/31/25

COMMUNITY SURVEY: ROAD CONVENIENCE AND ACCESSIBILITY



- 2-5 Does not meet my expectations
- 0-1 does not meet my expectations at all
- 5 Meets expectations
- 6-8 Exceeds my expectations
- 9-10 Greatly exceeds my expectations



PERFORMANCE



SAFE COMMUNITY



BY 12/21, OBTAIN THE SAFEST CITY DESIGNATION ACCORDING TO THE NATIONAL INCIDENT-BASED REPORTING SYSTEM (NIBRS)

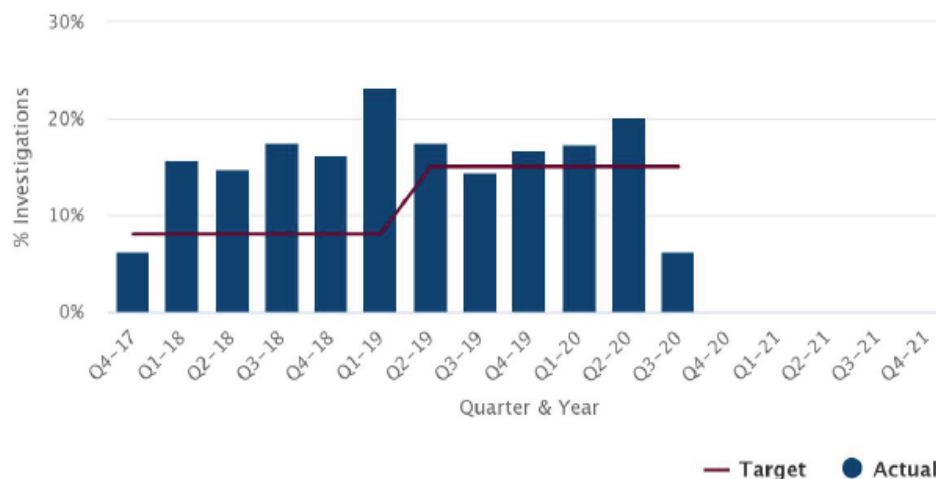
Annually, 80% of calls with a priority of "0" or "1" will have less than 5 minute response time

4/1/19 - 12/31/21

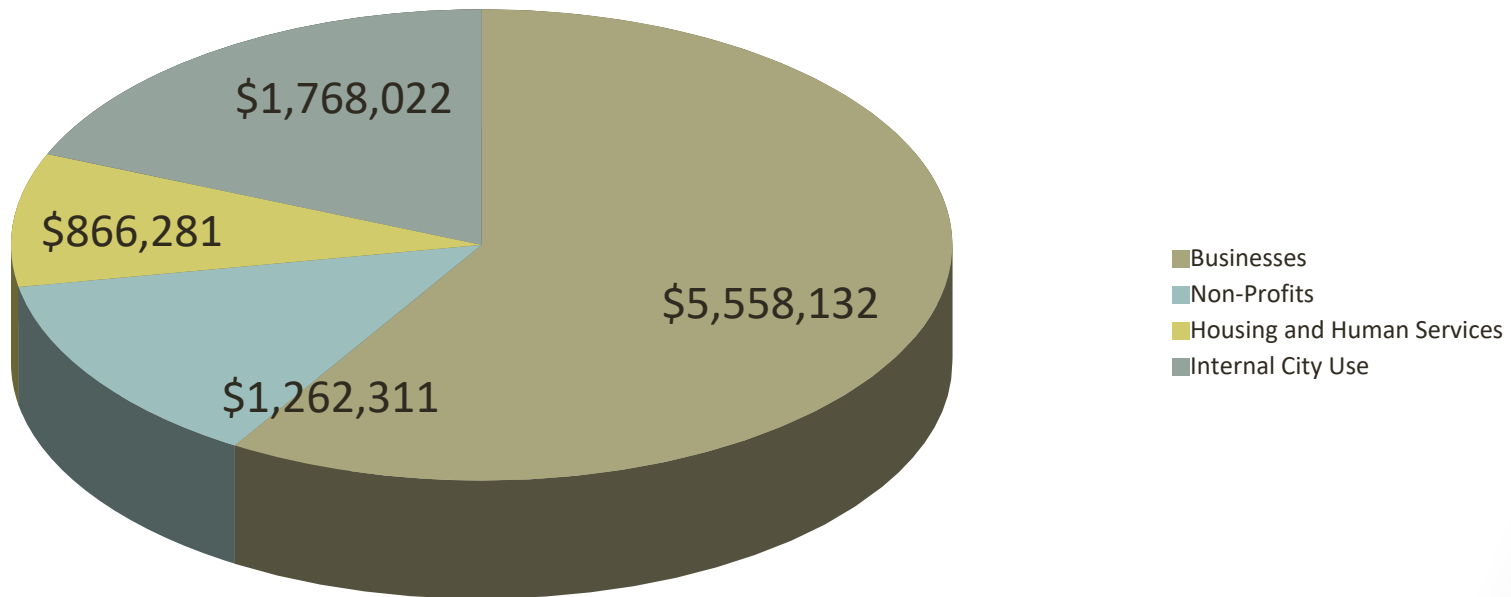
By 12/21, Arvada will have a traffic accident rate lower than the national average

4/1/19 - 12/21/21

UPDATE 10/02/2020- LAB: BY 2022, 20% OF CSI INVESTIGATIONS WILL RESULT IN A CODIS OR AFIS HIT: THIS MEASURE TRACKS DNA AND/OR FINGER PRINT "HITS" MATCHING POSSIBLE SUSPECTS OR LEADS TO A CRIMINAL CASE. THIS INFORMATION IS HELPFUL IN IDENTIFYING LEADS, RE-OPEN INACTIVE CASES, SOLVING CASES AND ULTIMATELY MORE ARRESTS AND CASES FILED.



CARES ACT ALLOCATION



GENERAL FUND OVERVIEW



GENERAL FUND	YEAR TO DATE
Property Tax	POSITIVE
Sales Tax	POSITIVE
Auto Use Tax	POSITIVE
General Use Tax	NEGATIVE
Court Revenues	NEGATIVE
Building Revenues	POSITIVE
Interest Revenue	POSITIVE
Personnel Expenditures	POSITIVE
Other Expenditures	POSITIVE

PERFORMANCE - ACTUALS VS. BUDGET

SALES TAX

SALES TAX	YEAR TO DATE
Overall	POSITIVE

Retail	POSITIVE
Wholesale	POSITIVE
Accommodation & Food Services	NEGATIVE
Utilities	NEGATIVE
Information	POSITIVE
Manufacturing	POSITIVE
Construction	POSITIVE
Finance & Insurance	MONITOR
Real Estate & Rental	NEGATIVE



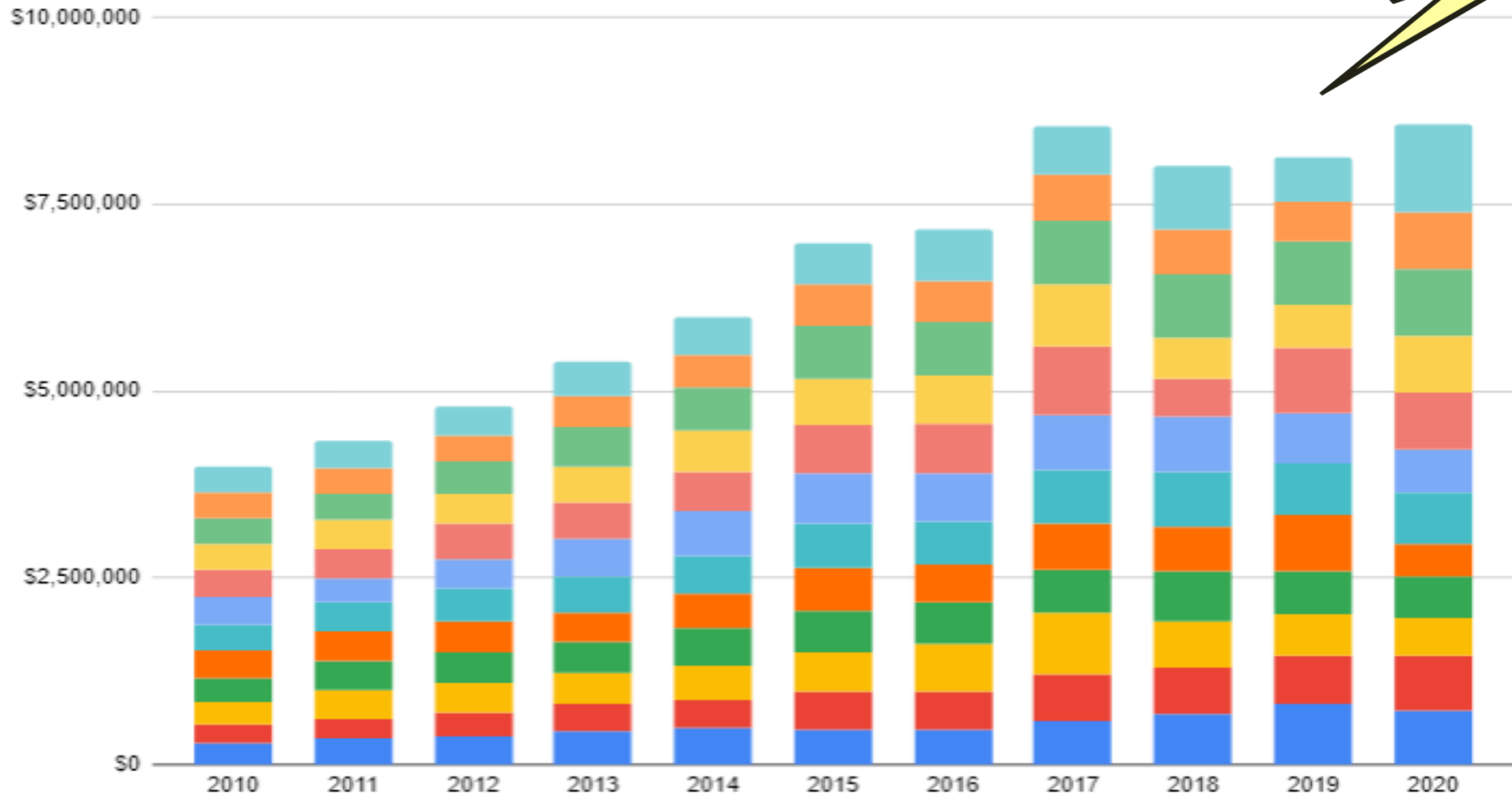
PERFORMANCE - ACTUALS VS. BUDGET

SALES TAX BY NAICS CODES

Top 80% Sales Tax Generating NAICS Categories

NAICS Category	2020 YTD	Percent Change	2019 YTD	Percent Change	2018 YTD
Supermarkets and Other Grocery (except Convenience) Stores	\$ 14,871,525	13.86%	\$ 13,061,519	3.76%	\$ 12,588,051
General Line Grocery Merchant Wholesalers	8,793,799	12.44%	7,820,833	4.56%	7,480,008
Full-Service Restaurants	3,907,238	-20.95%	4,942,476	6.85%	4,625,583
Electronic Shopping and Mail-Order Houses	4,586,982	81.24%	2,530,902	24.05%	2,040,191
Hardware Stores	4,903,824	12.92%	4,342,610	0.78%	4,309,186
Other Electric Power Generation	3,207,672	-1.98%	3,272,349	3.37%	3,165,613
Limited-Service Restaurants	2,337,229	5.23%	2,221,139	4.35%	2,128,609
Beer, Wine, and Liquor Stores	1,701,945	21.62%	1,399,376	-5.24%	1,476,836
Department Stores	381,754	-26.23%	517,473	-6.94%	556,082
Cable and Other Subscription Programming	980,123	-6.32%	1,046,252	2.08%	1,024,933
Furniture Stores	942,692	7.71%	875,194	4.19%	840,004
Floor Covering Stores	894,468	-1.46%	907,705	-10.46%	1,013,723
Sales Financing	790,214	2.44%	771,357	6.98%	721,043
Wireless Telecommunications Carriers (except Satellite)	874,873	9.00%	802,654	-12.62%	918,532
Plumbing, Heating, and Air-Conditioning Contractors	634,301	29.82%	488,611	-9.75%	541,368

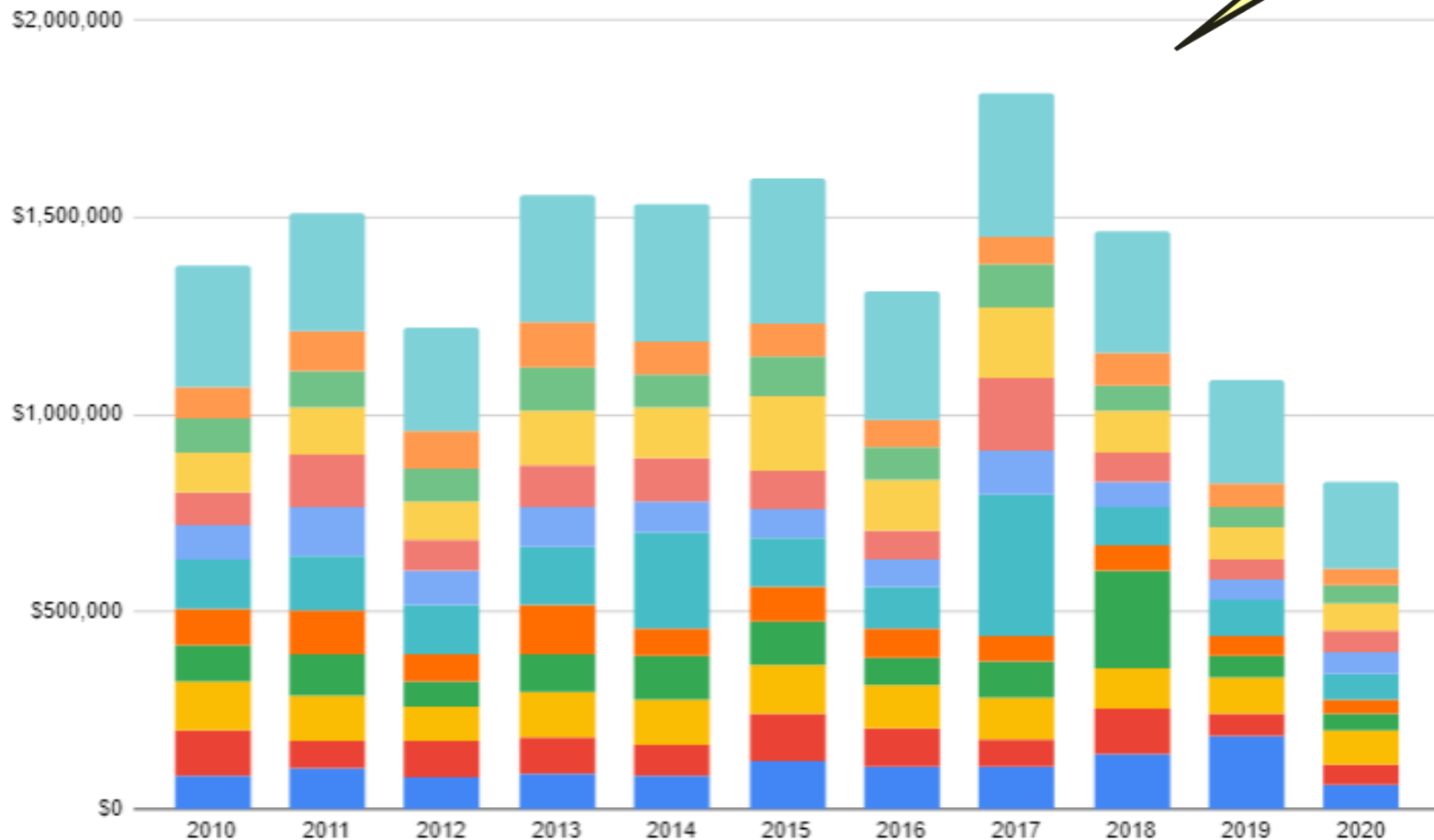
AUTO USE



4.1%
increase

GENERAL USE TAX

**26.9%
Decrease**



OTHER FUNDS OVERVIEW



FUND	REVENUES	EXPENDITURES	YEAR TO DATE
Parks	POSITIVE	POSITIVE	POSITIVE
Tax Increment Funds	POSITIVE	POSITIVE	MONITOR
Community Development	POSITIVE	POSITIVE	POSITIVE
Arvada Housing	POSITIVE	POSITIVE	POSITIVE
Capital Projects	POSITIVE	MONITOR	MONITOR
Water	MONITOR	POSITIVE	POSITIVE
Wastewater	WARNING	POSITIVE	POSITIVE
Stormwater	POSITIVE	POSITIVE	POSITIVE
Golf	MONITOR	POSITIVE	WARNING
Risk Management	POSITIVE	POSITIVE	POSITIVE

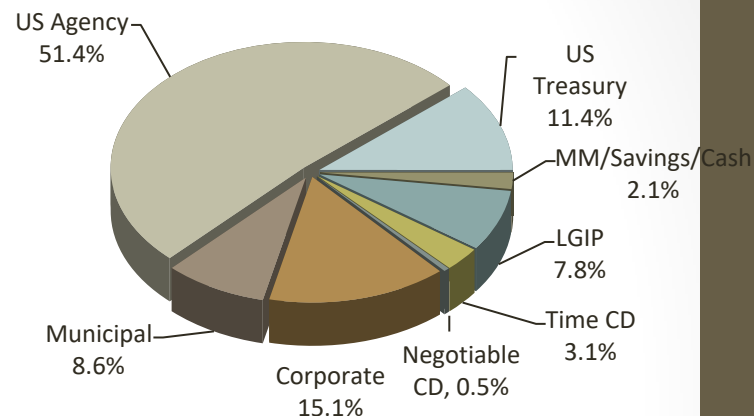
PERFORMANCE - ACTUALS VS. BUDGET

INVESTMENTS

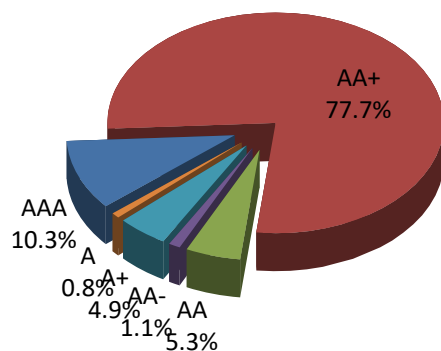
PORTFOLIO PERFORMANCE

	12/31/20	12/31/19	Difference
City Interest Earnings	\$ 2,592,275	\$ 3,266,851	\$ (674,575)
PFM Interest Earnings	1,436,522	882,257	554,266
Total Interest Earned	\$ 4,028,798	\$ 4,149,108	\$ (120,310)
YTD City Portfolio Yield	1.52%	1.97%	-45 bps
YTD PFM Portfolio Yield	1.84%	1.96%	-12 bps
YTD Benchmark	1.11%	2.15%	-104 bps

CONSOLIDATED PORTFOLIO ALLOCATION



CREDIT QUALITY (S&P RATING)



CONSOLIDATED PORTFOLIO CHANGES

	12/31/20	12/31/19	Difference
MM/Savings/Cash	\$ 4,757,787	\$ 3,236,639	\$ 1,521,148
LGIP	17,663,317	44,585,460	(26,922,143)
Time CD	6,980,883	3,862,420	3,118,464
Negotiable CD	1,070,000	1,070,000	-
Corporate	33,957,000	31,539,000	2,418,000
Municipal	19,450,000	10,245,000	9,205,000
US Agency	115,880,000	80,260,000	35,620,000
US Treasury	25,655,000	46,750,000	(21,095,000)
Total - Combined	\$ 225,413,988	\$ 221,548,519	\$ 3,865,468

QUESTIONS





REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.C.

TO: THE HONORABLE CITY COUNCIL

DATE: April 19, 2021

SUBJECT: CB21-015 An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Ordinance No. 4762)

Report in Brief

The Jefferson County School District (District) has agreed to donate rights-of-way (ROW) to the City for the widening of Ralston Road from Yukon Street to Garrison Street. Due to the improvements, the District will lose parking currently located adjacent to Ralston Road so the City will compensate for the loss of parking by re-constructing these spaces.

The Arvada team recommends that the City Council approve CB21-015, An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40.

Financial Impact

Financial Impact: \$170,000.00

The City will be responsible for approximately \$70,000.00 and the remaining of \$100,000.00 will be paid for by the Arvada Urban Renewal Authority (AURA).

This is a one-time request for the construction of one of two bond projects.

Funding source: Funding is currently available through code section 98-101 funds. Bonds were issued in association with the voter approved Ballot Measure 3F and will be used to reimburse the code section 98-101 capital account.

Oracle number CIP 91809 - Ralston Road Construction (City funding)

Oracle number CIP 91615 - Arvada Urban Renewal Authority's contribution of \$3,500,000.00 for the design and construction of streetscape

Background

The proposed improvements impact District property at Wolff Park and Arvada K-8. Due to the project, the District will lose 18 parking spaces at Arvada K-8. Therefore, the project will construct 29 parking spaces located at Ralston Road (10 parallel spaces) and Balsam Street (19 spaces) to compensate for such loss of parking. The total cost to the project is approximately \$170,000.00, and the City will be responsible for approximately \$70,000.00. The remaining \$100,000.00 will be paid for by the Arvada Urban Renewal Authority (AURA) for the enhancement at Wolff Park. The City also has an IGA with AURA, which the City Council approved on September 21, 2020, with the understanding that AURA agreed to contribute \$3,500,000.00 for the design and construction of the streetscape.

The design of the parking has been completed and was included in the construction contract, which the City Council awarded to Hamon Infrastructure, Inc. on March 1.

The monetary value of the District's donation to the City for the Ralston Road project equates to approximately \$362,000.00 for fee ROW and permanent and temporary construction easements. The ROW consists of approximately 560 square feet of fee property, 12,000 square feet of permanent easement, and 43,400 square feet of temporary construction easement. Since the City will be replacing the loss of parking, there will be no exchange of funds between the District and the City.

Discussion

In order to complete construction of the Ralston Road widening project, the acquisition of ROW is necessary. The District has the ability to donate the land to the City and the City has the funds to install the improvements so the District has sufficient parking for their employees.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Infrastructure. In addition, this actions supports completion of Strategic Result 4 (SR4):

Effectively utilize voter approved bond funds for the completion of Ralston Road Phase 2 and the expansion of W. 72nd Avenue.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-015, An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40.

Suggested Motion:

I move that CB21-015, An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40, be (approved on final reading, numbered 4762 and ordered published by title only) (rejected).

Prepared by:
Trang Tran, Civil Engineer I

Reviewed by:
Karen Custer, Administrative Assistant 3/31/2021

SUBJECT: CB21-015 An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Ordinance No. 4762)

PAGE: 3
ITEM: 10.C.

Approved by:

Jacqueline Rhoades, Civil Engineer III	4/5/2021
Don Wick, Director of Public Works	4/5/2021
Bryan Archer, Director of Finance	4/6/2021
Erika Pierce, Litigation Paralegal	4/6/2021
Rachel Morris, City Attorney	4/8/2021
Lorie Gillis, Deputy City Manager	4/8/2021
Mark Deven, City Manager	4/8/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-015
ORDINANCE NO. 4762

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ARVADA AND JEFFERSON COUNTY SCHOOL DISTRICT NO.
R-1 RELATING TO STREET IMPROVEMENTS TO RALSTON ROAD PUBLIC PROJECT
NO. 18-ST-40

WHEREAS, intergovernmental agreements (“IGAs”) between political subdivisions of the State of Colorado are authorized by C.R.S. Sec. 29-1-103.

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

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, an Intergovernmental Agreement, which is attached hereto, by and between the City of Arvada and Jefferson County School District No. R-1 relating to street improvements to Ralston Road Public Project No. 18-ST-40.

Section 2. Copies of the proposed Intergovernmental Agreement are on file in the Office of the City Clerk and are available for inspection by the public.

Section 3. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of April, 2021.

PASSED, ADOPTED, AND APPROVED this 19th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: April 8, 2021
April 22, 2021

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND JEFFERSON COUNTY SCHOOL DISTRICT NO.
R-1 RELATING TO STREET IMPROVEMENTS TO RALSTON ROAD PUBLIC
PROJECT NO. 18-ST-40 (the “Project”)**

The Parties to this Intergovernmental Agreement (this “Agreement”) made and entered into this day of _____, 20__ (the “Effective Date”), are the City of Arvada, a Colorado home rule municipal corporation (“Arvada”), and Jefferson County School District No. R-1, a Colorado quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), individually, the “Party” and collectively, the “Parties”.

1. RECITALS.

1.1 Arvada and the District are authorized by the Colorado Constitution and state statutes, including C.R.S. § 29-1-203 and, as to Arvada, the City of Arvada Charter, Chapter XIII, Section 13.5, to enter into intergovernmental agreements relating to the provision of services, and for other lawful purposes.

1.2 Arvada and the District wish to enter into a cooperative relationship to achieve matters of mutual interest and community benefit, as more fully set forth herein.

1.3 Arvada wishes to improve Ralston Road as part of Public Project No.18-ST-40 (the “Project”), which will include streets, sidewalk, curb, drainage, utilities, and other improvements as indicated on Exhibit A (the “Improvements”).

1.4 Arvada has the present ability to install, or contract for the installation of, the Improvements.

1.5 Arvada wishes to acquire certain land and easements as indicated on Exhibit B (the “Land”) for the Project.

1.6 The District owns such Land and has the present ability to donate such Land to Arvada.

1.7 As a result of the Project, the District will lose 18 parking spaces currently located adjacent to the Land and Arvada wishes to donate 29 parking spaces located at Ralston Rd (10 parallel spaces) and Balsam Street (19 spaces) as indicated on Exhibit C (the “Replacement Parking Spaces”) to the District to compensate for such loss of parking.

2. PURPOSE. It is the mutual intention of the Parties that Arvada assume responsibility for the installation of the Improvements and the Replacement Parking Spaces and that the District, in exchange therefore, convey the Land to Arvada at no cost to Arvada.

3. TERMS AND CONDITIONS.

3.1 **Improvements.** Arvada shall install or cause the installation of the Improvements and the Replacement Parking Spaces, at Arvada’s sole cost and expense. The District reviewed the Project final design affecting the Land and offered design comments for consideration and approved the final design (“District Approval”) on August 26, 2020 (the “Approval Date”).

3.2 **Land.** Within sixty (60) days of the Effective Date, the District shall convey to Arvada, by quit claim deed and easements substantially in the form attached hereto as Exhibit D, the Land as follows:

- a. Parcel No. RW-25 and RW-25A (Fee);
- b. Parcel No. PE-25, PE-25A, PE-25B, PE-25C, and PE-25D (Permanent Easement); and
- c. Parcel No. TE-25, TE-25A, and TE-25B (Temporary Construction Easement).

3.3 **Consideration.** The Parties understand and agree that the respective obligations herein-described constitute full, complete, and adequate consideration and no additional consideration is intended or required by this Agreement.

4. 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. This Agreement shall not be deemed valid until it has been approved by the Board of Education for the benefit of the District and, if required, by the City Council for the benefit of Arvada.

5. FORCE MAJEURE. 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, pandemic, quarantine, 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 and such party.

6. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this section shall be construed to permit the assignment of this Agreement except by prior written approval by the non-assigning Party.

7. EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

8. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficient given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addresses 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 been previously furnished in writing, to the other party or Parties. Such notice shall be deemed to have been given when deposited in the United States mail.

9. PARAGRAPH CAPTIONS. The captions of the paragraphs 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.

10. 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 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.

11. SEVERABILITY. If any provisions of this Agreement or the application thereof to any Party or circumstance is held to be invalid, illegal, or unenforceable, all other provisions nevertheless shall remain effective, provided the Parties shall forthwith enter into good faith negotiations and proceed with due

diligence to draft a term that will achieve the original intent of the Parties hereunder. To this end, the provisions of the Agreement are declared to be severable.

12. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and the District and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of Arvada and the District that any person other than Arvada or the District receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

13. TERM. The term of this Agreement shall commence on the Effective Date and terminate upon final payment by Arvada to its construction contractor for the Improvements.

14. 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.

15. 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.

16. SIGNATURE IN COUNTERPART. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto the day and year first above mentioned.

CITY OF ARVADA,
a Colorado municipal corporation

Marc Williams, Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1,

a Colorado quasi-municipal corporation
and political subdivision of the State of
Colorado

By: Timothy J. Reed
Title: Executive Director, Facilities and
Construction Management

ATTEST:

By: _____

Bruce Huxley
Title: Director, Planning and Property

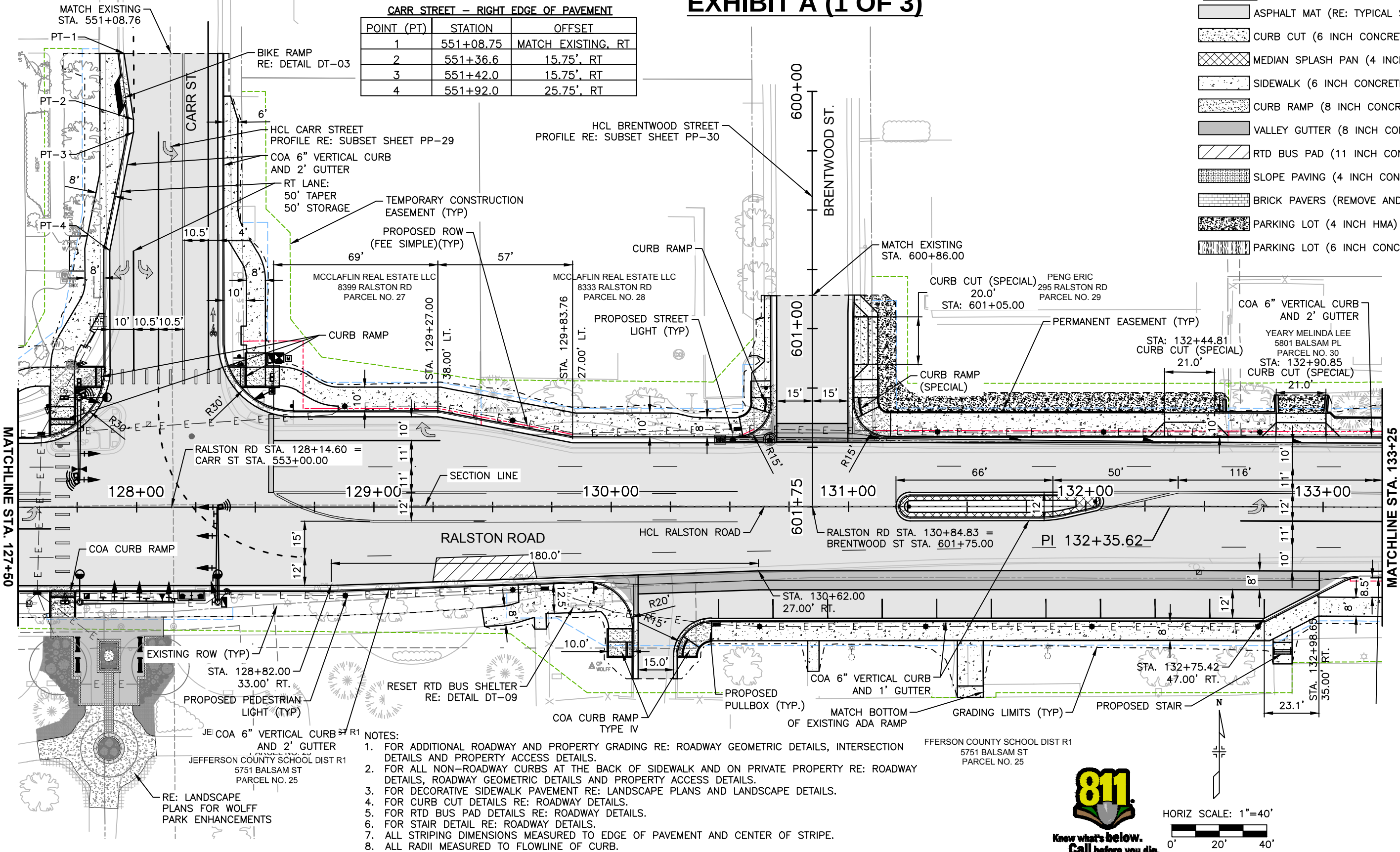
EXHIBIT D
Quit Claim Deed
Permanent Easement
Temporary Construction Easement

EXHIBIT A (1 OF 3)

LEGEND

- ASPHALT MAT (RE: TYPICAL SECTIONS)
- CURB CUT (6 INCH CONCRETE)
- MEDIAN SPLASH PAN (4 INCH CONCRETE)
- SIDEWALK (6 INCH CONCRETE)
- CURB RAMP (8 INCH CONCRETE)
- VALLEY GUTTER (8 INCH CONCRETE)
- RTD BUS PAD (11 INCH CONCRETE)
- SLOPE PAVING (4 INCH CONCRETE)
- BRICK PAVERS (REMOVE AND RESET)
- PARKING LOT (4 INCH HMA)
- PARKING LOT (6 INCH CONCRETE)

CARR STREET - RIGHT EDGE OF PAVEMENT		
POINT (PT)	STATION	OFFSET
1	551+08.75	MATCH EXISTING, RT
2	551+36.6	15.75', RT
3	551+42.0	15.75', RT
4	551+92.0	25.75', RT



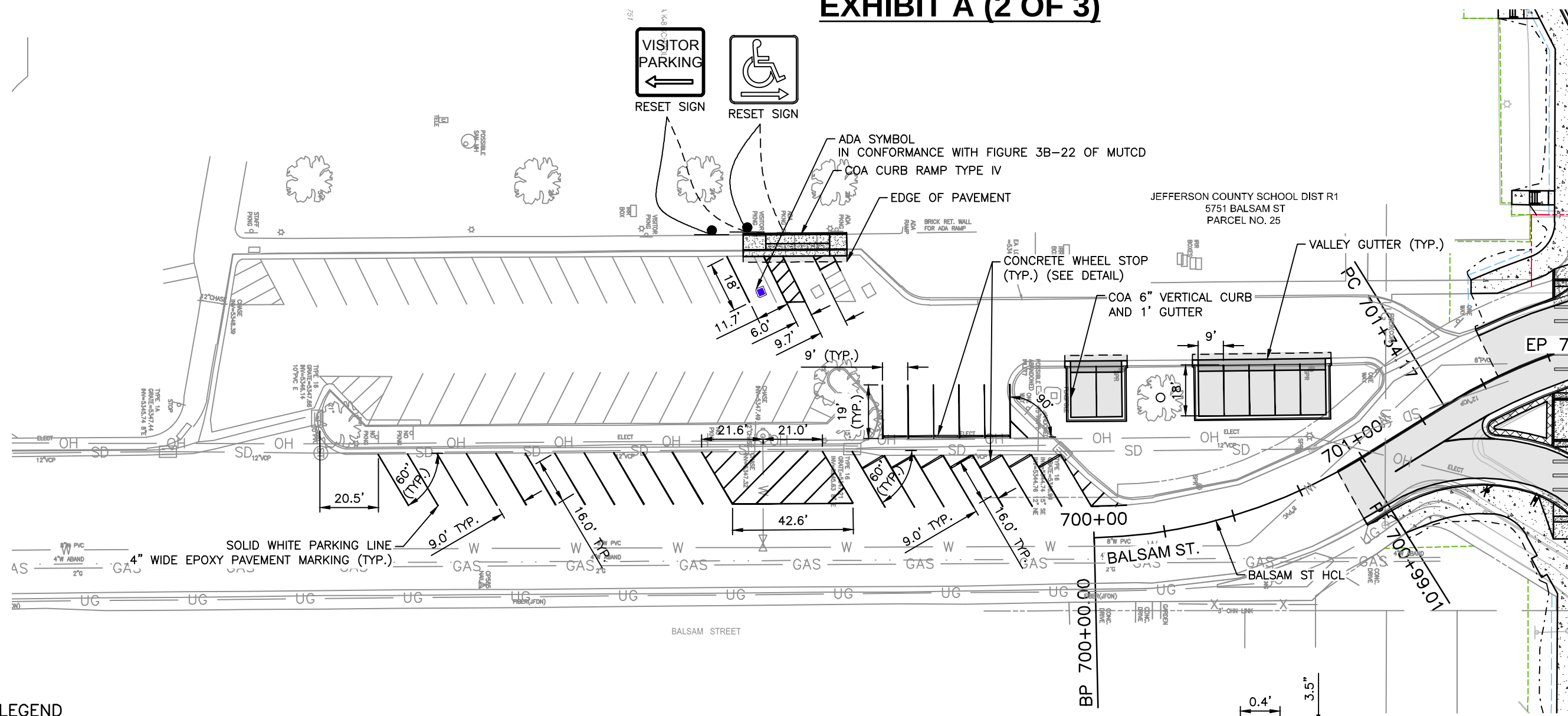
- NOTES:
- FOR ADDITIONAL ROADWAY AND PROPERTY GRADING RE: ROADWAY GEOMETRIC DETAILS, INTERSECTION DETAILS AND PROPERTY ACCESS DETAILS.
 - FOR ALL NON-ROADWAY CURBS AT THE BACK OF SIDEWALK AND ON PRIVATE PROPERTY RE: ROADWAY DETAILS, ROADWAY GEOMETRIC DETAILS AND PROPERTY ACCESS DETAILS.
 - FOR DECORATIVE SIDEWALK PAVEMENT RE: LANDSCAPE PLANS AND LANDSCAPE DETAILS.
 - FOR CURB CUT DETAILS RE: ROADWAY DETAILS.
 - FOR RTD BUS PAD DETAILS RE: ROADWAY DETAILS.
 - FOR STAIR DETAIL RE: ROADWAY DETAILS.
 - ALL STRIPING DIMENSIONS MEASURED TO EDGE OF PAVEMENT AND CENTER OF STRIPE.
 - ALL RADII MEASURED TO FLOWLINE OF CURB.



HORIZ SCALE: 1"=40'

Print Date: 12/7/2020 12:10:54 PM		Sheet Revisions					CITY OF ARVADA PUBLIC WORKS DEPARTMENT		As Constructed		RALSTON RD - YUKON ST TO GARRISON ST ROADWAY PLAN		Project No./Code	
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Horizontal Scale: 1" = 40' Vertical Scale: N/A		R-X	Date	Comments	Initials	Revised:		Designer: JHH	Structure					
 6400 South Fiddlers Green Circle, Suite 1500 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com						Void:		Detailer: BCN	Numbers					
								Sheet Subset: ROADWAY	Subset Sheets: PP-12 of 40	Sheet Number 71				

EXHIBIT A (2 OF 3)

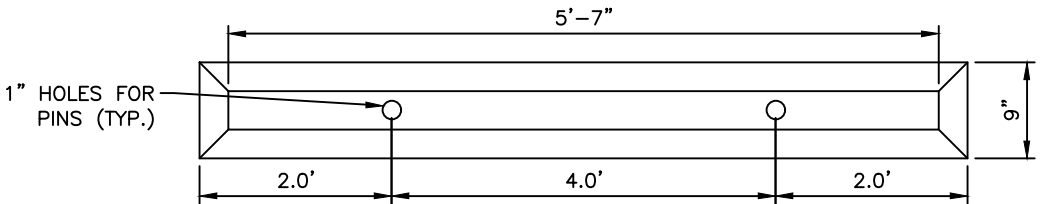


LEGEND

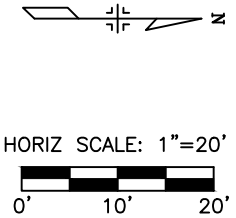
- ASPHALT MAT (RE: TYPICAL SECTIONS)
- CURB CUT (6 INCH CONCRETE)
- MEDIAN SPLASH PAN (4 INCH CONCRETE)
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- PARKING LOT (4 INCH HMA)
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 - FOR DECORATIVE SIDEWALK PAVEMENT RE: LANDSCAPE PLANS AND LANDSCAPE DETAILS.
 - FOR STAIR DETAIL RE: ROADWAY DETAILS.
 - ALL STRIPING DIMENSIONS MEASURED TO EDGE OF PAVEMENT AND CENTER OF STRIPE.

CONCRETE WHEEL STOP DETAIL - SECTION VIEW
N.T.S.



CONCRETE WHEEL STOP DETAIL - PLAN VIEW
N.T.S.

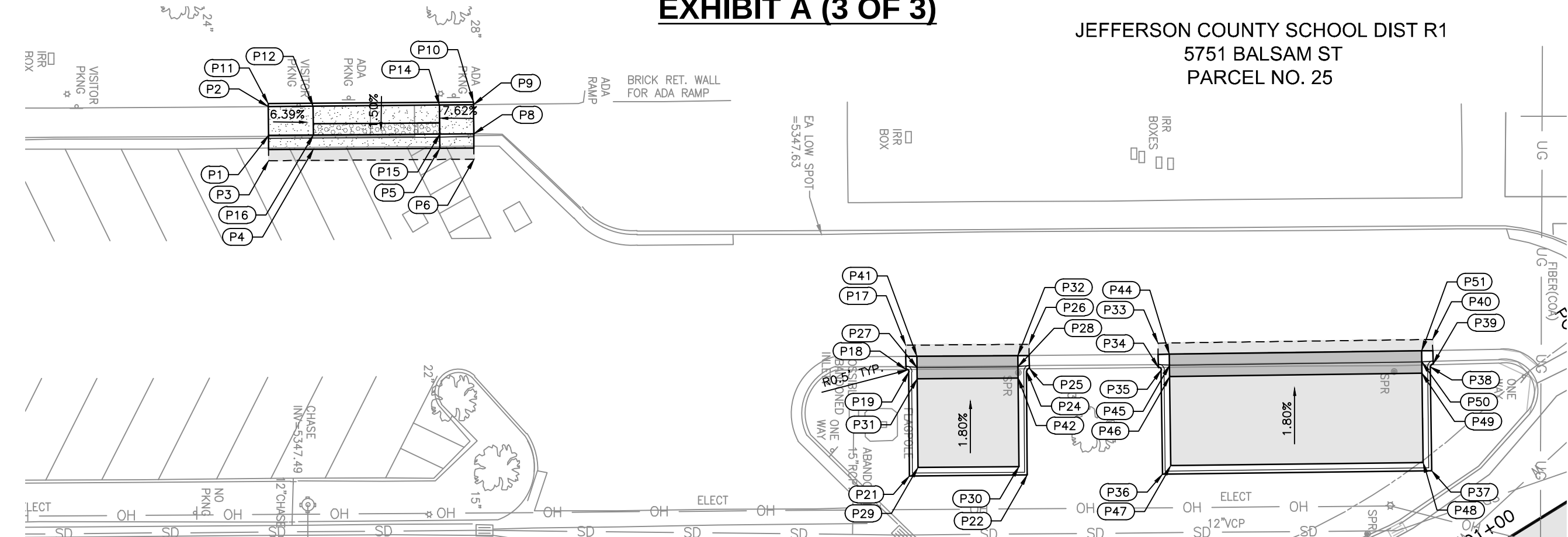


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	Horizontal Scale: 1" = 20' Vertical Scale: N/A							Revised:		Designer: JHH		Structure		
	FELSBURG HOLT & ULLEVIG 6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com							Detailer: BCN		Numbers				
								Void:		Sheet Subset: ROADWAY		Subset Sheets: PP-39 of 40		Sheet Number

EXHIBIT A (3 OF 3)

JEFFERSON COUNTY SCHOOL DIST R1
5751 BALSAM ST
PARCEL NO. 25



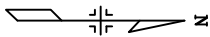
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P3	717359.5001	116277.3856	5348.18	EOP, MATCH EXISTING
P4	717367.4857	116275.3291	5348.22	CURB RAMP BOTTOM; EOP
P5	717389.9934	116275.1702	5348.30	CURB RAMP BOTTOM; EOP
P6	717396.0944	116277.1272	5348.24	EOP, MATCH EXISTING
P8	717396.0627	116272.6273	5348.81	EOP, MATCH EXISTING
P9	717396.0258	116267.4061	5348.89	EOP, MATCH EXISTING
P10	717396.0223	116266.9061	5348.94	EOP, MATCH EXISTING
P11	717359.4223	116267.2319	5348.90	EOP, MATCH EXISTING
P12	717367.4266	116267.6714	5348.39	CURB RAMP BOTTOM
P14	717389.9392	116267.4961	5348.42	CURB RAMP BOTTOM
P15	717389.9758	116272.6703	5348.35	CURB RAMP BOTTOM
P16	717367.4664	116272.8292	5348.31	CURB RAMP BOTTOM
P17	717473.0553	116310.2617	5347.50	EOP, MATCH EXISTING
P18	717473.0765	116314.5588	5347.86	BOC, P.C., MATCH EXISTING

POINT TABLE				
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P22	717494.7256	116333.3885	5347.87	BOC, MATCH EXISTING
P24	717494.5772	116314.8907	5347.68	BOC, P.T.
P25	717495.0739	116314.3867	5347.78	BOC, P.C., MATCH EXISTING
P26	717495.0439	116310.0933	5347.48	EOP, MATCH EXISTING
P27	717475.0714	116314.2464	5347.39	FLOWLINE
P28	717493.0708	116314.1085	5347.34	FLOWLINE
P29	717475.2142	116332.0476	5347.76	EOP
P30	717493.2136	116331.9005	5347.70	EOP
P31	717475.0874	116316.2463	5347.48	EOP
P32	717493.0548	116312.1086	5347.43	EOP
P33	717518.0309	116309.8762	5347.44	EOP, MATCH EXISTING
P34	717518.0737	116314.2174	5347.75	BOC, P.C., MATCH EXISTING
P35	717518.5771	116314.7110	5347.77	BOC, P.T.
P36	717518.8122	116333.2193	5347.81	EOP, MATCH EXISTING

POINT TABLE				
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P39	717567.0614	116313.5942	5347.46	BOC, P.C., MATCH EXISTING
P40	717566.9584	116309.2313	5347.25	EOP, MATCH EXISTING
P41	717475.0553	116312.2464	5347.45	EOP
P42	717493.0869	116316.1084	5347.42	EOP
P44	717520.0409	116311.8544	5347.40	EOP
P45	717520.0663	116313.8542	5347.27	FLOWLINE
P46	717520.0917	116315.8540	5347.36	EOP
P47	717520.2930	116331.7004	5347.64	EOP
P48	717565.2894	116331.1289	5347.51	EOP
P49	717565.0878	116315.2566	5347.23	EOP
P50	717565.0624	116313.2568	5347.14	FLOWLINE
P51	717565.0370	116311.2570	5347.21	EOP



Know what's below.
Call before you dig.



HORIZ SCALE: 1"=20'
0' 10' 20'

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 6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com	

Sheet Revisions			
R-X	Date	Comments	Initials

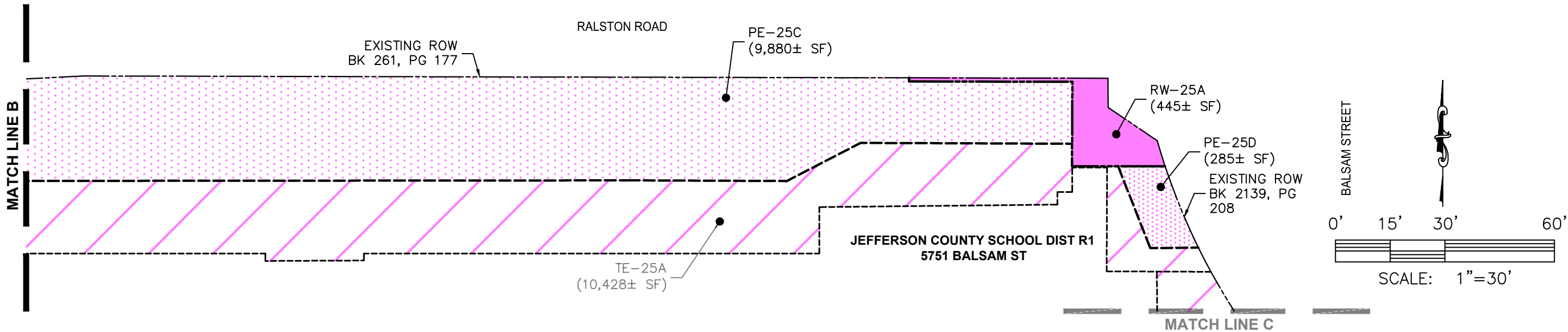
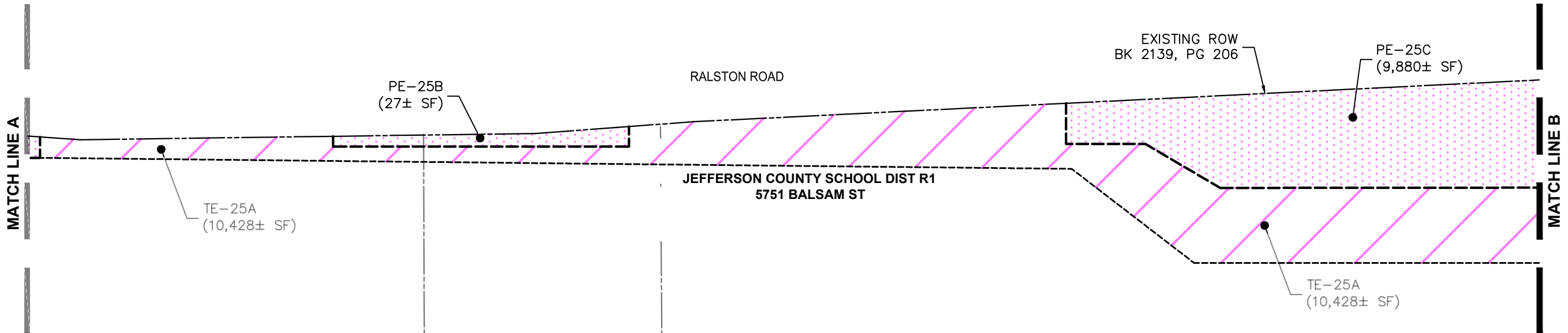
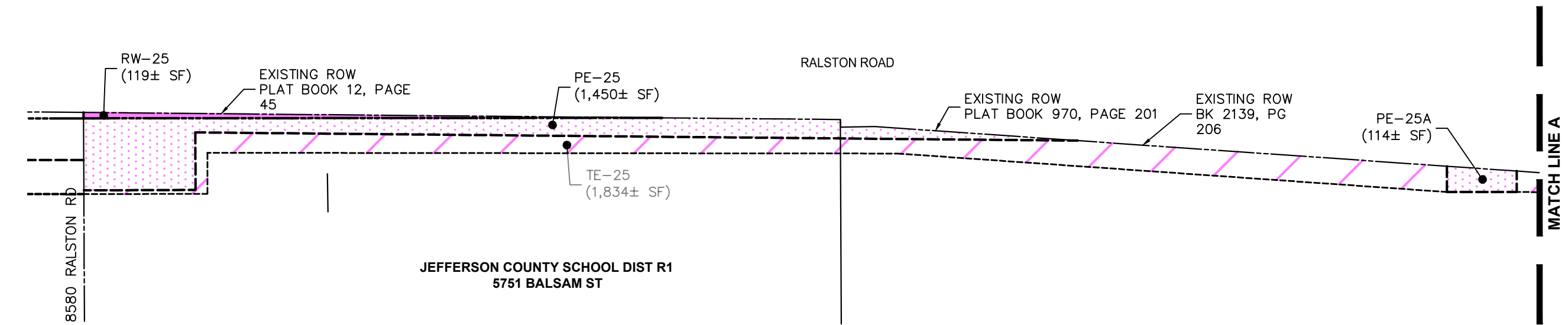


CITY OF ARVADA
PUBLIC WORKS DEPARTMENT

8101 RALSTON ROAD
ARVADA, CO, 80002

As Constructed		RALSTON RD - YUKON ST TO GARRISON ST ROADWAY PLAN SCHOOL PARKING LOT			Project No./Code
No Revisions:					18-ST-40
Revised:		Designer: JHH	Structure		
		Detailer: BCN	Numbers		
Void:		Sheet Subset: ROADWAY	Subset Sheets: PP-40 of 40		Sheet Number

EXHIBIT B



NO.	REVISION	DATE	BY
1			
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

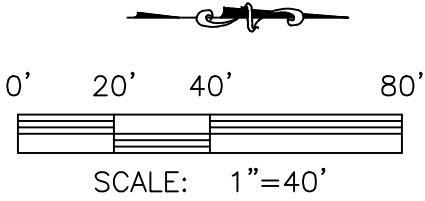
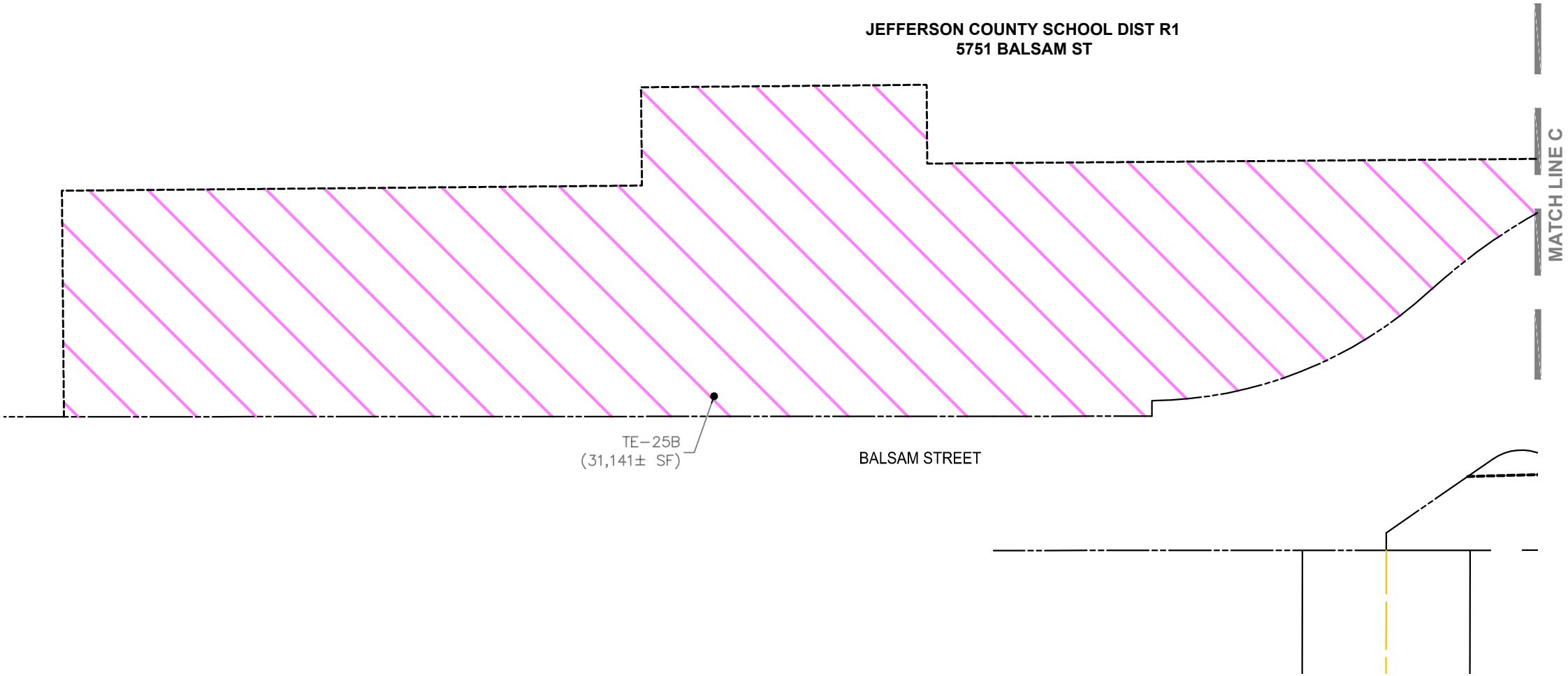
CITY OF
ARVADA

PROJECT NO. 18-ST-40
RALSTON ROAD
EXHIBIT B
YUKON STREET TO GARRISON STREET

ENGINEER	TT
DESIGN BY	FHU
DRAWN BY	TT

SHT	1
OF	2

EXHIBIT B



NO.	REVISION	DATE	BY
1			
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

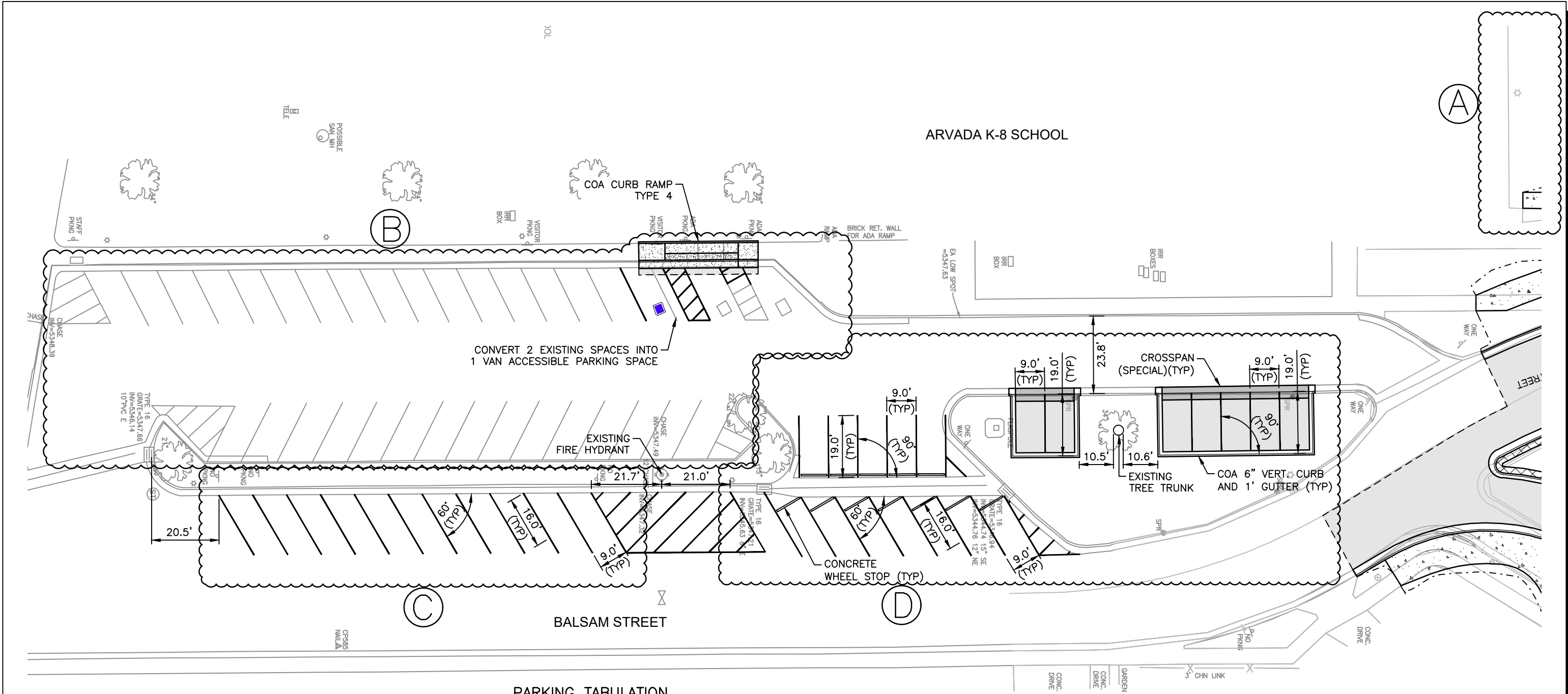
CITY OF

ARVADA

PROJECT NO. 18-ST-40
RALSTON ROAD
EXHIBIT B
YUKON STREET TO GARRISON STREET

ENGINEER
TT
DESIGN BY
FHU
DRAWN BY
TT

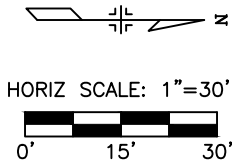
SHT 2
OF 2



PARKING TABULATION

AREA	DESCRIPTION	EXISTING PARKING SPACES*	FUTURE PARKING SPACES*	NET CHANGE	EXISTING ADA SPACES	FUTURE ADA SPACES	NET CHANGE
---	57TH AVE PARKING LOT	37	37	0	2	2	0
---	WEST PARKING LOT (ESTIMATE)	16	16	0	0	0	0
A	PARKING ADJACENT RALSTON RD.	18	10	-8	1	0	-1
B	EXISTING SCHOOL PARKING	35	34	-1	2	3	1
C	EXISTING BALSAM PARKING	11	11	0	0	0	0
D	NEW SCHOOL PARKING	0	20	20	0	0	0
TOTAL		117	128	11	5	5	0

*INCLUDES ADA SPACES (MINIMUM OF 5 ADA SPACES REQUIRED)



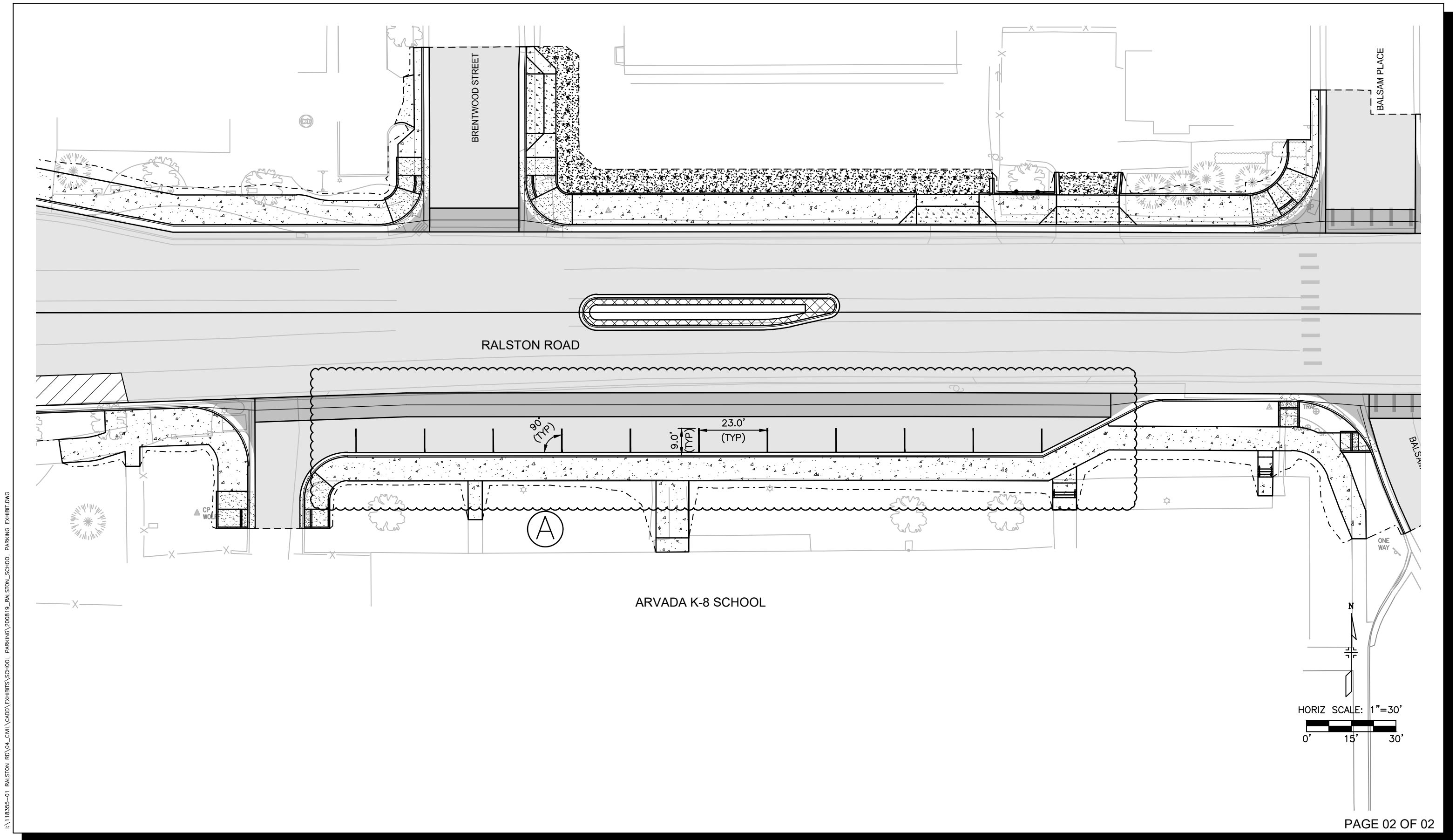


EXHIBIT D

Quit Claim Deed

Permanent Easement

Temporary Construction Easement

**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED

Fee Parcel (RW-25)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: RW-25

December 17, 2020

DESCRIPTION

A Parcel No. RW-25 of the City of Arvada, Right of Way Project Number 18-ST-40, containing 119 sq. ft. (0.003 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said parcel being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet to the Southeast Sixteenth Corner of said Section 10, Thence South 89°08'23" East, a distance of 809.39 feet, to a point on the east line of Lot 6, Glen Ellen Subdivision, recorded at Plat Book 12, Page 45 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence South 89°27'57" East, a distance of 152.91 feet;

Thence South 89°57'02" West, a distance of 152.89 feet, to a point on the east line of Lot 6, Glen Ellen Subdivision, recorded at Plat Book 12, Page 45 of the Jefferson County Records;

Thence along said east line, North 00°13'45" West, a distance of 1.56 feet, more or less, to the **POINT OF BEGINNING**.

The above-described parcel contains 119 sq. ft. (0.003 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (RW-25A)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: RW-25A

December 17, 2020

DESCRIPTION

A Parcel No. RW-25A of the City of Arvada, Right of Way Project Number 18-ST-40, containing 445 sq. ft. (0.010 acres), more or less, in the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said parcel being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence North 89°12'21" East, a distance of 1318.50 feet, to the South Sixteenth Corner of said Section 10 and common to Section 11, Thence South 84°25'11" East, a distance of 568.92 feet, to a point on the existing west right of way line of Balsam Street, recorded at Book 2139, Page 208 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence departing said west line, South 90°00'00" West, a distance of 12.87 feet;

Thence South 90°00'00" West, a distance of 12.63 feet;

Thence North 00°13'27" East, a distance of 6.17 feet;

Thence North 00°13'27" East, a distance of 16.94 feet;

Thence North 89°52'19" West, a distance of 44.75 feet;

Thence North 00°13'27" East, a distance of 1.00 feet, to the existing south right of way line of Ralston Road, recorded at Book 261, Page 177 of the Jefferson County Records;

Thence along said south line, South 89°52'19" East, a distance of 54.50 feet, to a point on the existing west right of way line of Balsam Street, recorded at Book 2139, Page 208 of the Jefferson County Records;

Thence along said existing west right of way line of Balsam Street, South 00°29'19" East, a distance of 8.00 feet;

Thence continuing along said existing west right of way line of Balsam Street, South 55°53'27" East, a distance of 16.21 feet;

Thence continuing along said existing west right of way line of Balsam Street, on the arc of a curve to the left, a radius of 176.00 feet, a central angle of 02°23'11", a distance of 7.33 feet, (a chord bearing South 17°10'53.43" East, a distance of 7.33 feet) more or less, to the **POINT OF BEGINNING**.

The above-described parcel contains 445 sq. ft. (0.010 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (PE-25)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40
PARCEL NUMBER: PE-25
December 17, 2020
DESCRIPTION

A Permanent Easement No. PE-25 of the City of Arvada, Right of Way Project Number 18-ST-40, containing 1450 sq. ft. (0.033 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence South 88°57'09" East, a distance of 1072.23 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence departing said existing south right of way line of Ralston Road, North 89°27'57" West, a distance of 233.21 feet;

Thence South 00°07'13" East, a distance of 15.20 feet;

Thence South 89°46'15" West, a distance of 29.50 feet, to a point on the east line of Lot 6, Glen Ellen Subdivision, recorded at Plat Book 12, Page 45 of the Jefferson County Records;

Thence along said east line, North 00°13'45" West, a distance of 8.03 feet;

Thence continuing along said east line, North 00°13'45" West, a distance of 11.00 feet;

Thence North 89°57'02" East, a distance of 152.89 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records;

Thence along said existing south right of way line of Ralston Road, South 89°27'57" East, a distance of 47.11 feet;

Thence existing south right of way line of Ralston Road, South 00°13'45" East, a distance of 2.00 feet;

Thence existing south right of way line of Ralston Road, North 89°12'22" East, a distance of 9.14 feet;

Thence existing south right of way line of Ralston Road, South 86°02'13" East, a distance of 53.72 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 1,450 sq. ft. (0.033 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (PE-25A)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: PE-25A

December 17, 2020

DESCRIPTION

A Permanent Easement No. PE-25A of the City of Arvada, Right of Way Project Number 18-ST-40, containing 273 sq. ft. (0.006 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North $89^{\circ}05'10''$ East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence South $88^{\circ}42'32''$ East, a distance of 1169.89 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along said existing south right of way line of Ralston Road, South $86^{\circ}02'13''$ East, a distance of 18.47 feet;

Thence departing said existing south right of way line of Ralston Road, South $00^{\circ}02'58''$ East, a distance of 5.52 feet;

Thence South $89^{\circ}57'02''$ West, a distance of 18.42 feet;

Thence North $00^{\circ}02'58''$ West, a distance of 6.81 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 114 sq. ft. (0.003 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (PE-25B)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: PE-25B

December 17, 2020

DESCRIPTION

A Permanent Easement No. PE-25B of the City of Arvada, Right of Way Project Number 18-ST-40, containing 273 sq. ft. (0.006 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10 and the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence South 88°45'25" East, a distance of 1265.74 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along said existing south right of way line of Ralston Road, North 89°12'22" East, a distance of 53.36 feet, to a point on the east line of the Southeast Quarter of Section 10;

Thence continuing along said existing south right of way line of Ralston Road, North 85°45'28" East, a distance of 24.96 feet;

Thence departing said existing south right of way line of Ralston Road, South 00°02'58" East, a distance of 5.31 feet;

Thence North 89°58'41" West, a distance of 78.24 feet;

Thence North 00°02'58" West, a distance of 2.70 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 273 sq. ft. (0.006 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (PE-25C)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40
PARCEL NUMBER: PE-25C
December 17, 2020
DESCRIPTION

A Permanent Easement No. PE-25C of the City of Arvada, Right of Way Project Number 18-ST-40, containing 9880 sq. ft. (0.227 acres), more or less, in the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence North 89°12'21" East, a distance of 1318.50 feet, to the South Sixteenth Corner of said Section 10 and common to Section 11, Thence South 75°15'26" East, a distance of 145.44 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along said existing south right of way line, North 87°10'05" East, a distance of 129.70 feet;

Thence along on the existing south right of way line of Ralston Road, recorded at Book 261, Page 177 of the Jefferson County Records South 89°52'19" East, a distance of 225.88 feet;

Thence departing said on the existing south right of way line of Ralston Road, South 00°13'27" West, a distance of 1.00 feet;

Thence South 89°52'19" East, a distance of 44.75 feet;

Thence South 00°13'27" West, a distance of 16.94 feet;

Thence North 89°46'33" West, a distance of 57.96 feet;

Thence South 62°44'59" West, a distance of 22.76 feet;

Thence North 89°46'33" West, a distance of 42.47 feet;

Thence South 89°57'02" West, a distance of 238.69 feet;

Thence North 59°31'48" West, a distance of 22.96 feet;

Thence South 89°57'02" West, a distance of 20.94 feet;

Thence North 00°02'58" West, a distance of 10.75 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 9,880 sq. ft. (0.227 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (PE-25D)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: PE-25D

December 17, 2020

DESCRIPTION

A Permanent Easement No. PE-25D of the City of Arvada, Right of Way Project Number 18-ST-40, containing 285 sq. ft. (0.007 acres), more or less, in the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence North 89°12'21" East, a distance of 1318.50 feet, to the South Sixteenth Corner of said Section 10 and common to Section 11, Thence South 84°25'11" East, a distance of 568.92 feet, to a point on the existing west right of way line of Balsam Street, recorded at Book 2139, Page 208 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along said existing west right of way line of Balsam Street, on the arc of a curve to the left, a radius of 176.00 feet, a central angle of 07°50'12", a distance of 24.07 feet, (a chord bearing South 22°17'35" East, a distance of 24.05 feet);

Thence departing said existing west right of way line of Balsam Street, South 89°19'07" West, a distance of 13.19 feet;

Thence North 21°26'05" West, a distance of 24.08 feet;

Thence South 90°00'00" East, a distance of 12.87 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 285 sq. ft. (0.007 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED

Temporary Easement (TE-25)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: TE-25

January 19, 2021

DESCRIPTION

A Temporary Easement No. TE-25 of the City of Arvada, Right of Way Project Number 18-ST-40, containing 1,834 sq. ft. (0.042 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence South 87°36'55" East, a distance of 810.08 feet, to a point on the east line of Lot 6, Glen Ellen Subdivision, recorded at Plat Book 12, Page 45 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along the east line of Lot 6, North 00°13'45" West, a distance of 0.97 feet;

Thence departing said east line of Lot 6, North 89°46'15" East, a distance of 29.50 feet;

Thence North 00°07'13" West, a distance of 15.20 feet;

Thence South 89°27'57" East, a distance of 233.21 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records;

Thence along said existing south right of way line, South 86°02'13" East, a distance of 97.78 feet;

Thence departing said existing south right of way line, South 00°02'58" East, a distance of 6.81 feet;

Thence North 85°59'36" West, a distance of 145.41 feet;

Thence North 89°56'13" West, a distance of 182.54 feet;

Thence South 00°02'59" East, a distance of 10.87 feet;

Thence South 89°57'02" West, a distance of 32.64 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Temporary Easement contains 1,834 sq. ft. (0.042 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED

Temporary Easement (TE-25A)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: TE-25A

January 19, 2021

DESCRIPTION

A Temporary Easement No. TE-25A of the City of Arvada, Right of Way Project Number 18-ST-40, containing 10,428 sq. ft. (0.239 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10 and the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence South 88°24'05" East, a distance of 1188.49 feet to the **POINT OF BEGINNING;**

Thence North 00°02'58" West, a distance of 5.52 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records;

Thence along said existing south right of way line of Ralston Road, South 86°02'13" East, a distance of 10.81 feet;

Thence along said existing south right of way line of Ralston Road, North 89°12'22" East, a distance of 66.64 feet;

Thence departing said existing south right of way line of Ralston Road, South 00°02'58" East, a distance of 2.70 feet;

Thence South 89°58'41" East, a distance of 78.24 feet;

Thence North 00°02'58" West, a distance of 5.31 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records;

Thence along said existing south right of way line of Ralston Road, North 85°45'28" East, a distance of 17.19 feet;

Thence continuing along said existing south right of way line of Ralston Road, North 87°10'05" East, a distance of 98.44 feet;

Thence departing said existing south right of way line of Ralston Road, South 00°02'58" East, a distance of 10.75 feet;

Thence North 89°57'02" East, a distance of 20.94 feet;

Thence South 59°31'48" East, a distance of 22.96 feet;

Thence North 89°57'02" East, a distance of 238.69 feet;

Thence South 89°46'33" East, a distance of 42.47 feet;

Thence North 62°44'59" East, a distance of 22.76 feet;

Thence South 89°46'33" East, a distance of 57.96 feet;

Thence South 00°13'27" West, a distance of 6.17 feet;

Thence South 90°00'00" East, a distance of 12.63 feet;

Thence South 21°26'05" East, a distance of 24.08 feet;

Thence North 89°19'07" East, a distance of 13.19 feet, to a point on the existing west right of way line of Balsam Street, recorded at Book 2139, Page 208, of the Jefferson County Records;

Thence along said existing west right of way line of Balsam Street, on the arc of a curve to the left, a radius of 176.00 feet, a central angle of $02^{\circ}25'45''$, a distance of 7.46 feet, (a chord bearing South $27^{\circ}25'33''$ East, a distance of 7.46 feet);

Thence departing said existing west right of way line of Balsam Street, North $89^{\circ}46'33''$ West, a distance of 28.57 feet;

Thence North $00^{\circ}13'27''$ East, a distance of 28.41 feet;

Thence North $89^{\circ}52'19''$ West, a distance of 9.54 feet;

Thence South $00^{\circ}00'00''$ West, a distance of 6.70 feet;

Thence South $90^{\circ}00'00''$ West, a distance of 4.09 feet;

Thence South $00^{\circ}00'00''$ West, a distance of 3.46 feet;

Thence South $89^{\circ}24'03''$ West, a distance of 65.21 feet;

Thence South $00^{\circ}00'00''$ West, a distance of 12.73 feet;

Thence South $90^{\circ}00'00''$ West, a distance of 124.82 feet;

Thence South $00^{\circ}02'58''$ East, a distance of 1.90 feet;

Thence South $89^{\circ}44'03''$ West, a distance of 27.00 feet;

Thence North $00^{\circ}02'58''$ West, a distance of 2.02 feet;

Thence South $90^{\circ}00'00''$ West, a distance of 145.18 feet;

Thence North $52^{\circ}26'12''$ West, a distance of 40.81 feet;

Thence North $89^{\circ}23'19''$ West, a distance of 272.64 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Temporary Easement contains 10,428 sq. ft. (0.239 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED

Temporary Easement (TE-25B)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: TE-25B

January 19, 2021

DESCRIPTION

A Temporary Easement No. TE-25B of the City of Arvada, Right of Way Project Number 18-ST-40, containing 31,141 sq. ft. (0.715 acres), more or less, in the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence North 89°12'21" East, a distance of 1318.50 feet, to the South Sixteenth Corner of said Section 10 and common to Section 11, Thence South 81°43'22" East, a distance of 584.88 feet, to a point on the existing west right of way line of Balsam Street, recorded at Book 2139, Page 208 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along said existing west right of way line of Balsam Street, on the arc of a curve to the left, a radius of 176.00 feet, a central angle of 13°50'54", a distance of 42.54 feet, (a chord bearing South 35°33'53" East, a distance of 42.44 feet);

Thence continuing along said existing west right of way line of Balsam Street, on the arc of a curve to the right, a radius of 124.00 feet, a central angle of 41°59'51", a distance of 90.89 feet, (a chord bearing South 21°29'19" East, a distance of 88.87 feet);

Thence continuing along said existing west right of way line of Balsam Street, South 89°52'19" East, a distance of 4.64 feet, to the existing west right of way line of Balsam Street as shown on Deed Book 2139, Page 209 of the Jefferson County Records and recorded in Reception Number 585987, of the Jefferson County Records;

Thence along the existing west right of way line of Balsam Street, South 00°01'51" East, a distance of 324.38 feet;

Thence departing said west right of way line, South 89°29'24" West, a distance of 67.37 feet;

Thence North 00°30'36" West, a distance of 172.94 feet;

Thence South 89°29'24" West, a distance of 29.27 feet;

Thence North 00°30'36" West, a distance of 85.15 feet;

Thence North 89°33'24" East, a distance of 23.49 feet;

Thence North 00°26'36" West, a distance of 184.26 feet;

Thence South 89°46'33" East, a distance of 14.81 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Temporary Easement contains 31,141 sq. ft. (0.715 acres), more or less.





REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: April 19, 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: April 19, 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:

Rachel Morris, City Attorney 3/30/2021

Lorie Gillis, Deputy City Manager 4/7/2021

Mark Deven, City Manager 4/7/2021

Enclosure, exhibits & attachments required to support the report

2021 CITY COUNCIL WORKSHOPS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
ADA Presentation Kim Vagher, the City's ADA coordinator, along with representatives from Meeting the Challenge. The City contracted with Meeting the Challenge to perform the data gathering and developing the transition plans. During this workshop, the team will present to the Council the information from the assessment and transition plan work completed by Meeting the Challenge and the team will be looking for feedback from the Council about moving forward with the transition plan. Next Steps: The team will take the feedback from the Council and incorporate the feedback into the transition process.	April 12	PW
Waste Hauling Update (tentative)	April 12	CMO
Charter Review Committee	April 26	CMO
Bond Project Update – 45 Minutes (keep the rest of the agenda light) The engineering team will provide the Council with an update as to the progress of the two bond projects: Ralston Road Phase 2 and West 72nd Ave/UPRR underpass. The team will present information to the Council regarding our current status, the projected schedule, and the status regarding the work with the Union Pacific. The team will also discuss public outreach and the communication plan. Next Steps: The engineering team will continue to move forward with both bond projects and address any council concerns.	April 26	PW
Tobacco and Vaping	April 26	CMO
Metro Districts – 45 minutes Metro districts and their use of financing to fund public infrastructure has been a hot button topic over the past several years. With the use of metro districts increasing in and around Arvada, it is important to insure that the City's foundational documents related to Metro Districts reflect both the current best practices related to the use of Metro Districts and that the Ordinance and model service plan reflects the City Council's vision for what the City's documents should contain before the City considers new metro districts in Arvada. During this workshop we will discuss an updated draft to the City's metro district ordinance and model service plan and seek feedback as to the documents proposed content. Next Steps: Based on City Council feedback, update the proposed metro district ordinance and model service plan and bring forward to City Council for a public hearing for adoption.	May 10	CED
Waste Hauling Update	May 10	
Americans with Disabilities Act Self-Evaluation and Transition Plan (No other workshops)	May 24	PW
	June 14	
	July 12	
	July 26	
	Aug 9	
	Aug 23	
	Sept 27	
	Oct 11	
Communications Update	Oct 25	CMO
	Nov 22	
	Dec 13	
Meyers Pool	TBD	CMO

City Marketing Plan	TBD	CMO
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
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
Body Worn Cameras	TBD	PD
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO
Diversity and Equity Committee	TBD	CMO
Budget Presentation	TBD	Finance
10-year Model Presentation	TBD	Finance
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		