

City of Arvada

City Council Agenda

MAY 15, 2023

CITY COUNCIL CHAMBERS

Regular Business

Councilmembers:

Marc Williams, Mayor
David Jones, Mayor Pro-Tem
Bob Fifer, At large
John Marriott, District 3
Randy Moorman, District 1
Lauren Simpson, District 2
Lisa Smith, At large

Staff Members Usually Present:

Lorie Gillis, City Manager
Linda Haley, Deputy City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Sharon Israel, Director of Utilities
Ryan Stachelski, Dir. of Community & Economic Development
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Rob Smetana, Manager of City Planning & Development
Rachael Kuroiwa, Director of Communications & Engagement
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. May 1, 2023 City Council Meeting
5. Recognitions and Communications
 - A. Recognition of Dan Cupit - Building Code Advisory Board - Presented by Councilmember Fifer
 - B. Recognition of Dave Rhodes - Building Code Advisory Board - Presented by Councilmember Marriott
 - C. Proclamation for United States Marine Corps Memorial Day - Presented by Councilmember Moorman
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda

1. R23-044, A Resolution Authorizing Contract Amendment #1 to a State of Colorado Department of Human Services Contract #23 IBEH 174364 (f/k/a #23 IHJA 174364) by and between the City of Arvada and the State of Colorado to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program
2. R23-045, A Resolution Designating the Director of Community and Economic Development as the Certifying Officer and Environmental Officer for the City of Arvada for the Purposes of Certifying Compliance with Environmental Requirements of the United States Department of Housing and Urban Development ("HUD")

B. Resolutions

1. R23-046, A Resolution Authorizing an Intergovernmental Agreement for Equipment Transfer and Release of Liability Between the City of Arvada and the Town of Lakeside (Presenter: Aaron Jacks, Sr. Asst. Attorney)

C. Ordinances (First Reading)

1. CB23-011, An Ordinance Repealing and Reenacting Section 62-43, Fireworks, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)
2. CB23-012, An Ordinance Authorizing an Intergovernmental Agreement by and Between The City of Arvada and The Jefferson County School District Related to Campbell Elementary School and Oak Park (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)
3. CB23-013, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Infrastructure and Kiddie Academy, from City of Arvada PUD (Planned Unit Development) to City of Arvada CG (Commercial, General), and Amending the Official Zoning Maps of the City of Arvada, Colorado, 9265 Yucca Lane (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)

9. Other

10. Public Hearings - 6:15 PM

- A. CB23-010, An Ordinance Repealing and Reenacting Article XIII, National Electric Code, Section 18-570, Adopted, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code Through the Adoption, by Reference, of the 2023 National Electrical Code, and the Adoption of Penalties for Violations Thereof (Ordinance No. 4843) (Presenter: Ryan Stachelski, Director of Community & Economic Development)

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 MAY 1, 2023

1. Executive Session – 3:00 p.m.

A. Personnel Matter, Pursuant to CRS 24-6-402(4)(f) relating to City Council Appointee evaluations

Councilmember Marriott moved to go into executive session for a Personnel Matter, Pursuant to CRS 24-6-402(4)(f) relating to City Council Appointee evaluations.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson, Smith
The Motion was Approved

Councilmember Simpson was present via Zoom.

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

This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Williams, Councilmember Fifer, Councilmember Marriott, Councilmember Moorman, and Councilmember Smith were all present in chambers.

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 David Jones, Councilmember Bob Fifer, Councilmember John Marriott, Councilmember Randy Moorman, and Councilmember Lisa Smith.

Those Absent: Lauren Simpson

Councilmember Fifer moved to excuse Councilmember Simpson from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Smith
Those Absent: Simpson
The Motion was Approved

Also Present: Lorie Gillis, City Manager, Rachel Morris, City Attorney; Linda Haley, Deputy City Manager; Don Wick, Deputy City Manager; Bryan Archer, Director of Finance; Ryan Stachelski, Director of Community and Economic Development; Rachael Kuroiwa, Director of Communications and Engagement and Kristen Rush, City Clerk.

4. Approval of Minutes – April 17, 2023

The minutes stand approved.

5. Recognition and Communication –

A. Proclamation for Poppy Month - Presented by Mayor Pro Tem Jones

Mayor Pro Tem Jones read the proclamation and said that the poppy flower adorned the battlefields of Flanders Field in France during World War I, and was looked upon by those serving as a living symbol of their fallen comrades' sacrifices. In 1920, after World War I, the poppy became the official flower of The American Legion Family to memorialize the soldiers who fought and died during the war, and distribution of poppies became a Legion national program in 1924. To this day, thanks in large part to the American Legion Auxiliary, the poppy is nationally recognized and worn as a symbol of sacrifice made by the men and women who served and died for their country during a time of war.

Members of the American Legion Auxiliary Wilmore-Richter Unit 161 were present to accept the proclamation.

B. Proclamation for National Preservation Month - Presented by Councilmember Fifer

Councilmember Fifer read the proclamation and said that the National Historic Preservation Act of 1966 created incentives for individuals and organizations across the United States to preserve local historical assets, especially important structures that often stand in the path of growth and development.

In Arvada, citizens acted on this mandate. They collectively worked to place the historic Arvada Flour Mill on the National Register of Historic Places in 1975, the first such entry from our community. These citizens enjoyed the effort, and saw the need for more work to document Arvada history. They established the Arvada Historical Society to facilitate these preservation efforts 50 years ago, in 1972.

This example illustrates the long-term impact that individual efforts can have to educate and inform current residents and future generations about our shared foundation that has enabled the community to grow and thrive over the decades. Preservation also has economic benefits, like the revival of Olde Town Arvada where our City was born.

Historic preservation needs someone to care. National Preservation Month is your opportunity to care, to learn and to become aware of local preservation efforts. Every citizen can play a role in making history by helping to preserve it. Karen Miller was present to accept the Proclamation.

C. Proclamation for Arbor Day - Presented by Councilmember Marriott

Councilmember Marriott read the proclamation and said that City Council will designate May 11, 2023 as Arbor Day in Arvada. Enessa Janes, Director of Vibrant Community and Neighborhoods, was present to accept the Proclamation.

D. Proclamation for Provider Appreciation Day - Presented by Councilmember Moorman

Councilmember Moorman read the proclamation and said that the City Council will designate May 12, 2023 as Provider Appreciation Day. The Proclamation will be mailed to Sarah Hewitt, representing the Angel Hugs Daycare in Arvada and the Jefferson County Childcare Association.

E. Proclamation for Mental Health Month - Presented by Councilmember Smith

Councilmember Smith read the proclamation and said that City Council proclaims the month of May, 2023 as Mental Health Month. Taylor Clepper, Director of Navigation and Housing Services for the Jefferson Center for Mental Health was present to accept the Proclamation.

F. Proclamation for Building Safety Month - Presented by Mayor Pro Tem Jones

Mayor Pro Tem Jones read the proclamation and said that the month of May is recognized as Building Safety Month. The theme for this year is "It Starts with You", it encourages us all to raise awareness about building safety on a personal, local and global scale. This is an opportunity to acknowledge building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry and the role they play in ensuring that the places where we live, learn, work, worship and play are safe and sustainable.

Representatives from the Arvada Fire Protection District and Justin Clark, Chief Building Official were present to accept the Proclamation.

6. Presentations – none

7. Public Comment – none

8. New Business

A. Consent Agenda –

- | | | |
|----|---------|---|
| 1. | R23-040 | A Resolution Authorizing Amendment No. 4 to the Agreement Between the City of Arvada and PCL Construction, Inc. Establishing Contractor's Guaranteed Maximum Price No. 4 of the "Construction Management/General Contractor Agreement for Preconstruction Services for the Rehabilitation and Modification of the Filter and Solids Handling Systems at the Ralston Water Treatment Plant," in an Amount not to Exceed \$1,781,824.00 |
| 2. | R23-041 | A Resolution Authorizing Supplemental Agreement for License Audit No. 249836 Covering Pipeline Crossing on Union Pacific Railroad Property at Mile Post 23.8 on the Moffat Tunnel Subdivision |
| 3. | R23-042 | A Resolution Authorizing a First Amendment to the Lease Agreement Between the City of Arvada and T-Mobile West Tower, LLC, Formerly Voicestream PCS II Corporation |

Councilmember Marriott moved that R23-040, A Resolution Authorizing Amendment No. 4 to the Agreement Between the City of Arvada and PCL Construction, Inc. Establishing Contractor's Guaranteed Maximum Price No. 4 of the "Construction Management/General Contractor Agreement for Preconstruction Services for the Rehabilitation and Modification of the Filter and Solids Handling Systems at the Ralston Water Treatment Plant," in an Amount not to Exceed

\$1,781,824.00; R23-041, Resolution Authorizing Supplemental Agreement for License Audit No. 249836 Covering Pipeline Crossing on Union Pacific Railroad Property at Mile Post 23.8 on the Moffat Tunnel Subdivision; R23-042, A Resolution Authorizing a First Amendment to the Lease Agreement Between the City of Arvada and T-Mobile West Tower, LLC, Formerly Voicestream PCS II Corporation, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Smith

Those Absent: Simpson

The Motion was Approved

B. Resolutions –

1. R23-043 A Resolution Authorizing the Fourth Revision to the City of Arvada City Council Strategic Plan 2020-2025 (Presenter: Lorie Gillis, City Manager)

Lorie Gillis, City Manager, reviewed this resolution with council.

Councilmember Fifer moved that R23-043, A Resolution Authorizing the Fourth Revision to the City of Arvada City Council Strategic Plan 2020-2025, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Smith

Those Absent: Simpson

The Motion was Approved

C. Ordinances (First Reading) –

1. CB23-010 An Ordinance Repealing and Reenacting Article XIII, National Electric Code, Section 18-570, Adopted, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code Through the Adoption, by Reference, of the 2023 National Electrical Code, and the Adoption of Penalties for Violations Thereof (Public Hearing to be set for May 15, 2023 at 6:15 p.m.)

Mayor Pro Tem Jones moved that CB23-010, An Ordinance Repealing and Reenacting Article XIII, National Electric Code, Section 18-570, Adopted, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code Through the Adoption, by Reference, of the 2023 National Electrical Code, and the Adoption of Penalties for Violations Thereof (Public Hearing to be set for May 15, 2023 at 6:15 p.m.), be approved on first reading, ordered published in full, and a public hearing date be set for May 15, 2023 at 6:15 p.m.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Marriott, Moorman, Simpson, Smith

Those Absent: Simpson

The Motion was Approved

9. Other

- A. Motion to Cancel the June 26, 2023 City Council Business Meeting

Councilmember Marriott moved to cancel the June 26, 2023 meeting.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Smith

Those Absent: Simpson

The Motion was Approved

10. Public Hearings –

- A. CB23-009 An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Sales and Use Tax Revenue Bonds, Series 2023 (Ordinance No. 4842) (Presenter: Bryan Archer, Director of Finance)

Mayor Williams opened the public hearing for CB23-009.

Bryan Archer, Director of Finance, reviewed this ordinance with council.

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

Councilmember Marriott moved that CB23-009, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Sales and Use Tax Revenue Bonds, Series 2023, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Smith

Those Absent: Simpson

The Motion was Approved

11. Public Comment - Five Minute Limit – none

12. City Council Reports –

- A. Councilmember Morman invited everyone to his monthly Coffee Chat on Friday, May 19 from 2-4 p.m., at Sweet Bloom at 77th and Wadsworth.

13. City Manager Reports –

- A. Lorie Gillis, City Manager, reviewed the upcoming Workshop schedule.

14. City Attorney Reports – none

15. Adjournment at 6:50 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: May 15, 2023

SUBJECT: Recognition of Dan Cupit - Building Code Advisory Board - Presented by Councilmember Fifer

Report in Brief

City Council will recognize Dan Cupit for his eleven years of service on the Building Code Advisory Board. While this Board does not meet very often, it serves a vital purpose to the City and Dan's service over these many years is very much appreciated.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager 5/1/2023

Linda Haley, Deputy City Manager 5/1/2023

Lorie Gillis, City Manager 5/3/2023

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL

AGENDA ITEM
5.B.

TO: THE HONORABLE CITY COUNCIL

DATE: May 15, 2023

SUBJECT: Recognition of Dave Rhodes - Building Code Advisory Board - Presented by Councilmember Marriott

Report in Brief

City Council will recognize Dave Rhodes for his twelve years of service on the Building Code Advisory Board. While this Board does not meet very often, it serves a vital purpose to the City and Dave's service over these many years is very much appreciated.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager 5/1/2023

Linda Haley, Deputy City Manager 5/1/2023

Lorie Gillis, City Manager 5/3/2023

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL

AGENDA ITEM
5.C.

TO: THE HONORABLE CITY COUNCIL

DATE: May 15, 2023

SUBJECT: Proclamation for United States Marine Corps Memorial Day - Presented by Councilmember Moorman

Report in Brief

City Council will designate April 29, 2023 as United States Marine Corps Memorial Day.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator

Laura Hemler, Assistant City Attorney

Approved by:

Linda Haley, Deputy City Manager

Rachel Morris, City Attorney

Lorie Gillis, City Manager

Enclosure, exhibits & attachments required to support the report

WHEREAS, the United States Marine Corps Memorial was dedicated on August 24th, 1977, by then Governor Vanderhoof and the Commandant of the United States Marine Corps, General Louis H. Wilson in a ceremony at the Memorial on 6th Avenue and Colfax Ave in Golden, CO and the Memorial honors “all Marines for all time”, especially FMF Corpsmen & Chaplains, and respectfully remembers all who serve our Nation; and

WHEREAS, the Memorial contains a time capsule built by Ball Aerospace and buried on December 22, 1976, and marked by a stone on the Circle of Honor to be opened on the 100th Anniversary of the Memorial in August 2076, and the USMC Memorial Foundation assumed the duties of maintaining the Memorial and hosting annual events which had been done since 1977 by the Marine Memorial Association. And is now a 501 (c)3 non-profit organization raising funds to remodel the United States Marine Corps Memorial; and

WHEREAS, the remodel of the United States Marine Corps Memorial will include a Memorial Visitor/Veterans center that will provide assistance referral services to veterans, a place to gather and share histories, a place for remembrances and other events, and a place for training for young people to ensure the legacy of Honor, Courage, and Commitment continues; and

WHEREAS, April 29, 2023, marks the beginning of a significant day of awareness and fundraising for the United States Marine Corps Memorial and the USMC Memorial Foundation beginning with a tour by VIPS (from the Marine Corps, the State of Colorado, and the local community) and a fundraiser dinner at Colorado’s historic Brown Palace Hotel.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, Colorado, that the City recognizes April 29, 2023 as United States Marine Corps Memorial Day.

Dated this 15th day of May, 2023.

Marc Williams, Mayor

David Jones, Mayor Pro Tem

Bob Fifer, Councilmember

John Marriott, Councilmember

Randy Moorman, Councilmember

Lisa Smith, Councilmember

Lauren Simpson, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 15, 2023

SUBJECT: Consent Agenda

Report in Brief

1. R23-044, A Resolution Authorizing Contract Amendment #1 to a State of Colorado Department of Human Services Contract #23 IBEH 174364 (f/k/a #23 IHJA 174364) by and between the City of Arvada and the State of Colorado to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program

2. R23-045, A Resolution Designating the Director of Community and Economic Development as the Certifying Officer and Environmental Officer for the City of Arvada for the Purposes of Certifying Compliance with Environmental Requirements of the United States Department of Housing and Urban Development ("HUD")

Suggested Motion: Moved by: _____ I move that the Consent Item(s),
Number(s) _____
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: May 15, 2023

SUBJECT: R23-044, A Resolution Authorizing Contract Amendment #1 to a State of Colorado Department of Human Services Contract #23 IBEH 174364 (f/k/a #23 IHJA 174364) by and between the City of Arvada and the State of Colorado to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program

Report in Brief

PRESENTER: Sr. Asst. City Attorney Aaron Jacks

On May 16, 2022, Council authorized a contract with the Colorado Department of Human Services (now known as the Behavioral Health Administration) for grant funding for the Arvada Police Department (APD) Co-Responder Program in the amount of \$250,000.00 for the State's 2022-2023 fiscal year. This amendment increases the budgeted grant funding available to the APD Co-Responder Program to \$310,000.00 for the State's 2023- 2024 fiscal year, and replaces certain exhibits to the original agreement to provide current budget figures and scope of work terms. This resolution also corrects a scrivener's error in the original authorizing resolution.

The Arvada team recommends that the City Council approve R23-044, A Resolution Authorizing Contract Amendment #1 to a State of Colorado Department of Human Services Contract #23 IBEH 174364 (f/k/a #23 IHJA 174364) by and between the City of Arvada and the State of Colorado to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program.

Financial Impact

Approval of this grant makes available an additional \$310,000 to the City to continue the Co-Responder Program during the State's 2023-2024 fiscal year. The grant allows for annual renewals to continue funding of this program beyond fiscal year 2024. The State has committed to continuing this funding, as long as the City and the APD continue to be compliant with the grant's requirements, such as reporting and alignment with State goals, and as long as the State continues to have funding designated for law enforcement-connected co-responder programs. If State funding changes, the grant and Program would be reviewed at that time.

Background

The APD established the APD Co-Responder Program ("Program") in 2016. Mental health "Co-Responders" embedded within the APD respond on scene to make contact with citizens, provide consultation, make linkages with ongoing services, and to assist with on-scene assessment and emergency mental health holds. Since the inception of the Program, the Co-Responders have reduced officer time spent on the total call load for mental health-related calls for service by assisting on scene, following up with referrals, and working to reduce repeated needs for emergency services by providing service linkages. State grant funding supports the APD program.

Discussion

This resolution authorizes ongoing grant funding and updates certain exhibits provided by the State of Colorado Behavioral Health Administration in order to continue the Program.

SUBJECT: R23-044, A Resolution Authorizing Contract Amendment #1 to a State of Colorado Department of Human Services Contract #23 IBEH 174364 (f/k/a #23 IHJA 174364) by and between the City of Arvada and the State of Colorado to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program

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ITEM: 8.A.1.

This funding supports Program efforts to provide mental health referrals and follow-up resources with a variety of therapeutic, substance use, and community-based resources. The Program continues to collaborate with other law enforcement agencies, Fire and EMS agencies, other co-responder programs throughout the State and nationally, the Arvada Municipal Court, and the City of Arvada Housing Department. The increased funding made available by this amendment will permit the Program to better serve the Arvada community.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

This item aligns with Safe Community priority area by supporting the Program's contributions to the APD's community-based policing efforts and interactions with those who require mental health-related services.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R23-044, A Resolution Authorizing Contract Amendment #1 to a State of Colorado Department of Human Services Contract #23 IBEH 174364 (f/k/a #23 IHJA 174364) by and between the City of Arvada and the State of Colorado to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program.

Suggested Motion:

I move that R23-044, A Resolution Authorizing Contract Amendment #1 to a State of Colorado Department of Human Services Contract #23 IBEH 174364 (f/k/a #23 IHJA 174364) by and between the City of Arvada and the State of Colorado to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	4/20/2023
Edward Brady, Deputy Police Chief	4/24/2023
Rachel Morris, City Attorney	5/2/2023
Lorie Gillis, City Manager	5/3/2023

SUBJECT: R23-044, A Resolution Authorizing Contract Amendment #1 to a State of Colorado Department of Human Services Contract #23 IBEH 174364 (f/k/a #23 IHJA 174364) by and between the City of Arvada and the State of Colorado to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program

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ITEM: 8.A.1.

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-044

A RESOLUTION AUTHORIZING CONTRACT AMENDMENT #1 TO A STATE OF
COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT #23 IBEH 174364 (f/k/a #23 IHJA
174364) BY AND BETWEEN
THE CITY OF ARVADA AND THE STATE OF COLORADO TO PROVIDE GRANT
FUNDING TO THE CITY FOR THE ARVADA POLICE DEPARTMENT CO-RESPONDER
PROGRAM

WHEREAS, the State of Colorado (“State”) and the City of Arvada (“Arvada”) previously entered into a State of Colorado Department of Human Services Contract #23 IHJA 174364 by and between the City of Arvada and the State of Colorado to provide grant funding in the amount of \$250,000.00 for the Arvada Police Department Co-Responder Program, dated June 2, 2022 (“Co-Responder Agreement”); and

WHEREAS, State and Arvada now wish to amend the Co-Responder Agreement to increase the budgeted grant amount to Arvada from \$250,000.00 to \$310,000.00 for the 2023-2024 State fiscal year, and to update certain exhibits to the Co-Responder Agreement; and

WHEREAS, the original resolution authorizing the Co-Responder Agreement contains a scrivener’s error noting the State contract number for the Co-Responder Agreement of “23 IHJA 174364”, rather than “23 IBEH 174364”, which should be corrected herein to avoid future confusion; and

WHEREAS, it is to the mutual benefit of the State and Arvada, and the residents of each, to continue the Co-Responder Agreement as amended.

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, Contract Amendment #1 to a State of Colorado Department of Human Services Contract #23 IBEH 174364, by and between the City of Arvada and the State of Colorado to provide grant funding for the Arvada Police Department Co-Responder Program, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 15th day of May, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	Original Contract Number 23 IBEH 174364
Contractor City of Arvada for the use and benefit of the Arvada Police Department	Amendment Contract Number 24 IBEH 182552
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 \$250,000.00 Extension Terms State Fiscal Year 2024 \$310,000.00 Total for All State Fiscal Years \$560,000.00	Contract Performance Beginning Date July 1, 2022 Current Contract Expiration Date June 30, 2024

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR City of Arvada for the use and benefit of the Arvada Police Department _____ By: Marc Williams, Mayor Date: _____	STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director _____ By: Date: _____
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Andrea Eurich / Toni Williamson

Amendment Effective Date: _____

Grantee: City of Arvada for the use and benefit of the Arvada Police Department

Supplemental Signature Page

Approved as to Form Aaron Jacks, Sr. Asst. City Attorney ATTEST: _____ Date: _____	GRANTEE ATTEST Kristen Rush, City Clerk ATTEST: _____ Date: _____
---	--

-- Signature and Cover Page End --

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2023, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

Under the original contract the Contractor has implemented a Co-Responder Services Program for its community by partnering with key stakeholder partners.

The purpose of this contract amendment is to update and replace the following exhibits: Exhibit A, Statement of Work; Exhibit B, Budget, and Exhibit C, Miscellaneous Provisions with the most current versions for Fiscal Year 2024 contract extension and renewal: Exhibit A-1, Statement of Work; Exhibit B-1, Budget, and Exhibit C-1, Miscellaneous Provisions.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit A, Statement of Work with Exhibit A-1, Statement of Work, attached hereto and incorporated herein by reference.
- D. ADD Exhibit B-1, Budget, attached hereto and incorporated herein by reference.

- E. REPLACE Exhibit C, Miscellaneous Provisions, with Exhibit C-1, Miscellaneous Provisions, attached hereto and incorporated herein by reference.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-1 Statement of Work

Co-Responder Program

Article 1 Purpose and Target Population

1.1 Purpose

Co-Responder Programs (“Program”) identify calls for police service where behavioral health (mental health and/or substance use) appear to be a relevant factor and provide effective responses that involve people in crisis and those with behavioral health needs. By creating and fostering partnerships between behavioral health professionals and law enforcement (may include additional first responder types), this model aims to deflect individuals from unnecessary criminal legal system involvement and/or hospitalization, and link them to appropriate and needed services. Behavioral health co-responders shall be dispatched along with law enforcement or may provide a joint secondary response on these calls. The behavioral health provider shall offer assessment and crisis intervention services at the scene, provide referral information to the individual, and provide follow-up, when necessary. The Contractor shall implement and maintain the Program for its community by collaborating with key stakeholders to ensure service delivery, training and resource coordination. The Contractor shall collect data, measure outcomes, and report Program outcomes to the State to assist in determining the effectiveness of the Program.

1.2. Target Population

Individuals who have been brought to the attention of law enforcement and are experiencing or appear to be experiencing a behavioral health crisis or who have other behavioral health needs.

Article 2 Definitions and Acronyms

- 2.1. “BAA”** means Business Associate Agreement
- 2.2. “BHA”** means Behavioral Health Administration
- 2.3. “CDHS”** means Colorado Department of Human Services
- 2.4. “Critical Incident”** means a situation in which death, physical assault and/or serious injuries are sustained by Program staff or clients that occurs during a Co-Responder intervention or response
- 2.5. “HIPAA”** means Health Insurance Portability and Accountability Act of 1996
- 2.6. “RNR”** means Risk-Need-Responsivity model

Article 3 Activities and Services

- 3.1. Start-up Period for New Project Development:** The Contractor shall establish all required Program partnerships and finalize all required contracts needed to begin its Program

operations within three (3) months from the Contract Performance Beginning Date (the Start-Up Period). If the Contractor is unable to implement the Program by the end of the Start-up Period, the Contractor will be placed on a Performance Improvement Plan established in coordination with the Behavioral Health Administration (BHA).

3.2. Revised Work Plan: The Contractor shall provide BHA with an updated Work Plan on at least an annual basis for review and approval.

3.3. Steering Committee:

- a. The Contractor shall develop and maintain a Steering Committee to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall meet at least biannually to discuss, problem-solve and/or guide any changes or issues around the implementation and ongoing development of the Program. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:
 1. Lead law enforcement agency representative;
 2. Behavioral health service provider representative;
 3. Impacted individual/consumer or family member;
 4. Local hospital representative; and
 5. Regional Crisis Services Administrative Services Organization Representative.
- b. Contractor shall also include other entities in the Steering Committee that it determines are integral to the success of the Program, such as prosecutors, jail administrators, advocacy groups, and harm reduction organizations.
- c. The Steering Committee shall be charged with the following:
 1. Initial examination of the nature of the problem and help determine the Program's objectives and design;
 2. Consider how the Program relates to other local criminal justice—behavioral health partnerships that may be in place or are in the process of being established;
 3. Support a forum for planning decisions during the implementation phase and to provide ongoing leadership, problem-solving and design modifications throughout the life of the Program;
 4. Designate appropriate staff to make up a Program Coordination Group;
 5. Identify Program barriers to success and help reduce the impacts of barriers on the Program (such as identification of facilities as stated in Section H.4. below); and
 6. Develop procedures to ensure that essential information is shared in an appropriate manner as stated in Section H.6. below.

3.4. Program Coordination Group:

- a. The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. This Group may be the same as the

Steering Committee, if the creation of two separate groups is unrealistic due to workforce and/or resource limitations. The Program Coordination Group shall:

1. Oversee officer and Program training implementation;
2. Measure the Program's progress toward achieving stated goals;
3. Resolve ongoing challenges to the Program's effectiveness; and
4. Inform agency leaders and other policymakers of Program costs, developments, and progress.

- b. The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.

3.5. Program/Project Manager: The Contractor shall select a Program/Project Manager (Manager) and establish the Manager's role, responsibilities, and authority that includes support of the Steering Committee and the Program Coordination Group. The Contractor shall communicate via email to BHA any changes to the Manager's contact information within one business day of change.

3.6. Partnership Agreements: The Contractor shall develop partnership agreements to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data. The Colorado Department of Human Services (CDHS) and/or BHA do not, however, direct the Contractor (or any other party) to, or give the Contractor (or any other party) authority to, negotiate or enter into any agreements on behalf of CDHS or BHA.

3.7. Data Sharing Agreements: The Contractor shall ensure a data-sharing Business Associates Agreement is developed and put in place between the partner agencies. The data-sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA BAA attached to this Contract.

3.8. Program Policies and Procedures: The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval, including specific policies and procedures for the following aspects of the Program:

- a. Target Population and Eligibility Criteria: The Contractor shall identify the target population, develop eligibility criteria and develop Program policies to identify individuals who will be referred to the Program. The Contractor shall ensure that the referrals include adults at risk for low-level controlled substance-related offenses and misdemeanor crimes all of whom have been repeatedly involved with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.
- b. Call Taker and Dispatcher: The Contractor shall develop policies and procedures for call takers and dispatchers, including, but not limited to, the call information call takers shall gather, the manner in which dispatchers will be provided with up-to-date information on staffing patterns during shifts, and the geographic areas that identify law enforcement and behavioral health co-responders designated to respond to calls.

- c. Stabilization, Observation and Disposition: The Contractor shall develop policies and procedures to help guide co-responder teams (officers and/or behavioral health co-responders) to resolve an encounter with the least restrictive environment for the call's circumstances.
- d. Transportation and Custodial Transfer: The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:
 - 1. Identify facilities that are capable of assuming custodial responsibility, are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement, without specific reasons.
 - 2. Connect individuals with a friend or family member, a peer support group, or crisis center, when available and in noncustodial situations in which the person does not meet the criteria for emergency evaluation and is not under arrest, but officers or the team determine the individual would benefit from services and support.
 - 3. Engage the services of the individual's current behavioral health provider or a crisis team.
- e. Critical Incident Policy: Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response.
- f. The Contractor shall submit a draft copy of each of the policies and procedures required under this Section III (Activities/Services), Paragraph H to BHA for review and comment, and work with BHA to resolve all comments from BHA and incorporate corresponding revisions as agreed upon with BHA in the final policies and procedures.
- g. Information Exchange and Confidentiality: The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner. Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

3.9. Program Training and Cross-training:

- a. State Program Meeting Requirements: The Contractor shall attend an orientation session (mandatory only during Contractor's first year under the Program), monthly Program check-in meetings with the BHA manager, and other required Program meetings and training throughout the term of the Program.
- b. Contractor Training: The Contractor shall provide training necessary for Contractor's Program to include:
 - 1. Officer Training: The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of

- training necessary to ensure, at a minimum, that there is a group of officers sufficient to cover all time shifts and geographic districts.
2. Cross-training: The Contractor shall provide opportunities to behavioral health personnel and other stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, Program policies and procedures, information sharing, safety and other opportunities to see policies translated into action.
- 3.10. **Catchment Area:** The Contractor shall define the service and/or catchment area that best meets the community's needs.
 - 3.11. **Individualized Service Provision:** The Contractor's Program shall link individuals referred to or contacted by the Program to community-based behavioral health supports and services, as appropriate.
 - 3.12. **The Non-Displacement of Resources:** The Contractor shall ensure the Program participants do not receive preferential access to scarce resources that would prevent others in need or on waitlists from being served.
 - 3.13. **Evidence-Based Practices:** The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.
 - 3.14. **Staff Time Tracking and Invoicing:** The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.
 - 3.15. **Use of Contract Funds:** The Contractor may use Contract Funds to support, with the approval of BHA, items including but not limited to, the following:
 - a. Program personnel, project management and community engagement
 - b. Temporary services and treatments necessary to stabilize a participant's condition, including necessary housing
 - c. Outreach and direct costs for services
 - d. Specialized program training
 - e. Dedicated law enforcement resources, including overtime required for participation in operational meetings and training
 - f. Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions
 - g. Collecting and maintaining the data necessary for program evaluation
 - 3.16. **Subcontractor/Partnership Termination:** In the event a partnership with a subcontractor such as a case management or service provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the Program. The Contractor shall communicate any subcontractor termination via email to the State within one Business Day.
 - 3.17. **Critical Incident Reporting:** If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection

on the BHA data collection form and inform the Manager of Co-Responder Services within 3 days to determine any additional actions.

Article 4 **Deliverables**

- 4.1.** Activities noted below shall be emailed by the listed Due Date below to cdhs_bhadeliverables@state.co.us unless otherwise specified.
- 4.2.** Deliverables table

DELIVERABLES	DATE DUE
Revised Work Plan	Due 30 days from Contract Effective Date and after that annually.
Program Policies and Procedures Document	During implementation phase: 1. Draft document due to BHA 90 days from Contract Effective Date. 2. Final document due to BHA 30 days from reviewed draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within 10 days of changes.
Submit copy of partnership agreement(s)	Upon execution of partnership agreement(s)
Participate in a monthly progress status meeting with the BHA Manager of Co-Responder Services. Meetings may be in-person or via phone or video conference.	Monthly
Monthly Reporting using template provided by BHA, on current performance outcomes	Monthly - 15 days after the end of the reporting month.
Submit copy of subcontract(s)	Upon execution of subcontract(s)
Submit copy of the Steering Committee and Policy Coordination Group Member Rosters* <i>*If Steering Committee and Policy Coordination Group members are the same, note the rationale on roster.</i>	60 days after contract execution and as updated

Article 5
Performance Outcome Measures

- 5.1.** Measure: Number of referrals received and responded to by Program
Outcome Goal: Of the total number of Program referrals, 70% or more will receive a response.
- 5.2.** Measure: Number of calls that do not result in arrest
Outcome Goal: Of the total number of active Co-Responder calls, 90% or more will not result in arrest when there is no cause for mandatory arrest (at the discretion of the officer).
- 5.3.** Measure: Number of interventions, services and resource linkage provided to individuals contacted by the Program
Outcome Goal: Of the total number of individuals contacted, 70% will receive one or more intervention, service, or linkage to resources.



COLORADO Behavioral Health Administration

EXHIBIT B-1, FY24 ANNUAL BUDGET

BHA Program	Co-Responder Program
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Agency Name	Arvada Police Department
Budget Period	July 1, 2023 - June 30, 2024
Project Name	Co-Responder Program

Program Contact Name, Title	Melanie Thornton, Commander
Phone	(720) 898-6721
Email	mthornton@arvada.org
Fiscal Contract Name, Title	Bridgette Roberts, Financial Business Analyst
Phone	(720) 898-6676
Email	broberts@arvda.org
Date Completed	3/23/2023

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel Services / Salaried Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
Clinician II (Manus)	Responds with law enforcement, provides on-scene de-escalation, assessment, clinical intervention, and linkage to resources	\$ 85,600.00	\$ 41,452.00	100%	\$ 127,052.00
Clinician II (Peterson)	Responds with law enforcement, provides on-scene de-escalation, assessment, clinical intervention, and linkage to resources	\$ 71,183.00	\$ 22,982.00	100%	\$ 94,165.00
Case Manager (New)	Manages incoming referrals, makes outgoing referrals to community-based resources, data entry, completed data analysis, report preparation, and assists clinicians in referring clients to resources (November 2023 start)	\$ 43,595.00	\$ 25,024.00	100%	\$ 68,619.00
Personnel Services / Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
					\$ -
Total Personnel Services (including fringe benefits)					\$ 289,836.00
Contractors / Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
Network Ninja	Annual software fee (50% of \$18,000, shared with Housing Dept)	\$ 9,000.00	1	\$	9,000.00
Total Contractors/Consultants					\$ 9,000.00
Travel					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
Conference	National Co-Responder Conference Airfare - per attendee	\$ 450.00	4	\$	1,800.00
Conference	National Co-Responder Conference Hotel - per attendee	\$ 670.00	4	\$	2,680.00
Conference	National Co-Responder Conference Per diem - per attendee	\$ 180.00	4	\$	720.00
Conference	National Co-Responder Conference Car transportation (Rental/Uber) Shared By Attendees	\$ 200.00	1	\$	200.00
CASCI Conference	Hotel (per clinician)	\$ 1,261.82	2	\$	2,523.64
CASCI Conference	Per diem (per clinician)	\$ 187.08	2	\$	374.16
Total Travel					\$ 8,298.00
Supplies & Operating Expenses					Annual Budget

Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Conference	National Co-Responder Registration fee (per attendee)	\$ 425.00	4	\$ 1,700.00
CASCI Conference	Registration fee (per attendee)	\$ 375.00	2	\$ 750.00
Client supplies	Basic needs of clients (e.g. tissues, water, shoes, emergency phones, COVID tests, etc.)	\$ 34.67	12	\$ 416.04
Total Supplies & Operating Expenses				\$ 2,866.00
TOTAL DIRECT COSTS (TDC)				\$ 310,000.00
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
Subaward in excess of \$25,000				\$ -
Rent				\$ -
Equipment in excess of \$5,000				\$ -
Other Unallowable Expenses				\$ -
Total Expenses per OMB 2CFR § 200				\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 310,000.00
Indirect Costs				Annual Budget
Indirect Cost	Description of Item		Percentage	Total Amount Requested from BHA
N/A			0%	\$ -
Total Indirect				\$ -
TOTAL Request				\$ 310,000.00

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

Exhibit C-1 Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required

to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
 - a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such

that normal operations may be resumed.

- b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

H. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
 2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
 3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>
- I. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-

approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
- B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.
- C. Any subcontract for services must include, at a minimum, the following:
 - 1. A description of each partner's participation
 - 2. Responsibilities to the program (policy and/or operational)
 - 3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
 - 4. A copy of this Contract and all its terms and conditions.
- D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.
- E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

- A. Funding Sources
 - 1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B-1, "Budget."**
 - 2. If a Single Audit is performed in accordance with Section IV.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.

3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 20% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

C. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: May 15, 2023

SUBJECT: R23-045, A Resolution Designating the Director of Community and Economic Development as the Certifying Officer and Environmental Officer for the City of Arvada for the Purposes of Certifying Compliance with Environmental Requirements of the United States Department of Housing and Urban Development ("HUD")

Report in Brief

Presenter: Carrie Espinosa

The City of Arvada receives funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and Housing Choice Voucher Program – Section 8 (HCV). Federal regulations require that any grantee receiving CDBG or HCV funds must complete environmental reviews for any HUD-funded project involving new construction, rehabilitation, or demolition activities. HUD requires the grantee's Certifying Officer and Environmental Officer to conduct environmental reviews of HUD-funded projects to ensure compliance with the National Environmental Policy Act and the federal laws and authorities cited at 24 CFR 58.5. Currently, the Arvada city manager is designated as the City's Certifying and Environmental Officer. The city team would like to designate the Community and Economic Development Director as the Certifying Officer and Environmental Officer based on the Director's leadership role over the Housing division and Arvada Housing Authority to serve as the City's Certifying Officer and Environmental Officer.

The Arvada team recommends that the City Council approve R23-045, A Resolution Designating the Director of Community and Economic Development as the Certifying Officer and Environmental Officer for the City of Arvada for the Purposes of Certifying Compliance with Environmental Requirements of the United States Department of Housing and Urban Development ("HUD").

Financial Impact

There is no financial impact associated with the approval of this resolution.

Background

The City of Arvada receives funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and Housing Choice Voucher Program – Section 8 (HCV). Federal regulations require that any grantee receiving CDBG or HCV funds must complete environmental reviews for any HUD-funded project involving new construction, rehabilitation, or demolition activities. HUD requires the grantee's Certifying Officer and Environmental Officer to conduct environmental reviews of HUD-funded projects to ensure compliance with the National Environmental Policy Act and the federal laws and authorities cited at 24 CFR 58.5. The purpose of the environmental review process is to analyze the effect a proposed project will have on the people and the natural environment within a designated project area and the effect the material and social environment may have on a project. Grantees who receive HUD funds are considered responsible entities and must complete an environmental review of all project activities prior to obligating HUD funds. This requirement also applies to projects funded with CDBG-generated program income.

Currently, the Arvada city manager is designated as the City's Certifying and Environmental Officer. The city team would like to designate the Community and Economic Development Director as the Certifying Officer and Environmental Officer based

SUBJECT: R23-045, A Resolution Designating the Director of Community and Economic Development as the Certifying Officer and Environmental Officer for the City of Arvada for the Purposes of Certifying Compliance with Environmental Requirements of the United States Department of Housing and Urban Development ("HUD")

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on the Director's leadership role over the Housing division and Arvada Housing Authority to serve as the City's Certifying Officer and Environmental Officer.

Discussion

The City of Arvada's Community Development Block Grant (CDBG) and the Arvada Housing Authority's Housing Choice Voucher Program provide funding for rental subsidies and services for extremely low to moderate-income members of the community. The Arvada Housing Authority supports affordable housing development by project-basing housing vouchers at various housing development sites. The City of Arvada's primary activity using CDBG is housing rehabilitation that provides necessary repairs to low to moderate-income homeowners of Arvada. The recommended action ensures housing rehabilitation and construction activities are in compliance with federal requirements and streamlines the environmental review approval process.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the following City Council Strategic Result- Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents, neighborhoods, property owners and stakeholders.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R23-045, A Resolution Designating the Director of Community and Economic Development as the Certifying Officer and Environmental Officer for the City of Arvada for the Purposes of Certifying Compliance with Environmental Requirements of the United States Department of Housing and Urban Development ("HUD").

Suggested Motion:

I move that R23-045, A Resolution Designating the Director of Community and Economic Development as the Certifying Officer and Environmental Officer for the City of Arvada for the Purposes of Certifying Compliance with Environmental Requirements of the United States Department of Housing and Urban Development ("HUD"), be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

SUBJECT: R23-045, A Resolution Designating the Director of Community and Economic Development as the Certifying Officer and Environmental Officer for the City of Arvada for the Purposes of Certifying Compliance with Environmental Requirements of the United States Department of Housing and Urban Development ("HUD")

PAGE: 3
ITEM: 8.A.2.

Josie Suk, Development Systems and Administrative Manager	4/24/2023
Ryan Stachelski, Director of Community and Economic Development	4/25/2023
Gail Walker, Legal Specialist-Contracts	4/25/2023
Kylie Justus, Assistant City Attorney	4/25/2023
Rachel Morris, City Attorney	5/2/2023
Linda Haley, Deputy City Manager	5/2/2023
Lorie Gillis, City Manager	5/3/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-045

A RESOLUTION DESIGNATING THE DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT AS THE CERTIFYING OFFICER AND ENVIRONMENTAL OFFICER FOR THE CITY OF ARVADA FOR THE PURPOSES OF CERTIFYING COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”)

WHEREAS, the City of Arvada receives funding from HUD through the Community Development Block Grant (“CDBG”) and Housing Choice Voucher Program – Section 8 (“HCV”); and

WHEREAS, under 24 CFR Part 58, any grantee receiving CDBG or HCV funds must complete environmental reviews for any HUD funded project; and

WHEREAS, HUD requires that grantees designate a Certifying Officer (also known as a responsible Federal official) to ensure compliance with the National Environmental Policy Act and the federal laws and authorities cited at 24 CFR 58.5; and

WHEREAS, HUD also requires the designation of an Environmental Officer to conduct environmental reviews of HUD funded projects; and

WHEREAS, the Community and Economic Development Director is best suited based on the Director's leadership role over the Housing division and Arvada Housing Authority to serve as the City's Certifying Officer and Environmental Officer.

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

Section 1. Per 24 CFR Part 58, the City Council of the City of Arvada does hereby designate the Director of Community and Economic Development as the City’s Certifying Officer and Environmental Officer ensuring compliance with the environmental requirements of HUD, CDBG, and HCV.

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

APPROVED AND ADOPTED this 15th day of May, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: May 15, 2023

SUBJECT: R23-046, A Resolution Authorizing an Intergovernmental Agreement for Equipment Transfer and Release of Liability Between the City of Arvada and the Town of Lakeside (Presenter: Aaron Jacks, Sr. Asst. Attorney)

Report in Brief

PRESENTER: Sr. Asst. City Attorney Aaron Jacks

Occasionally the Arvada Police Department (APD) assists smaller law enforcement agencies with donations of surplus police equipment. This resolution authorizes the APD to transfer surplus equipment consisting of four police mountain bicycles and a number of items of body armor to the Lakeside Police Department (LSPD) at no charge.

The Arvada team recommends that the City Council approve R23-046, A Resolution Authorizing an Intergovernmental Agreement for Equipment Transfer and Release of Liability Between the City of Arvada and the Town of Lakeside.

Financial Impact

This item has no financial impact to the City.

Background

The APD holds surplus police equipment including a number of police-issue mountain bicycles and items of body armor (the "Equipment"). The Equipment, while still serviceable, has either expired or been replaced with updated equipment. LSPD has very limited resources and can use the Equipment to better equip its police officers. If not transferred to LSPD, the Equipment will be otherwise be destroyed or disposed of with little benefit to the City.

Discussion

The APD will transfer the Equipment to LSPD at no charge. An intergovernmental agreement for the transfer is necessary because, in consideration for APD's transfer of the equipment, LSPD agrees to unconditionally release Arvada from any and all liability resulting from its use or misuse of the Equipment. LSPD will be responsible to inspect, service, and otherwise maintain the Equipment after transfer at its sole cost. It should be noted that, while the APD removes all "expired" body armor from service, it remains serviceable and continues to provide ballistic protection if properly maintained.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

This resolution aligns generally with the APD's public safety strategies by supporting the law enforcement efforts of a neighboring agency which has very limited resources.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R23-046, A Resolution Authorizing an Intergovernmental Agreement for Equipment Transfer and Release of Liability Between the City of Arvada and the Town of Lakeside .

Suggested Motion:

I move that R23-046, A Resolution Authorizing an Intergovernmental Agreement for Equipment Transfer and Release of Liability Between the City of Arvada and the Town of Lakeside, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	4/24/2023
Edward Brady, Deputy Police Chief	4/24/2023
Rachel Morris, City Attorney	5/2/2023
Lorie Gillis, City Manager	5/3/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-046

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
EQUIPMENT TRANSFER AND RELEASE OF LIABILITY
BETWEEN THE CITY OF ARVADA AND THE TOWN OF LAKESIDE

WHEREAS, the City has the authority to enter intergovernmental agreements; and

WHEREAS, the City owns certain surplus police equipment ("Equipment") that it desires to transfer, at no charge, to the Town of Lakeside for use by its police department in exchange for a release of liability from the Town of Lakeside with respect to the Equipment; and

WHEREAS, The Town of Lakeside desires to accept the Equipment from the City and will release the City from any liability with respect to the Equipment; and

WHEREAS, the City Council finds it is in the best interest of the City to enter an intergovernmental agreement to transfer the Equipment to the Town of Lakeside in exchange for its release of liability.

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 Intergovernmental Agreement for Equipment Transfer and Release of Liability, which is in substantially the same form as that attached hereto, by and between the City of Arvada and the Town of Lakeside.

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

APPROVED AND ADOPTED this 15th day of May, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

**INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT TRANSFER AND
RELEASE OF LIABILITY
BETWEEN THE CITY OF ARVADA AND THE TOWN OF LAKESIDE**

This Intergovernmental Agreement for Equipment Transfer and Release of Liability ("**Agreement**") is made effective as of the last date of execution ("**Effective Date**"), between the City of Arvada, a Colorado municipal corporation with offices at 8101 Ralston Road, Arvada, Colorado, 80002 ("**Arvada**"), and the Town of Lakeside, a Colorado statutory town with offices at 5801 West 44th Avenue, Lakeside, Colorado, 80212 ("**Lakeside**"). Arvada and Lakeside may each be referred to as a "Party," and collectively as the "Parties."

Background

1. Lakeside is a Colorado statutory town providing police services within its jurisdiction.
2. Arvada is a Colorado municipal corporation providing police services within its jurisdiction, which owns certain surplus police equipment identified in **Exhibit A** to this Agreement ("**Equipment**").
3. Lakeside wishes to receive the Equipment at no charge to provide to its police officers for use in the performance of their official duties.
4. Arvada wishes to donate and transfer the Equipment to Lakeside, free of charge, for use by its police officers in the performance of their official duties.

Therefore, in consideration of the promises set forth herein, the Parties agree as follows:

1. Transfer of Equipment, Consideration, and Title.

1.1 At a mutually acceptable date, time, and location, but not later than 30 days after the Effective Date, a designee of Lakeside will, at Lakeside's sole cost, expense and risk, take possession of the Equipment from Arvada.

1.2 The sole consideration to Arvada contemplated by this Agreement is the convenience of having the Equipment removed from its surplus equipment inventory and the release of liability set forth in Section 2.3 below. No monetary consideration whatsoever is due to Arvada under the terms of this Agreement.

1.3 Effective upon Lakeside's physical possession of the Equipment, Arvada hereby forever transfers, assigns and conveys to Lakeside, and Lakeside hereby accepts, all of Arvada's right, title and interest in and to the Equipment.

2. Disclaimer of Warranties; Release of Liability.

2.1 THE EQUIPMENT IS TRANSFERRED BY ARVADA TO LAKESIDE AT THE TIME OF LAKESIDE'S PHYSICAL POSSESSION OF THE EQUIPMENT, AS-IS AND

WHERE-IS. LAKESIDE ACKNOWLEDGES AND AGREES THAT UPON ITS POSSESSION OF THE EQUIPMENT IT IS SOLELY RESPONSIBLE TO DETERMINE THE SERVICEABILITY OF EACH PIECE OF THE EQUIPMENT AND TO OBTAIN, AT ITS SOLE EXPENSE, ANY AND ALL TRAINING, REPAIR, SERVICE, TESTING, OR OTHER ASSISTANCE WHATSOEVER RELATED TO THE EQUIPMENT. ARVADA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF TITLE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE EQUIPMENT.

2.2 LAKESIDE EXPRESSLY ACKNOWLEDGES AND ACCEPTS ALL RISKS ASSOCIATED WITH ITS USE OR MISUSE OF THE EQUIPMENT, INCLUDING THE RISK OF DEATH OR INJURY TO LAKESIDE EMPLOYEES OR ANY THIRD PARTY WHO MAY USE THE EQUIPMENT. LAKESIDE FURTHER ACKNOWLEDGES AND ACCEPTS THAT CERTAIN OF THE SOFT BODY ARMOR INCLUDED IN THE EQUIPMENT IS EXPIRED PER THE MANUFACTURER'S LABELING.

2.3 LAKESIDE HEREBY FOREVER RELEASES ARVADA, ITS OFFICERS, DIRECTORS, ELECTED OFFICIALS, AFFILIATES, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, INJURY, CLAIM OR CAUSE OF ACTION OF WHATSOEVER KIND, ARISING FROM LAKESIDE'S USE OR MISUSE OF THE EQUIPMENT, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN. UNDER NO CIRCUMSTANCES WILL ARVADA BE LIABLE TO LAKESIDE OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR LAKESIDE'S USE OR MISUSE OF THE EQUIPMENT.

3. Entire Agreement; Amendments. This Agreement embodies the entire agreement between the Parties with respect to the transfer of the Equipment. This Agreement supersedes any prior oral or written agreements, proposals, representations or understandings of the Parties concerning the Equipment. This Agreement may not be amended or modified except by a writing signed by both Parties.

4. Binding Effect and Severability. This Agreement shall be binding on the Parties and their legal representatives, successors, and assigns. If any portion of this Agreement is deemed void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be valid and fully enforceable to the extent permitted by law.

5. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue and jurisdiction for any dispute arising out of this Agreement shall lie with the District Court in Jefferson County, Colorado.

6. Governmental Immunity. Nothing contained herein shall be deemed a waiver of any rights, defenses, or immunities provided by the Colorado Governmental Immunity Act, 24-10-200.1 et seq., C.R.S. or otherwise provided by law, nor shall any portion of this Agreement be

deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date of execution below.

CITY OF ARVADA

Marc Williams, Mayor

Date: _____

ATTEST:

Kristen Rush, City Clerk

Approved as to form:

Rachel A. Morris, City Attorney

By: _____

TOWN OF LAKESIDE

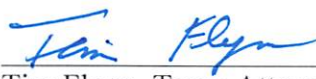
Robert Gordanier, Mayor

Date: _____

ATTEST:

Brenda Hamilton, Town Clerk

Approved as to form:



Tim Flynn, Town Attorney

EXHIBIT A

EQUIPMENT

Equipment Type	Brand	Description	Serial Number
Police Bicycles	iForce	17.5" frame, 29" wheels	164062
		17.5" frame, 26" wheels	164059
		17.5" frame, 29" wheels	164071
		17.5" frame, 26" wheels	164060

Equipment Type	Brand	Expiration Date	Serial Number
Soft Body Armor (Vest)	POINT BLANK	2023	180000150193
	POINT BLANK	2022	170000436618
	POINT BLANK	2022	170000127287
	POINT BLANK	2022	170000000635
	POINT BLANK	2022	170000153611
	POINT BLANK	2023	180000405013
	POINT BLANK	2024	190000145323
	POINT BLANK	2023	18000024555
	POINT BLANK	2022	170000236269
	POINT BLANK	2022	170000207975

Equipment Type	Brand	Description	Serial Number
Supplemental Body Armor Panels	Unknown	Qty. 5- Supplemental body armor panels	None
Hard Body Armor	Custom Armoring Corp.	Level IV Armor Plate	None
Hard Body Armor	Custom Armoring Corp.	Level IV Armor Plate	023
Hard Body Armor	US Armor	Level IV Armor Plate	119829



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: May 15, 2023

SUBJECT: CB23-011, An Ordinance Repealing and Reenacting Section 62-43, Fireworks, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)

Report in Brief

PRESENTER: Sr. Asst. City Attorney Aaron Jacks

This ordinance would repeal and reenact Arvada City Code (ACC) Section 62-43- Fireworks (the "Fireworks Ordinance") to impose strict liability on a "social host", as defined in the ordinance, who permits fireworks to be used or possessed on property owned by or otherwise subject to the control of the social host.

The Arvada team recommends that the City Council approve CB23-011, An Ordinance Repealing and Reenacting Section 62-43, Fireworks, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code.

Financial Impact

This ordinance will not result in significant financial impact to the City. Violations would be cited by the APD in the course of officers' regularly assigned duties, and processed through the municipal court in accordance with existing policies and procedures as with any other ACC violation.

Background

The Arvada Police Department (APD) receives fireworks complaints each year, particularly around the July 4th holiday. APD Commander Melanie Thornton recently prepared a memorandum outlining the frequency of fireworks complaints and difficulties related to enforcement. Officers often arrive at a scene where there is evidence of fireworks usage, but no one is physically in possession of fireworks, and the officer is unable to determine who used or was in possession of the fireworks in order to establish probable cause to issue a citation. The proposed repeal and reenactment of the Fireworks Ordinance to include social host liability would provide APD officers with an additional enforcement tool.

Discussion

The revised Fireworks Ordinance would provide APD officers an enforcement tool to cite a social host under a strict liability standard. Strict liability means that there is no need to prove the social host's knowledge in order to establish a violation.

The revision adds to ACC § 62-43 definitions of a "social host" and "strict liability" for purposes of the ordinance. It adds sections (c), (d), and (e), providing a strict liability prohibition and limited exceptions.

The definition of social host included in the ordinance includes anyone who owns, controls, or otherwise hosts a gathering on private or public property. Subject to limited exceptions, the definition is intended to permit officers to cite a person they identify as the host at a location where there is evidence of fireworks use or possession.

Strict liability is defined for purposes of the ordinance because ordinances, if otherwise silent, require proof of some knowledge

of illegal conduct. Strict liability is the strictest standard of criminal culpability; it requires no intent or other state of mind. The social host is strictly liable, irrespective whether the APD can establish that the host knew of the violation. The definition here mirrors strict liability language as it exists elsewhere in certain sections of the ACC.

Strict liability is important to the effectiveness of the ordinance. A common defense to an alleged violation may be a social host statement to officers to the effect of, "I didn't know fireworks were being used on my property." It is difficult for an investigating officer to refute such a statement, short of the officer witnessing the social host in the presence of the person using/possessing fireworks. Strict liability removes the need to prove knowledge. Either fireworks were possessed or being used on the social host's property, or not. If so, then probable cause exists to cite a violation.

Subsection (e) of the revised ordinance provides a reasonable exception to social host liability in common areas of apartment buildings, townhouse complexes, etc. The exceptions avoid an interpretation that essentially anyone with a right to use property in a multifamily residential setting could be cited for a social host violation. Officers would need to develop information to identify the person responsible for a gathering on such a property as the social host to support a violation.

Subsection (e) further clarifies that anyone engaged to provide a City-sponsored fireworks event (i.e. the annual July 4th event at the Stenger complex) is not liable for a "social host" violation.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

This ordinance aligns with the City's Safe Community strategic plan item SR6 by updating ACC Chapter 62 to improve accountability of defendants who are responsible for fireworks violations in the City.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-011, An Ordinance Repealing and Reenacting Section 62-43, Fireworks, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)

Suggested Motion:

I move that CB23-011, An Ordinance Repealing and Reenacting Section 62-43, Fireworks, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code, be (approved on first reading, ordered published in full, and a public hearing set for June 5, 2023 at 6:15 p.m.) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

SUBJECT: CB23-011, An Ordinance Repealing and Reenacting Section 62-43, Fireworks, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.1.

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution 4/19/2023

Edward Brady, Deputy Police Chief 4/24/2023

Rachel Morris, City Attorney 5/2/2023

Lorie Gillis, City Manager 5/3/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-011
ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING SECTION 62-43, FIREWORKS, OF
ARTICLE II, MISCELLANEOUS OFFENSES, OF CHAPTER 62, OFFENSES, OF THE
ARVADA CITY CODE

WHEREAS, the City of Arvada has the authority under C.R.S. § 31-16-101 and otherwise under its authority as a Home Rule city to establish laws, regulations, and procedures that protect life and property; and

WHEREAS, the City Council finds that repealing and reenacting the City's fireworks ordinance is necessary to protect the rights, health, safety, and welfare of the public.

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

Section 1. Section 62-43, Fireworks, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code, is hereby repealed and reenacted to read as follows:

“Sec. 62-43. - Fireworks.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning.

Fireworks means any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth in the International Fire Code as adopted by the city and as may be from time to time amended.

Social host means:

1. An owner of any private residential or non-residential real property in the city; or
2. Any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; or
3. Any person who hosts, organizes, supervises, officiates, conducts, or is otherwise responsible for a gathering on public or private property.

Strictly liable means that no culpable mental state or mens rea of any type or degree shall be required to prove a violation.

- (b) *Prohibition.* The possession, manufacture, storage, sale, handling and use of fireworks are prohibited, except as permitted by the International Fire Code as adopted by the city as may be from time to time amended.
- (c) *Social host permitting use of property for possession or use of fireworks prohibited.* No social host shall permit any person to possess or use fireworks anywhere on property owned or otherwise subject to the control of the social host, as defined herein.
- (d) *Social host strictly liable.* Any social host shall be strictly liable for any use or possession of any fireworks in violation of this section.
- (e) *Exceptions to social host liability.* No person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this section occurring in the common area of the property unless the person hosts, organizes, supervises, officiates, conducts, or is otherwise responsible for a gathering at which the violation occurs. No person who is employed, contracted, or otherwise permitted or authorized to provide a City-sponsored fireworks display shall be liable for a violation of this section.

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 hereby declares that it would have adopted this ordinance and each part or parts thereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

Section 3. Effective date. This ordinance shall take effect five (5) days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of May, 2023.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney:

By: _____

Publication Dates: May 18, 2023

REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikethrough~~ indicates deleted material

Sec. 62-43. - Fireworks.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning.

Fireworks means any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth in the International Fire Code as adopted by the city and as may be from time to time amended.

Social host means:

1. An owner of any private residential or non-residential real property in the city; or
2. Any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; or
3. Any person who hosts, organizes, supervises, officiates, conducts, or is otherwise responsible for a gathering on public or private property.

Strictly liable means that no culpable mental state or mens rea of any type or degree shall be required to prove a violation.

- (b) *Prohibition.* The possession, manufacture, storage, sale, handling and use of fireworks are prohibited, except as permitted by the International Fire Code as adopted by the city as may be from time to time amended.
- (c) *Social host permitting use of property for possession or use of fireworks prohibited.* No social host shall permit any person to possess or use fireworks anywhere on property owned or otherwise subject to the control of the social host, as defined herein.
- (d) *Social host strictly liable.* Any social host shall be strictly liable for any use or possession of any fireworks in violation of this section.
- (e) *Exceptions to social host liability.* No person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract

shall be liable for a violation of this section occurring in the common area of the property unless the person hosts, organizes, supervises, officiates, conducts, or is otherwise responsible for a gathering at which the violation occurs. No person who is employed, contracted, or otherwise permitted or authorized to provide a City-sponsored fireworks display shall be liable for a violation of this section.



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: May 15, 2023

SUBJECT: CB23-012, An Ordinance Authorizing an Intergovernmental Agreement by and Between The City of Arvada and The Jefferson County School District Related to Campbell Elementary School and Oak Park (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)

Report in Brief

PRESENTER :Enessa Janes, Director of Vibrant Community and Neighborhoods

In anticipation of the facility turning into a preschool center, Jefferson County School District is making improvements to Campbell Elementary School at 6500 Oak Street in Arvada. Specifically, the School District plans to modify the existing Campbell school playground to accommodate younger children. Some of the planned improvements fall outside of the Jefferson County School District property line and impact City of Arvada owned property.

The City of Arvada and the Jefferson County School District have prepared an intergovernmental agreement that specifies the roles and responsibilities dictating both agencies during the construction and use of new playgrounds on city-owned parkland adjacent to Campbell Elementary School.

The Arvada team recommends that the City Council approve CB23-012, An Ordinance Authorizing an Intergovernmental Agreement by and Between The City of Arvada and The Jefferson County School District Related to Campbell Elementary School and Oak Park.

Financial Impact

There is no direct financial impact on the City of Arvada related to this intergovernmental agreement.

Background

The Jefferson County School District owns property located at 6500 Oak St, Arvada, CO 80004, otherwise known as Campbell Elementary School. The City of Arvada owns adjacent property located at 6562 Oak St, Arvada, CO 80004, otherwise known as Oak Park. The School District and the City are authorized and empowered under Colorado State law to acquire, develop, operate, and maintain recreational sites and facilities for the students and residents within their respective jurisdictions and to enter into agreements with each other for such purposes.

In anticipation of the facility turning into a preschool center, Jefferson County School District is making improvements to Campbell Elementary School at 6500 Oak Street. Specifically, they plan to modify the existing school playground to accommodate younger children. Some of the planned improvements fall outside of the School District property line and impact City of Arvada owned property (specifically, Oak Park).

Discussion

Both the School District and the City are desirous of developing recreational opportunities for the School District, Campbell, and Oak Park. In order to support the Campbell educational program, the School District will require the construction of new playgrounds and the City has land available at Oak Park for the construction of new playgrounds. The new playgrounds will be

located on both School District and City of Arvada property

The parties agree that the School District will plan, develop, and construct new playgrounds and renovate existing playgrounds that will be located on both School District property and on park property owned by the City. The School District agrees to fund the entire playground project. Additionally, as dictated by the intergovernmental agreement, the parties agree that the use of the improvements by the School District for the purposes of a school playground will also be used to support the recreational requirements of the neighborhood, school, and general public.

The School District shall, throughout the term of the Agreement (50 years), at no expense to the City, keep and maintain the playgrounds in a safe condition and a good state of appearance and repair. The School District will also make all repairs necessary to keep the playgrounds in good order and safe condition.

The School District and Campbell shall have priority use of the playgrounds at all times during school hours between 7:00AM – 4:00PM, Monday through Friday, except Federal Holidays, and at other times during sanctioned school and district events. The general public may utilize the playgrounds when not in use by the School District or Campbell.

At the end of the term of this Agreement or any extension thereof, or upon termination of this Agreement for any reason, including permanent closure of Campbell, Arvada shall have the option to either: (a) take title to all improvements on Arvada-owned property at no cost to the city; or (b) require the School District, at the School District's sole expense, to remove all improvements on Arvada's property and restore the area to its original condition.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Approval of this ordinance aligns with and contributes to the following Vibrant Community and Neighborhoods Principle articulated in the City Council Strategic Plan: *Fosters strategic partnerships to advance quality of life and achieve an inclusive, equitable, diverse, resilient and sustainable community.*

Alternative Courses of Action

1. Approve CB23-012, An Ordinance Authorizing an Intergovernmental Agreement by and Between The City of Arvada and The Jefferson County School District Related to Campbell Elementary School and Oak Park.
2. Do Not Approve CB23-012, An Ordinance Authorizing an Intergovernmental Agreement by and Between The City of Arvada and The Jefferson County School District Related to Campbell Elementary School and Oak Park.

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1 and set a public hearing for June 5, 2023 at 6:15 p.m.

Suggested Motion:

I move that CB23-012, An Ordinance Authorizing an Intergovernmental Agreement by and Between The City of Arvada and The Jefferson County School District Related to Campbell Elementary School and Oak Park, be (approved on first reading, ordered published in full, and a public hearing set for June 5, 2023 at 6:15 p.m.) (rejected).

SUBJECT: CB23-012, An Ordinance Authorizing an Intergovernmental Agreement by and Between The City of Arvada and The Jefferson County School District Related to Campbell Elementary School and Oak Park (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.2.

Prepared by:

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods	4/25/2023
Bryan Archer, Director of Finance	4/26/2023
Gail Walker, Legal Specialist-Contracts	4/26/2023
Kylie Justus, Assistant City Attorney	4/26/2023
Rachel Morris, City Attorney	5/2/2023
Don Wick, Deputy City Manager	5/2/2023
Lorie Gillis, City Manager	5/3/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-012
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE CITY OF ARVADA AND THE JEFFERSON COUNTY SCHOOL
DISTRICT RELATED TO CAMPBELL ELEMENTARY SCHOOL AND OAK PARK

WHEREAS, Jefferson County School District No. R-1 (“School District”) owns Campbell Elementary School located at 6500 Oak Street, Arvada, CO 80004; and

WHEREAS, the City of Arvada owns the bordering park, Oak Park, located at 6562 Oak Street, Arvada, CO 80004; and

WHEREAS, the School District and the City are authorized and empowered under Colorado State law to acquire, develop, operate, and maintain recreational sites and facilities for the students and residents within their respective jurisdictions and to enter into agreements with each other for such purposes; and

WHEREAS, both the School District and the City are desirous of developing recreational opportunities for the School District, Campbell, Arvada’s residents, and the general public; and

WHEREAS, in order to support the Campbell educational program, the School District will require the construction of new playgrounds; and

WHEREAS, the City has land available at Oak Park for the construction of new playgrounds which will also serve and benefit the residents of Arvada and the general public; and

WHEREAS, the School District has agreed to be fully responsible for the financing, construction, maintenance and operation of the new playground facility.

NOW, THEREFORE, BE IT ORDAINED 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, the Intergovernmental Agreement, which is in substantially the same form as that attached hereto.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of May, 2023.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

BY: _____

Publication Dates: May 18, 2023

**AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF ARVADA AND THE JEFFERSON COUNTY SCHOOL DISTRICT
RELATED TO CAMPBELL ELEMENTARY SCHOOL AND OAK PARK**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2023, by and between the **Jefferson County School District No. R-1**, a political subdivision of the State of Colorado (hereinafter referred to as "School District," "JCSD," or "District") and the **City of Arvada**, a Colorado municipal corporation (hereinafter referred to as "City" or "Arvada").

WHEREAS, the School District owns certain real property located at 6500 Oak St, Arvada, CO 80004, otherwise known as Campbell Elementary School ("Campbell" or "Property"); and

WHEREAS, the City owns certain real property located at 6562 Oak St, Arvada, CO 80004, otherwise known as Oak Park ("Park"); and

WHEREAS, the School District and the City are authorized and empowered under Colorado State law to acquire, develop, operate, and maintain recreational sites and facilities for the students and residents within their respective jurisdictions and to enter into agreements with each other for such purposes; and

WHEREAS, both the School District and the City are desirous of developing recreational opportunities for the School District, Campbell, and Oak Park; and

WHEREAS, in order to support the Campbell educational program, the School District will require the construction of new playgrounds; and

WHEREAS, the City has land available at Oak Park for the construction of new playgrounds.

NOW THEREFORE, in consideration of the above premises, and mutual covenants and promises herein contained, the parties agree as follows:

1. The School District will plan, develop, and construct new playgrounds and renovate existing playgrounds that will be located on both School District property and on Park property owned by the City.
2. Playgrounds will be located on both School District and City of Arvada property as shown on **Exhibit A** attached hereto and incorporated herein by this reference
 - 2.1 The School District shall provide design, engineering, and construction for the playground areas identified in **Exhibit A**.

TERMS AND CONDITIONS. In consideration of the mutual covenants and promises hereinafter contained, and subject to the contingencies and conditions hereinafter set forth, the Parties do hereby agree as follows:

1. **Commencement Date.** The commencement date of this Agreement shall be on the date as first set forward above.
2. **Term.** The Term of this Agreement shall be fifty (50) years from Commencement Date.
3. **Financial Obligations of the City of Arvada.** The City of Arvada has no financial responsibilities

under this Agreement.

4. **Financial Obligations of School District.** JCSD agrees to fund the entire project as shown in **Exhibit A** and agrees to provide the following:

4.1 **Playground Design and Construction.**

- 4.1.1 Playground design and construction complying with School District standards for playgrounds to support specific educational programs, including any perimeter fencing associated with the playgrounds.
- 4.1.2 School District shall be responsible for complying, at its sole expense, with all federal, state, and local laws in accomplishing the design and construction of the playgrounds including, but not limited to, laws relating to fire protection, safety, health, and access for persons with disabilities. All work done by or pursuant to the direction of the School District under this paragraph shall be accomplished in a good and workmanlike manner by a licensed contractor or contractors (and subcontractors, as applicable), free of mechanic's and material men's liens.

4.2 **Use Restrictions.** The Parties expressly understand that this Agreement is conditioned upon the use of the designated improvements by the School District for the purposes of a school playground and will also be used to support the recreational requirements of the neighborhood, School, and general public.

4.3 **Maintenance and Repair.** The School District shall, throughout the term of this Agreement, at no expense to the City, keep and maintain, or cause to be kept and maintained, the playgrounds in a safe condition and a good state of appearance and repair, and shall not commit, suffer or permit any waste or nuisance on the playgrounds or any acts to be done thereon in violation of any applicable laws. Subject to the above-referenced allocation of obligations, the School District shall, within a reasonable timeline, make or cause to be made all repairs necessary to keep the playgrounds in lawful order and condition.

4.4 **Utilities.** The School District shall be responsible for all utilities associated with the playground improvements.

4.5 **Condition of Use and Access.**

- 4.5.1 The School District, in consultation with and with consent of the City, may close the playgrounds to school and public access under the following conditions:
- 4.5.1.1 Campbell ceases to operate as a school or other district-managed facility
- 4.5.1.2 The playgrounds are taken out of commission by the School District without cause
- 4.5.1.3 Abuse of the playgrounds by the general public
- 4.5.2 In the event that any closure described in Sec. 4.5.1 is a permanent closure, this Agreement shall terminate and Arvada's rights described in Sec. 5 shall be triggered. "Permanent closure" shall be defined as an indefinite closure or an actual closure lasting longer than one calendar year.

4.6 **Priority of Use.** The School District and Campbell shall have priority use of the playgrounds at all times during school hours between 7:00AM – 4:00PM, Monday through Friday,

except Federal Holidays, and at other times during sanctioned school and district events. The general public may utilize the playgrounds when not in use by the School District or Campbell

4.6.1 The School District may from time to time elect to lease the facility and grounds to private and non-profit entities through the School District's Community and Building Use Policies. The leased uses are considered School District sanctioned uses.

5. **Title to Improvements.** At the end of the term of this Agreement or any extension thereof, or upon termination of this Agreement for any reason, including permanent closure, Arvada shall have the option to either: (a) take title to all improvements on Arvada-owned property at no cost to Arvada; or (b) require the School District, at the School District's sole expense, to remove all improvements on Arvada's property and restore the area to its original condition.

6. **Liability and Insurance; Governmental Immunity.** The School District and the City of Arvada, as governmental entities of the State of Colorado, are entitled to certain immunities under Colorado law, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., and are self-insured as more fully set forth in Risk Management laws, C.R.S. §§ 24-30-1501, et seq. School District shall have and carry for the term of this Agreement and any extension thereof, insurance reasonably sufficient or adequate self-insurance to insure the property depicted in Exhibit A against liability for damages to persons or property. School District shall be liable for any dangerous condition or park facility on the property depicted in Exhibit A. As long as this Agreement remains in effect, Arvada has no liability for damages to persons or property occurring on the property depicted in Exhibit A.

6.2 The Colorado Constitution prohibits the State of Colorado, the City of Arvada and the School District from agreeing to indemnify any other party, public or private. In addition, the Colorado Governmental Immunity Act limits the tort liability of public entities and their employees and authorized volunteers acting in the course of authorized governmental undertakings. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise so modified by statute.

6.3 Notwithstanding any provision or requirement of this Agreement, neither the City nor the School District intend, by any such provision or requirement, to waive any right, defense, protection, or immunity provided to it by the Colorado Governmental Immunity Act.

7. **Termination of Agreement.**

7.1 **By the School District and/or City of Arvada.** Upon the occurrence of any of the following, the School District or City may, at its option, and without liability for trespass, forcible entry and detainer, damages, or breach, terminate the lease, and Arvada may exercise its rights under Sec. 5:

7.1.1 A permanent closure;

7.1.2 A breach of this Agreement.

8. **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, registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Any notice required or permitted under this Agreement may be sent via electronic communication via e-mail service, and then followed up with notice through services listed above. Such notice shall be deemed

to have been given when deposited in the United States mail.

To the School District:

Executive Director, Facilities and Construction Management
809 Quail Street, Bldg. No. 4
Lakewood, CO 80215
(303) 982-2376
Tim.Reed@Jeffco.K12.co.us

To the City of Arvada:

Director of Vibrant Community and Neighborhoods (VCN)
8101 Ralston Road
Arvada, CO 80002
(720) 898-7518
ejanes@arvada.org

with a copy to:

City Attorney
8101 Ralston Road
Arvada, CO 80002
rmorris@arvada.org

9. **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.
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. **Waiver of Breach.** A waiver by any Party to this Agreement or 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.
12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.
13. **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 paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement

Signature Pages to Follow

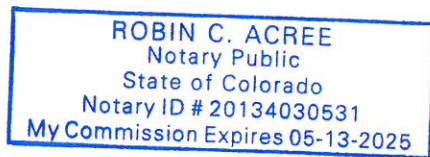
JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1

By: [Signature]
Timothy J. Reed, Executive Director of Facilities
and Construction Management

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 26th day of
APRIL 2023, by Timothy J. Reed, Executive Director, Facilities and Construction
Management of the Jefferson County School District R-1, a quasi-municipal corporation.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission expires May 13, 2025

CITY OF ARVADA

By: _____

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, Arvada City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this _____ day of _____ 2023, by Marc Williams, Mayor of the City of Arvada, a Colorado home rule municipal corporation.

WITNESS my hand and official seal.

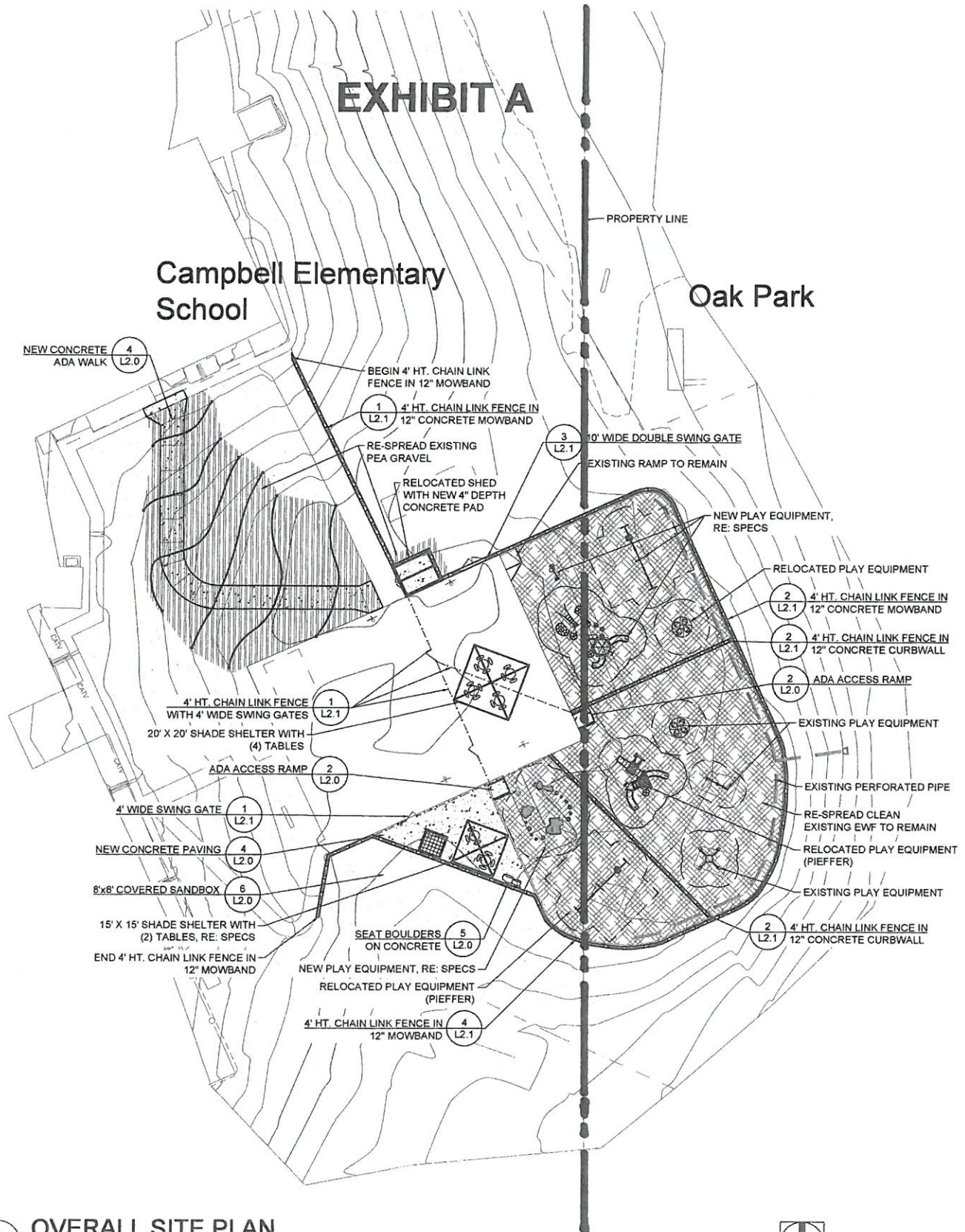
Notary Public

My Commission expires _____

EXHIBIT A

Campbell Elementary School

Oak Park



1

OVERALL SITE PLAN





REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.3.

TO: THE HONORABLE CITY COUNCIL

DATE: May 15, 2023

SUBJECT: CB23-013, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Infrastructure and Kiddie Academy, from City of Arvada PUD (Planned Unit Development) to City of Arvada CG (Commercial, General), and Amending the Official Zoning Maps of the City of Arvada, Colorado, 9265 Yucca Lane (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)

Report in Brief

PRESENTER: Rob Smetana

Candelas Point, LLC and is requesting approval of a rezoning for all of Lot 1, Block 1, Candelas Commercial Filing No. 2, otherwise known as Candelas Point. The current zoning is PUD (Planned Unit Development) and the rezoning request is to CG (Commercial, General). A Master Development Plan and Minor Subdivision have also been submitted and are currently under review by staff. If the Rezoning is approved, the minor subdivision would create three new developable lots. All of which are intended to be used for commercial/office/retail uses. Only one intended user is known at this time (Kiddie Academy). The Master Development Plan would include the construction of a new private road used to service the three new lots and include new public infrastructure needed to service the property.

Kiddie Academy has submitted a Site Plan application and is being reviewed concurrently with the rezoning application by staff. Kiddie Academy is proposing to construct an approximately 11,000 square-foot, single-story building which will be used for child daycare services.

The Arvada team recommends that the City Council approve CB23-013, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Infrastructure and Kiddie Academy, from City of Arvada PUD (Planned Unit Development) to City of Arvada CG (Commercial, General), and Amending the Official Zoning Maps of the City of Arvada, Colorado, 9265 Yucca Lane.

Financial Impact

There will be no financial impact from this approval.

Background

The subject property is approximately 4.16 acres in size and is located north of Colorado State Highway 72 and Candelas Parkway at 9265 Yucca Lane and is currently undeveloped. The property was annexed into the City in 1991 with the Jefferson Center No. 5 Annexation. The property was originally platted in 2005 with the Vauxmont Minor Subdivision and further subdivided in 2018 with the Candelas Commercial Filing No. 2 subdivision.

Discussion

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects	Complies	The rezoning to CG is consistent with the Comprehensive Plan and the Neighborhood and Community

SUBJECT: CB23-013, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Infrastructure and Kiddie Academy, from City of Arvada PUD (Planned Unit Development) to City of Arvada CG (Commercial, General), and Amending the Official Zoning Maps of the City of Arvada, Colorado, 9265 Yucca Lane (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)

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conditions that have changed since the adoption of the Comprehensive Plan.		Commercial/Office designation on the Future Land Use map.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use for future commercial/office/retail uses is consistent with the CG zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	All public facilities and services are available to service to the site. Additional infrastructure necessary to service the site will be constructed with the master development plan.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	The intended land uses will not result in significant adverse impacts.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The rezoning is consistent with the character of existing development. Lots 2-4, Block 1 Candelas Commercial Filing No 2 located immediately south are zoned CG. And the intended character of this site will be similar.

Public Contact

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1,000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.
Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on November 16, 2022. The applicant, staff, and three neighbors were in attendance.

Questions asked primarily related to anticipated future development, traffic, and pedestrian safety.

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

Commission Recommendation

The Planning Commission public hearing for this request will be heard on May 16, 2023.

SUBJECT: CB23-013, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Infrastructure and Kiddie Academy, from City of Arvada PUD (Planned Unit Development) to City of Arvada CG (Commercial, General), and Amending the Official Zoning Maps of the City of Arvada, Colorado, 9265 Yucca Lane (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)

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ITEM: 8.C.3.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-013, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Infrastructure and Kiddie Academy, from City of Arvada PUD (Planned Unit Development) to City of Arvada CG (Commercial, General), and Amending the Official Zoning Maps of the City of Arvada, Colorado, 9265 Yucca Lane. (Public Hearing to be set for June 5, 2023 at 6:15 p.m.)

Suggested Motion:

I move that CB23-013, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Infrastructure and Kiddie Academy, from City of Arvada PUD (Planned Unit Development) to City of Arvada CG (Commercial, General), and Amending the Official Zoning Maps of the City of Arvada, Colorado, 9265 Yucca Lane, be (approved on first reading, ordered published in full, and a public hearing set for June 5, 2023, at 6:15 p.m.)

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II	4/27/2023
Rob Smetana, Manager of City Planning and Development	4/27/2023
Ryan Stachelski, Director of Community and Economic Development	4/27/2023
Gail Walker, Legal Specialist-Contracts	5/1/2023
Emily Grogg, Senior Assistant City Attorney	5/1/2023
Rachel Morris, City Attorney	5/2/2023
Linda Haley, Deputy City Manager	5/2/2023
Lorie Gillis, City Manager	5/3/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-013
ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, CANDELAS POINT INFRASTRUCTURE AND KIDDIE ACADEMY, FROM CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF ARVADA CG (COMMERCIAL, GENERAL), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, 9265 YUCCA LANE.

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

Section 1. The following described property is hereby rezoned from City of Arvada PUD (Planned Unit Development) to City of Arvada CG (Commercial, General):

LEGAL DESCRIPTION:

Lot 1, Block 1, Candelas Commercial Filing No. 2, more particularly described on the attached Exhibit A.

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in accordance herewith.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of May, 2023.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: May 18, 2023

EXHIBIT A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, CANDELAS POINT INFRASTRUCTURE AND KIDDIE ACADEMY, FROM CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF ARVADA CG (COMMERCIAL, GENERAL), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, 9265 YUCCA LANE.

LAND DESCRIPTION

LAND DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTH EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.

CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS BEARING SOUTH 01°16'34" EAST, BEING MONUMENTED AT THE NORTH BY A 2.5" PIPE, WITH A 3.25" ALUMINUM CAP, STAMPED PLS 38256, AND MONUMENTED AT THE SOUTH BY A 3.25" ALUMINUM CAP, STAMPED PLS 13155, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST, THENCE SOUTH 89°20'28" WEST, 86.28 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF YANKEE STREET, AS SHOWN ON THE FINAL PLAT OF CANDELAS COMMERCIAL FILING NO. 2, RECEPTION NUMBER 2018066172, AT THE JEFFERSON COUNTY, COLORADO, CLERK AND RECORDER, THENCE ALONG THE WEST RIGHT OF WAY LINE OF YANKEE STREET, NORTH 00°39'32" WEST, 162.89 FEET, TO THE SOUTH EAST CORNER OF LOT 1, BLOCK 1, OF SAID FINAL PLAT OF CANDELAS COMMERCIAL FILING NO. 2, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG THE SOUTH LINE OF THE AFOREMENTIONED LOT 1, BLOCK 1, ALSO BEING THE CENTER LINE OF A PRIVATE DRIVE, AS SHOWN ON THE FINAL PLAT OF CANDELAS COMMERCIAL FILING NO. 2, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. THENCE SOUTH 89°20'28" WEST, 43.65 FEET, TO A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 06°35'11" AND A CHORD WHICH BEARS NORTH 87°21'57" WEST, A DISTANCE OF 57.45 FEET;
2. THENCE ALONG THE ARC OF SAID CURVE 57.48 FEET;
3. THENCE NORTH 84°04'21" WEST, 272.54 FEET, TO A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 11°21'51" AND CHORD WHICH BEARS NORTH 78°23'25" WEST, A DISTANCE OF 148.51 FEET;
4. THENCE ALONG THE ARC OF SAID CURVE 148.76 FEET;
5. THENCE NORTH 72°42'30" WEST, 98.96 FEET, TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 1,

THENCE NORTH 72°42'30" WEST, 57.08 FEET, TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH EAST, WITH A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 25°56'48" AND A CHORD WHICH BEARS NORTH 30°49'58" EAST, A DISTANCE OF 359.20 FEET, SAID POINT ALSO BEING ON THE RANGE LINE OF CANDELAS PARKWAY, AS SHOWN ON THE VAUXMONT MINOR SUBDIVISION NO. 2, RECEPTION NUMBER 2007042669, AT THE JEFFERSON COUNTY, COLORADO, CLERK AND RECORDER, THENCE ALONG THE RANGE LINE OF CANDELAS PARKWAY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. CONTINUING ALONG THE ARC OF SAID CURVE 362.28 FEET, TO A TANGENT CURVE CONCAVE TO THE SOUTH EAST, WITH A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 20°09'22" AND A CHORD WHICH BEARS NORTH 53°53'02" EAST, A DISTANCE OF 279.98 FEET;
2. THENCE ALONG THE ARC OF SAID CURVE 281.43 FEET, TO THE INTERSECTION OF OF THE RANGE LINE FOR CANDELAS PARKWAY AND THE RANGE LINE FOR WEST 92ND DRIVE, AS SHOWN ON THE FINAL PLAT OF CANDELAS COMMERCIAL FILING NO. 2, RECEPTION NUMBER 2018066172, AT THE JEFFERSON COUNTY, COLORADO, CLERK AND RECORDER;

THENCE ALONG THE RANGE LINE OF WEST 92ND DRIVE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 26°04'41" EAST, 262.53 FEET, TO A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 45°51'02" AND A CHORD WHICH BEARS SOUTH 49°00'12" EAST, A DISTANCE OF 272.67 FEET;
2. THENCE ALONG THE ARC OF SAID CURVE 280.09 FEET, TO THE INTERSECTION OF THE RANGE LINE OF WEST 92ND DRIVE AND THE RANGE LINE OF YANKEE STREET, AS SHOWN ON THE AFOREMENTIONED FINAL PLAT OF CANDELAS COMMERCIAL FILING NO. 2;

SEE NEXT PAGE FOR CONTINUATION....



541 E. Garden Drive, Unit N Windsor, CO 80550
T (970) 663-4552 W ridgetopeng.com

LAND DESCRIPTION

SE 1/4 OF NE 1/4 SEC. OF
SEC. 22, T2S, R70W, 6TH P.M.
CITY OF ARVADA, COUNTY OF
JEFFERSON, STATE OF COLORADO

Project: 22-230-001
Drawing: LEGAL01
Field Date:
Crew:
Drafted By: BSA
Date: 04/28/2023
Revised: -

Sheet:

1
3

LAND DESCRIPTION

LAND DESCRIPTION (CONTINUED):

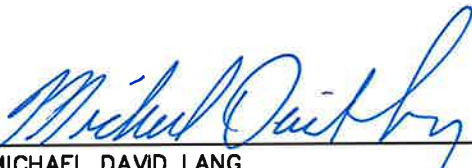
THENCE ALONG THE RANGE LINE OF YANKEE STREET THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 18°04'17" WEST, 44.87 FEET, TO A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 18°43'45" AND A CHORD WHICH BEARS SOUTH 08°42'22" WEST, A DISTANCE OF 97.63 FEET;
2. THENCE ALONG THE ARC OF SAID CURVE 98.07 FEET;
3. THENCE SOUTH 00°39'32" EAST, 25.75 FEET, TO THE INTERSECTION OF THE RANGE LINE FOR YANKEE STREET AND THE SOUTH LINE OF LOT 1, BLOCK 1, AS SHOWN ON THE FINAL PLAT OF CANDELAS COMMERCIAL FILING NO. 2;

THENCE SOUTH 89°20'28" WEST, 36.50 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS 242,032 SQUARE FEET, OR 5.556 ACRES, MORE OR LESS.




MICHAEL DAVID LANG
COLORADO REGISTRATION NO. 37053
RIDGETOP ENGINEERING AND SURVEYING



541 E. Garden Drive, Unit N T (970) 663-4552
Windsor, CO 80550 W ridgetopeng.com

LAND DESCRIPTION

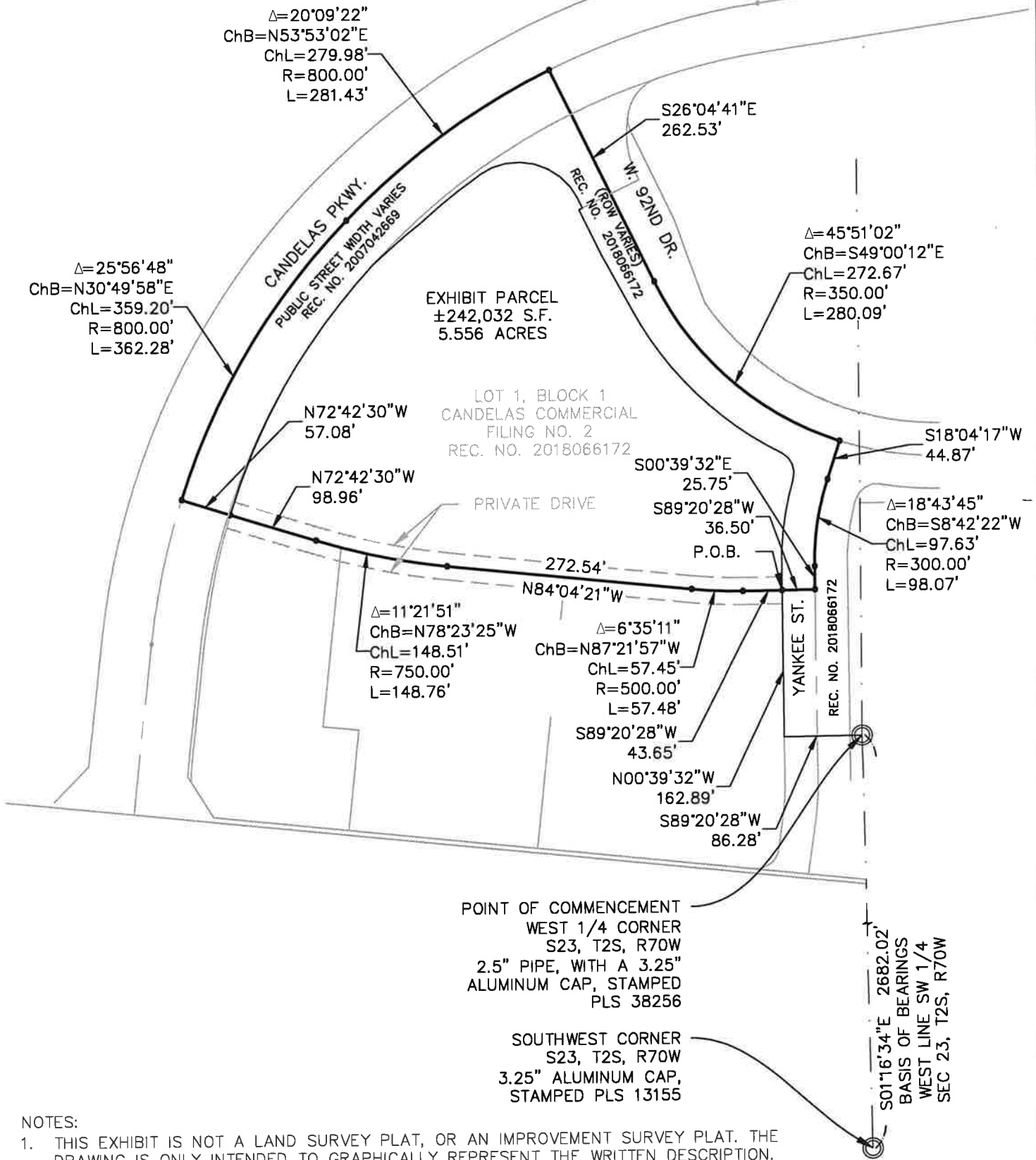
SE 1/4 OF NE 1/4 SEC. OF
SEC. 22, T2S, R70W, 6TH P.M.
CITY OF ARVADA, COUNTY OF
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Project: 22-230-001
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Revised: -

Sheet:

2
3

DESCRIPTION EXHIBIT



NOTES:

- THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT. THE DRAWING IS ONLY INTENDED TO GRAPHICALLY REPRESENT THE WRITTEN DESCRIPTION.



541 E. Garden Drive, Unit N T (970) 663-4552
Windsor, CO 80550 W ridgetopeng.com

DESCRIPTION EXHIBIT

SE 1/4 OF NE 1/4 SEC. OF
SEC. 22, T2S, R70W, 6TH P.M.
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3
3

MAPCHECK

Mapcheck 3: ZONELEGAL2NCL

Closure Summary

Precision, 1 part in: 179108.753'
 Error distance: 0.012'
 Error direction: S57° 47' 21"E
 Area: 5.556acres
 Square area: 242031.117
 Perimeter: 2069.990'

Point of Beginning

Easting: 3084047.0770'
 Northing: 1740108.7746'

Side 1: Line

Direction: S89° 20' 28"W
 Angle: [089°20'28"]
 Deflection angle: [-090°39'32"]
 Distance: 43.650'
 Easting: 3084003.4299'
 Northing: 1740108.2726'

Side 2: Curve

Curve direction: Clockwise
 Radius: 500.000'
 Arc length: 57.480'
 Delta angle: 006°35'11"
 Tangent: [28.770']
 Chord direction: N87° 21' 57"W
 Chord angle: [-176°42'25"]
 Deflection angle: [003°17'35"]
 Chord distance: [57.445']
 Easting: 3083946.0452'
 Northing: 1740110.9128'

Side 3: Line

Direction: N84° 04' 21"W
 Angle: [-179°59'59"]
 Deflection angle: [000°00'01"]
 Distance: 272.540'
 Easting: 3083674.9623'
 Northing: 1740139.0579'

Side 4: Curve

Curve direction: Clockwise
 Radius: 750.000'
 Arc length: 148.760'
 Delta angle: 011°21'51"
 Tangent: [74.623']
 Chord direction: N78° 23' 25"W
 Chord angle: [-174°19'04"]
 Deflection angle: [005°40'56"]
 Chord distance: [148.513']
 Easting: 3083529.4879'
 Northing: 1740168.9453'

Side 5: Line

Direction: N72° 42' 30"W
 Angle: [179°59'59"]
 Deflection angle: [-000°00'01"]
 Distance: 98.960'
 Easting: 3083435.0004'
 Northing: 1740198.3598'

Side 6: Line

Direction: N72° 42' 30"W
 Angle: [180°00'00"]
 Deflection angle: [000°00'00"]
 Distance: 57.080'
 Easting: 3083380.5002'
 Northing: 1740215.3260'

Side 7: Curve

Curve direction: Clockwise
 Radius: 800.000'
 Arc length: 643.710'
 Delta angle: 046°06'09"
 Tangent: [340.425']
 Chord direction: N40° 54' 39"E
 Chord angle: [-066°22'51"]
 Deflection angle: [113°37'09"]
 Chord distance: [626.487']
 Easting: 3083790.7763'
 Northing: 1740688.7808'

Side 8: Line

Direction: S26° 04' 41"E
 Angle: [-090°02'25"]
 Deflection angle: [089°57'35"]
 Distance: 262.530'
 Easting: 3083906.1833'
 Northing: 1740452.9774'

Side 9: Curve

Curve direction: Counter-clockwise
 Radius: [350.006']
 Arc length: 280.090'
 Delta angle: 045°51'02"
 Tangent: [148.030']
 Chord direction: S49° 00' 12"E
 Chord angle: [157°04'29"]
 Deflection angle: [-022°55'31"]
 Chord distance: [272.676']
 Easting: 3084111.9848'
 Northing: 1740274.0978'

Side 10: Line

Direction: S18° 04' 17"W
 Angle: [-090°00'00"]
 Deflection angle: [090°00'00"]
 Distance: 44.870'
 Easting: 3084098.0661'
 Northing: 1740231.4412'

Side 11: Curve

Curve direction: Counter-clockwise
 Radius: 300.000'
 Arc length: 98.070'
 Delta angle: 018°43'45"
 Tangent: [49.474']
 Chord direction: S08° 42' 22"W
 Chord angle: [170°38'05"]
 Deflection angle: [-009°21'55"]
 Chord distance: [97.630']
 Easting: 3084083.2883'
 Northing: 1740134.9365'

Side 12: Line

Direction: S00° 39' 32"E
 Angle: [179°59'58"]
 Deflection angle: [-000°00'02"]
 Distance: 25.750'
 Easting: 3084083.5844'
 Northing: 1740109.1882'

Side 13: Line

Direction: S89° 20' 28"W
 Angle: [-090°00'00"]
 Deflection angle: [090°00'00"]
 Distance: 36.500'
 Easting: 3084047.0868'
 Northing: 1740108.7684'



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 Windsor, CO 80550 W ridgetopeng.com

MAP CHECK

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#

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Candelas Point Infrastructure/Kiddie Academy
Rezoning
DA2022-0103

NATURE OF REQUEST

Candelas Point, LLC and is requesting approval of a rezoning for all of Lot 1, Block 1, Candelas Commercial Filing No. 2, otherwise known as Candelas Point. The current zoning is PUD (Planned Unit Development) and the rezoning request is to CG (Commercial, General). A Master Development Plan and Minor Subdivision have also been submitted and are currently under review by staff. If the Rezoning is approved, the minor subdivision would create three new developable lots. All of which are intended to be used for commercial/office/retail uses. Only one intended user is known at this time (Kiddie Academy). The Master Development Plan would include the construction of a new private road used to service the three new lots and include new public infrastructure needed to service the property.

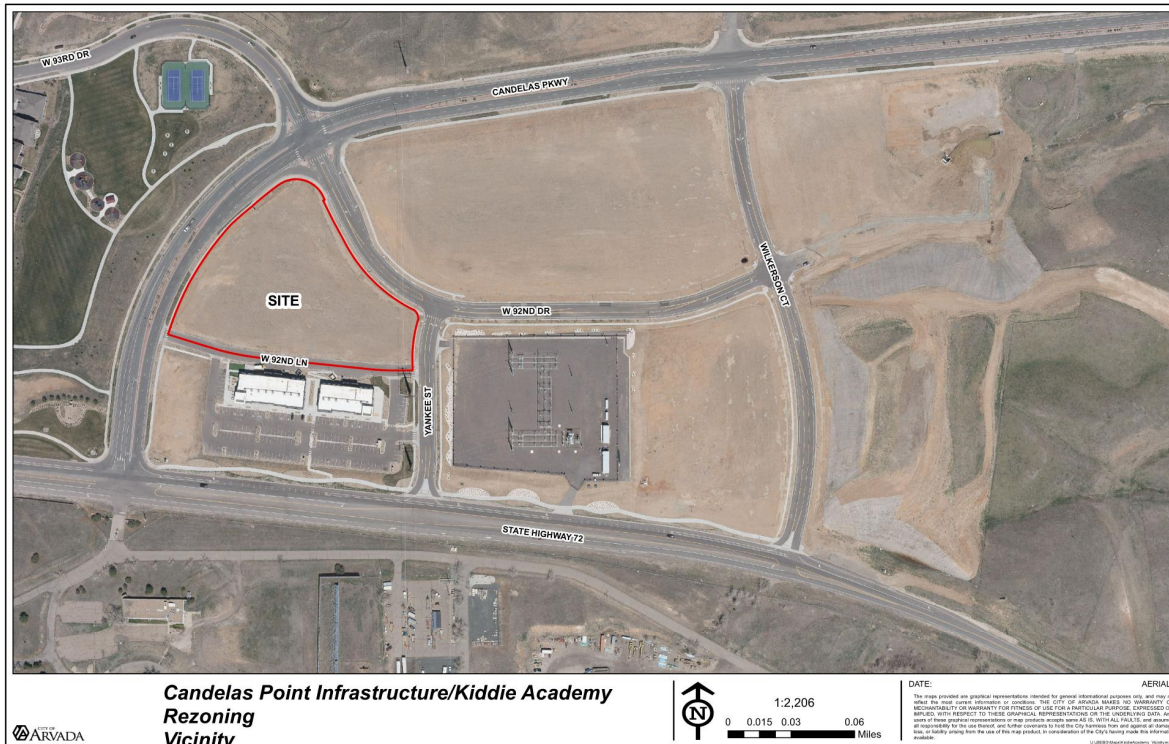
Kiddie Academy has submitted a Site Plan application and is being reviewed concurrently with the rezoning application by staff. Kiddie Academy is proposing to construct an approximately 11,000 square-foot, single-story building which will be used for child daycare services.

MAJOR MODIFICATIONS REQUESTED

The Applicant is not requesting major modifications to the Arvada Land Development Code (LDC) standards as part of this project.

LOCATION AND HISTORY

The subject property is approximately 4.16 acres in size and is located north of Colorado State Highway 72 and Candelas Parkway at 9265 Yucca Lane and is currently undeveloped. The property was annexed into the City in 1991 with the Jefferson Center No. 5 Annexation. The property was originally platted in 2005 with the Vauxmont Minor Subdivision and further subdivided in 2018 with the Candelas Commercial Filing No. 2 subdivision.



NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on November 16, 2022. The applicant, staff, and three neighbors were in attendance.

Questions asked primarily related to anticipated future development, traffic, and pedestrian safety.

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

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1,000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will

provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103.

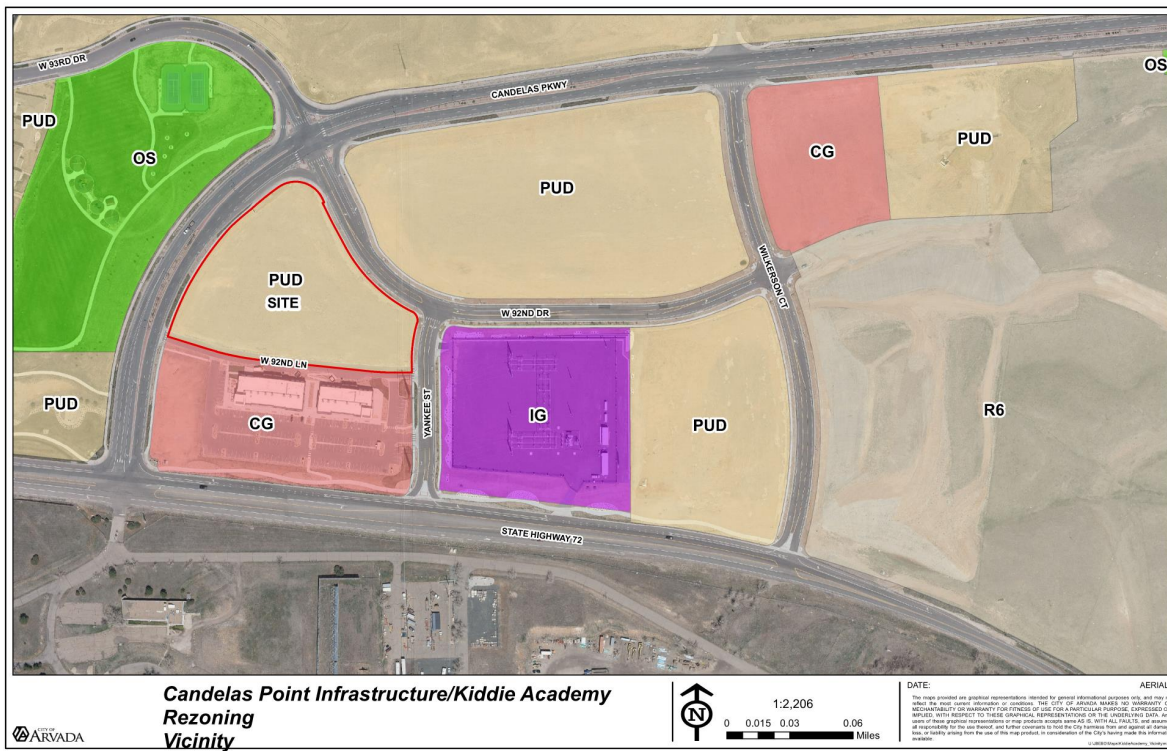
DEVELOPMENT REVIEW TIMELINE

Review of the application began on December 12, 2022. Three reviews were required prior to proceeding with public hearings for the Rezoning. Additional reviews will be required for the Master Development Plan, Minor Subdivision and Kiddie Academy Site Plan.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE



The subject property is currently zoned PUD (Planned Unit Development) and the applicant is requesting a rezone to CG (Commercial, General).

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North (across Candelas Parkway and W. 92 nd Drive)	PUD	Undeveloped Lot
South (across HWY 72)	Jefferson County I-2	Industrial Uses
East (across Yankee Street)	IG (Industrial, General)	Xcel Utilities
West (across Candelas Parkway)	OS (Parks and Open Space)	Park

The applicant proposes to rezone the subject site to CG which is intended “to accommodate a wide variety of general retail and service uses, as well as professional and business offices serving both neighborhood and area-wide needs. This zoning district is typically situated along arterial streets, or where other appropriate high-volume vehicular access is available.” The CG zone district generally reflects a commercial/office/retail only environment with no residential uses allowed.

If approved, the rezoning would allow all future users to develop or redevelop their sites utilizing an administrative entitlement process provided that their development application/s meet or

exceeded all of the applicable standards and regulations in the CG zone district. Allowed uses include but are not limited to: brew pubs and distilleries, all types of recreation, restaurants including fast-food, theatres, retail sales and services type 1 and type 2, general or professional offices, medical offices, day care centers, light motor vehicle service and repair, and others.

PROJECT ANALYSIS

Compliance with the Comprehensive Plan

The project complies with the following goals and policies within the Comprehensive Plan:

POLICY L-5.1: Targeted Redevelopment Areas

The City will continue to plan for and promote redevelopment in targeted redevelopment areas (see Figure 2-6. Redevelopment Areas) Targeted redevelopment areas include: Northwest Arvada

GOAL ED-3: Plan for well-located, high-quality commercial developments.

POLICY ED-3.1: Commercial Development in “Centers”

The City will plan for a hierarchy of commercial development at major intersections to serve the future needs of the community, including neighborhood and regional commercial centers. The City should discourage strip commercial development along arterial roadways where inappropriate.

POLICY ED-3.2: Neighborhood and Community Commercial Centers

The City will plan for neighborhood commercial developments that are compatible with and designed to serve nearby residential areas. These retail developments often contain an anchor such as a grocery store anchor and other service retail shops. New retail development adjacent to neighborhoods should provide direct pedestrian connections, transitional setbacks, and landscape buffers.

GOAL ED-4: Redevelop and revitalize existing commercial and industrial areas.

POLICY ED-4.1: Promote Redevelopment of Underutilized Commercial Areas

The site is identified as Neighborhood and Community Commercial/Office on the Future Land Use map within the Arvada Comprehensive Plan. The rezoning to CG is consistent with the Plan and is the zone district designed to implement the intent of the map designation. The rezoning will allow future commercial, office, and retail uses to locate on the site and develop in accordance with the LDC.

Setbacks

The CG zone district requires that non-residential buildings be set back 20 feet from a front or street-side property line, ten feet from an internal side and 20 feet from a rear. Setbacks will be reviewed as part of any Site Plan application.

The proposed Kiddie Academy exceeds these requirements.

Building Height

The maximum building height allowed in this CG zoning district is 45 feet. Building height will be reviewed as part of any Site Plan application.

The proposed Kiddie Academy shows a height of 26 feet.

Open Space

The CG zoning district requires a minimum of 20 percent of the site be landscape surface area. Compliance with the landscaped surface area will be reviewed as part of any Site Plan.

The proposed Kiddie Academy shows a landscape surface area of 20 percent.

In the CG zone district only five percent of the site may be used for outdoor storage.

Landscaping, Buffering and Fencing

Landscaping for individual pad sites will be required to comply with the standards and regulations within LDC 4-6 and any others that may apply. A landscape plan will be required to be submitted with any Site Plan application.

Landscaping for the proposed Kiddie Academy site includes 23 trees (deciduous, ornamental, and evergreen) and a mix of shrubs and turf. An outdoor, fenced playground area to the west of the building is being provided for the children in the care of the center.

Building Design

All buildings constructed on the future lots will be required to adhere to Chapter 5 (Building Design) of the LDC. Design will be reviewed with any future Site Plan application.

Kiddie Academy is proposing to construct a single-story building to be used as a child day care center. The building would be approximately 26 feet in height and constructed mostly of brick, an EIFS stucco system, and storefront system with transparent windows.

Circulation and Connectivity

One private drive will be constructed with the master development plan connecting West 92nd Lane (a private drive) to West 92nd Drive (a public street). No new access onto Candelas Parkway will be constructed. The three new lots will all take access from the new private drive.

Grading and Drainage

As existing grades are generally flat, however, grading will be designed to slope from the west to the east in order to route drainage flows to a new public storm system within the private drive. Those flows will then be routed to a regional detention pond constructed with the overall Candelas Commercial Filing No. 2 improvements.

Parking and Loading

Off-street parking and loading requirements will be determined with any Site Plan application and will be based on the specific end user for each development parcel as required in Division 4-5 of the LDC.

Kiddie Academy is required to provide a minimum of 22 parking spaces, two of which must be ADA. However, they are choosing to provide 32 with three ADA spaces.

Utility Services

Water and sanitary sewer service is provided by JCMD and they have the capacity to service the site.

Police and Fire Protection

The proposal has been reviewed by the Arvada Fire and Protection District and is supportive of the proposal. The property is served by Arvada Police.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning to CG is consistent with the Comprehensive Plan and the Neighborhood and Community Commercial/Office designation on the Future Land Use map.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use for future commercial/office/retail uses is consistent with the CG zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	All public facilities and services are available to service to the site. Additional infrastructure necessary to service the site will be constructed with the master development plan.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	The intended land uses will not result in significant adverse impacts.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The rezoning is consistent with the character of existing development. Lots 2-4, Block 1 Candelas Commercial Filing No 2 located immediately south are zoned CG. And the intended character of this site will be similar.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

Neighborhood Meeting Summary

Neighborhood Meeting Summary

Candelas Point, Block 1, Lot 1 Rezoning and Kiddie Academy Day Care

Dear Mr. Bebo,

We had our neighborhood meeting last night and we had three attendees. We didn't hear any concerns related to the rezone but there was one attendee worried about traffic that would be caused by the Kiddie Academy.

Myself and Scott Higa with G3 architecture were in attendance from the Developer and Design side. There is a traffic generation study being performed by Kimley Horn for the area. It will be included with the application.

Warm regards,

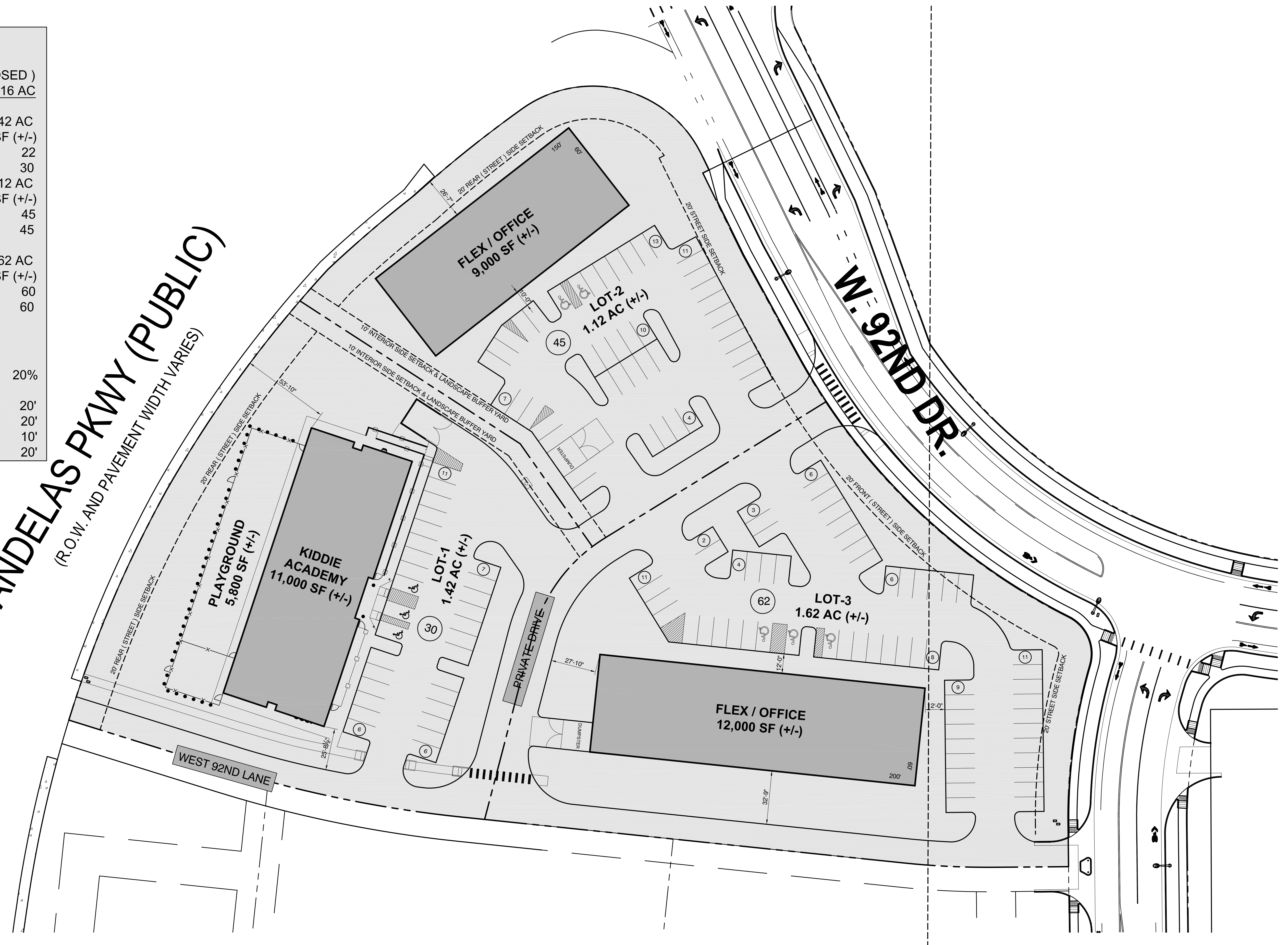
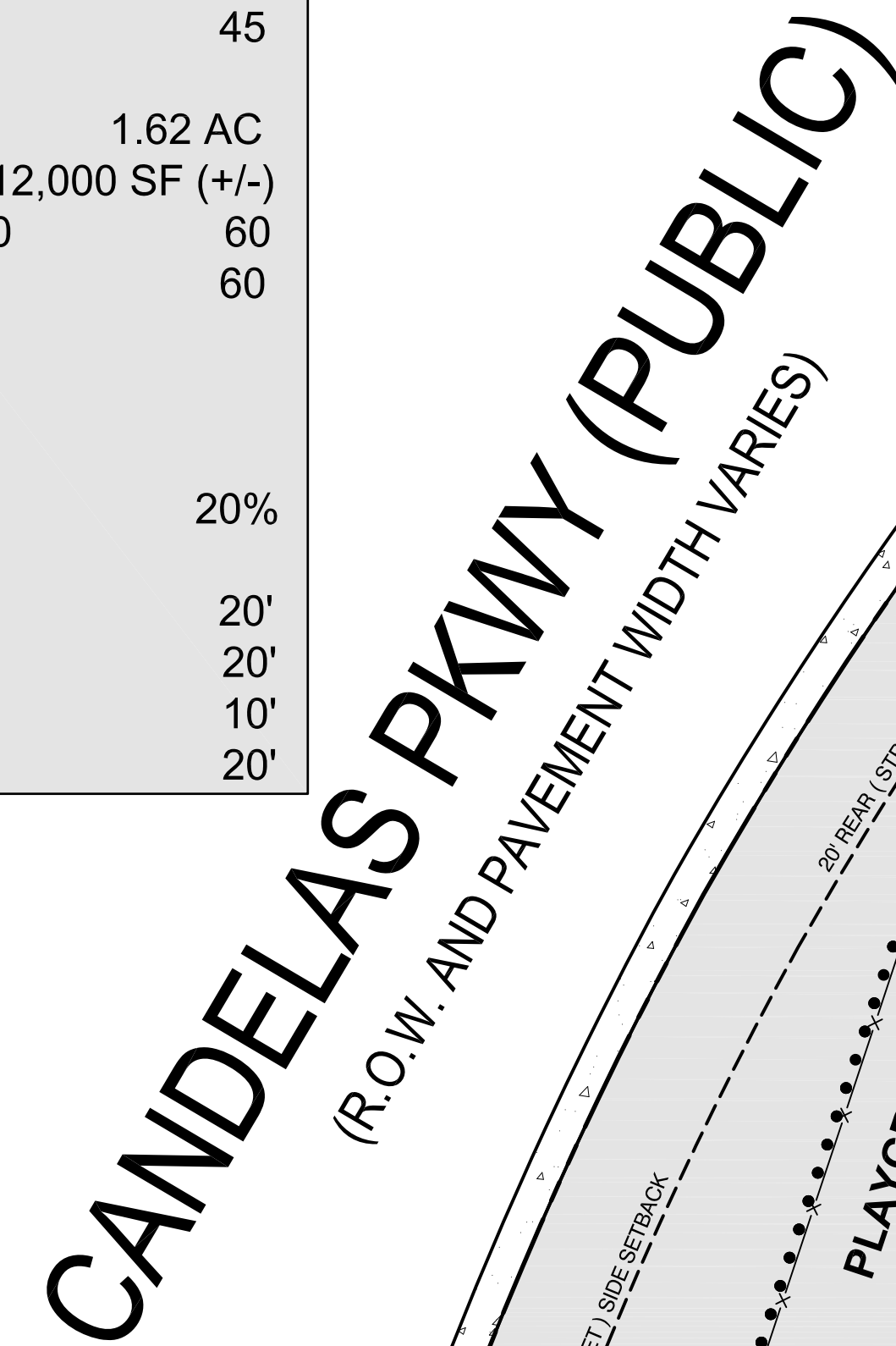
Brandon Dooling
CANDELAS POINT, LLC

ZONE	CG (PROPOSED)
SITE	<u>4.16 AC</u>

LOT-2	1.12 AC
BUILDING (FLEX/OFFICE)	9,000 SF (+/-)
PARKING REQUIRED @ 5 / 1,000	45
PARKING PROVIDED	45

NOTE*	LANDSCAPE REQUIRED	20%
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SETBACK (FRONT)	20'
SETBACK (STREET SIDE)	20'
SETBACK (INTERIOR SIDE)	10'
SETBACK (REAR)	20'



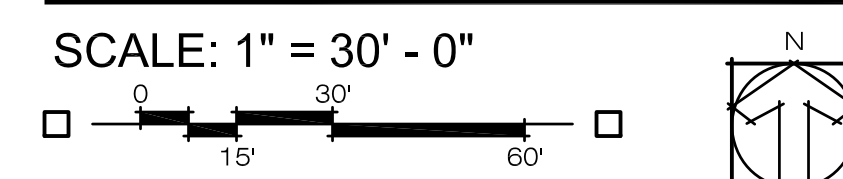
Candelas Point, Block 1 North Re-Zoning
Arvada, CO

Candelas Point, LLC
8008 Raspberry Way
Frederick, CO 80504

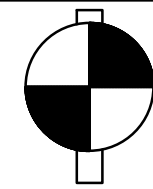
REVISIONS

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NOTE: This information is conceptual in nature and is subject to adjustments pending further verification and Client, Tenant, and Governmental Agency approvals. No warranties or guarantees of any kind are given or implied by the Architect.

Site Plan (Re-Zone)



BENCHMARK DATA



NGS BENCHMARK DESIGNATION: BARBARA 1977

ELEVATION : 5814.88 (NAVD88)

VERTICAL DATUM

BASIS OF BEARING

CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., AS BEARING S01°16'34"E, BEING MONUMENTED AT THE NORTH BY A 2.5" PIPE, WITH A 3.25" ALUMINUM CAP, STAMPED PLS 38256, AND MONUMENTED AT THE SOUTH BY A 3.25" ALUMINUM CAP, STAMPED PLS 13155.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS.

LOT 2, BLOCK 1, CANDELAS COMMERCIAL, FILING NO. 2, AMENDMENT NO.1

CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, T2S, R70W, OF THE 6TH P.M., AS BEARING S01°16'34"E, BEING MONUMENTED AT THE NORTH BY A 2.5" PIPE, WITH A 3.25" ALUMINUM CAP, STAMPED PLS 38256, AND MONUMENTED AT THE SOUTH BY A 3.25" ALUMINUM CAP, STAMPED PLS 13155, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH RANGE 70 WEST OF THE 6TH P.M., THENCE SOUTH 89°20'28" WEST, 86.28 FEET, TO A POINT ON THE EAST LINE OF LOT 4, BLOCK 1, CANDELAS COMMERCIAL FILING NO. 2, RECORDED AT RECEPTION NUMBER 2018066172, AT THE JEFFERSON COUNTY, COLORADO, CLERK AND RECORDER; THENCE ALONG THE EAST LINE OF SAID LOT 4, NORTH 00°39'32" WEST, 162.89 FEET, TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, OF SAID CANDELAS COMMERCIAL FILING NO. 2; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1, THE FOLLOWING 3 COURSES AND DISTANCES:

- SOUTH 89°20'28" WEST, 43.65 FEET, TO A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 6°35'13" AND A CHORD WHICH BEARS NORTH 87°21'57" WEST, 57.45 FEET;
- THENCE ALONG THE ARC OF SAID CURVE 57.48 FEET;
- THENCE NORTH 84°04'21" WEST, 241.52 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID LOT 1, BLOCK 1, CANDELAS COMMERCIAL FILING NO. 2, THE FOLLOWING 5 COURSES AND DISTANCES:

- NORTH 84°04'21" WEST, 31.02 FEET, TO A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 11°23'51" AND A CHORD WHICH BEARS NORTH 78°23'25" WEST, 148.51 FEET;
- THENCE ALONG THE ARC OF SAID CURVE 148.76 FEET;
- THENCE NORTH 72°42'30" WEST, 98.96 FEET, TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 741.39 FEET, A CENTRAL ANGLE OF 11°47'21" AND A CHORD WHICH BEARS NORTH 22°59'57" EAST, 152.28 FEET;
- THENCE ALONG THE ARC OF SAID CURVE 152.55 FEET, TO A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 745.00 FEET, A CENTRAL ANGLE OF 10°58'22" AND A CHORD WHICH BEARS NORTH 35°08'12" EAST, 142.46 FEET;
- THENCE ALONG THE ARC OF SAID CURVE 142.68 FEET;

THENCE SOUTH 57°01'49" EAST, 160.78 FEET;

THENCE SOUTH 35°03'00" EAST, 77.62 FEET, TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 41°00'08" AND A CHORD WHICH BEARS SOUTH 29°04'03" WEST, 70.05 FEET;

THENCE ALONG THE ARC OF SAID CURVE 71.56 FEET;

THENCE SOUTH 08°34'02" WEST, 108.12 FEET, TO THE POINT OF BEGINNING.

CONTAINING 63,389 SQUARE FEET (1.455 ACRES), MORE OR LESS.

LAND DEDICATION

THE AREA DEDICATED BY THIS PLAT IS A PARCEL OF LAND LOCATED ON THE SE CORNER OF CANDELAS PARKWAY AND 92ND LANE. THE LAND CONSISTS OF VACANT AREA, COVERED BY NATIVE GRASSES AND WEEDS.

CITY OF ARVADA GENERAL NOTES

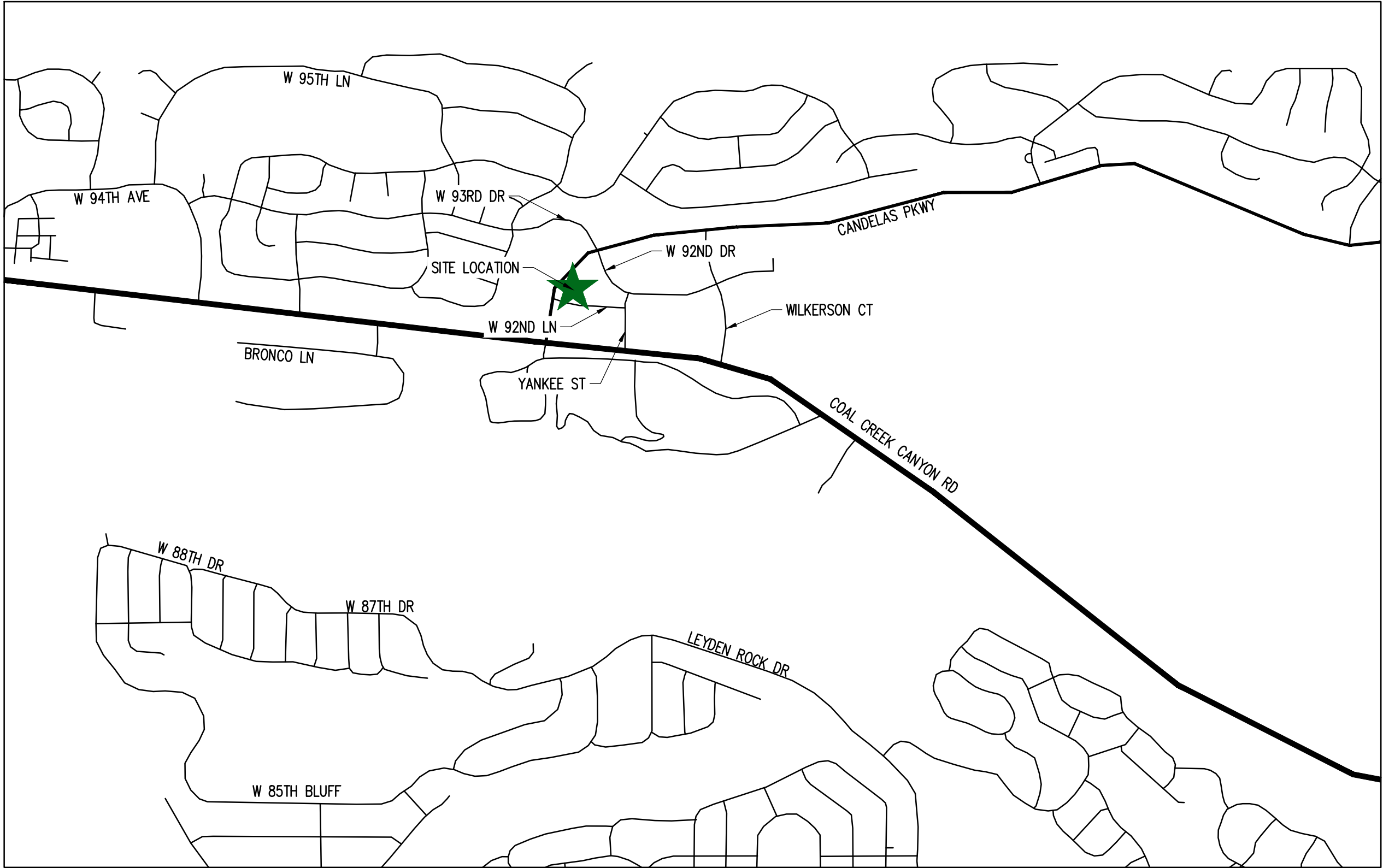
- ANY PROPOSED FENCES, WALLS, SIGNS AND ACCESSORY STRUCTURES SHOWN ON THIS PLAN ARE ILLUSTRATIVE ONLY AND SUBJECT TO SEPARATE REVIEWS AND PERMITS.
- FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED WITH AN APPROVED ALL-WEATHER SURFACE (CONCRETE OR ASPHALT) AND SHALL BE CAPABLE OF SUPPORTING AN IMPOSED LOAD OF 85,000 POUNDS.
- THE APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE AFPD. THE FIRE APPARATUS ACCESS ROADS SHALL CONSIST OF THE FIRST LIFT OF ASPHALT OR CONCRETE AND SHALL BE PROVIDED PRIOR TO COMMENCING VERTICAL CONSTRUCTION. ALTERNATIVE TEMPORARY FIRE APPARATUS ACCESS ROAD MATERIALS AND/OR DESIGNS SHALL BE APPROVED AND PERMITTED BY THE AFPD. THE PRIVATE ROADS THROUGH THE SITE SHALL BE DEDICATED ON THE FINAL PLAT AS "FIRE APPARATUS ACCESS ROADS" OR OTHER SIMILAR LANGUAGE AS REQUIRED BY THE CITY OF ARVADA.
- A 3- 0' CLEAR SPACE SHALL BE MAINTAINED AROUND ALL FIRE HYDRANTS AND NOT OBSTRUCTED.
- FIRE HYDRANTS SHALL BE INSTALLED AND OPERATIONAL TO PROVIDE THE MINIMUM REQUIRED FIRE FLOW PRIOR TO COMMENCING VERTICAL CONSTRUCTION.
- DURING CONSTRUCTION AND UPON COMPLETION THERE SHALL BE BUILDING SIGNAGE PROVIDED, A MINIMUM OF 0- 4" INCHES HIGH WITH A 0.5" STROKE AND VISIBLE FROM THE STREET OR ROAD FRONTING THAT BUILDING.
- THE CITY OF ARVADA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SURVEY DATA SHOWN HEREIN. THE CITY OF ARVADA'S REVIEW IS FOR GENERAL COMPLIANCE WITH ARVADA'S LAND DEVELOPMENT CODE. THE CITY OF ARVADA, THROUGH THE ACCEPTANCE OF THE PLAT/SITE PLAN, ASSUMES NO RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF PLAT/SITE PLAN. THE ACCURACY OF SURVEY INFORMATION INCLUDING BOUNDARY INFORMATION, MONUMENTATION, LOT LINES, ETC IS THE SOLE RESPONSIBILITY OF THE LICENSED SURVEYOR NAMED HEREIN.

NARRATIVE SUMMARY

THE PROPOSED PROJECT SEEKS TO DEVELOP A DAYCARE/PRESCHOOL FACILITY IN THE EMPTY LOT LOCATED AT THE SOUTHEAST CORNER OF CANDELAS PKWAY AND HIGHWAY 72. THE EXISTING SITE IS A CURRENTLY UNDEVELOPED SECTION OF LAND ADJACENT TO THE CANDELAS POINT RETAIL CENTER. NO DEMOLITION IS REQUIRED AT THIS LOCATION. THE PROPOSED DEVELOPMENT FOR THIS PROJECT CONSISTS OF THE CONSTRUCTION OF THE KIDDIE ACADEMY BUILDING AND THE ACCOMPANYING PARKING LOT.

ARVADA KIDDIE ACADEMY SITE PLAN

LOT 1, BLOCK 2, CANDELAS COMMERCIAL, FILING NO. 2, AMENDMENT NO. 1,
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



VICINITY MAP

1" = 1000'



SITE DATA TABLE			
SITE DEVELOPMENT INFORMATION			
ZONE DISTRICT		CG - GENERAL COMMERCIAL	
HOUSING PALETTE LOT TYPE		N/A	
TOTAL PROJECT AREA		1.455 AC	
ROW DEDICATION		N/A	
DEVELOPMENT STANDARDS		SITE	STANDARD
LOT AREA	1.455 AC	5,000 SF	0.11 AC
LOT WIDTH (MIN)	237.69 Ft	50 Ft	
LOT WIDTH (CORNER)	N/A	N/A	
LOT COVERAGE (MAX)	48%	35%	
BUILDING AND PARKING SITING STANDARDS			
FRONT SETBACK (MIN)	109'-9 13/16"	20'-0"	
FRONT PARKING SETBACK (MIN)	35'-7 13/16"	20'-0"	
SIDE SETBACK, STREET (MIN)	41'-1 15/16"	20'-0"	
SIDE SETBACK, INTERIOR (MIN)	63'-3 15/16"	10'-0"	
REAR SETBACK	56'-2 1/2"	20'-0"	
BUILDING STANDARDS			
HEIGHT (FT MAX)/STORIES	26'-0"	45'-0"	
SITE STANDARDS			
LANDSCAPE SURFACE AREA (MIN)	3152 SF .07 AC	20%	
IMPERMEABLE SURFACE AREA	29751 SF .683 AC		
SMALL URBAN PARK	N/A	N/A	
PARKING STANDARDS			
STANDARD SPACES	27	20	
ACCESSIBLE SPACES	3	2	
TOTAL	30	22	
BICYCLE SPACES	2	1 PER 15 VEHICLE SPACES	
PROPOSED USES WITH GROSS FLOOR AREA			
DAYCARE CENTER (CHILD)	11,000 SF	N/A	
BUILDING GFA	11,000 SF	N/A	

DRAWING INDEX

SHEET DESCRIPTION	SHEET TITLE	SHEET #
CV-1.0	COVER SHEET	1
C-1.0	SITE PLAN	2
PH-1.0	PHOTOMETRICS	3
LS-1.0	LANDSCAPE PLANS	4
A-1.0	BUILDING ELEVATIONS	5
A-2.0	BUILDING ELEVATIONS	6
A-3.0	SITE DETAILS	7

PROJECT CONTACTS:

OWNER
CANDELAS POINT LLC
10050 WADSWORTH BLVD
WESTMINSTER, CO 80021
(303) 772-4051
CONTACT: JEFF NADING

DEVELOPER
THINK PROPERTIES LLC
900 HOBBS ROAD, APT 223
GREENSBORO, NC 27410
(917) 509-2911
CONTACT: BRIAN HALUSAN

ARCHITECT
G3 ARCHITECTURE
7730 E BELLVIEW AVENUE, STE A-100
GREENWOOD VILLAGE, CO 80111
(720) 542-9416
CONTACT: SCOTT HIGA

CIVIL ENGINEER
RIDGETOP ENGINEERING
541 E. GARDEN DRIVE, UNIT N
WINDSOR, CO 80550
(970) 663-4552
CONTACT: MIKE BEACH, P.E.

LANDSCAPE ARCHITECT
PLANSCAPES
980 NORWAY MAPLE DRIVE
LOVELAND, CO 80538
(970) 988-5301
CONTACT: ROB MALLOY

SURVEYOR
RIDGETOP ENGINEERING
541 E. GARDEN DRIVE, UNIT N
WINDSOR, CO 80550
(970) 663-4552
CONTACT: MICHAEL LANG



541 E. Garden Drive,
Unit N
Windsor, CO 80550

T (970) 663-4552
W ridgetopeng.com

PROJECT TITLE

ARVADA KIDDIE ACADEMY

SE CORNER OF
CANDELAS PKWAY &
HWY 72

PREPARED FOR

THINK PROPERTIES
LLC.

900 HOBBS ROAD
APT 223
GREENSBORO, NC 27410

SUBMITTAL

SITE PLAN

DRAWN BY: KNW

CHECKED BY: MRB

PROJECT NO.: 22-228-001

REVISIONS

1ST SUBMITTAL 12.09.2022

RESUBMITTAL 02.04.2023

3RD SUBMITTAL 03.17.2023

DATE

12/09/2022

SHEET TITLE

COVER SHEET

SHEET INFORMATION

CV-1.0

1 of 7

Know what's below.
Call before you dig.

ARVADA KIDDIE ACADEMY SITE PLAN

LOT 1, BLOCK 2, CANDELAS COMMERCIAL, FILING NO. 2, AMENDMENT NO. 1,
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

LEGEND

	PORTLAND CEMENT CONCRETE PAVEMENT
	ASPHALTIC CONCRETE PAVEMENT
	CONCRETE SIDEWALK
	PROPERTY LINE
	EDGE OF PAVEMENT
	CURB AND GUTTER
	SAW CUT
	CANOPY
	BUILDING
	EASEMENTS

GENERAL NOTES (CITY OF ARVADA)

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ARVADA 'ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS', LATEST EDITION, UNLESS OTHERWISE SPECIFIED HEREIN.
- ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA ENGINEERING DIVISION.
- ALL WORK WILL REQUIRE A CITY OF ARVADA ENGINEERING DIVISION PUBLIC IMPROVEMENT PERMIT PRIOR TO THE START OF CONSTRUCTION. ALL CONTRACTORS AND SUBCONTRACTORS MUST OBTAIN A SEPARATE PERMIT FOR THE WORK BEING COMPLETED BY THE PARTICULAR CONTRACTOR OR SUBCONTRACTOR. ANY CONSTRUCTION WITHIN THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) RIGHT-OF-WAY WILL REQUIRE A CDOT CONSTRUCTION PERMIT PRIOR TO ANY WORK IN THEIR RIGHT-OF-WAY.
- ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED DRAWINGS SIGNED BY THE CITY ENGINEER OR DESIGNEE AND A PRINTED COPY OF THE CURRENT CITY OF ARVADA 'ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS' ON SITE AT ALL TIMES.
- THE CITY OF ARVADA ENGINEERING DIVISION SHALL BE NOTIFIED (PHONE # 720-898-7640) A MINIMUM OF 24 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
- THE ENGINEER ASSUMES NO RESPONSIBILITY FOR BURIED UTILITIES. THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION AND TO PROTECT THEM DURING CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY INCLUDING, BUT NOT LIMITED TO, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL AND SECURITY.
- BENCHMARK LOCATION, ELEVATION AND DATUM ARE AS NOTED.
- AS-BUILT DRAWINGS SHOWING ALL CHANGES FROM THE APPROVED CONSTRUCTION DRAWINGS SHALL BE SUBMITTED TO THE CITY ENGINEER OR DESIGNEE PRIOR TO INITIATION OF THE REQUIRED TWO YEAR WARRANTY PERIOD. UTILITY AS-BUILTS SHALL INCLUDE STATIONING OF ALL FITTINGS, SERVICES AND PERTINENT ELEVATIONS. CERTIFICATES OF OCCUPANCY FOR ANY BUILDINGS OR STRUCTURES WITHIN THE DEVELOPMENT WILL NOT BE ISSUED UNTIL THE AS-BUILTS HAVE BEEN RECEIVED, REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION.
- A CITY OF ARVADA TAX CERTIFICATION FORM MUST BE COMPLETED BY ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK ON THIS PROJECT. THIS FORM DETAILS ALL MATERIALS WHICH HAVE BEEN INCLUDED IN THE WORK BY CONTRACTORS AND SUBCONTRACTORS. COPIES OF ALL PAID INVOICES FOR MATERIALS SHALL BE ATTACHED TO THE FORM. CERTIFICATES OF OCCUPANCY FOR ANY BUILDINGS OR STRUCTURES WITHIN THE DEVELOPMENT WILL NOT BE ISSUED UNTIL THIS FORM HAS BEEN RECEIVED, REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION.
- OWNER/DEVELOPER SHALL OBTAIN A STORMWATER CONSTRUCTION PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, WATER QUALITY CONTROL DIVISION, PRIOR TO CLEARING, GRADING, OR EXCAVATING A SITE OF ONE (1) ACRE OR MORE OR LESS THAN ONE ACRE AND PART OF A LARGER DEVELOPMENT. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO THE START OF CLEARING, GRADING OR EXCAVATING OF THE SITE. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN A COLORADO STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR ALL AREAS WHERE DEWATERING IS REQUIRED FROM AN EXCAVATION AND WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH OR ANY WATERS OF THE UNITED STATES. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO THE START OF ANY DEWATERING. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- ALL CURB RAMPS SHALL COMPLY WITH THE LATEST CITY OF ARVADA AND ADA STANDARD. CONTRACTOR TO CHECK WITH THE CITY OF ARVADA ENGINEERING DIVISION TO VERIFY THE LATEST CURB RAMP STANDARD PRIOR TO CONSTRUCTION OF ANY RAMP.
- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY OF ARVADA ENGINEERING DIVISION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS 'ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS'.
- A PLAN FOR TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION FOR ACCEPTANCE WITH THE PUBLIC IMPROVEMENTS PERMIT APPLICATION. A PUBLIC IMPROVEMENTS CONSTRUCTION PERMIT WILL NOT BE ISSUED WITHOUT AN APPROVED TRAFFIC CONTROL PLAN FOR TRAFFIC CONTROL ON EXISTING ROADS DURING CONSTRUCTION.

- NOTE:
- FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED WITH AN APPROVED PAVED SURFACE (ASPHALT OR CONCRETE) AND SHALL BE CAPABLE OF SUPPORTING AN IMPOSED LOAD OF 85,000 POUNDS.
 - DURING CONSTRUCTION THERE SHALL BE SIGNAGE THAT PROVIDES THE ADDRESS AT THE FIRE DEPARTMENT ACCESS POINT, THE CHARACTERS SHALL BE A MINIMUM OF 4 INCHES HIGH WITH A 0.5 INCH STROKE AND VISIBLE FROM THE FIRE DEPARTMENT ACCESS POINT. THE COLOR OF THE SIGN SHALL EITHER BE A RED BACKGROUND WITH WHITE CHARACTERS OR WHITE BACKGROUND WITH RED CHARACTERS.
 - APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED BEFORE COMBUSTIBLE MATERIALS ARE BROUGHT TO THE SITE, AND BEFORE VERTICAL CONSTRUCTION. UNLESS OTHERWISE APPROVED, THE FIRE APPARATUS ACCESS ROAD SHALL CONSIST OF THE FIRST LIFT OF ASPHALT OR CONCRETE.

SITE DATA

SITE AREA: 1.424 AC (62,045 SF)
OWNER: CITY OF ARVADA
LAND USE CLASSIFICATION: GENERAL COMMERCIAL
ZONING CLASSIFICATION: GC - GENERAL COMMERCIAL
LOCAL JURISDICTION: ARVADA, CO
APN: 20-224-02-004
ADDRESS: SE CORNER HWY 72 AND CANDELAS PKWY
BUILDING HEIGHT: XX' (PROPOSED) / 45' (MAX. REQ'D)
BUILDING SETBACKS: XX' ALL SIDES (MIN REQ'D) - SEE SITE PLAN FOR PROPOSED SETBACKS

BUILDING DATA

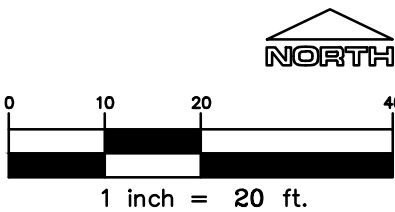
BUILDING: = 11,000 SF

PARKING DATA

USE: DAY CARE/SCHOOL
REQUIRED PARKING (PER PD): 2 SP./1,000 SF
KIDDIE ACADEMY: 2 PER 1,000 SF (11,000 SF = 22 STALLS)

	REQUIRED	PROPOSED
STANDARD SPACES	22 STALLS	27 STALLS
ACCESSIBLE SPACES	2 STALLS	3 STALLS
CHARGING STATION	0 STALLS	0 STALLS
COMPACT SPACES	0 STALLS	0 STALLS
TOTAL VEHICLE SPACES	24 STALLS	30 STALLS

STALL DIMENSIONS:
COMPACT/ELECTRIC: 9' x 18'
HANDICAP: 9' x 18'
STANDARD: 9' x 18'



LOGO

RIDGE TOP
ENGINEERING & SURVEYING
541 E. Garden Drive, Unit N Windsor, CO 80550
T (877) 863-4662 W ridgeTOPeng.com

PROJECT TITLE

ARVADA KIDDIE ACADEMY

SE CORNER OF CANDELAS PKWY & HWY 72

PREPARED FOR

THINK PROPERTIES LLC.

900 HOBBS ROAD
APT 223
GREENSBORO, NC 27410

SUBMITTAL

SITE PLAN

DRAWN BY: KNW

CHECKED BY: MRB

PROJECT NO.: 22-228-001

REVISIONS

1ST SUBMITTAL	12.09.2022
RESUBMITTAL	02.04.2023
3RD SUBMITTAL	03.17.2023

DATE

12/09/2022

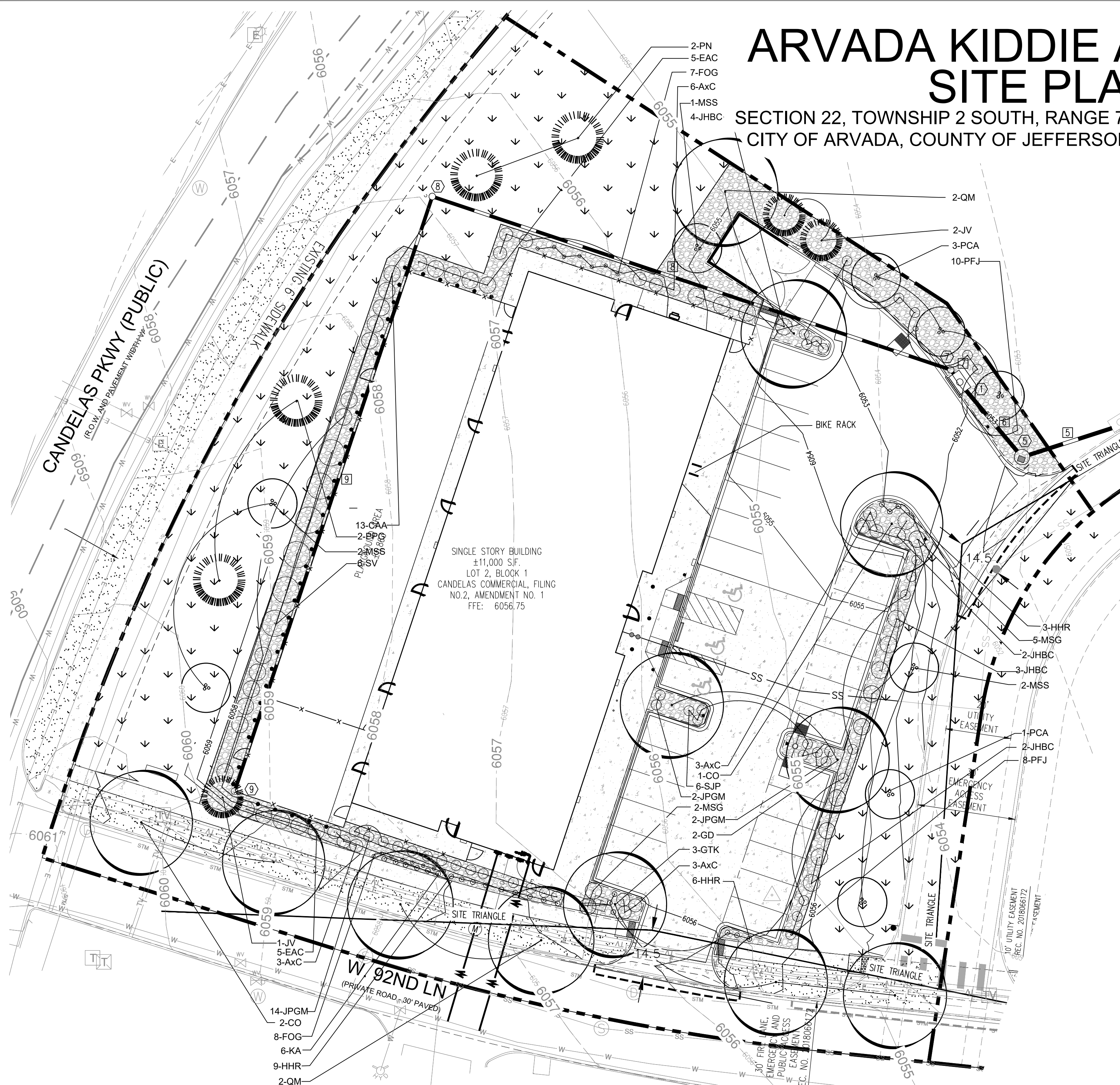
SHEET TITLE

SITE PLAN

SHEET INFORMATION

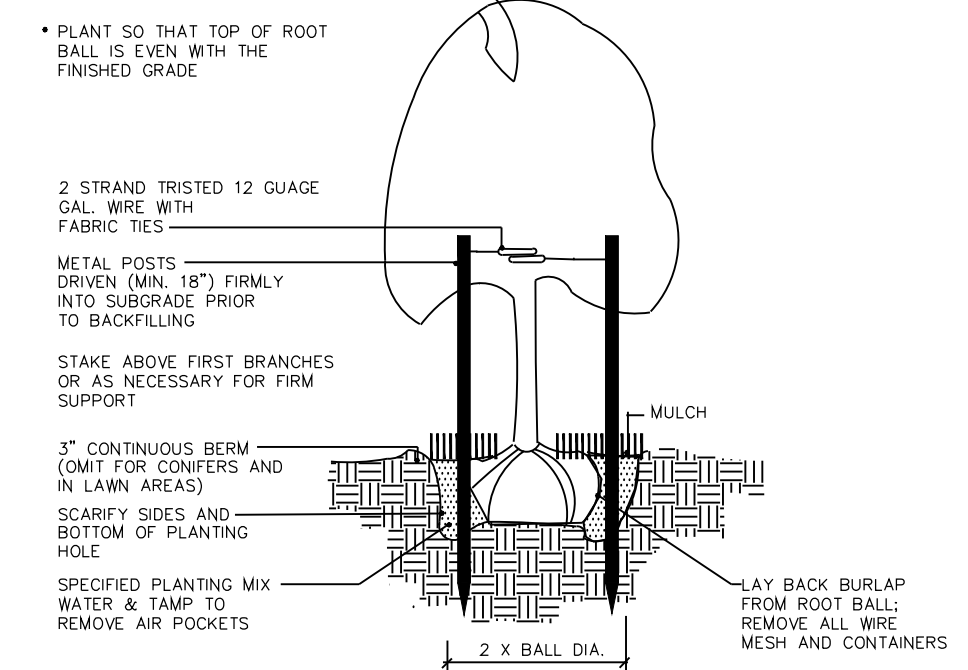
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2 of 7

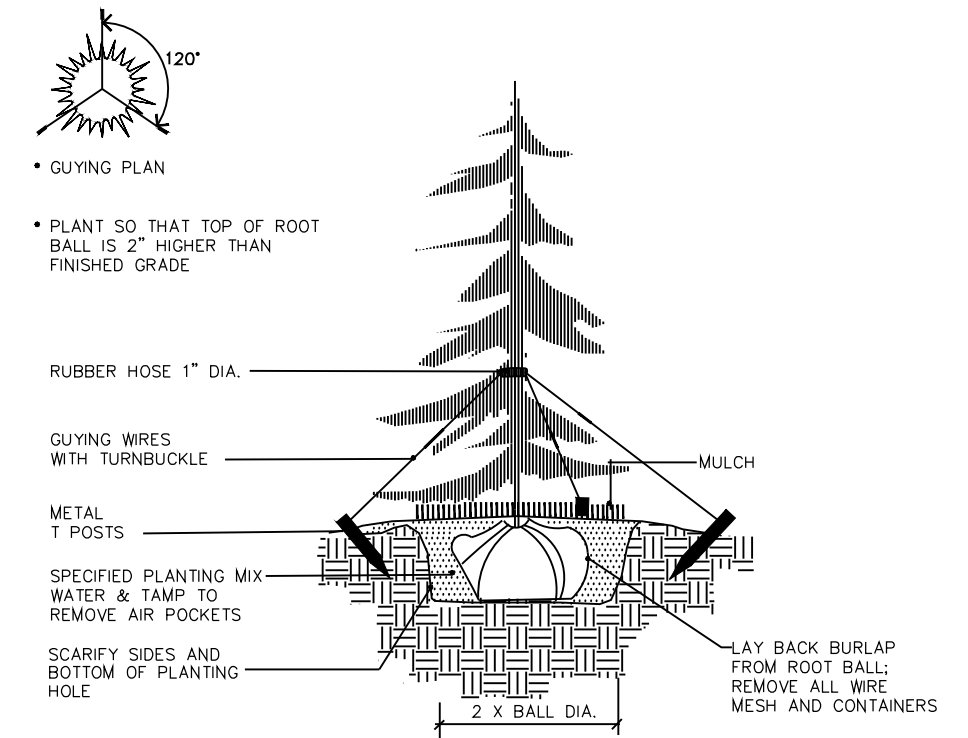


ARVADA KIDDIE ACADEMY SITE PLAN

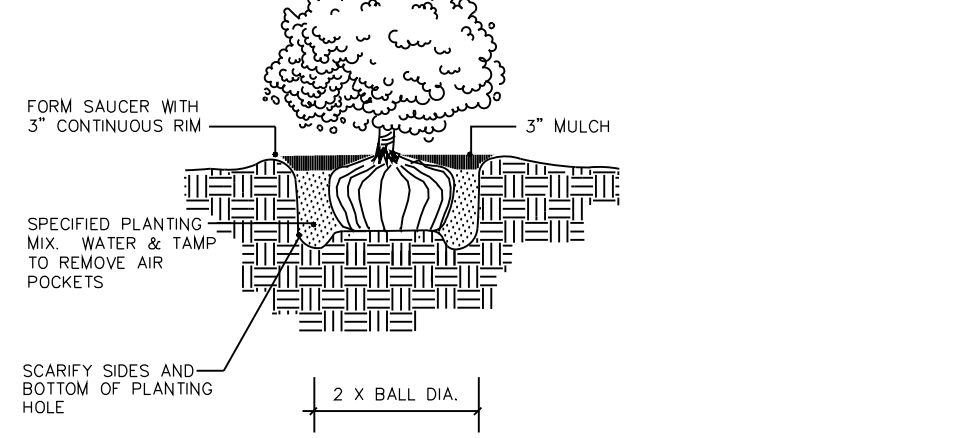
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



A TREE PLANTING - VERTICAL STAKES
NOT TO SCALE



B CONIFER TREE PLANTING - GUY WIRES
NOT TO SCALE



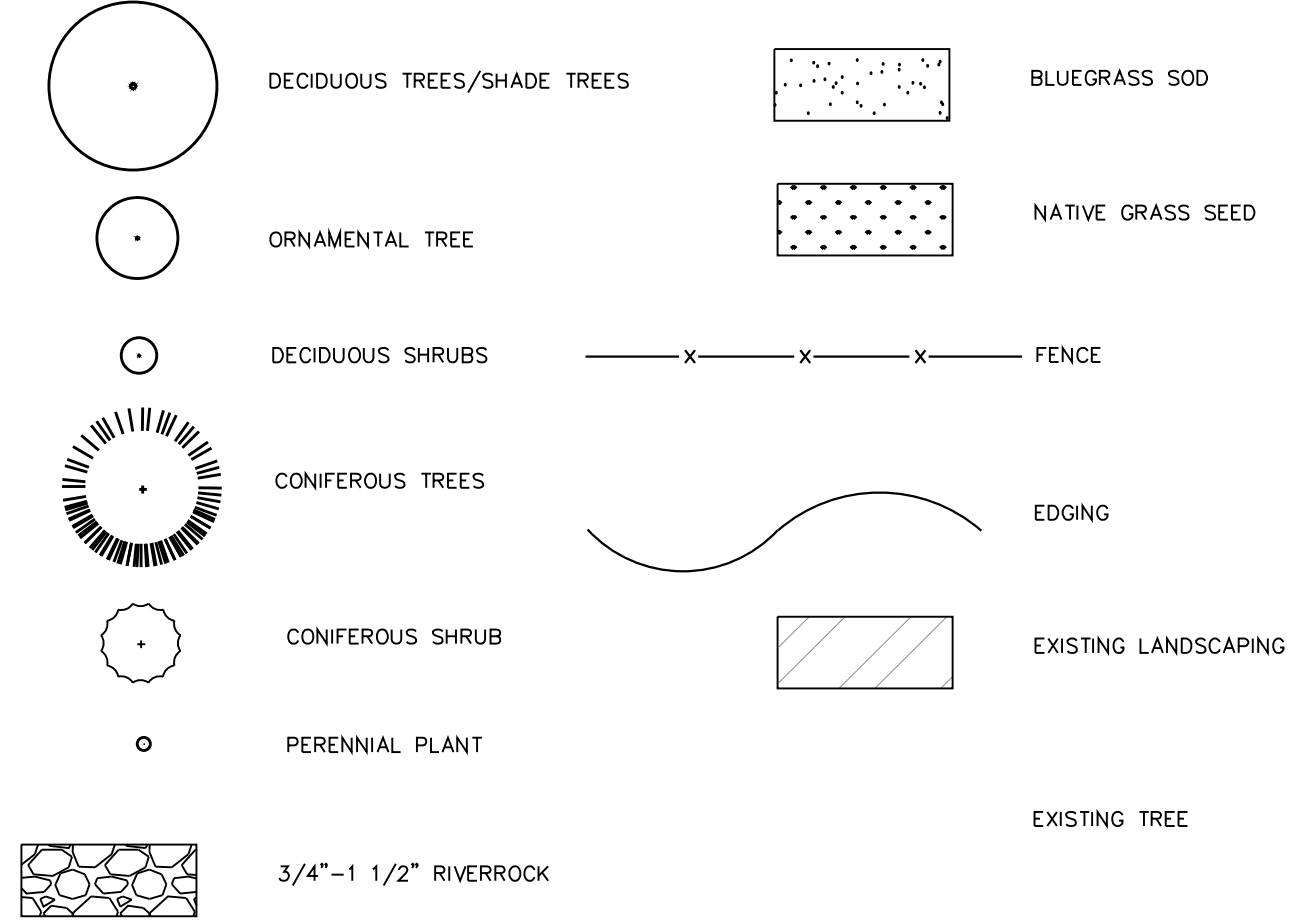
C SHRUB PLANTING
NOT TO SCALE

PROPOSED PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES	ADBL	GROWTH HEIGHT	QTY.
DECIDUOUS TREES							
QM	Quercus Macrocarpa	Burr Oak	2" cal	B+B	H	40'	4
GTK	Gleditsia triacanthos inermis 'Skyline'	Skyline Honeylocust	2" cal	B+B	H	40'	3
CO	Celtis occidentalis	Western Hackberry	2" cal	B+B	H	40'	3
GD	Gymnocladus dioicus	Kentucky Coffee Tree	2" cal	B+B	H	40'	2
ORNAMENTAL TREES							
MSS	Malus 'Spring Snow'	Spring Snow Crabapple	1.5" cal	B+B	L	15'	5
PCA	Pyrus calleryana 'Autumn Blaze'	Autumn Blaze Pear	1.5" cal	B+B	L	25'	4
EVERGREEN TREES							
PPG	Picea pungens glauca	Colorado Blue Spruce	6" ht.	B+B	L	40'	2
PN	Pinus nigra	Austrian Pine	6" ht.	B+B	L	40'	2
JV	Juniperus scopulorum	Rocky Mountain Juniper	6" ht.	B+B	L	30'	3
EVERGREEN SHRUBS							
JHBC	Juniperus Horizontalis 'Blue Chip'	Blue Chip Juniper	5 gal.	5' o.c.	3'	11	
JPGM	Juniperus procumbens 'Green Mound'	Green Mound Juniper	5 gal.	3' o.c.	3'	18	
DECIDUOUS SHRUBS							
EAC	Euonymus alatus 'Compactus'	Dwarf Burning Bush	5 gal.	5' o.c.	6'	10	
AxC	Arctostaphylos x coloradoensis	Panchito Manzanita	5 gal.	4' o.c.	6'	15	
PFJ	Potentilla fruticosa 'Jackman'	Jackman Potentilla	5 gal.	3' o.c.	4'	21	
CAA	Cornus alba 'Argenteomarginata'	Variegated Dogwood	5 gal.	5' o.c.	6'	13	
SV	Syringa vulgaris	Albert Holden Lilac	5 gal.	8' o.c.	6'	6	
SJP	Spiraea japonica 'Little Princess'	Little Princess Spirea	5 gal.	4' o.c.	3'	6	
PERENNIALS AND ORNAMENTAL GRASSES							
KA	Calamagrostis x acutiflora 'Karl Forester'	Karl Forester Grass	1 gal.	18" o.c.	5'	6	
FOG	Festuca ovina glauca	Blue Fescue	1 gal.	12" o.c.	12"	17	
HHR	Hemerocallis 'Happy Returns'	Dwarf Yellow Day Lily	1 gal.	18" o.c.	2'	18	
MSG	Myiscanthus sinensis 'Gracilimus'	Gracilimus Grass	2 gal.	4' o.c.	4'	7	

NOTE: PLANT LIST DOES NOT INCLUDE EXISTING PLANTINGS ALONG CANDELAS PKWY

LANDSCAPE LEGEND



NATIVE GRASS:

PBSI Foothills Native Mix
Ingredients: Switchgrass, Rocky Mountain Fescue, Big Bluestem, Sandberg Bluegrass, Slender Wheatgrass, Thickspike/Streambank/Western Wheatgrass, Yellow Indiangrass, Blue Grama, Beardless Wheatgrass, Indian Ricegrass, Little Bluestem, Sand Dropseed, Sideoats Grama
Seeding Rate: 25 lbs/Acre to be used between October 15th and March 30th
Pawnee Buttes Seed, Inc.
605 25th St.
Greeley, Colorado
(970) 356-7002

980 Norway Maple Drive
Loveland, Colorado 80538

Mobile (970)988-5301
Email: rmmolloy@msn.com

GENERAL LANDSCAPE NOTES

- All living plants shall be maintained in a live and healthy state. Dead or unhealthy plants shall be immediately replaced with the size and type of plants required on the site development plan.
 - Scheduled sizes stated represent minimum caliper and height. Sizes provided may exceed minimum required, but in no event shall smaller plant material sizes be
 - Plant material shall be in accordance with ANA specifications for #1 grade.
 - The developer shall ensure that the landscape plan is coordinated with the plans done by other consultants so that the proposed grading, storm drainage, or other construction does not preclude installation and maintenance of landscape elements on this plan.
 - Landscape areas, unless otherwise noted shall be irrigated with an automatic underground irrigation system.
Irrigation, include:
 - A rain sensor with automatic shut-off of the system during periods of high moisture;
 - A drip, sub-surface, bubbler or low volume irrigation system for all planting strips less than 8' wide and all planting beds involving trees, shrubs, perennials and groundcover; and
 - An irrigation clock which allows programming to meet the differential needs of the specified planting plan.
 - No shrubs shall be planted within five feet (5') radius or trees within ten feet (10') of water meters, fire hydrants, or sanitary sewer manholes.
 - Existing permanent landscape disturbed or damaged by construction shall be restored to its original condition, prior to final acceptance.
 - Areas designated "turf" shall be sodded with a bluegrass blended sod, installed on a prepared soil subgrade.
 - Soil amendments (including organic matter and fertilizers) that are appropriate for the intended plant materials, design of the site and soil conditions should be selected and used Soil should be tilled and amendments incorporated to a minimum depth of 6 inches. The following schedule specifies the minimum solid amendment requirements per 1000 square feet of landscape area:
 - Bluegrass and High-Water Plantings: 3 cubic yards
 - Shrubs, Perennials and Moderate to Low-Water Plantings: 3 cubic yards
 - Xeric and Very Low-Water Plantings (ie. Native Mixes): 2 cubic yard or comparable treatment
 - Rock and Bark mulch shall consist of 3" of material laid over stabilized weed barrier except in detention pond area
 - The Property Owner will be responsible for the maintenance and upkeep of all landscaping on site and within the abutting rights-of-way.
 - Roll top edging shall be used between irrigated turf and mulch areas
 - Developer shall be responsible for all on-site landscaping.
 - Developer shall be responsible for providing irrigation for all landscaping.
 - No tree canopy or structures within 2' of meter pits (or 3' above)
 - Trees are to be a minimum pf 10' from all wet utilities.
 - A 3' clear space shall be maintained around all fire hydrants and no obstructed.
 - Trees within this development, when fully mature, shall provide an unobstructed verticle clearance of 13 feet 6 inches.
- Site shall be landscaped prior to issuance of a final Certificate of Occupancy (CO) during the growing season of April 1st to October 1st, at all other times the individual sites shall be landscaped within 45 (forty-five) days of the start of the following growing season.

Landscape Maintenance

All plants shall be maintained continually in a healthy condition in accordance with generally accepted professional horticultural standards and practices. Plants that die or are unhealthy shall be replaced according to the approved landscape plan.

Regular pruning and trimming shall be performed to maintain health and an attractive appearance and to permit the plants to achieve their intended form and height.

All landscape areas shall be kept free of weeds, litter and trash and all irrigation systems shall be properly maintained.

All landscape areas shall be irrigated with underground automatic irrigation system. Trees, shrubs, and decorative grasses will be irrigated by a separate zone from sod/grass; this includes trees planted in sod/grass area. The irrigation system is to have a rain sensor shut-off installed.

Landscaping that lies within site triangles shall not grow to be over 2'-6" in height. Trees within site triangle must be limbed up at least 8'.

Trees and landscaping within developments, when fully mature, shall provide an unobstructed vertical clearance of 13'- 6" and provide the minimum unobstructed fire apparatus access road width as required based on the height of the building.

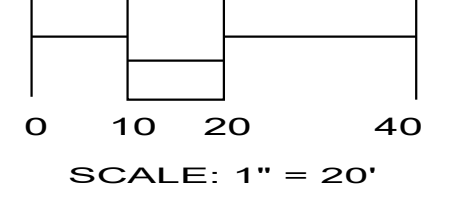
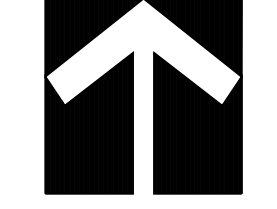
Trees shall not be planted closer than 10 feet to any sewer or water line, meters, and vaults. Tree planting shall be coordinated with Xcel Energy. Locations of all utilities shall be verified in the field prior to planting.

PLANT REQUIREMENTS

MINIMUM SITE LANDSCAPE CALCULATIONS (Landscape Area: 21,531 sf)		
DESCRIPTION	REQUIRED	PROVIDED
TREES 1lg or 2 sml/3,000 sq ft	7 lg or 14 sm	7 Evergreen 9 Ornamental 12 Shade (7 Existing)
SHRUBS 1/600 sq ft	36	94 Shrubs 34 Perennials
MAX. IRRIGATED TURF = 50%	10,766 sq ft max.	2,227 sf *Does not include existing turf areas. Landscaping Only
EVERGREEN TREES	25% - 50%	9 Evergreen/25 trees 36%
STREET TREES 40' Spacing @ 260'	6.5	6
OPEN SPACE	10% 2,153 sq ft	74% 16,106 sq ft

MINIMUM STANDARDS

TYPE BASE STANDARD (PLANTS PER 40' LINEAR FEET)	REQUIRED Type A	PROVIDED
3 TREES/100 lf 293/100*5=	8	4 Evergreen 3 Ornamental 7 Shade (Existing)
20 SHRUBS/100 lf 293/100*20=	59	34 Shrubs 34 Perennials
20% EVERGREEN	2	4
MINIMUM WIDTH	20'	VARIES BETWEEN 25' - 90'



ENGINEERING & SURVEYING
541 E. Garden Drive, Unit N Windsor, CO 80550
T (970) 663-4552 W ridgetopeng.com

PROJECT TITLE

ARVADA KIDDIE ACADEMY

SE CORNER OF CANDELAS PKWAY & HWY 72

PREPARED FOR

PREPARED FOR

ADDRESS

SUBMITTAL

CONSTRUCTION DRAWINGS

DRAWN BY:

CHECKED BY: MRB

PROJECT NO.: ---

REVISIONS

DATE

12/09/2022

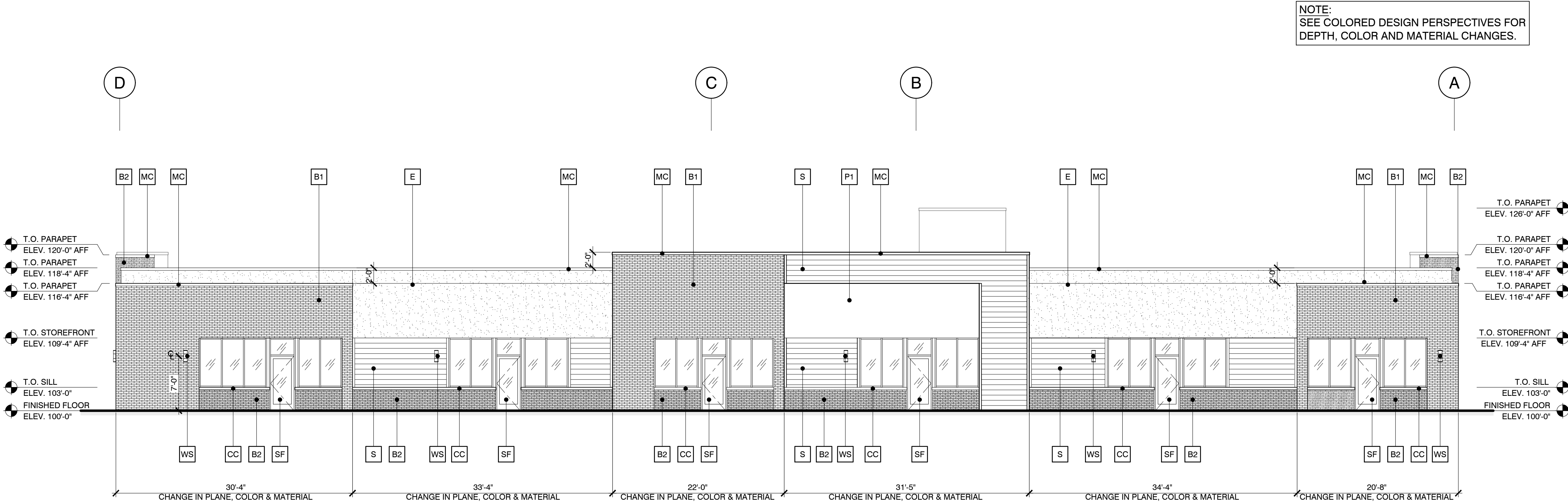
SHEET TITLE

LANDSCAPE PLAN

SHEET INFORMATION

LS 1.0

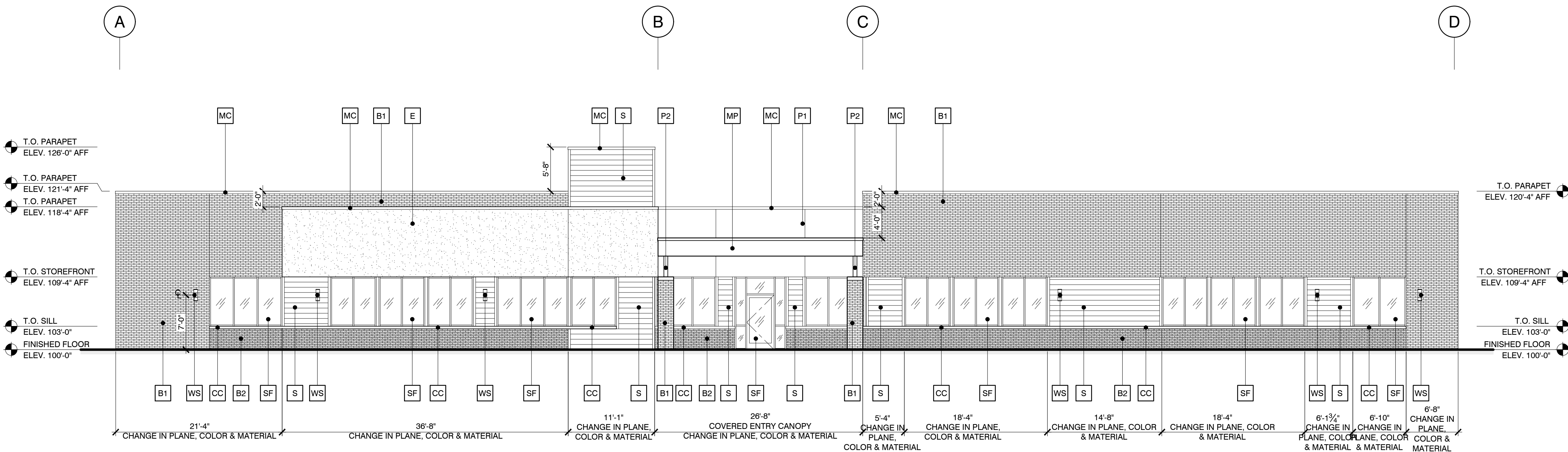
4 of 7



WEST ELEVATION

SCALE
1/8" = 1' - 0"

2



EAST ELEVATION

SCALE
1/8" = 1' - 0"

1

MATERIAL KEY NOTES:

	DESCRIPTION	MANUF./COLOR
B1	BRICK	INTERSTATE BRICK "PEWTER"
B2	BRICK	INTERSTATE BRICK "IRONSTONE"
CC	PRECAST CONCRETE CAP	DAVIS COLORS "LIGHT GRAY"
E	EIFS STUCCO SYSTEM SAND PEBBLE FINISH	SHERWIN-WILLIAMS "USEFUL GRAY" - SW 7050
MC	PREFINISHED METAL CAP	BERRIDGE "CITSCAPE"
P1	PAINT	TO BE DETERMINED
P2	PAINT	SHERWIN-WILLIAMS "WEB GRAY" - SW 7075
S	SIDING	WOODTONE LAP SIDING "ROASTED WALNUT"; TRIM "BARK"
SF	ALUMINUM STOREFRONT SYSTEM OR WINDOW	KAWNEER ANODIZED DARK BRONZE
WS	WALL SCONCE	VISA LIGHTING 36" "OW1335"
BL	EXTERIOR BOX LIGHT	LUMARK "LD-WP-FC-4A-120V"
MP	METAL WALL PANEL	BERRIDGE FLUSH PANEL, "CHARCOAL GRAY"

TRANSPARENCY TABLE:

ELEVATION	%
EAST	20%
WEST	20%
NORTH	6%
SOUTH	20%

ELEVATION NOTES:

- SEE COLORED DESIGN PERSPECTIVES FOR DEPTH, COLOR AND MATERIAL CHANGES.
- ROOFTOP MECHANICAL EQUIPMENT AND APPURTENANCES SHOULD ALL BE SCREENED FROM A PUBLIC STREET THROUGH THE USE OF PARAPETS OR ENCLOSURES THAT ARE EQUAL TO, OR GREATER THAN, THE HEIGHT OF THE EQUIPMENT TO BE SCREENED. THE PARAPET OR ENCLOSURE SHALL USE ONE OF THE PREDOMINANT MATERIALS OR COLORS USED ON THE PRIMARY FACADE OF THE BUILDING.
- ALL AIR CONDITIONING COMPRESSORS SHALL BE COMPLETELY SCREENED. IF A SCREENING ENCLOSURE IS USED, IT SHALL UTILIZE AT LEAST ONE OF THE PREDOMINANT MATERIALS USED ON THE FACADE OF THE PRIMARY STRUCTURE, WHERE FEASIBLE, AND ONE OF THE PREDOMINANT COLORS USED ON THE PRIMARY STRUCTURE.
- ALL ROOFTOP AND WALL VENTS AND FLUES ON A PITCHED ROOF OR EXTENDING ABOVE THE TOP OF THE NEAREST PARAPET SHALL BE PAINTED WITH ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.
- WALL-MOUNTED UTILITY EQUIPMENT AND METERS SHALL BE SCREENED FROM VIEW FROM A PUBLIC STREET AND SHALL BE PAINTED A COLOR TO BLEND WITH THE BUILDING FACADE.

LOGO

RIDGE TOP
ENGINEERING & SURVEYING
541 E. Garden Drive, Windsor, CO 80550
T (970) 663-4662
W ridgetopeng.com

SEAL

PROJECT TITLE

PREPARED FOR

SUBMITTAL

CONSTRUCTION DRAWINGS

DRAWN BY:

CHECKED BY:

PROJECT NO.:

REVISIONS

DATE

12/09/2022

SHEET TITLE

BUILDING ELEVATIONS

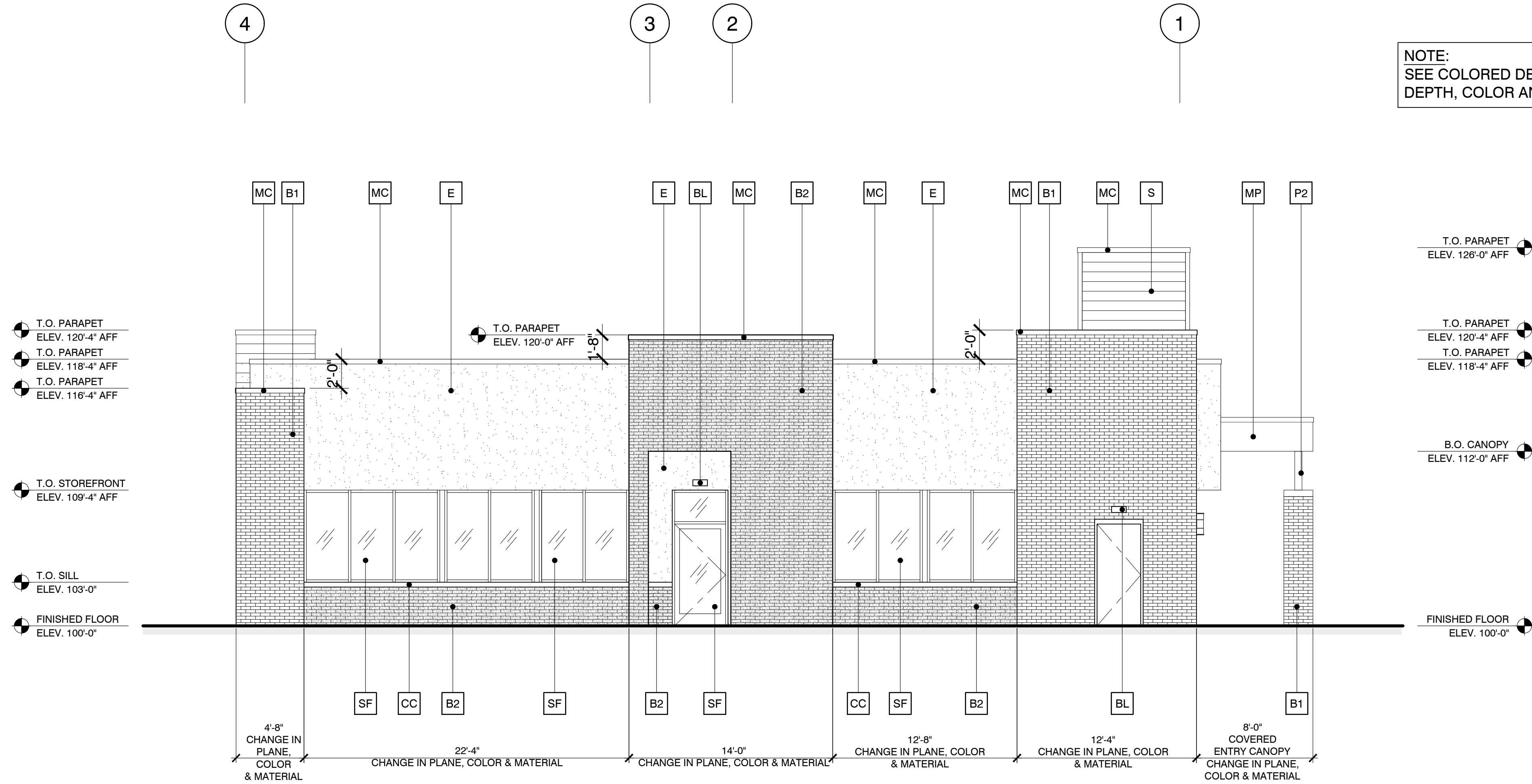
SHEET INFORMATION

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5 of 7

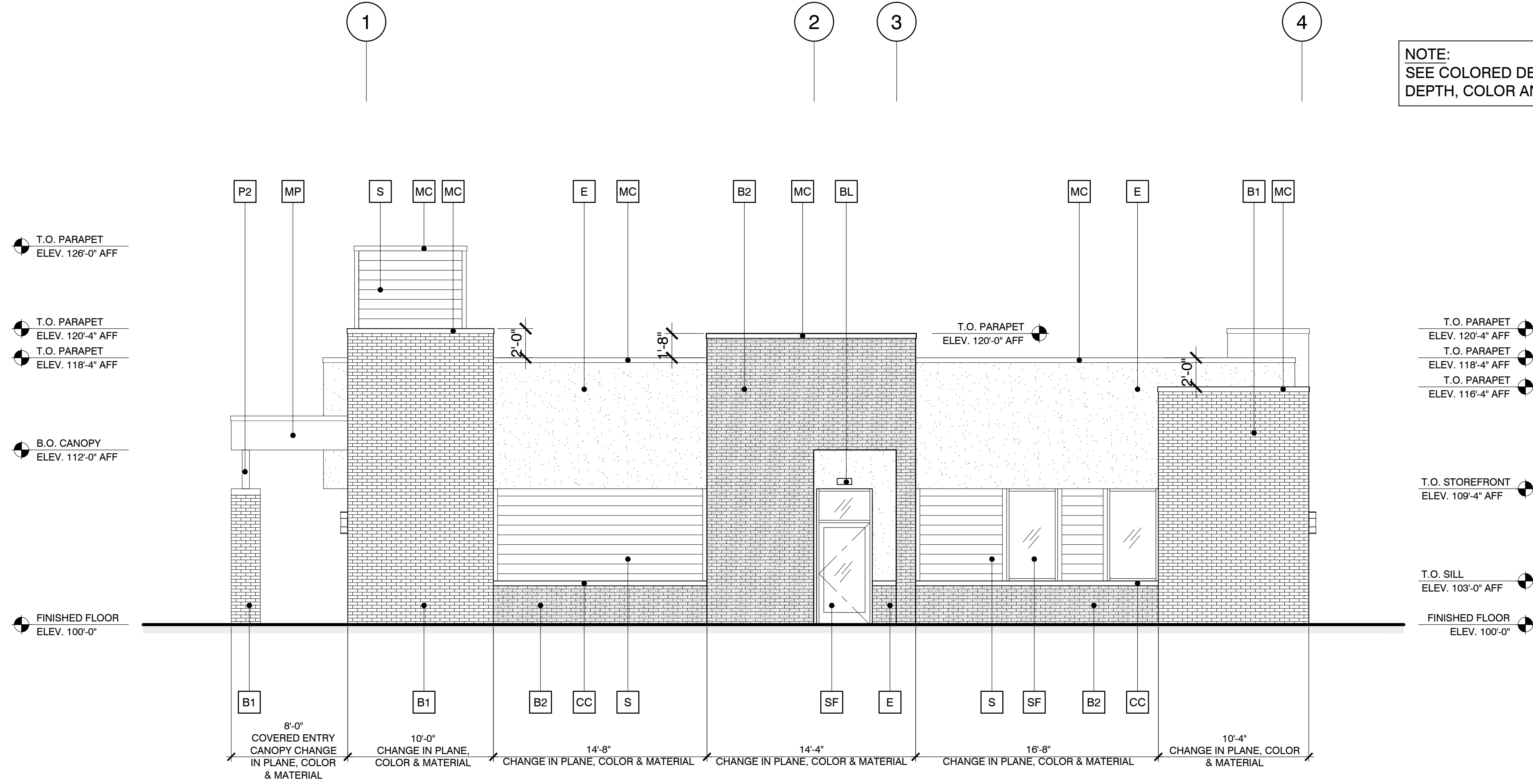


Know what's below.
Call before you dig.



SOUTH ELEVATION

SCALE	2
3/16" = 1' - 0"	



NORTH ELEVATION

SCALE	1
3/16" = 1' - 0"	

MATERIAL KEY NOTES:

	DESCRIPTION	MANUF./COLOR
B1	BRICK	INTERSTATE BRICK "PEWTER"
B2	BRICK	INTERSTATE BRICK "IRONSTONE"
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LOGO

541 E. Garden Drive,
Unit N
Windsor, CO 80550

T (970) 663-4562
W ridgepeng.com

SEAL

PROJECT TITLE

PREPARED FOR

SUBMITTAL

CONSTRUCTION DRAWINGS

DRAWN BY:

CHECKED BY:

PROJECT NO.:

REVISIONS

DATE

12/09/2022

SHEET TITLE

BUILDING ELEVATIONS

SHEET INFORMATION

A-2.0

6

Of

7

VIEW - EAST



Kiddie Academy
11,000 SF Concept
Arvada, Colorado

CONCEPT-A rev. 1
12/08/2022



VIEW - WEST



Kiddie Academy
11,000 SF Concept
Arvada, Colorado

CONCEPT-A rev. 1
12/08/2022





REPORT TO CITY COUNCIL PUBLIC HEARING

**AGENDA ITEM
10.A.**

TO: THE HONORABLE CITY COUNCIL

DATE: May 15, 2023

SUBJECT: CB23-010, An Ordinance Repealing and Reenacting Article XIII, National Electric Code, Section 18-570, Adopted, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code Through the Adoption, by Reference, of the 2023 National Electrical Code, and the Adoption of Penalties for Violations Thereof (Ordinance No. 4843) (Presenter: Ryan Stachelski, Director of Community & Economic Development)

Report in Brief

PRESENTER: Ryan Stachelski, Director of Community & Economic Development

Periodically, the City updates its Building Code regulations by amending and adopting the most recent version of the International Codes and National Electrical Code. The proposed Ordinance would adopt the 2023 version of the National Electrical Code.

The Arvada team recommends that City Council approves the Ordinance Repealing and Reenacting Article XIII, National Electric Code Section 18-570, Adopted, of Chapter 18, Building and Building Regulations, of the Arvada City Code Through the Adoption, by Reference, of the 2023 National Electrical Code, and the Adoption of Penalties for Violations Thereof.

Financial Impact

There is no financial impact to the City.

Background

Updated model building codes are published by the International Code Council (building and fire codes) and National Fire Protection Association (electrical code) every three years. These codes are widely adopted by jurisdictions around the country and in various other countries around the world and they provide the foundation and guidelines for creating a safe, built environment. Typically, the City of Arvada has adopted the newest version of these codes, with local amendments, every three or six years which is the best practice for ensuring the most recent safety provisions and recent innovations in material science and construction methods are utilized.

Discussion

With the adoption of the 2023 NEC the City will remain in compliance with State mandated adoption requirements. This revised ordinance replaces the City's automatic adoption of the NEC and will allow the flexibility to adopt the NEC on a timeline that fits the City of Arvada needs.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

SUBJECT: CB23-010, An Ordinance Repealing and Reenacting Article XIII, National Electric Code, Section 18-570, Adopted, of Chapter 18, Buildings and Building Regulations, of the Arvada City Code Through the Adoption, by Reference, of the 2023 National Electrical Code, and the Adoption of Penalties for Violations Thereof (Ordinance No. 4843) (Presenter: Ryan Stachelski, Director of Community & Economic Development)

PAGE: 2
ITEM: 10.A.

Strategic Alignment

The proposed Ordinance is in alignment with the Building Division mission, outlined in the CED Strategic Business Plan, to provide safe, code compliant, energy efficient buildings to our customers and community. The CED Strategic Business Plan aligns with the City Council Strategic Plan, Community and Economic Development Priority Area. The proposed ordinances supports the following Principle:

Maintains and protects the health, safety, and welfare of the public by ensuring safe buildings in the community, while providing excellent customer service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-010, An Ordinance repealing and reenacting Article XIII, National Electric Code, section 18-570, adopted, of chapter 18, buildings and building regulations, of the Arvada City Code through the adoption, by reference, of the 2023 National Electrical Code, and the adoption of penalties for violations thereof.

Suggested Motion:

I move that CB23-010, An Ordinance repealing and reenacting Article XIII, National Electric Code, section 18-570, adopted, of chapter 18, buildings and building regulations, of the Arvada City Code through the adoption, by reference, of the 2023 National Electrical Code, and the adoption of penalties for violations thereof, be (approved on final reading, numbered 4843 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Emily Grogg, Senior Assistant City Attorney	5/1/2023
Rachel Morris, City Attorney	5/2/2023
Linda Haley, Deputy City Manager	5/2/2023
Lorie Gillis, City Manager	5/3/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB23-010
ORDINANCE NO. 4843

AN ORDINANCE REPEALING AND REENACTING ARTICLE XIII, NATIONAL ELECTRIC CODE, SECTION 18-570, ADOPTED, OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE ARVADA CITY CODE THROUGH THE ADOPTION, BY REFERENCE, OF THE 2023 NATIONAL ELECTRICAL CODE, AND THE ADOPTION OF PENALTIES FOR VIOLATIONS THEREOF

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

Section 1. Chapter 18, Article XIII, of the Arvada City Code is hereby repealed as set forth above and enacted to read as follows:

“ARTICLE XIII. NATIONAL ELECTRICAL CODE

Sec. 18-570. Adopted.

Pursuant to C.R.S. § 31-16-101 et seq. and the Arvada City Charter, the National Electrical Code, 2023 Edition, including Annexes A through K, published by the National Fire Protection Association, is hereby adopted by reference and incorporated into the Arvada City Code. The 2023 National Electrical Code shall be known as the “N.E.C.” or the “electrical code,” and may be cited and referred to as such. Any reference in any of the technical codes to the International Code Council Electrical Code shall be to the most nearly equivalent of the 2023 National Electrical Code, or any successor electrical code adopted by Arvada.”

The remaining portions of Chapter 18 shall remain unchanged.

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 of constitutionality of the remaining portions of this ordinance. The City Council declares 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 take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 1st day of May, 2023.

PASSED, ADOPTED, AND APPROVED this 15th day of May, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: May 4, 2023
 May 18, 2023

REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikethrough~~ indicates deleted material

ARTICLE XIII. NATIONAL ELECTRICAL CODE

Sec. 18-570. Adopted.

Pursuant to C.R.S. § 31-16-101 *et seq.* and the Arvada City Charter, the National Electrical Code, ~~as currently adopted by the State of Colorado or as is from time to time modified, re-enacted or re-adopted by the State of Colorado is hereby adopted as the electrical code of the City of Arvada.~~ 2023 Edition, including Annexes A through K, published by the National Fire Protection Association, is hereby adopted by reference and incorporated into the Arvada City Code. The 2023 National Electrical Code shall be known as the “N.E.C.” or the “electrical code,” and may be cited and referred to as such. Any reference in any of the technical codes to the International Code Council Electrical Code shall be to the most nearly equivalent of the 2023 National Electrical Code, or any successor electrical code adopted by Arvada.”



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: May 15, 2023

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:
Chris Koch, CCO Admin

Marc Williams	Arvada Municipal Court/Judicial Committee Arvada City Attorney Committee 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
Bob Fifer	Adams County Regional Economic Partnership (ACREP) Apex Coordinating Committee Arvada City Attorney Committee Arvada Transportation Committee Denver Regional Council of Governments (Alternate) Jefferson County R-1 Schools Coordinating Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Smart City Advisory Committee
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 Regional Economic Partnership (ACREP) (alternate) Apex Coordinating Committee Arvada Economic Development Association Board Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee Arvada Visitors Center Committee (alternate) CML Policy Committee Olde Town Business Improvement (BID) District Rocky Mountain Metropolitan Airport Community Noise Roundtable
Randy Moorman	Arvada Audit Committee Arvada Sustainability Advisory Committee CML Policy Committee Rocky Flats Stewardship Council
Lauren Simpson	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee Olde Town Business Improvement (BID) District (alternate)
Lisa Smith	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments Jefferson County Community Corrections Board (alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate) Smart City Advisory Committee

*asterisked committees are not appointed by Council

Council Member	Committee
Marc Williams	Arvada Municipal Court/Judicial Committee Arvada City Attorney Committee 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
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*Asterisked committees are not appointed by Council

City Clerk Team Drive: Council appointed committees



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 15, 2023

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, Lorie Gillis, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney 5/2/2023

Lorie Gillis, City Manager 5/3/2023

Enclosure, exhibits & attachments required to support the report

2023 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Legislation Debrief	May 22	CMO
Prop 123 In November, 2022 voters in Colorado approved Proposition 123, which created a dedicated funding pool at the State for affordable housing. Municipalities, developers, and local nonprofits can apply. In order to have access to these funds the City of Arvada needs to determine if we want to "opt in" by November 1st, 2023. If the City of Arvada opts in then the City would be committing to increase its affordable housing stock by 3% per year over the next 3 years. Additionally, this City needs to commit to a 90 approval period for affordable housing projects prior to November 1st, 2026. Next Steps: Based on City Council direction, determine if the City will "opt in" to the Prop 123 program before November 1st, 2023.	May 22	CED
Bond Project Update Public Works will provide the City Council with an update on the bond projects for streets and utilities. There are two street projects. The first project is Ralston Road Phase 2 (Yukon Street to Garrison Street). The second project is W. 72nd Avenue (Swadley Court to Kipling Street). The utility bonds were issued in December 2022 and an update on the spending plan for each fund will be presented.	June 12	PW
Budget Presentation to Council – 10-year models	June 12	Fin
Budget Presentation to Council – 10-year CIP	June 12	Fin
Smart Meters Update	July 24	Utilities
	Aug 14	
	Aug 28	
Water, Sewer, Stormwater Rates and Fees@ Business Meeting	Sept 18	Utilities
Bond Project Update Public Works will provide the City Council with an update on the bond projects for streets and utilities. There are two street projects. The first project is Ralston Road Phase 2 (Yukon Street to Garrison Street). The second project is W. 72nd Avenue (Swadley Court to Kipling Street). The utility bonds were issued in December 2022 and an update on the spending plan for each fund will be presented.	Sept 25	PW
Budget Workshop – Work System Changes	Sept 25	Fin
Regional Homelessness The City Manager's Office will update the Council on the progress of the City's immediate and intermediate goals, as well as to update the Council regarding the Jefferson County regional efforts of the homelessness strategy.	Aug 28	CMO
Water Infrastructure for Fire Protection	Oct 9	Utilities
Budget Workshop – Pay Plan	Oct 9	Fin
Bond Project Update Public Works will provide the City Council with an update on the bond projects for streets and utilities. There are two street projects. The first project is Ralston Road Phase 2 (Yukon Street to Garrison Street). The second project is W. 72nd Avenue (Swadley Court to Kipling Street). The utility bonds were issued in December 2022 and an update on the spending plan for each fund will be presented.	Dec 11	PW
Infrastructure Annual Report	Dec 11	Utilities/PW
2024		
Sustainability	Jan 22	
Athletic Field Programming	Jan 22	VCN
PRESENTATIONS		
STUDY SESSIONS		

BID and Chamber funding	TBD	
WORKSHOP TBD's		
Budget and Fiscal Policy Update	TBD	Fin
Pavement Programs	TBD	
Financial resiliency recommendations Provide City Council an update on the OSE's SR9: By 12/2024 based on long-term financial projections and updated master plans, develop financial resiliency recommendations to ensure adequate and ongoing investment in city infrastructure and core services. This workshop will present the summary of long range unfunded needs by work systems. Next Steps will be [M9B] By 12/2023 develop a city-wide consolidated level of service summary. [M9C] By 12/2023 prepare an exhaustive list of funding source opportunities for closing identified infrastructure and core service funding gaps.	TBD	Fin
Fleet Electrification	TBD	Utilities
Council Retreat Update	TBD	CMO
Pre-Sentencing/One Small Step	TBD	Courts
Meyers Pool Provide City Council an update on the VCN's SR3: By 12/2025 develop a maintenance and reinvestment plan to ensure a sustainable, resilient and beautiful community of parks, trails, open space and medians in alignment with our diverse, changing and growing community and VCN's SR3 Milestone [M3H] By 7/2024 replace Meyer's Pool with a new 50 meter natatorium.	TBD	CMO
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 co-locate opportunities, IGA member updates, and connections to current assets (city buildings, traffic, signals, utilities, radio, etc.).	TBD	PW
Problem Properties	TBD	P.D.
Activation of Historical Assets	TBD	VCN
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO
COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board—Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat		