

City of Arvada

City Council Agenda

JUNE 17, 2024

CITY COUNCIL CHAMBERS

Regular Business

Councilmembers:

Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Lisa Feret, At large
Bob Fifer, District 4
John Marriott, District 3

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
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
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 Feret
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. June 3, 2024 City Council Meeting
5. Recognitions and Communications
 - A. Recognition of Angelica Daughtry, Recipient of Adams County Mayors and Commissioners Youth Awards - Presented by Councilmember Fifer
 - B. Proclamation for Juneteenth 2024 - 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. R24-062, A Resolution Approving an Agreement by and between the City of Arvada and Canyon Pines Metropolitan District for the Grant of a Revocable Encroachment License to Accommodate Retaining Walls for a Gas Regulator, Approximately Located at 2 Canyon Pines Drive within Public Right of Way

2. R24-063, A Resolution Authorizing Amendment No. 1 to “An Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Zone 5 Water Storage Tank Design” to Expand the Scope of Services to Include Construction Phase Services and Increase the Contract Amount from \$372,676.00 to An Amount Not to Exceed \$958,749.00

B. Resolutions

1. R24-064, A Resolution Authorizing the First Amendment to the Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway (Presenter: Melanie Walter, Floodplain Administrator)
2. R24-065, A Resolution Authorizing An Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Hidden Lake Drainageway at Arvada Center (Presenter: Melanie Walter, Floodplain Administrator)
3. R24-066, A Resolution Adopting the Amended Fee Schedule for the Waste Hauling Program Pursuant to Chapter 90, Solid Waste, of the Arvada City Code, and Authorizing the Second Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” Thereby Increasing Waste Services Fees (Presenter: Sharon Israel, Director of Utilities)
4. R24-067, A Resolution Authorizing Acceptance of an Intergovernmental Agreement Between the City of Arvada and the Arvada Fire Protection District for the Placement and Operation of a Remote Automated Weather Station Near 7688 CO-93, Golden, CO 80401 Also Known as the Arvada Associated Modelers Airpark (Presenter: Laura Hemler, Assistant City Attorney II)

C. Ordinances (First Reading) - None

9. Other

- A. Appointment to Arvada Arts and Culture Commission

10. Public Hearings - 6:15 PM - None

11. Workshops

- A. Park Naming Proposal — Arvada Park Advisory Committee
- B. 10-Year Model Update
- C. 10-Year CIP Model Update

12. Public Comment - Five Minute Limit

13. Reports from City Council

- A. Council Committee Reports

14. Reports from City Manager

- A. Review of Future Workshops and Presentations

15. Reports from City Attorney

16. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD JUNE 3, 2024

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

This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Simpson, Councilmember Davis, Councilmember Feret, Councilmember Fifer, Councilmember Marriott were all present in chambers. Councilmember Ambrose was on Zoom. Members of the public were given notice with instructions on how to participate with public comment.

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor Lauren Simpson, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember Feret, Councilmember Bob Fifer, Councilmember John Marriott.

Councilmember Fifer moved to Mayor Pro Tem Moorman from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Ambrose, Davis, Feret, Fifer, Marriott

Those Absent: Moorman

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; Jessica Garner, Director of Community and Economic Development; Rachael Kuroiwa, Director of Communications and Engagement, and Kristen Rush, City Clerk.

4. Approval of Minutes – May 20, 2024

The minutes stand approved.

5. Recognition and Communication –

A. Proclamation for National Gun Violence Awareness Day - Presented by Councilmember Davis

Councilmember Davis read that proclamation and said that City Council proclaims June 7, 2024, as National Gun Violence Awareness Day. Teenagers from Arvada West and surrounding schools, representing Team Enough, were present to accept the Proclamation.

B. Proclamation for the 80th Anniversary of D-Day - Presented by Councilmember Feret

Councilmember Feret read the proclamation and said that the City Council recognizes June 6th as a day to acknowledge all World War II veterans.

6. Presentations – None
7. Public Comment –
 - A. Alex Williams, Representing the Arvada Parks Advisory Committee, addressed council regarding a recommendation on grass in parks.
 - B. Randall Cogswell, Arvada resident, addressed council regarding block grants to Mission Arvada.
 - C. Ed Yevak, Arvada resident, addressed council regarding the Kilmer RV Project.
8. New Business
 - A. Consent Agenda
 1. R24-059 A Resolution Authorizing Change Order No. 2 to the Construction Management Agreement For Pre-Construction & Construction Services for the Meyer's Pool Replacement Project
 2. R24-060 A Resolution Authorizing Change Order No. 6 to An Agreement by and between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road - Yukon Street to Garrison Street in an amount not to exceed \$866,646.61 for a revised total contract amount not to exceed \$18,590,691.96

Councilmember Feret moved that R24-059, A Resolution Authorizing Change Order No. 2 to the Construction Management Agreement For Pre-Construction & Construction Services for the Meyer's Pool Replacement Project; R24-060, A Resolution Authorizing Change Order No. 6 to An Agreement by and between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road - Yukon Street to Garrison Street in an amount not to exceed \$866,646.61 for a revised total contract amount not to exceed \$18,590,691.96, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Ambrose, Davis, Feret, Fifer, Marriott

Those Absent: Moorman

The Motion was Approved.

- B. Resolutions –
 1. R24-061 A Resolution Authorizing a First Amendment to Intergovernmental Agreement to Establish the Jefferson County Regional Crime Laboratory

Aaron Jacks, Senior Assistant City Attorney, reviewed this resolution with council.

Councilmember Feret moved that R24-061, A Resolution Authorizing a First Amendment to Intergovernmental Agreement to Establish the Jefferson County Regional Crime Laboratory, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Ambrose, Davis, Feret, Fifer, Marriott

Those Absent: Moorman

The Motion was Approved.

C. Ordinances (First Reading) – None

9. Other –

- A. Ratification and Approval of CP2024-0001 a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended

Rob Smetana, Manager of City Planning and Development, reviewed this resolution with council.

Councilmember Feret moved that CP2024-0001, a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended, be ratified and approved. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Ambrose, Davis, Feret, Fifer, Marriott

Those Absent: Moorman

The Motion was Approved..

B. Appointment to Park Advisory Committee

Councilmember Fifer moved reappoint Kristin Memmott to a 3-year term ending April 30, 2027.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Ambrose, Davis, Feret, Fifer, Marriott

Those Absent: Moorman

The Motion was Approved..

10. Public Hearings –

- A. Four (4) Major Modifications for Indian Tree Golf Course Cart Barn, a 0.7 acre parcel of land generally located 7555 Wadsworth Blvd. (Presenter: Rob Smetana, Manager of City Planning and Development)
1. A Major Modification from Subsection 5-1-2-3.B of the Land Development Code related to primary buildings being designed to avoid a monolithic appearance when viewed from the street, for the building generally located at 7555 Wadsworth Blvd.
 2. A Major Modification from the Land Development Code subsection 5-1-2-3(C)(6)(b), related to facades facing streets, parks, or open space, having a minimum of 20 percent of the facade be windows, for the building generally located at 7555 Wadsworth Blvd
 3. A Major Modification from the Land Development Code subsection 5-1-2-3(C)(8)(c), related to the maximum length of a continuous roof ridgeline being 35 feet, for the building generally located at 7555 Wadsworth Blvd.
 4. A Major Modification from the Land Development Code subsection 5-1-2-3(C)(8)(d), related to pitched roofs having a minimum eave overhang of at least one-foot, for the building generally located at 7555 Wadsworth Blvd.

Mayor Simpson opened the public hearings for four Major Modifications for Indian Tree Golf Course Cart Barn.

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

Sworn Testimony: Joe Tobias, representing applicant

Councilmember Fifer moved that a Major Modification from Subsection 5-1-2-3.B of the Land Development Code related to primary buildings being designed to avoid a monolithic appearance when viewed from the street, for the building generally located at 7555 Wadsworth Blvd., be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Ambrose, Davis, Feret, Fifer, Marriott

Those Absent: Moorman

The Motion was Approved.

Councilmember Fifer moved that a Major Modification from the Land Development Code subsection 5-1-2-3(C)(6)(b), related to facades facing streets, parks, or open space, having a minimum of 20 percent of the facade be windows, for the building generally located at 7555 Wadsworth Blvd, be approved. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Ambrose, Davis, Feret, Fifer, Marriott

Those Absent: Moorman

The Motion was Approved.

Councilmember Fifer moved that a Major Modification from the Land Development Code subsection 5-1-2-3(C)(8)(c), related to the maximum length of a continuous roof ridgeline being 35 feet, for the building generally located at 7555 Wadsworth Blvd., be approved. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Ambrose, Davis, Feret, Fifer, Marriott

Those Absent: Moorman

The Motion was Approved.

Councilmember Fifer moved that a Major Modification from the Land Development Code subsection 5-1-2-3(C)(8)(d), related to pitched roofs having a minimum eave overhang of at least one-foot, for the building generally located at 7555 Wadsworth Blvd., be approved. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Ambrose, Davis, Feret, Fifer, Marriott

Those Absent: Moorman

The Motion was Approved.

11. Public Comment - Five Minute Limit - None
12. City Council Reports – None
13. City Manager Reports –
 - A. Lorie Gillis, City Manager, reviewed upcoming workshops.
14. City Attorney Reports – None
15. Adjournment at 7:00 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: Recognition of Angelica Daughtry, Recipient of Adams County Mayors and Commissioners Youth Awards - Presented by Councilmember Fifer

Report in Brief

This past April, the Adams County Mayors and Commissioners Youth Awards held their annual event recognizing youth who have overcome significant adversity. Angelica Daughtry represented Arvada at that event and was recognized by Council Member Feret and the Adams County Commissioners for her hard work in overcoming challenges in her life.

Angelica experienced a transient childhood as an only child with her mom. At 17, she became pregnant with her daughter, Genesis. Due to family struggles, she moved out of her mother's house and into Genesis' father's home when Genesis was an infant.

Now, Angelica works full-time at Famous Footwear and recently got promoted. She is working to be a better mom by taking life skills and parenting classes at Hope House, an Arvada nonprofit supporting teen moms.. Recently, she moved into her own apartment with Genesis and her fiancé Bryshaw. She's also working hard to complete her high school diploma online.

Despite many challenges, Angelica is determined to give Genesis the life she never had. Her story is a testament to hard work and empowerment. Tonight, Angelica is joined by her daughter Genesis, fiancé Bryshaw, and her support team from Hope House.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 5/24/2024
Laura Hemler, Assistant City Attorney 5/24/2024

Approved by:

Linda Haley, Deputy City Manager 5/24/2024
Rachel Morris, City Attorney 5/31/2024
Lorie Gillis, City Manager 6/3/2024

Enclosure, exhibits & attachments required to support the report

presented to

ANGELICA DAUGHTRY

*As a Recipient of the Adams County Mayors and
Commissioners Youth Awards*

Presented this 17th day of June, 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.B.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: Proclamation for Juneteenth 2024 - Presented by Councilmember Moorman

Report in Brief

City Council will proclaim June 19, 2024 as Juneteenth Independence Day.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 5/22/2024

Laura Hemler, Assistant City Attorney 5/22/2024

Approved by:

Linda Haley, Deputy City Manager 5/22/2024

Rachel Morris, City Attorney 5/24/2024

Lorie Gillis, City Manager 6/3/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS, Juneteenth is a significant and historic commemoration in American history, honoring the emancipation of enslaved African Americans; and

WHEREAS, Juneteenth marks the date of June 19, 1865, when Union soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas, with news in accordance with the Emancipation Proclamation, which had been issued more than two years prior, that the Civil War had ended and that the enslaved were free; and

WHEREAS, Juneteenth represents a momentous milestone in the journey towards equality and justice, symbolizing the end of one of the darkest periods in our nation's history and the triumph of freedom and resilience; and

WHEREAS, the Arvada City Council acknowledges the historical significance of Juneteenth Independence Day to the United States; and

WHEREAS, residents of Arvada are encouraged to join the continued nationwide celebration of Juneteenth Independence Day to provide an opportunity for the people of the United States to learn more about the past and to better understand the experiences that have shaped the United States; and

WHEREAS, the City of Arvada recognizes that the observance of the end of slavery is a part of the history and heritage of the United States; and

WHEREAS, the City will illuminate the Olde Town Arvada Water Tower to raise awareness of the celebration

Now therefore, be it resolved that the Mayor and Members of City Council of the Arvada, Colorado, that June 19, 2024, is recognized as Juneteenth Independence Day and encourages all residents to join in celebration and solidarity and urges all residents to actively raise their own awareness of the significance of this celebration in African American History and in the heritage of our nation and City.

Dated this 17th day of June, 2024.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: Consent Agenda

Report in Brief

1. R24-062, A Resolution Approving an Agreement by and between the City of Arvada and Canyon Pines Metropolitan District for the Grant of a Revocable Encroachment License to Accommodate Retaining Walls for a Gas Regulator, Approximately Located at 2 Canyon Pines Drive within Public Right of Way

2. R24-063, A Resolution Authorizing Amendment No. 1 to “An Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Zone 5 Water Storage Tank Design” to Expand the Scope of Services to Include Construction Phase Services and Increase the Contract Amount from \$372,676.00 to An Amount Not to Exceed \$958,749.00

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: June 17, 2024

SUBJECT: R24-062, A Resolution Approving an Agreement by and between the City of Arvada and Canyon Pines Metropolitan District for the Grant of a Revocable Encroachment License to Accommodate Retaining Walls for a Gas Regulator, Approximately Located at 2 Canyon Pines Drive within Public Right of Way

Report in Brief

The Canyon Pines Metropolitan District is requesting that portions of two retaining walls be allowed to be constructed within the City right-of-way of Canyon Pines Drive. The retaining walls are required to provide a level drive surface to access a gas regulating facility on the adjacent metro district property.

The Arvada team recommends that the City Council approve R24-062, A Resolution Approving an Agreement by and between the City of Arvada and Canyon Pines Metropolitan District for the grant of a revocable encroachment license to accommodate retaining walls for a gas regulator, approximately located at 2 Canyon Pines Drive within public right of way.

Financial Impact

N/A

Background

The subject property is located on the north side of State Highway 72, approximately 2.5 miles west of State Highway 93. The site is directly to the west of the Union Pacific Railroad and is currently under development.

The original Canyon Pines development was included with the Jefferson Center master development for which specific plans, regulations, and intergovernmental agreements were prepared in anticipation of development. An amendment to the City of Arvada Comprehensive Plan was approved for the area in 1989. An annexation agreement was also approved in 1989 that specified requirements for future development.

The Canyon Pines site was annexed as Jefferson Center Filings #14 and 15 in 1997. In 2017, the Final Development Plan and final plat were approved, and the infrastructure is nearly complete. In 2020, the Canyon Pines development was zoned PUD with the adoption of the updated Land Development Code.

The gas regulator station is necessary for Xcel Energy to supply service to the development.

Discussion

It is the responsibility of the applicant to justify the requested land use application. The City Council should make a determination regarding the granting of the license based on its findings regarding the approval criteria shown in the table(s) below. The City team has evaluated the request and determined that the license will not impact City infrastructure and is acceptable.

Community and Economic Development team members performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

SUBJECT: R24-062, A Resolution Approving an Agreement by and between the City of Arvada and Canyon Pines Metropolitan District for the Grant of a Revocable Encroachment License to Accommodate Retaining Walls for a Gas Regulator, Approximately Located at 2 Canyon Pines Drive within Public Right of Way

PAGE: 2
ITEM: 8.A.1.

Div. 8-3-5-8B Revocable Right-of-Way License Agreement

1. The applicant agrees to the terms of a Revocable Right-of-Way License Agreement in a form approved by the City Attorney, including any insurance provision and provision that indemnify and hold the City harmless from future damages or liability claims.

Finding
Complies

Rationale

The applicant has signed the Revocable Right-of-Way License Agreement.

2. The proposed sign, structure, or use complies with all applicable use, development, and design standards set forth in this LDC and the City of Arvada Municipal Code that have not otherwise been modified or waived.

Complies

The retaining walls comply with all applicable standards.

3. The proposed sign, structure, or use shall not interfere with street intersection visibility, materially impede access to utilities or other facilities, or in any other way adversely affect the public health, safety, or welfare.

Complies

The retaining walls do not interfere with street intersection visibility and do not affect any utility infrastructure or adversely affect public health, safety, or welfare.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Planning Commission action is not required for this item.

Strategic Alignment

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-062, A Resolution Approving an Agreement by and between the City of Arvada and Canyon Pines Metropolitan District for the grant of a revocable encroachment license to accommodate retaining walls for a gas regulator, approximately located at 2 Canyon Pines Drive within public right of way.

Suggested Motion:

I move that R24-062, A Resolution Approving an Agreement by and between the City of Arvada and Canyon Pines Metropolitan District for the Grant of a Revocable Encroachment License to Accommodate Retaining Walls for a Gas Regulator, Approximately Located at 2 Canyon Pines Drive within Public Right of Way, be (approved) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

SUBJECT: R24-062, A Resolution Approving an Agreement by and between the City of Arvada and Canyon Pines Metropolitan District for the Grant of a Revocable Encroachment License to Accommodate Retaining Walls for a Gas Regulator, Approximately Located at 2 Canyon Pines Drive within Public Right of Way

PAGE: 3
ITEM: 8.A.1.

Approved by:

Rob Smetana, Planning Manager	5/29/2024
Josie Suk, Development Systems and Administrative Manager	5/29/2024
Jessica Garner, Director of Community and Economic Development	5/29/2024
Gail Walker, Legal Specialist-Contracts	5/30/2024
Emily Grogg, Senior Assistant City Attorney	5/30/2024
Linda Haley, Deputy City Manager	5/30/2024
Rachel Morris, City Attorney	5/31/2024
Lorie Gillis, City Manager	6/3/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-062

A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND CANYON PINES METROPOLITAN DISTRICT FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO ACCOMMODATE RETAINING WALLS FOR A GAS REGULATOR APPROXIMATELY LOCATED AT 2 CANYON PINES DRIVE WITHIN PUBLIC RIGHT OF WAY

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Revocable Encroachment License, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Canyon Pines Metropolitan District.

Section 2. The City of Arvada hereby accepts a grant of a revocable encroachment license to accommodate an accessible pedestrian ramp within public right of way at 2 Canyon Pines Drive Arvada, Colorado 80002.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 17th day of June, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND CANYON PINES METROPOLITAN DISTRICT FOR THE GRANT
OF A REVOCABLE ENCROACHMENT LICENSE TO
ACCOMMODATE RETAINING WALLS FOR A GAS REGULATOR
APPROXIMATELY LOCATED AT 2 CANYON PINES DRIVE WITHIN
PUBLIC RIGHT OF WAY**

1.0 **PARTIES.** The parties to this Agreement are the City of Arvada, a Colorado municipal corporation ("Arvada") at 8101 Ralston Road, Arvada, Colorado 80002 and Canyon Pines Metropolitan District, owners of the adjacent property ("Licensee") at 2 Canyon Pines Drive, Arvada, Colorado 80403.

2.0 **RECITALS AND PURPOSE.**

2.1 Licensee is the owner of property addressed as 2 Canyon Pines Drive in the City of Arvada; more particularly described as the Northwest quarter of Section 13, Township 2 South, Range 71, West of the sixth principal meridian, Reception No. 2017059646 ("Licensee's Property").

2.2 Arvada is the owner of properties, or has some interest in properties, located adjacent to Licensee's Property at 2 Canyon Pines Drive, as more particularly described in Exhibit A, attached and incorporated herein ("Arvada's Property").

2.3 The Licensee has expressed a desire for Arvada to recognize, accommodate, and permit certain minor encroachments upon a specific and limited portion of Arvada's Property; to wit, retaining walls along Canyon Pines Drive proposed upon the Arvada's Property described in Exhibit B.

2.4 Arvada is willing to grant an encroachment license to the Licensee under the terms and conditions as hereinafter specified in this Agreement.

3.0 **TERMS AND CONDITIONS.** In consideration of Arvada's agreement to permit the Licensee to encroach upon Arvada's Property, and in consideration of the mutual promises and covenants contained herein, the sufficiency and adequacy of consideration being acknowledged by the parties, Arvada and Licensee agree as follows:

3.1 Arvada hereby grants to the Licensee a License for the encroachments as described above, with such limitations as are set forth herein, including, but not limited to:

3.1.1 Any improvements allowed by this Agreement to be kept upon Arvada's Property shall be so kept at Licensee's sole expense and Licensee agrees to maintain any such improvement in good repair during the period of this License.

3.1.2 Licensee understands and agrees that Arvada shall not be liable or responsible for any costs related to any damage, maintenance, repair, or removal of any structures kept upon Arvada's Property pursuant to this Agreement.

3.2 The license as granted in paragraph 3.1 above shall continue from the date of

this Agreement to the time that this Agreement is terminated. Arvada may terminate this License at any time by giving written notice to the Licensee 10 days in advance of the effective date of termination and specifying the date of termination therein and, in the event this License is terminated as to such encroachments, Licensee expressly agrees to remove such from Arvada's Property and to return Arvada's Property to as close to its original condition as reasonably possible, within 30 days of said date of termination.

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

3.4 Each Party to this Agreement will be required to, at its own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension or amendment of the same, insurance reasonably sufficient to insure against the liability assumed by that Party pursuant to the provisions of this Agreement.

3.6 Licensee agrees to repair and reconstruct any damage to Arvada's Property caused by Licensee, prior to or immediately upon termination of this Agreement for any reason and return Arvada's Property to its original condition at the expense of Licensee and at no expense to Arvada.

4.0 **ASSIGNMENT.** Except as may be the legal consequence, pursuant to paragraph 10 hereof, of a conveyance of Licensee's Property, this Agreement shall not be assigned by Licensee without the prior written consent of Arvada which may withhold its consent for any reason.

5.0 **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by facsimile transmission or by U.S. mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as have been previously furnished in writing, to the other party and parties. Notice shall be deemed to have been given when deposited in the United States mail.

6.0 **EXHIBITS.** All exhibits, if any, referred to in this Agreement are, by reference, incorporated herein for all purposes.

7.0 **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

8.0 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Jefferson County, Colorado.

9.0 **WAIVER OF BREACH.** A waiver by any party of this Agreement of the breach of

any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of either party.

10.0 **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns and shall constitute covenants running with Licensee's Property. Either party may record this Agreement with the Clerk and Recorder's Office of Jefferson County, Colorado.

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

12.0 **AVAILABILITY OF FUNDS AND CONSTITUTIONAL LIMITATIONS ON DEBT.** Financial obligations of any one Party that is a Colorado governmental entity or governmental subdivision ("**Governmental Party**") payable after the current Municipal Fiscal Year or District Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available. A Governmental Party may also be relying on state or federal funding to satisfy its payment obligations under this Agreement. The Governmental Parties' payment obligations under the Agreement are subject to and conditioned upon the continuing availability of all funding for the purposes set forth in the Agreement. In the event funds are not appropriated, budgeted or otherwise made available, a Governmental Party may terminate the Agreement as of the last day of the period for which funds were appropriated or monies made available for such purposes. All payments of the Governmental Parties under this Agreement constitute currently budgeted expenditures and do not constitute or give rise to a general obligation, indebtedness, or multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of any constitutional or statutory provision or limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Governmental Parties' monies.

13.0 **GOVERNMENTAL IMMUNITY.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, and their past and present directors, officers, employees and volunteers, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.*, as may be amended.

DATED this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado municipal corporation

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

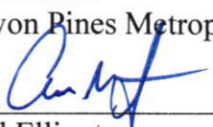
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

LICENSEE:
Canyon Pines Metropolitan District



Chad Ellington
405 Urban Street, Suite 301
Lakewood, CO 80228

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 29th day of May, 2024, by Chad Ellington as President of the Canyon Pines Metropolitan District, in their capacity as owners of the property at 2 Canyon Pines Drive.

Witness my hand and official seal.

My commission expires: 09/07/2025



Notary Public

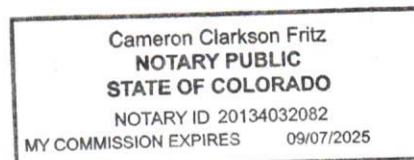


EXHIBIT A & B

**A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF
ARVADA AND CANYON PINES METROPOLITAN DISTRICT FOR THE GRANT OF
A REVOCABLE ENCROACHMENT LICENSE TO ACCOMMODATE RETAINING
WALLS FOR A GAS REGULATOR APPROXIMATELY LOCATED AT 2 CANYON
PINES DRIVE WITHIN PUBLIC RIGHT OF WAY**

EXHIBIT A

SHEET 1 OF 2

LAND DESCRIPTION

REVOCABLE PERMIT EASEMENT AREA

A PARCEL OF LAND LOCATED WITHIN THE RIGHT-OF-WAY OF CANYON PINES DRIVE, CANYON PINES SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 2017059646 AND LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 BEING S 83°33'46" W 2605.96 AND MONUMENTED AS FOLLOWS:

-NORTH QUARTER CORNER OF SECTION 13, BEING A FOUND 3.25" ALUMINUM CAP, PLS 22564, PER MON. REC. DATED 12-1-1986.

-NORTHEAST CORNER OF SECTION 13, BEING A FOUND 3.25" ALUMINUM CAP, PLS 14057, PER MON. REC. DATED 12-13-1985.

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 13;

THENCE S 25°49'57" W A DISTANCE OF 1812.43 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG A CURVE TO THE **LEFT** HAVING A CHORD OF N 89°44'18" E 69.19 FEET, A RADIUS OF 316.00 FEET, AN ARC OF 69.33 FEET, AND A DELTA OF 12°34'15";

THENCE N 83°25'58" E A DISTANCE OF 35.86 FEET;

THENCE S 06°34'02" E A DISTANCE OF 14.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CANYON PINES DRIVE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1) S 83°25'58" W A DISTANCE OF 35.75 FEET;

2) ALONG A CURVE TO THE **RIGHT** HAVING A CHORD OF S 89°43'42" W 72.37 FEET, A RADIUS OF 330.00 FEET, AN ARC OF 72.52 FEET, AND A DELTA OF 12°35'27";

THENCE N 06°01'25" E A DISTANCE OF 14.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1494 S.F. OR 0.0343 ACRES MORE OR LESS.

I, CHRISTOPHER H. McELVAIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

CHRISTOPHER H. McELVAIN, P.L.S. NO. 36561
FOR AND ON BEHALF OF SURVEY303 LLC

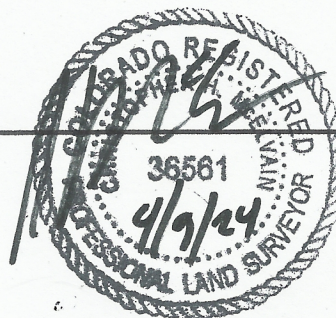
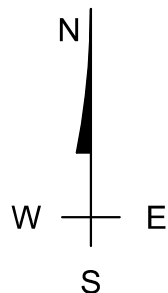


EXHIBIT B

SHEET 2 OF 2

REVOCABLE PERMIT EASEMENT AREA

SEC 13, T2S, R71W, 6PM, CITY OF
ARVADA, JEFFERSON COUNTY



N. 1/4 Cor, Sec. 13
T2S, R71W, 6th P.M.
(Found 3 1/4" Aluminum
Cap Stamped LS 22564
Per Monument Record
Dated 12-1-1986)

POINT OF COMMENCEMENT

S83°33'46"W 2605.96'
BASIS OF BEARINGS

NE Cor, Sec. 13
T2S, R71W, 6th P.M.
Found 3 1/4" Aluminum
Cap Stamped LS 14057
Per Monument Record
Dated 12-13-1985)

ROW LINE

L=69.33', R=316.00'
 $\Delta=12^{\circ}34'15''$, CL=69.19, CD=N89°44'18"E

CANYON PINES DR.

POINT OF BEGINNING

1812.43'
S25°49'57"W

N6°01'25"E
14.00'

ROW LINE

TRACT G, CANYON PINES
SUBDIVISION, REC. NO. 2017059646

35.86'

N83°25'58"E

S83°25'58"W

35.75'

14.00'

S6°34'02"E

EDGE OF ASPHALT

60' ROW

REVOCABLE PERMIT AREA - 1,494 S.F OR 0.0343 ACRES

L=72.52', R=330.00'
 $\Delta=12^{\circ}35'27''$, CL=72.37, CD=S89°43'42"W



ORIGINAL SCALE: 1"= 20' HORIZ.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: R24-063, A Resolution Authorizing Amendment No. 1 to “An Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Zone 5 Water Storage Tank Design” to Expand the Scope of Services to Include Construction Phase Services and Increase the Contract Amount from \$372,676.00 to An Amount Not to Exceed \$958,749.00

Report in Brief

Amendment No 1 to the existing design phase contract between the City of Arvada and HDR Engineering, Inc (HDR) for the Zephyr (Zone 5) Water Storage Tank project will increase the existing contract amount by \$586,073.00 to a new contract total of \$958,749.00. This Amendment No 1 will include Exhibit X, the proposal provided by HDR for engineering services during construction.

The Arvada team recommends that the City Council approve R24-063, A Resolution Authorizing Amendment No. 1 to “An Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Zone 5 Water Storage Tank Design” to Expand the Scope of Services to Include Construction Phase Services and Increase the Contract Amount from \$372,676.00 to An Amount Not to Exceed \$958,749.00.

Financial Impact

CIP Project: Zephyr (Zone 5) Water Storage Tank

Financial Impact: All costs are the responsibility of JCMD. Little to no impact is anticipated.

Funding Source: JCMD / UT Water Capital Projects

CIP Account Number: 97617

Background

In 2023, the City of Arvada completed a Storage Tank Master Plan of the existing water storage infrastructure in Arvada. In 2024, the City also completed a hydraulic model analysis of the pumped zones of the City (western portion). These reports highlighted several areas of capacity concerns under existing and build-out conditions. Additional storage needs in the pumped zones were identified. Staff identified locations in two of the pressure zones for additional storage. This project provides the first of two new storage tanks and is identified as the Zephyr Tank, to be located adjacent to the existing Zone 5 tank northwest of Arvada Reservoir.

HDR provided engineering design phase services beginning in January 2024. Design is now complete and the construction phase will begin in May 2024. As part of the construction phase services, HDR will provide full time construction oversight during tank construction, contractor pay application review, submittal review, and materials testing services to ensure that the tank is constructed according to signed drawings and specifications.

Discussion

HDR Engineering, Inc (HDR) was originally contracted for an amount of \$372,676.00 for design phase services. With the subject Amendment No. 1, HDR will be contracted for construction phase engineering services at a total contract amount not to exceed \$958,749.00. This Amendment package would include full time construction oversight during tank construction, contractor pay application review, submittal review, and materials testing services. This project is expected to be funded

SUBJECT: R24-063, A Resolution Authorizing Amendment No. 1 to “An Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Zone 5 Water Storage Tank Design” to Expand the Scope of Services to Include Construction Phase Services and Increase the Contract Amount from \$372,676.00 to An Amount Not to Exceed \$958,749.00

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ITEM: 8.A.2.

primarily by an intergovernmental agreement (IGA) with Jefferson Center Metropolitan District (JCMD) and the remainder by the Water Capital Projects fund.

The City recommends that Resolution R24-063, A Resolution Authorizing Amendment No. 1 to “An Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Zone 5 Water Storage Tank Design” to Expand the Scope of Services to Include Construction Phase Services and Increase the Contract Amount from \$372,676.00 to An Amount Not to Exceed \$958,749.00 be approved.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area within the City Council Strategic Plan. Specifically, the recommended action is consistent with the following principle included in the Infrastructure Priority Area:

Provides the community with a safe, reliable high quality water supply, drainage system, and wastewater disposal services for full city build-out, as defined in the Comprehensive Plan. This includes maintaining utility rates at the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-063, A Resolution Authorizing Amendment No. 1 to “An Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Zone 5 Water Storage Tank Design” to Expand the Scope of Services to Include Construction Phase Services and Increase the Contract Amount from \$372,676.00 to An Amount Not to Exceed \$958,749.00.

Suggested Motion:

I move that R24-063, A Resolution Authorizing Amendment No. 1 to “An Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Zone 5 Water Storage Tank Design” to Expand the Scope of Services to Include Construction Phase Services and Increase the Contract Amount from \$372,676.00 to An Amount Not to Exceed \$958,749.00, be (approved) (rejected).

Prepared by:
Amber Brooks, Civil Engineer II

Reviewed by:

Approved by:

SUBJECT: R24-063, A Resolution Authorizing Amendment No. 1 to “An Agreement Between the City of Arvada and HDR Engineering, Inc. for Professional Engineering Consulting Services Relating to the Zone 5 Water Storage Tank Design” to Expand the Scope of Services to Include Construction Phase Services and Increase the Contract Amount from \$372,676.00 to An Amount Not to Exceed \$958,749.00

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Mary Stahl, Senior Civil Engineer	5/20/2024
Jenny Wolfschlag, City Engineer	5/20/2024
Jacqueline Rhoades, Public Works Director	5/29/2024
Chris Lisberg, Assistant City Engineer	5/29/2024
Bryan Archer, Director of Finance	5/29/2024
Tammy Hedlund, Legal Specialist	5/30/2024
Jessica Morales, Assistant City Attorney	5/30/2024
Don Wick, Deputy City Manager	5/30/2024
Rachel Morris, City Attorney	5/31/2024
Lorie Gillis, City Manager	6/3/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-063

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO “AN AGREEMENT BETWEEN THE CITY OF ARVADA AND HDR ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES RELATING TO THE ZONE 5 WATER STORAGE TANK DESIGN” TO EXPAND THE SCOPE OF SERVICES TO INCLUDE CONSTRUCTION PHASE SERVICES AND INCREASE THE CONTRACT AMOUNT FROM \$372,676.00 TO AN AMOUNT NOT TO EXCEED \$958,749.00

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement that 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 17th day of June, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

**AMENDMENT NO. 1
TO “AN AGREEMENT BETWEEN THE CITY OF ARVADA
AND HDR ENGINEERING, INC. FOR PROFESSIONAL
ENGINEERING CONSULTING SERVICES RELATING TO
THE ZONE 5 WATER STORAGE TANK DESIGN” TO EXPAND
THE SCOPE OF SERVICES TO INCLUDE CONSTRUCTION
PHASE SERVICES AND INCREASE THE CONTRACT
AMOUNT FROM \$372,676.00 TO AN AMOUNT NOT TO
EXCEED \$958,749.00**

1. **PARTIES.** The Parties to this Amendment No. 1 are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada” or the “City”) and HDR Engineering, Inc., a Nebraska Corporation whose principal place of business is located at 1917 South 67th Street, Omaha, NE 68106, with a Colorado office located at 1670 Broadway, Suite 3400, Denver, CO 80202 (“Consultant”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”
2. **RECITALS AND PURPOSE.**
 - 2.1. Arvada required a qualified entity to provide professional engineering consulting services relating to the Zone 5 Water Storage Tank Design, as described in Arvada’s Request for Proposal # 23-ENG-108 (“Arvada’s RFP” or “RFP”).
 - 2.2. On or about January 11, 2024, Arvada and Consultant entered into an agreement for these professional engineering consulting services relating to the Zone 5 Water Storage Tank Design, in an amount not to exceed \$372,676.00 (“Original Agreement”).
 - 2.3. For the convenience of the Parties, (due to the voluminous nature of the Original Agreement), the Original Agreement is not attached hereto but is incorporated herein by reference.
 - 2.4. The purpose of this Amendment No. 1 to the Original Agreement (“Amendment No. 1”) is to expand the scope of services to include professional engineering consulting services during the construction phase of the Zone 5 Water Storage Tank Project. The cost of Amendment No. 1 is \$586,073.00, thereby increasing the contract amount from \$372,676.00 to an amount not to exceed \$958,749.00 for all services.
3. **CONTRACT DOCUMENTS AND EXHIBITS.**
 - 3.1. Contract Documents. The Contract Documents shall consist of this First Amendment and the Original Agreement, together with the following:

Exhibit C: Consultant’s May 13, 2024, Scope of Services.

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

4. **SCOPE OF SERVICES.** The Scope of Services is expanded to include professional engineering consulting services during the construction phase of the Zone 5 Water Storage Tank Project, as further detailed in **Exhibit C** to this Amendment No. 1.

5. **AMENDMENT TO SECTION 5, COMPENSATION, OF THE ORIGINAL AGREEMENT.**

5.1. Section 5.1. of the Original Agreement is amended as follows:

“5.1. Payment. Arvada shall pay Consultant for the Work requested by Arvada and rendered by Consultant under this Agreement in an amount not to exceed **\$958,749.00** for the Work.

6. **FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Original Agreement.
7. **BINDING AUTHORITY.** Consultant represents and affirms that the signature page hereof accurately states the full legal name of Consultant (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Consultant, and in all other respects is effective to bind Consultant, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

(Signatures on next page.)

DATED this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

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

By: _____

HDR ENGINEERING, INC., a Nebraska
Corporation

R. Bradley Martin
Area Manager / Senior Vice President
1670 Broadway, Suite 3400
Denver, CO 80202
Brad.Martin@hdrinc.com

Exhibit C

Amendment No. 1

**To “An Agreement Between the City of Arvada and HDR
Engineering, Inc. For Professional Engineering Consulting
Services Relating to The Zone 5 Water Storage Tank Design”
To Expand the Scope of Services to Include Construction Phase
Services And Increase The Contract Amount From \$372,676.00
To An Amount Not To Exceed \$958,749.00**



Scope of Services

Zephyr (Zone 5) Water Storage Tank
Engineering Services During Construction

City of Arvada, Colorado

May 13, 2024





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Background

The City is experiencing rapid growth and requires additional potable water storage to support development in their upper zones. The existing Zone 5 tank site has been identified as an ideal candidate for additional storage due to the proximity to existing piping and relative ease to bring online storage quickly. Increasing storage capacity at this location provides immediate relief to existing storage deficits in the system and will support future development. The new tank must be constructed and online as soon as possible requiring significant coordination between stakeholders and strong project management.

This scope is for engineering services during Construction. Work under this scope of services is assumed to occur between May 2024 and May 2025.

Task Series 110 – Project Management

This task series includes 10 months of project coordination and administration between July 2024 and May 2025.

Task 110 – Project Coordination and Administration

HDR will monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, estimated cost at completion, earned value, and out of scope items. HDR will manage activities within the project budget, process invoices, and prepare a bulleted summary of monthly progress to be included with invoices.

This task also includes updating the Project Management Plan (PMP) and Health and Safety Plan.

Task Series 110 Deliverables

The following deliverables will be prepared as part of Task Series 110:

- Project Management Plan
- Monthly Invoices and Progress Reports

Task Series 300 – Engineering Services During Construction

This task series includes both office and field services during construction.

Task 301 – Submittal Review

Review submittals and provide responses back to the CM/GC. A total of 90 submittals has been assumed for this task. Each submittal is estimated to require 6 hours for review, response, and coordination.

Task 302 – Requests for Information (RFIs)

Respond to RFIs as needed. A total of 20 RFIs are assumed for this project. An average of 4 hours per RFI is estimated for review and response to RFIs.

Task 303 – Payment Application Review

Review monthly payment applications. A total of 8 payment applications are assumed for this project. Routine payment application review will be completed by the RPR. Hours associated with this task are primarily for setting up a detailed review process to confirm that payment applications contain the proper background information to justify time and materials payments and have the proper markups.

Task 305 – Construction Observation

HDR will provide full-time observation consisting of a Resident Project Representative (RPR) visiting the site five days per week, 10 hours per day. The RPR will observe the work to verify general compliance with the contract documents, answer contractor questions, and complete daily observation reports. The RPR will facilitate weekly Construction Progress Meetings, including setting up a standing agenda for these meetings, update them weekly as needed, and prepare meeting minutes. The duration of full-time inspection is assumed to be July 1 through November 30, 2024.

Additional part-time inspection assuming 2 days per week, 10 hours per day, is included from May 1-June 30, 2024 and November 30 through January 31, 2025.

Task 306 –Construction Meetings

Up to one (1) additional HDR staff beyond the RPR will attend weekly construction meetings, preconstruction meetings, and other coordination meetings throughout the project duration. A total of 40 meetings are included in this task. It is assumed 20 of the meetings are attended in person, and 20 attended virtually. Meetings are assumed to last for one (1) hour.

Task 307 – Additional Site Visits

It is anticipated additional site visits beyond those described in Task 305 may be required throughout construction to complete special inspections, review site conditions, or to resolve other issues that may arise. It is assumed that up to one additional half-day visit every other week may be required. This assumes a total of 20 additional site visits.

Task 308 – Materials Testing

HDR will engage Shannon & Wilson to complete testing for concrete and soil compaction throughout the construction duration. This scope includes the following:

- Attendance at pre-construction meeting.
- Coordination with Engineer and CM/GC for scheduling inspections.
- Up to 32 hours of miscellaneous consulting support.
- 102 total site visits

- 56 for Soil Compaction Tests
 - 46 for Concrete Testing
 - Daily reports for each site visit
- Up to 275 concrete cylinder tests.
- Up to 6 suites of laboratory soil testing (grain size analysis, Atterberg Limits, and proctor compaction) for import materials and backfill.

Task 309 – Record Drawings

Record drawings will be prepared at the end of the project. An estimate of 2 hours per sheet was assumed for this task.

Task Series 300 Deliverables

The following deliverables will be prepared as part of Task Series 300:

- Submittal responses
- RFI responses
- Recommendations of payment
- Daily observation reports
- Materials Testing Reports
- Record Drawings (PDF and CAD Format Only)

Assumptions and Limitations

This Scope of Services is based on the following assumptions and limitations:

- Project Duration is 12 months from May 2024 through May 2025.
- All deliverables will be electronic.
- City will pay all permitting fees.

WORK BREAKDOWN STRUCTURE																			
NAME																			
Date:																			
Firm Name: HDR Engineering Inc.																			
Task	Eichenberger, James	Hansen, Duane Michael	Mitchell, Jeffrey J	Manske, Ronald F Jr.	Mulderick, Colin James	Levegood, William Dufour	Young, Gregory M	McCallan, Thomas Alexander (Tom)	Huckenpahler, John J	Nelson, Robin L	Lynch, Nicole M	Nalley, James R (Richard)	Velasquez, Donna L	Schick, Tiffany Rose	Total Hours	Total Labor (\$)	Subconsultant(s)	Direct Costs (\$)	Total Labor & Expenses (\$)
	Project Manager	RPR	QA/QC	Sr. Structural Engineer	Structural Engineer	Process Engineer	Sr. Civil Engineer	Civil Engineer	Sr. EI&C Engineer	Structural/ Process CAD	EI&C CAD	Civil CAD	Administrative Support	Accountant					
Hourly Billing Rate	\$285	\$130	\$300	\$275	\$200	\$120	\$180	\$120	\$205	\$160	\$140	\$130	\$109	\$126					
Task Series 110 - Project Management and Administration	48	0	0	0	0	0	0	0	0	0	0	0	0	28	76	\$17,208.00	\$0.00	\$500.00	\$17,708.00
110 - Project Management and Administration	48													28	76	\$17,208.00	\$0.00	\$500.00	\$17,708.00
Task Series 300 - Engineering Services During Construction	262	1,432	54	79	110	95	110	54	79	16	16	16	50	0	2,372	\$386,770.00	\$165,900.00	\$7,400.00	\$568,365.00
301 - Submittal Review	90		45	45	68	90	68	45	45				45		540	\$107,505.00	\$0.00	\$0.00	\$107,505.00
302 - Requests for Information	20		5	10	10	5	10	5	10				5		80	\$17,545.00	\$0.00	\$0.00	\$17,545.00
303 - Payment Applications	20														20	\$5,700.00	\$0.00	\$0.00	\$5,700.00
304 - Construction Observation		1,432													1,432	\$186,160.00	\$0.00	\$4,000.00	\$190,160.00
305 - Construction Meetings	120														120	\$34,200.00	\$0.00	\$1,200.00	\$35,400.00
306 - Additional Site Visits				20	20		20		20						80	\$17,200.00	\$0.00	\$1,200.00	\$18,400.00
307 - Materials Testing	4			4	4		4	4							20	\$4,240.00	\$165,900.00	\$500.00	\$178,935.00
308 - Record Drawings	8		4		8		8		4	16	16	16			80	\$14,220.00	\$0.00	\$500.00	\$14,720.00
TOTAL HOURS	310	1,432	54	79	110	95	110	54	79	16	16	16	50	28	2,448				
TOTAL LABOR	\$88,350	\$186,160	\$16,200	\$21,725	\$21,900	\$11,400	\$19,710	\$6,480	\$16,195	\$2,560	\$2,240	\$2,080	\$5,450	\$3,528		\$403,978	\$165,900	\$7,900	\$586,073



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: R24-064, A Resolution Authorizing the First Amendment to the Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway (Presenter: Melanie Walter, Floodplain Administrator)

Report in Brief

PRESENTER: Melanie Walter, Floodplain Administrator

This IGA amends the original agreement dated October 25, 2023 in order to increase the level of funding by \$2,565,951.61. The funding sources are proposed as \$1,565,951.61 to be transferred from the Ralston Creek at Ward Road project fund being held by Mile High Flood District, \$500,000 from the City of Arvada and \$500,000 matched by Mile High Flood District.

The Arvada team recommends that the City Council approve R24-064, A Resolution Authorizing the First Amendment to the Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway.

Financial Impact

Financial Impact: \$500,000

This is a one-time request in 2024 for Project Design and Construction.

Funding Source: *UT Storm System Maintenance and Flood Hazard Mitigation Fund*

Type: *CIP*

Fund: *Stormwater Fund, Project No. 99086*

Future associated costs requiring Council action. *Unknown at this time.*

Background

In 2006, the US Army Corp of Engineers (USACE) sponsored a flood protection project for a segment of Van Bibber Creek between Oak Street and Kipling Parkway. Prior to the 2006 project, flood flows were carried north through a culvert under West 58th Avenue, just downstream of Oak Street. This culvert then emptied into a channel that ran along the north side of 58th before crossing back to the south through another culvert just upstream of Kipling Parkway. The purpose of the 2006 project was to abandon this northern flow path and convey flood flows entirely on the south side of West 58th Avenue.

The Letter of Map Revision (LOMR) that was prepared for the USACE project contained errors that were not discovered until Mile High Flood District (MHFD) began updating the Flood Hazard Area Delineation (FHAD) along Van Bibber Creek. The result of the errors showed the 100-year storm event would overtop West 58th Avenue and inundate insurable structures based on the infrastructure currently installed.

Discussion

SUBJECT: R24-064, A Resolution Authorizing the First Amendment to the Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway (Presenter: Melanie Walter, Floodplain Administrator)	PAGE: 2 ITEM: 8.B.1.
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In an effort to reduce the flood risk, an alternatives analysis conducted in 2022 in partnership with MHFD recommended an additional culvert be installed under Kipling Parkway, and the channel that was closed off north of West 58th Avenue be reopened to provide an overflow path. This would eliminate any overtopping of West 58th Avenue in the 100-year storm event and safely contain flood waters within the drainage corridor. Being proactive to maintain flood protection measures in our major drainageways is an expectation and responsibility to our stormwater fee payers. This IGA is the second installment of a multi-year contribution to the design and construction of these improvements.

Ralston Creek at Ward Road fund, currently held by MHFD, is requested to be transferred to the Van Bibber project due to the higher priority placed on the Van Bibber project. The Ralston Creek project will seek other future sources of funding to address multiple issues at the Ward crossing, including flooding.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

This action supports providing the community with a safe, resilient drainage system aligning with the Infrastructure Priority Area and Work System Services of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-064, A Resolution Authorizing the First Amendment to the Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway

Suggested Motion:

I move that R24-064, A Resolution Authorizing the First Amendment to the Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway, be (approved) (rejected).

Prepared by:
Melanie Walter, Engineering Manager

Reviewed by:

Approved by:

SUBJECT: R24-064, A Resolution Authorizing the First Amendment to the Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway (Presenter: Melanie Walter, Floodplain Administrator)

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ITEM: 8.B.1.

Jenny Wolfschlag, City Engineer	5/13/2024
Jacqueline Rhoades, Public Works Director	5/13/2024
Bryan Archer, Director of Finance	5/14/2024
Tammy Hedlund, Legal Specialist	5/30/2024
Jessica Morales, Assistant City Attorney	5/30/2024
Don Wick, Deputy City Manager	5/30/2024
Rachel Morris, City Attorney	5/31/2024
Lorie Gillis, City Manager	6/3/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-064

A RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE CITY OF ARVADA REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR VAN BIBBER CREEK FROM OAK STREET TO KIPLING PARKWAY

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement that 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 17th day of June, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

FIRST AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
VAN BIBBER CREEK FROM OAK STREET TO KIPLING PARKWAY

Agreement No. 23-08.15B
Project No. 109810

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter called “FIRST AMENDMENT”), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called “DISTRICT”) and CITY OF ARVADA (hereinafter called “CITY”) and collectively known as “PARTIES”;

WITNESSETH:

WHEREAS, PARTIES have entered into “Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway” (Agreement No. 23-08.15) dated October 25, 2023 (hereinafter called “AGREEMENT”); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Van Bibber Creek from Oak Street to Kipling Parkway (hereinafter called “PROJECT”); and

WHEREAS, PARTIES desire to increase the level of funding by \$2,565,951.61; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 52, Series of 2024); and

WHEREAS, PARTIES have decided to cancel the Ralston Creek at Ward Road project, Account No. 108714, Agreement No. 21-09.27 as amended, and desire to transfer the remaining balance to PROJECT; and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:
 4. PROJECT COSTS AND ALLOCATION OF COSTS
 - A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:
 1. Final design services;
 2. Delineation, description and acquisition of required rights-of-way/ easements;
 3. Construction of improvements;
 4. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$3,415,951.61 without amendment to this AGREEMENT.
PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1. Final Design	\$ 600,000.00	\$ 500,000
2. Right-of-way	\$ -	\$ -
3. Construction	\$ 2,500,000.00	\$ 300,000
4. Contingency	\$ 315,951.61	\$ 50,000
Grand Total	\$ 3,415,951.61	\$ 850,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. At the request of CITY, the following funds will be transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: Ralston Creek at Ward Road

Account No. 108714; Agreement No. 21-09.27

Amount: \$1,565,951.61 (CITY - \$782,961.32; DISTRICT - \$782,990.29)

- D. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Special Fund Transfer</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$425,000	\$500,000	\$782,990.29	\$1,707,990.29
CITY	50.00%	\$425,000	\$500,000	\$782,961.32	\$1,707,961.32
TOTAL	100.00%	\$850,000	\$1,000,000	\$1,565,951.61	\$3,415,951.61

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval. Payment of each PARTY's full share (CITY - \$1,707,961.32; DISTRICT - \$1,707,990.29) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the

monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at CITY request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

OPTION:

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

Checked By

CITY OF ARVADA

By_____

Name Lauren Simpson

Title Mayor

Date_____

Arvada City Clerk_____

APPROVED AS TO FORM
Rachel A. Morris, City Attorney

By_____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: R24-065, A Resolution Authorizing An Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Hidden Lake Drainageway at Arvada Center (Presenter: Melanie Walter, Floodplain Administrator)

Report in Brief

(PRESENTER: Melanie Walter, Floodplain Administrator)

Council action is requested on the attached Resolution authorizing the Intergovernmental Agreement (IGA) between the Urban Drainage and Flood Control District d/b/a Mile High Flood District (MHFD), and the City of Arvada regarding funding of the Design and Construction of Drainage and Flood Control Improvements for Hidden Lake Drainageway at the Arvada Center. This project will expand an existing pond to provide stormwater detention and water quality for approximately 115 acres of mostly residential developments where none currently exists.

The Arvada team recommends that the City Council approve R24-065, A Resolution Authorizing An Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Hidden Lake Drainageway at Arvada Center.

Financial Impact

Financial Impact: \$150,000

Funding Source: *UT Storm System Maintenance and Flood Hazard Mitigation Fund*

Type: *CIP*

Fund: *Stormwater Fund, Project No. 99504*

Future associated costs requiring Council action. *Unknown at this time.*

Background

The 2008 Major Drainageway Planning (MDP) study for the Hidden Lake-Bates Lake drainage basins, developed in partnership with Mile High Flood District (MHFD), recommended a regional detention facility to be placed south of the Arvada Center parking lot. This is to provide stormwater quality and detention for a 115-acre residential neighborhood where none currently exists.

In 2021, the City of Arvada completed a city-wide Stormwater Master Plan (SMP) that identified undersized (or needed) storm infrastructure. Currently, there is a small detention facility on the Arvada Center property which serves the southern portion of the Arvada Center parking lot, as well as the adjacent bisecting north/south street (Yarrow Street, a.k.a. Fire Lane). The existing storm sewer from the outfall of the detention pond in 68th Avenue, all the way to the ultimate outfall point near Sheridan and 69th Avenue (about 1.6 miles), is shown in the SMP to be undersized in the 5-year and 100-year storm events. City of Arvada Engineering Code of Standards and Specifications require all storm sewer to contain the 5-year storm event as a minimum.

Discussion

SUBJECT: R24-065, A Resolution Authorizing An Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Hidden Lake Drainageway at Arvada Center (Presenter: Melanie Walter, Floodplain Administrator)

PAGE: 2
ITEM: 8.B.2.

The Arvada Center regional detention facility will expand the existing one near 68th Avenue and Yarrow St. The project will provide upstream neighborhoods with much needed detention and stormwater quality. This will also reduce the peak runoff rate to the current storm infrastructure in 68th Avenue, thereby significantly reducing, or eliminating, the need to enlarge the pipe network downstream.

Both Jefferson County and the Arvada Center staff are in support of this alteration. The plan is to use the passive portion of the detention area (infrequent inundation) for more artistic space or other open space type programming. This project will also formalize the overflow parking by providing cellular pavement with grass filled cavities to make it more natural looking while still providing a hard surface on which to park. The Arvada Center staff will work closely with our design team in the decision-making process of the artistic elements placed in the space and around the perimeter.

The proposed detention basin will be designed to completely drain all storm events within 72-hours, as Colorado State law dictates. The active portion of the facility, where frequent inundation will occur, proposed along the south side of the open area near 68th Avenue, will be contained approximately within current pond configuration. Larger storm events will spread into the passive portion.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

The Arvada team recommends that the City Council approve R24-065, A Resolution Authorizing An Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Hidden Lake Drainageway at Arvada Center.

Strategic Alignment

This action supports the principle for providing the community with a safe and well-maintained stormwater drainage system and aligns with the Infrastructure Priority Area of the City Council Strategic Plan. Being proactive to maintain flood protection measures in our major drainageways is an expectation and responsibility to our stormwater fee payers.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-065, A Resolution Authorizing An Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Hidden Lake Drainageway at Arvada Center.

Suggested Motion:

I move that R24-065, A Resolution Authorizing An Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Hidden Lake Drainageway at Arvada Center, be (approved) (rejected).

Prepared by:

SUBJECT: R24-065, A Resolution Authorizing An Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for Hidden Lake Drainageway at Arvada Center (Presenter: Melanie Walter, Floodplain Administrator)

PAGE: 3
ITEM: 8.B.2.

Melanie Walter, Engineering Manager

Reviewed by:

Approved by:

Jenny Wolfschlag, City Engineer	5/20/2024
Jacqueline Rhoades, Public Works Director	5/29/2024
Chris Lisberg, Assistant City Engineer	5/29/2024
Bryan Archer, Director of Finance	5/29/2024
Tammy Hedlund, Legal Specialist	5/30/2024
Jessica Morales, Assistant City Attorney	5/30/2024
Don Wick, Deputy City Manager	5/30/2024
Rachel Morris, City Attorney	5/31/2024
Lorie Gillis, City Manager	6/3/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-065

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE CITY OF ARVADA REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR HIDDEN LAKE DRAINAGEWAY AT ARVADA CENTER

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement that 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 17th day of June, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
HIDDEN LAKE DRAINAGEWAY AT ARVADA CENTER

Agreement No. 24-04.57
Project No. 110142

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF ARVADA (hereinafter called "PROJECT SPONSOR") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Major Drainageway Planning Update for Hidden Lake – Bates Lake, Phases A and B, dated July 2008 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Hidden Lake Drainageway at Arvada Center (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 90, Series of 2023) for drainage and flood control facilities in which PROJECT was included in the 2024 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2024 subsequent to public hearing (Resolution No. 87, Series of 2023) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 42, Series of 2024); and

WHEREAS, the governing board (officials) of PROJECT SPONSOR has budgeted, by appropriation or resolution, all of its share of PROJECT costs; and

Part 1

1.01 SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

1.02 SCOPE OF PROJECT

- A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities is that area of Hidden Lake Drainageway at Arvada Center, as shown on Exhibit A, attached hereto and incorporated by this reference.

- B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

1.03 PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

1.04 PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$300,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 300,000
2. Construction*	\$
3. Contingency	\$
Grand Total	\$ 300,000

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various PROJECT elements without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$150,000
PROJECT SPONSOR	50%	\$150,000
TOTAL	100%	\$300,000

- D. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Capital Funds Contribution</u>	<u>Special Funds Transfer</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$150,000	\$0	\$150,000
PROJECT SPONSOR	50%	\$150,000	\$0	\$150,000

1.05 MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a PROJECT SPONSOR's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (PROJECT SPONSOR - \$150,000; DISTRICT - \$150,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide accounting of PROJECT funds as well as a notification to PROJECT SPONSOR of any unpaid obligations upon request. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 2.05).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at PROJECT SPONSOR request, PROJECT SPONSOR share of remaining monies shall be transferred to another special fund held by DISTRICT.

1.06 FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 2.05 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of PROJECT SPONSOR. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications; and
- D. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to PROJECT SPONSOR.

1.07 MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 1.04 of this Agreement.
- B. Construction Management and Payment
1. DISTRICT, with the concurrence of PROJECT SPONSOR, shall administer and coordinate the construction-related work as provided herein.
 2. DISTRICT, with concurrence of PROJECT SPONSOR, shall select and award construction contract(s).
 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes PROJECT SPONSOR. The contractor shall be required to indemnify, defend, and hold harmless PROJECT SPONSOR. Copies of the insurance coverage shall be provided to PROJECT SPONSOR upon request.
 4. DISTRICT, with assistance of PROJECT SPONSOR, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of PROJECT SPONSOR, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to PROJECT SPONSOR on a weekly basis upon request. DISTRICT shall retain an engineer to perform all or a part of these duties.
 5. DISTRICT, with concurrence of PROJECT SPONSOR, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all reasonable times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.
 8. DISTRICT, with concurrence of PROJECT SPONSOR, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents
 10. DISTRICT shall provide PROJECT SPONSOR a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall

be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

1.08 RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSOR needed to complete PROJECT in a timely manner. PROJECT SPONSOR agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to PROJECT SPONSOR.

1.09 PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer, if requested by PROJECT SPONSOR. In any event DISTRICT shall have no responsibility for a public relations program but shall assist PROJECT SPONSOR as needed and appropriate.

1.10 EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

Electronic signatures shall be permitted to bind the PARTIES to this Agreement, and all subsequent documents requiring the signatures of the PARTIES to this Agreement. Documents requiring notarization may also be notarized by electronic signatures. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to 121. However, the PARTIES agree that only electronic signatures created by electronic signature software including but not limited to DocuSign shall be permitted.

Part 2

2.01 OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that, if PROJECT SPONSOR owns the property on which PROJECT is constructed either in fee or non-revocable easement, PROJECT SPONSOR shall be responsible for same including but not limited to fully complying with the remaining provisions of this Paragraph 2.01. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. PROJECT SPONSOR may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld. If, in the future, PROJECT SPONSOR disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to

diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and PROJECT SPONSOR has not obtained the written approval of DISTRICT prior to such action, PROJECT SPONSOR shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT. However, PROJECT SPONSOR shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as PROJECT SPONSOR has taken reasonable action to stop those actions. In the event PROJECT SPONSOR breaches the terms and provisions of this Paragraph 2.01 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against PROJECT SPONSOR for specific performance of this portion of the Agreement.

2.02 MAINTENANCE

PARTIES agree that PROJECT SPONSOR shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at PROJECT SPONSOR's request, shall assist PROJECT SPONSOR with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to PROJECT SPONSOR, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

2.03 FLOODPLAIN REGULATION

PROJECT SPONSOR agrees to regulate and control the floodplain of Hidden Lake Drainageway within their jurisdiction in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that PROJECT SPONSOR cannot obligate itself by contract to exercise its police powers. If PROJECT SPONSOR fails to regulate the floodplain of Hidden Lake Drainageway within their jurisdiction in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and PROJECT SPONSOR shall cooperate fully.

2.04 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds

on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 1.05 herein, except for Paragraph 2.02. FLOODPLAIN REGULATION, Paragraph 2.01. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 2.02. MAINTENANCE.

2.05 LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own negligent or wrongful acts or omissions and may insure against such liabilities as appropriate.

2.06 CONTRACTING OFFICERS

- A. The contracting officer for PROJECT SPONSOR shall be Melanie Walter
- B. The contracting officer for DISTRICT shall be the Executive Director, 12575 W. Bayaud Avenue, Lakewood, Colorado 80228.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

2.07 AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

2.08 SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

2.09 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the county where PROJECT is located.

2.10 ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party or parties to this Agreement.

2.11 BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

2.12 ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

2.13 TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

2.14 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

2.15 APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the PARTIES stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the respective PARTIES.

2.16 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

2.17 GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

2.18 INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer

rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of PROJECT SPONSOR, DISTRICT or any other entity not a party hereto.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND FLOOD CONTROL
DISTRICT
D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

PROJECT SPONSOR

By_____

Name Lauren Simpson

Title Mayor

Date_____

Arvada City Clerk_____

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

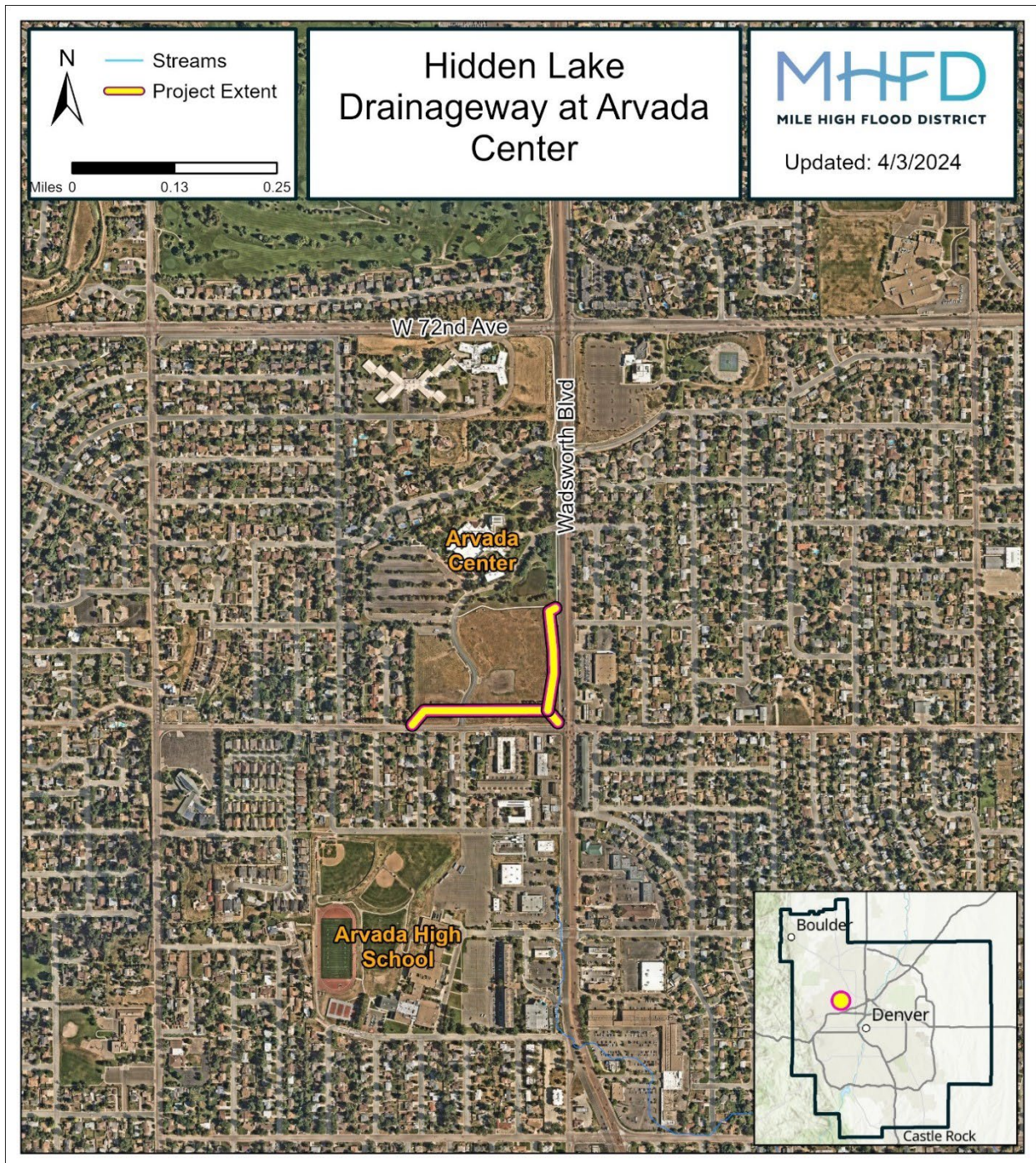
By_____

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
HIDDEN LAKE DRAINAGEWAY AT ARVADA CENTER

Agreement No. 24-04.57

Project No. 110142

Exhibit A





REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: R24-066, A Resolution Adopting the Amended Fee Schedule for the Waste Hauling Program Pursuant to Chapter 90, Solid Waste, of the Arvada City Code, and Authorizing the Second Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” Thereby Increasing Waste Services Fees (Presenter: Sharon Israel, Director of Utilities)

Report in Brief

Presenter: Sharon Israel, Director of Utilities

The resolution updates the fee schedule for the solid waste services provided by Republic Services, Inc. (Republic), and for the services provided by the City, effective July 1, 2024.

Section 90-35, Waste Services Fees, of Arvada’s City Code requires that the City Council, by resolution, establish the fees to be imposed on all City residents to provide funding for City waste services.

The Arvada team recommends that the City Council approve R24-066, A Resolution Adopting the Amended Fee Schedule for the Waste Hauling Program Pursuant to Chapter 90, Solid Waste, of the Arvada City Code, and Authorizing the Second Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” Thereby Increasing Waste Services Fees.

Financial Impact

This adjustment to solid waste services fees is a combination of a pass-through of a service price change from Republic and an increase of the City fees, and increases the amount that the City customers will pay for the solid waste and recycling services provided by Republic and the City. This fee increase will be effective to customers on July 1, 2024.

Background

The solid waste services fee schedule is being updated to reflect a price increase from Republic Services in accordance with our contract. The increase in fees is 3.50% and is effective July 1, 2024. The solid waste services fee schedule is also being updated to reflect the increased cost of services that the City provides to the program. Customers will see an increase in their bills effective after July 1, 2024.

Discussion

In July 2020, City Council approved a contract with Republic to provide solid waste and recycling services to the City of Arvada. The prices adopted in 2020 were effective for two years and remained the same until August 2023, when Republic increased their fees, per the contract.

Per the contract, Republic has the ability to request a price increase annually, provided that they can demonstrate that the National Water/Sewer/Trash Index increased during the previous 12 months. The Republic team has provided that information. Per the contract, this increase can be no higher than the contractual ceiling of 3.50%.

SUBJECT: R24-066, A Resolution Adopting the Amended Fee Schedule for the Waste Hauling Program Pursuant to Chapter 90, Solid Waste, of the Arvada City Code, and Authorizing the Second Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” Thereby Increasing Waste Services Fees (Presenter: Sharon Israel, Director of Utilities)

PAGE: 2
ITEM: 8.B.3.

Effective July 1, 2024, the prices for the services that Republic provides will increase by 3.50%.

The City also charges fees to customers to pay for items such as: salaries/benefits for City team members who support the program, principal and interest to repay the Water Fund for a 2020 loan to start the program; the mattress recycling contract; the leaf recycling contract and expenses; and normal expenses associated with running an enterprise program.

This fee has not increased since the program began in 2021. The City team now has more data about the requirements to run this program, and is recommending an increase to the City's fee to support the program.

The overall increase to a customer receiving service for a 35-gallon trash cart will be \$0.92/month.

The overall increase to a customer receiving service for a 65-gallon trash cart will be \$1.06/month.

The overall increase to a customer receiving service for a 95-gallon trash cart will be \$1.21/month.

The overall increase to a customer who lives in an HOA and receives the Minimum Program services will be \$0.62/month.

The overall increase to a customer who does not live in an HOA and receives the Minimum Program services will be \$0.77/month.

Our customers will see this on their bills beginning on July 1, 2024.

The Waste Hauling Program is an Enterprise Fund, which is defined as a government-owned business that receives revenue in return for providing a good or service. The recommended City fee increases will allow the program to be fully funded by revenues received from customers who receive Waste Hauling Program services.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

This action aligns with the Infrastructure Principle in the City Council Strategic Plan:

Provides the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.

Alternative Courses of Action

1. Approve the Resolution, adopting the amended waste and recycling service fees per the city's contract with Republic, and adopting an increase to the City's fees.

2. Do not approve the Resolution. The city team does not recommend this alternative, as Republic has provided the appropriate documentation to support the increase, and the City fee recommendation has been calculated to fully fund the program. Charging the appropriate fees to maintain the program aligns with the definition of an Enterprise Fund. This alternative would also put the City out of compliance with contractual obligations.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-066, A Resolution Adopting the Amended Fee Schedule for the Waste Hauling Program Pursuant to Chapter 90, Solid Waste, of the Arvada City Code, and Authorizing the Second

SUBJECT: R24-066, A Resolution Adopting the Amended Fee Schedule for the Waste Hauling Program Pursuant to Chapter 90, Solid Waste, of the Arvada City Code, and Authorizing the Second Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” Thereby Increasing Waste Services Fees (Presenter: Sharon Israel, Director of Utilities)

PAGE: 3
ITEM: 8.B.3.

Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” Thereby Increasing Waste Services Fees.

Suggested Motion:

I move that R24-066, A Resolution Adopting the Amended Fee Schedule for the Waste Hauling Program Pursuant to Chapter 90, Solid Waste, of the Arvada City Code, and Authorizing the Second Amendment to “An Agreement Between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services” Thereby Increasing Waste Services Fees, be (approved) (rejected).

Prepared by:
Christine Gray, Utilities Business Manager

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	5/23/2024
Bryan Archer, Director of Finance	5/23/2024
Jessica Morales, Assistant City Attorney	5/30/2024
Tammy Hedlund, Legal Specialist	5/30/2024
Don Wick, Deputy City Manager	5/30/2024
Rachel Morris, City Attorney	5/31/2024
Lorie Gillis, City Manager	6/3/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-066

A RESOLUTION ADOPTING THE AMENDED FEE SCHEDULE FOR THE WASTE HAULING PROGRAM PURSUANT TO CHAPTER 90, SOLID WASTE, OF THE ARVADA CITY CODE, AND AUTHORIZING THE SECOND AMENDMENT TO “AN AGREEMENT BETWEEN THE CITY OF ARVADA AND ALLIED WASTE TRANSPORTATION, INC. D/B/A REPUBLIC SERVICES OF DENVER FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES” THEREBY INCREASING WASTE SERVICES FEES

WHEREAS, upon approval of the City Council, the City and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver (“Republic”) entered into an agreement on June 17, 2020, wherein Republic would provide residential trash and recycling collection services for the residents of the City (the “Original Agreement”); and

WHEREAS, section 19.1 of the Original Agreement allows for annual price changes, beginning July 1, 2023; and

WHEREAS, in compliance with section 19.1 of the Original Agreement, this Second Amendment to the Original Agreement will increase Republic’s pricing by 3.5%; and

WHEREAS, the City needs to increase its Waste Hauling Program fees, which are imposed on all city residents; and

WHEREAS, pursuant to section 90-35(a) of the Arvada City Code the “City [C]ouncil shall, by resolution, establish the fees to be imposed on all city residents receiving city utility services, regardless of whether the city's residential waste collection services are actually utilized by such resident. The fees shall be billed in conjunction with the charge for city utility services and such fees shall be due and payable at the same time and place as the charge for city utility services.”

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

Section 1. The City Council hereby adopts the Amended Fee Schedule for the Waste Hauling Program in accordance with Chapter 90 of the Arvada City Code, as attached hereto, and any prior version of said fee schedule inconsistent with that attached hereto is amended to conform.

Section 2. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, the Second Amendment to an Agreement between the City of Arvada and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver for Residential Solid Waste Collection Services, which is in substantially the same form as that attached hereto, thereby increasing Republic’s prices in accordance with Chapter 90 of the Arvada City Code.

Section 3. This Fee Schedule set forth herein shall be effective July 1, 2024.

Section 4. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 17th day of June, 2024.

ATTEST:

City Clerk

Lauren Simpson, Mayor

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

BY: _____

FEE SCHEDULE
FOR
WASTE HAULING PROGRAM
PURSUANT TO CHAPTER 90, SOLID WASTE, OF THE ARVADA CITY CODE
EFFECTIVE JULY 1, 2024

Item	Republic Fee
35 Gallon Cart Service	\$8.94
65 Gallon Cart Service	\$13.36
95 Gallon Cart Service	\$17.79
Extra Trash cart	\$3.84
Extra Recycling cart	\$2.41
Minimum Service Fee	\$4.55
Bulk Item Collection	\$16.16
Roll-off: Waste	\$294.67
Roll-off: Green Waste (composted)	\$401.71
Cart Exchange more than twice per year	16.06

Item	City Fee
Enterprise Fee + cart replacement fees	\$2.26
City Program Fee	\$1.50

REDLINE/STRIKETHROUGH VERSION

**FOR INFORMATION ONLY -- NOT PART OF THE WASTE SERVICE FEE
SCHEDULE**

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

Item	Republic Fee
35 Gallon Cart Service	<u>\$8.94</u> 8.55
65 Gallon Cart Service	<u>\$13.36</u> 12.82
95 Gallon Cart Service	<u>\$17.79</u> 17.10
Extra Trash cart	<u>\$3.84</u> 3.62
Extra Recycling cart	<u>\$2.41</u> 2.33
Minimum Service Fee	<u>\$4.55</u> 4.40
Bulk Item Collection	<u>\$16.16</u> 15.53
Roll-off: Waste	<u>\$294.67</u> 284.62
Roll-off: Green Waste (composted)	<u>\$401.71</u> 388.13
Cart Exchange more than twice per year	<u>\$16.06</u> 15.53

Item	City Fee
Enterprise Fee + cart replacement fees	<u>\$2.26</u> 2.36
City Program Fee	<u>\$1.50</u> 0.88

**SECOND AMENDMENT
TO “AN AGREEMENT BETWEEN THE CITY OF ARVADA
AND ALLIED WASTE TRANSPORTATION, INC. D/B/A
REPUBLIC SERVICES OF DENVER FOR RESIDENTIAL
SOLID WASTE COLLECTION SERVICES”**

1. PARTIES. The parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 ("Arvada") and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver, a Colorado corporation whose principal place of business is located at 18500 North Allied Way, Phoenix, Arizona 85054 ("Contractor").

2. RECITALS AND PURPOSE.

2.1. Arvada required a qualified firm to provide residential trash and recycling collection services for the City of Arvada.

2.2. On or about May 24, 2019, Arvada issued a Request for Proposal for Arvada Organized Waste Hauling, RFP-19-Organized Waste Hauling ("Original RFP") seeking proposals from qualified firms to provide professional services described in Sec. 2.1. On September 6, 2019, Arvada issued an additional Request for Best and Final Proposal, RFP-19-Organized Waste Hauling BAFP ("BAFP") to the four pre-qualified Contractors from the Original RFP.

2.3. On or about June 17, 2020, Arvada and Contractor entered into an agreement for these residential trash and recycling services ("Original Agreement").

2.4. On or about July 18, 2023, the Parties executed the First Amendment to the Original Agreement ("First Amendment"). The purpose of the First Amendment was to accept and incorporate Contractor's increase in pricing, in compliance with Section 19.1 of the Original Agreement.

2.5. For the convenience of the parties, (due to the voluminous nature of the Original Agreement and First Amendment), the Original Agreement and First Amendment are not attached hereto but are incorporated herein by reference.

2.6. Section 19.1 of the Original Agreement allows for annual price changes, beginning July 1, 2023. Specifically, the Original Agreement states as follows:

"19 .1 Annual price change: Annually, effective at the end of the second year of the Agreement, July 1, 2023, Contractor shall have the option to increase prices. During the option periods, the City will consider an adjustment to the pricing structure. For consideration of price increases above, the Contractor must document that it was subject to price increases by the agreed upon National Water/Sewer/Trash Index. This change shall be based on the most recent 12 month period available. Price adjustments shall not fall below a floor of 2.5% and shall not exceed a ceiling of 3.5%

annually, plus any new Regulatory fees imposed by state or national agencies or law, subject to approval by City Council Resolution. The Contractor shall request in writing 90 days prior to the annual initial service contract renewal date the calculated price change and updated price form exhibits."

2.7. The purpose of this Second Amendment to the Original Agreement ("Second Amendment") is to accept and incorporate Contractor's increase in pricing, in compliance with Section 19.1 of the Original Agreement.

3. CONTRACT DOCUMENTS AND EXHIBITS. The Contract Documents shall consist of this Second Amendment, the First Amendment, and the Original Agreement together with the following:

Exhibit A: Contractor's 2024 Price Increases (Replaces Exhibit 5 of Original Agreement)

Exhibit B: Contractor's Documentation of Basis for Price Increase

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

4. CHANGES IN PRICING FOR THIS SECOND AMENDMENT. The pricing contained in **Exhibit A** to this Second Amendment shall replace the pricing on **Exhibit 5** of the Original Agreement, as amended by the First Amendment.

5. FULL FORCE AND EFFECT. All other terms and conditions shall be as set forth in the Original Agreement and First Amendment. In the event of a conflict between the terms of this Second Amendment and the terms of the Original Agreement and First Amendment, the terms of this Second Amendment shall control.

(Remainder of page intentionally left blank. Signatures on next page.)

DATED this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

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

By: _____

**ALLIED WASTE TRANSPORTATION, INC.
D/B/A REPUBLIC SERVICES OF DENVER**

Dan DeWaard, General Manager
5075 East 74th Avenue
Commerce City, CO 80022
DDewaard@republicservices.com

Exhibit A

Second Amendment

**To “An Agreement Between the City Of Arvada And
Allied Waste Transportation, Inc. D/B/A Republic Services Of
Denver For Residential Solid Waste Collection Services”**

Pricing Form July 2024

Waste and Recycle Services: performed by Republic Services. City Wide based on approximately 26,000 households. Volume based pricing. Residents select 35, 65 or 95 gallon carts. 95 gallon recycle cart is included.

Service for 35 Gallon Waste Cart	<u>\$8.94 per household, per month</u>
Service for 65 Gallon Waste Cart	<u>\$13.36 per household, per month</u>
Service for 95 Gallon Waste Cart	<u>\$17.79 per household, per month</u>
Extra Cart Pricing – Trash - Any Size	<u>\$3.84/mo (\$42 annually)</u>
Extra Cart Pricing – Recycle - Any Size	<u>\$2.41/mo (\$27 annually)</u>
Minimum Service Fee	<u>\$4.55 per household, per month</u>

To qualify for an additional Trash or Recycle Cart, a resident must already subscribe to the largest trash or recycle cart, which is 95 gallon in size.

Additional Optional Services:

Cart Exchange more than twice per year	<u>\$16.06 per cart/per exchange</u>
--	--------------------------------------

Bulk Program is NOT included in the pricing above.

- A. Bulky item collection performed as drop off events 2 times per year, east and west sides of the City, at least two days per event including a weekend day, billed to the City. Residents included in the program will receive a voucher indicating valid participation.

\$294.67 per 30 yard roll off

15 -30 yard roll offs provided to the city Free each contract year

- B. Curbside bulk pick-up for a fee billed to the Household:

- a. Curbside Bulk \$16.16 per bulk item

Spring and Fall Leaf and Debris Drop Off:

Three (3) weekends per event for Fall Leaf Recycling and one (1) weekend for Spring Leaf/Debris drop off. Pricing below reflects the collected material will be composted.

Fall Events	<u>\$401.71 per 30 yard roll off</u>
Spring Events	<u>\$401.71 per 30 yard roll off</u>

Exhibit B

Second Amendment

**To “An Agreement Between The City Of Arvada And
Allied Waste Transportation, Inc. D/B/A Republic Services Of
Denver For Residential Solid Waste Collection Services”**



March 18, 2024

City of Arvada
RE: 2024 Price Increase Calculation
Attn: Chris Kampmann,

Republic Services is sending notification of the upcoming price increase that will go into effect on July 1, 2024. Below is the contract language giving direction on the price increase process.

Annual price change: Annually, effective at the end of the second year of the Agreement, July 1, 2023, Contractor shall have the option to increase prices. During the option periods, the city will consider an adjustment to the pricing structure. For consideration of price increases above, the Contractor must document that it was subject to price increases by the agreed upon National Water/Sewer/Trash Index. This change shall be based on the most recent 12month period available. Price adjustments shall not fall below a floor of 2.5% and shall not exceed a ceiling of 3.5% annually, plus any new Regulatory fees imposed by state or national agencies or law, subject to approval by City Council Resolution. The Contractor shall request in writing 90 days prior to the annual initial service contract renewal date the calculated price change and updated price form exhibits.

Based on the above contract language, the City of Arvada Residential Solid Waste Collection Services will see a rate increase of 3.5%, the contractual ceiling. Currently, the 12-month running average for Water/Sewer/Trash based off the Bureau of Labor Statistics is at 5.49% through February 2024, the most current data available.

In addition, the CDPHE Solid Waste and Materials Management Department has also issued the 2024 Solid Waste User Fee Increase Notice-Front Range Waste Diversion Fee. This pass through would fall under Regulatory Fees and added \$0.09 to the rates below. The following services are exempt from this solid waste fee: Opt-Out Fee, Extra Recycle Cart and the Green Waste Roll Offs. I have attached as part of this letter the 2023 and 2024 CDPHE Fee statements for reference. Republic Services has not applied the State Solid Waste Fee since 2022. The total Solid Waste Fee from 2022 to 2024 is \$0.09 per home per month. Below are the new service rates that will be invoiced by Republic Services. These rates do not include the service fees from the City of Arvada.

- Minimum Service Fee = \$4.55
- 35 Trash Waste Cart = \$8.94
- 65 Trash Waste Cart = \$13.36
- 95 Trash Waste Cart = \$17.79
- Xtra Cart Trash – any size = \$3.84
- Xtra Cart Recycle – any size = \$2.41
- Bulk Item Collection = \$16.16
- Roll Off – Waste = \$294.67

- Roll Off – Green Waste (composted) = \$401.71

Republic Services appreciates the partnership we have developed with Arvada and the ongoing business relationship. Please reach out with any questions.

Regards,
Mark Petrovich
Republic Services







MEMORANDUM

To: All Operating Front Range Solid Waste Disposal Sites and Facilities
From: David Snapp, Solid Waste and Materials Management Program (303-726-6836)
Date: September 6, 2023
Subject: Solid Waste User Fee Increase Notice - Front Range Waste Diversion Fee

David Snapp
Digitally signed by David Snapp
Date: 2023.09.06 15:16:08 -06'00'

Beginning 2024, [Senate Bill 19-192 Front Range Waste Diversion Enterprise Grant Program](#) requires that landfills in Colorado's Front Range Counties must increase the Front Range Waste Diversion (FRWD) Fee on select solid wastes accepted at your facilities annually for inflation. The Front Range Waste Diversion Fee will increase from sixty cents (\$0.60) per cubic yard per load to sixty four cents (\$0.64) per cubic yard per load to on January 1, 2024. This fee change is defined in statute in § 25-16-104.5(3.9)(c), C.R.S. The other solid waste user fees that existed prior to this new bill will remain at the same current rate.

The fee is applicable to wastes received from commercial vehicles at solid waste sites and facilities in the Front Range, which are defined in the bill as Adams, Arapahoe, Boulder, Douglas, Elbert, El Paso, Jefferson, Larimer, Pueblo, Teller, and Weld and The Cities and Counties of Broomfield and Denver. The fee is also to be assessed on waste originating from the Front Range, but transported for disposal to facilities in Custer, Fremont, Morgan, or Otero Counties.

Certain solid wastes are exempt from the fee if separated out from the rest of the load, including asbestos-containing material, asbestos waste, friable asbestos-containing material as that term is defined in section 25-7-502(6), friable asbestos, nonfriable asbestos waste, regulated asbestos-contaminated soil, nonregulated asbestos-contaminated soil, pathological waste, pharmaceutical waste, ash, biohazardous waste, infectious waste as that term is defined in section 25-15-402(1)(a), medical waste, exploration and production waste as that term is defined in section 30-20-109(1.5)(a)(I), technologically enhanced naturally occurring radioactive material as that term is defined in section 25-11-201(1)(f), grit and sludge, automobile shredder residue, dead animals, special waste liquids, or contaminated soils.

The 2024 rates for non-exempt waste received at, or from, Front Range Counties are in the table below.

Table 1. Matrix of Solid Waste User Fee Components by Waste Volume Reporting Type

Fee/Fund	Car*	Truck*	Cubic Yard	Ton* (MSW)	Ton* (Soil)	Gallon* (1,000G)
Solid waste program	\$0.04	\$0.09	\$0.13	\$0.43	\$0.10	\$0.65
Hazardous substance response fund	\$0.02	\$0.03	\$0.05	\$0.17	\$0.04	\$0.25
Department of Law	\$0.01	\$0.02	\$0.03	\$0.10	\$0.02	\$0.15
Recycling resources economic opportunity program	\$0.02* *	\$0.04**	\$0.14	\$0.47	\$0.11	\$0.70
Front range waste diversion fee	N/A	N/A	\$0.64	\$2.13	N/A	N/A
Total Solid Waste User Fee	\$0.09	\$0.18	\$0.99	\$3.30	\$0.27	\$1.75

* Waste volume types converted to cubic yards using the conversion factors found in Section 1.7.4 of the Regulations

** Rates for non-commercial vehicle types as specified in § 25-16-104.5(3.9)(a), C.R.S.





MEMORANDUM

To: All Operating Front Range Solid Waste Disposal Sites and Facilities
From: David Snapp, Solid Waste and Materials Management Program (303-726-6836)
Date: August 19, 2022
Subject: Solid Waste User Fee Increase Notice - Front Range Waste Diversion Fee

David Snapp
Digitally signed by David Snapp
Date: 2022.08.19 15:33:49 -06'00'

Please note that, as a result of [Senate Bill 19-192 Front Range Waste Diversion Enterprise Grant Program](#), beginning on January 1, 2023, landfills in Colorado's Front Range Counties must increase the Front Range Waste Diversion Fee on select solid wastes accepted at your facilities. The Front Range Waste Diversion Fee collected at Front Range landfills will increase from forty-five cents (\$0.45) per cubic yard per load to sixty cents (\$0.60) per cubic yard per load on January 1, 2023. Beginning in 2024, the fee will be adjusted annually for inflation. This fee change is defined in statute in § 25-16-104.5(3.9)(c), C.R.S. The other solid waste user fees that existed prior to this new bill will remain at the same current rate.

The fee is applicable to wastes received from commercial vehicles at solid waste sites and facilities in the Front Range, which are defined in the bill as Adams, Arapahoe, Boulder, Douglas, Elbert, El Paso, Jefferson, Larimer, Pueblo, Teller, and Weld and The Cities and Counties of Broomfield and Denver. The fee is also to be assessed on waste originating from the Front Range, but transported for disposal to facilities in Custer, Fremont, Morgan, or Otero Counties.

Also, note that certain solid wastes are exempt from the fee if separated out from the rest of the load, including asbestos-containing material, asbestos waste, friable asbestos-containing material as that term is defined in section 25-7-502(6), friable asbestos, nonfriable asbestos waste, regulated asbestos-contaminated soil, nonregulated asbestos-contaminated soil, pathological waste, pharmaceutical waste, ash, biohazardous waste, infectious waste as that term is defined in section 25-15-402(1)(a), medical waste, exploration and production waste as that term is defined in section 30-20-109(1.5)(a)(I), technologically enhanced naturally occurring radioactive material as that term is defined in section 25-11-201(1)(f), grit and sludge, automobile shredder residue, dead animals, special waste liquids, or contaminated soils.

The 2023 rates for non-exempt waste received at, or from, Front Range Counties are shown in the table below.

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Solid waste program	\$0.04	\$0.09	\$0.13	\$0.43	\$0.10	\$0.65
Hazardous substance response fund	\$0.02	\$0.03	\$0.05	\$0.17	\$0.04	\$0.25
Department of Law	\$0.01	\$0.02	\$0.03	\$0.10	\$0.02	\$0.15
Recycling resources economic opportunity program	\$0.02**	\$0.04**	\$0.14	\$0.47	\$0.11	\$0.70
Front range waste diversion fee	N/A	N/A	\$0.60	\$2.00	N/A	N/A
Total Solid Waste User Fee	\$0.09	\$0.18	\$0.95	\$3.17	\$0.27	\$1.75

* Waste volume types converted to cubic yards using the conversion factors found in Section 1.7.4 of the Regulations

** Rates for non-commercial vehicle types as specified in § 25-16-104.5(3.9)(a), C.R.S.



Consumer Price Index - All Urban Consumers - *Not Seasonally Adjusted*

Area: U.S. city average

Item: Water & sewer & trash collection

Base Period: Dec 1997=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	218.37	219.04	219.65	220.51	221.36	221.4	221.36	222.55	223.11	223.42	224.4	224.75
MTM % Change	0.40%	0.55%	0.16%	0.20%	0.18%	0.15%	0.47%	0.92%	0.15%	0.10%	0.29%	0.18%
2017	226.41	227.28	227.55	228.13	228.4	228.6	229.01	229.77	230.14	230.61	231.52	231.84
MTM % Change	0.45%	0.31%	0.28%	0.39%	0.39%	0.02%	-0.02%	0.54%	0.25%	0.14%	0.44%	0.15%
2018	232.98	233.86	234.22	235.14	235.88	236.49	237.19	238.44	238.51	238.94	241.77	242.2
MTM % Change	0.74%	0.38%	0.12%	0.26%	0.12%	0.09%	0.18%	0.33%	0.16%	0.21%	0.39%	0.14%
2019	241.61	242.01	242.61	243.49	243.77	244.32	244.94	245.55	245.9	246.74	247.36	247.57
MTM % Change	-0.25%	0.17%	0.25%	0.36%	0.12%	0.23%	0.25%	0.25%	0.14%	0.34%	0.25%	0.08%
2020	248.85	249.75	250.36	250.67	250.92	251.44	252.4	253.97	254.27	254.78	255.65	256.46
MTM % Change	0.52%	0.36%	0.24%	0.13%	0.10%	0.21%	0.38%	0.62%	0.12%	0.20%	0.34%	0.32%
2021	257.72	258.76	259.2	259.58	259.54	260.4	261.71	262.81	263.75	264.28	264.58	265.37
MTM % Change	0.49%	0.40%	0.17%	0.15%	-0.02%	0.33%	0.50%	0.42%	0.36%	0.20%	0.11%	0.30%
2022	268.13	269.52	269.62	270.42	270.84	271.93	273.1	274.98	276.76	276.89	277.82	278.46
MTM % Change	1.04%	0.52%	0.04%	0.30%	0.16%	0.40%	0.43%	0.69%	0.65%	0.05%	0.34%	0.23%
2023	281.46	283.66	284.17	285.05	286.32	287.46	289.01	290.98	291.28	291.68	292.69	292.92
MTM % Change	1.08%	0.78%	0.18%	0.31%	0.45%	0.40%	0.54%	0.68%	0.10%	0.14%	0.35%	0.08%
2024	297.08	298.75	0	0	0	0	0	0	0	0	0	0
MTM % Change	1.42%	0.56%	-100.00%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

2016 CPI Actual

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly	3.87%	3.61%	3.74%	3.94%	4.15%	4.01%	3.50%	3.11%	3.21%	3.25%	3.41%	3.39%
Rolling 12 Month Avg	4.37%	4.29%	4.23%	4.18%	4.14%	4.09%	4.02%	3.89%	3.76%	3.68%	3.63%	3.60%

2017 CPI Actual

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly	3.68%	3.76%	3.60%	3.46%	3.18%	3.25%	3.46%	3.24%	3.15%	3.22%	3.17%	3.16%
Rolling 12 Month Avg	3.58%	3.59%	3.58%	3.54%	3.46%	3.40%	3.40%	3.41%	3.40%	3.40%	3.38%	3.36%

2018 CPI Actual

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
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Monthly	2.90%	2.90%	2.93%	3.07%	3.28%	3.45%	3.57%	3.77%	3.64%	3.61%	4.43%	4.47%
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Rolling 12 Month Avg	3.29%	3.22%	3.17%	3.13%	3.14%	3.16%	3.17%	3.22%	3.26%	3.29%	3.39%	3.50%
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2019 CPI Actual

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
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Monthly	3.70%	3.49%	3.58%	3.55%	3.35%	3.31%	3.27%	2.98%	3.10%	3.27%	2.31%	2.21%
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Rolling 12 Month Avg	3.57%	3.62%	3.67%	3.71%	3.72%	3.70%	3.68%	3.61%	3.57%	3.54%	3.36%	3.17%
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2020 CPI Actual

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
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Monthly	3.00%	3.20%	3.19%	2.95%	2.93%	2.91%	3.04%	3.43%	3.40%	3.26%	3.35%	3.59%
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Rolling 12 Month Avg	3.11%	3.09%	3.06%	3.01%	2.98%	2.94%	2.92%	2.96%	2.99%	2.99%	3.07%	3.19%
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2021 CPI Actual

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
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Monthly	3.57%	3.61%	3.53%	3.55%	3.44%	3.57%	3.69%	3.48%	3.73%	3.73%	3.49%	3.47%
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Rolling 12 Month Avg	3.24%	3.27%	3.30%	3.35%	3.39%	3.45%	3.50%	3.50%	3.53%	3.57%	3.58%	3.57%
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2022 CPI Actual

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
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Monthly	4.04%	4.16%	4.02%	4.18%	4.35%	4.43%	4.35%	4.63%	4.93%	4.77%	5.01%	4.94%
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Rolling 12 Month Avg	3.61%	3.66%	3.70%	3.75%	3.83%	3.90%	3.95%	4.05%	4.15%	4.24%	4.37%	4.41%
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2023 CPI Actual

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
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REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.4.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: R24-067, A Resolution Authorizing Acceptance of an Intergovernmental Agreement Between the City of Arvada and the Arvada Fire Protection District for the Placement and Operation of a Remote Automated Weather Station Near 7688 CO-93, Golden, CO 80401 Also Known as the Arvada Associated Modelers Airpark (Presenter: Laura Hemler, Assistant City Attorney II)

Report in Brief

PRESENTER: Laura Hemler, Assistant City Attorney II

To assist in Arvada Fire Protection District's (AFPD) monitoring of wildfire risk in and around Arvada, AFPD has requested, and Arvada wishes to grant, a license over a portion of Property upon which AFPD will maintain and operate a 20 foot x 20 foot area for a Remote Automated Weather Station (RAWS).

The Arvada team recommends that the City Council approve R24-067, A Resolution Authorizing Acceptance of an Intergovernmental Agreement Between the City of Arvada and the Arvada Fire Protection District for the Placement and Operation of a Remote Automated Weather Station Near 7688 CO-93, Golden, CO 80401 Also Known as the Arvada Associated Modelers Airpark.

Financial Impact

There is no financial impact on the City of Arvada associated with this IGA.

Background

The Arvada Fire Protection District has funds to purchase and maintain a remote automated weather station (RAWS). The RAWS will give AFPD real-time weather information that can be used during emergency incidents and pre-planning. The best identified location of the RAWS system is on city property. AFPD will pay for, install, and maintain the equipment. AFPD will also share the data that is captured by the RAWS with the City of Arvada.

Discussion

AFPD shall be solely responsible for maintenance and repair of the licensed area during the term of this IGA. AFPD shall be liable to Arvada for all reasonable repair and maintenance performed by Arvada as a result of AFPD's failure to do so. The term of the IGA shall remain in effect for five years unless otherwise agreed to in writing by the Parties, and subject to availability of funds. The IGA will automatically renew for five-year periods unless Arvada or the AFPD provides 60 calendar days' notice of non-renewal or if AFPD ceases to use the area for a period of 90 calendar days.

AFPD shall keep, at its expense, all equipment associated with the RAWS in good working order at all times during the term of this IGA. AFPD is also responsible for maintaining any utilities necessary to operate the RAWS. AFPD shall construct and maintain a 6-foot, chain link fence around 10 foot x 10 foot area containing the RAWS. AFPD shall allow Arvada access into the licensed area at any time.

There is no cost associated with this IGA. AFPD will allow the City of Arvada full access to the data gathered by the RAWS at all times during the term of the IGA.

SUBJECT: R24-067, A Resolution Authorizing Acceptance of an Intergovernmental Agreement Between the City of Arvada and the Arvada Fire Protection District for the Placement and Operation of a Remote Automated Weather Station Near 7688 CO-93, Golden, CO 80401 Also Known as the Arvada Associated Modelers Airpark
(Presenter: Laura Hemler, Assistant City Attorney II)

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Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Approval of this IGA aligns with the following City Council Strategic Results associated with Quality of Life: *Foster an accessible and inclusive community that preserves and improves quality of life and ensures a safe and thriving place for all community members.*

Alternative Courses of Action

1. Approve R24-067, A Resolution Authorizing Acceptance of an Intergovernmental Agreement Between the City of Arvada and the Arvada Fire Protection District for the Placement and Operation of a Remote Automated Weather Station Near 7688 CO-93, Golden, CO 80401 Also Known as the Arvada Associated Modelers Airpark.
2. Do not approve R24-067, A Resolution Authorizing Acceptance of an Intergovernmental Agreement Between the City of Arvada and the Arvada Fire Protection District for the Placement and Operation of a Remote Automated Weather Station Near 7688 CO-93, Golden, CO 80401 Also Known as the Arvada Associated Modelers Airpark.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-067, A Resolution Authorizing Acceptance of an Intergovernmental Agreement Between the City of Arvada and the Arvada Fire Protection District for the Placement and Operation of a Remote Automated Weather Station Near 7688 CO-93, Golden, CO 80401 Also Known as the Arvada Associated Modelers Airpark.

Suggested Motion:

I move that R24-067, A Resolution Authorizing Acceptance of an Intergovernmental Agreement Between the City of Arvada and the Arvada Fire Protection District for the Placement and Operation of a Remote Automated Weather Station Near 7688 CO-93, Golden, CO 80401 Also Known as the Arvada Associated Modelers Airpark, be (approved) (rejected).

Prepared by:

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods 5/23/2024

Laura Hemler, Assistant City Attorney 5/23/2024

SUBJECT: R24-067, A Resolution Authorizing Acceptance of an Intergovernmental Agreement Between the City of Arvada and the Arvada Fire Protection District for the Placement and Operation of a Remote Automated Weather Station Near 7688 CO-93, Golden, CO 80401 Also Known as the Arvada Associated Modelers Airpark
(Presenter: Laura Hemler, Assistant City Attorney II)

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Bryan Archer, Director of Finance	5/23/2024
Gail Walker, Legal Specialist-Contracts	5/24/2024
Laura Hemler, Assistant City Attorney	5/24/2024
Don Wick, Deputy City Manager	5/24/2024
Rachel Morris, City Attorney	5/31/2024
Lorie Gillis, City Manager	6/3/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-067

A RESOLUTION AUTHORIZING ACCEPTANCE OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA AND THE ARVADA FIRE PROTECTION DISTRICT FOR THE PLACEMENT AND OPERATION OF A REMOTE AUTOMATED WEATHER STATION NEAR 7688 CO-93, GOLDEN, CO 80401 ALSO KNOWN AS THE ARVADA ASSOCIATED MODELERS AIRPARK

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, 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 17th day of June, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF ARVADA AND THE ARVADA FIRE PROTECTION
DISTRICT FOR THE PLACEMENT AND OPERATION OF A
REMOTE AUTOMATED WEATHER STATION NEAR 7608 CO-
93, GOLDEN, CO 80401 ALSO KNOWN AS THE ARVADA
ASSOCIATED MODELERS AIRPARK**

1. **PARTIES.** The Parties to this Intergovernmental Agreement (“IGA” or “Agreement”) are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada” or the “City”) and the Arvada Fire Protection District, a Colorado special district and political subdivision of the State of Colorado whose primary address is 7903 Allison Way, Arvada, CO 80005 (“AFPD”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”

2. **RECITALS AND PURPOSE.**

- 2.1. C.R.S. §29-1-203, as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility.
- 2.2. Each of the Parties is authorized to establish, maintain, and provide emergency response services related to wildfires.
- 2.3. Arvada owns real property near 7608 CO-93, Golden, CO 80401 also known as Arvada Associated Modelers Airpark (the “Property”).
- 2.4. To assist in AFPD’s monitoring of wildfire risk in and around Arvada, AFPD has requested, and Arvada wishes to grant, a license over a portion of the Property upon which AFPD will maintain and operate a 20 foot x 20 foot area for a Remote Automated Weather Station (RAWS) (the “Licensed Use”). The Licensed Use will occur over the 20 foot x 20 foot portion of the Property identified in **Exhibit A**, attached hereto (the “Licensed Area”). The Licensed Area is located West of the Arvada Associated Modelers Airpark.
- 2.5. For good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as set forth herein.

3. **EXHIBITS.**

- 3.1. IGA Documents. The IGA Documents shall consist of this IGA together with the following:

Exhibit A: Map of Licensed Area.

All exhibits referred to in this IGA are attached hereto and are, by reference, incorporated herein for all purposes.

- 3.2. Interpretation of IGA Documents. In the event any matter, term, provision, or condition that is the subject of this IGA requires clarification or is in dispute, or is the subject of a difference of opinion, then the terms of this IGA shall control, and then the terms of **Exhibit A** in that order.

4. **COMPENSATION.** There is no monetary cost to either Party under this IGA.

5. **TERM AND TERMINATION.**

- 5.1. Effective date. This IGA will become effective and binding upon execution by the last Party to sign it.

- 5.2. Term. The term of the IGA shall remain in effect for five years unless otherwise agreed to in writing by the Parties, and subject to availability of funds.

- 5.3. Renewal. Upon expiration of the Term stated in Section 5.2, this IGA will automatically renew for successive five year periods unless terminated by either Party pursuant to Section 5.4.

- 5.4. Termination. Either Party may terminate this IGA upon 60 calendar days' written notice to other Party.

5.4.1. If AFPD ceases its use of the Licensed Area for a period of 90 calendar days, this IGA will automatically terminate.

5.4.2. Upon termination or expiration of this IGA, AFPD shall promptly restore and reclaim the Property at AFPD's expense to Arvada's satisfaction.

5.4.3. AFPD property remaining within the Licensed Area for 30 calendar days after termination or expiration of this IGA shall be deemed abandoned and Arvada shall have the right to dispose of the property. AFPD will be liable for all costs associated with disposal of AFPD's property under this section.

6. **GRANT OF LICENSE.** Arvada hereby grants AFPD a license to conduct the Licensed Use within the Licensed Area, together with reasonable vehicular and pedestrian access to the Licensed Area as described herein and in **Exhibit A**. Prior to commencing any installation, construction, or decommission within the Licensed Area, Licensee will coordinate with Arvada staff to ensure the impact to the Property is minimized.

- 6.1. Personal right. The license granted under this IGA is a personal right to AFPD, and does not run with the land.

- 6.2. Exercise of license. AFPD shall exercise the rights granted under this IGA in such

a manner as to avoid any material impact to Arvada's or the Arvada Associated Modeler's use of the Property.

- 6.3. Encumbrances. AFPD's use of the Property is subject to all prior encumbrances, restrictions, rights, claims, and interests of record, or otherwise.

7. TERMS OF LICENSE.

- 7.1. Maintenance. AFPD shall be solely responsible for maintenance and repair of the Licensed Area during the term of this IGA. AFPD shall be liable to Arvada for all reasonable repair and maintenance performed by Arvada as a result of AFPD's failure to do so.
- 7.2. RAWS Equipment. AFPD shall keep at its expense, all equipment associated with the RAWS in good working order at all times during the term of this IGA. AFPD is also responsible for maintaining any utilities necessary to operate the RAWS.
- 7.3. Fencing. AFPD shall construct and maintain a 6-foot, chain link fence around the Licensed Area. AFPD shall allow Arvada access into the Licensed Area at any time.
- 7.4. Damage. AFPD shall promptly advise Arvada of all damages to property or injuries incurred by persons in any manner relating, either directly or indirectly, to the Property or the activities described herein, but only to the extent known or witnessed by AFPD.
- 7.5. Hazardous materials. AFPD shall not introduce, place, or use hazardous materials on the Property. For purposes of this section, "hazardous materials" means flammable or explosive materials, petroleum or petroleum products, oil, crude oil, methane gas or synthetic gas usable for fuel, radioactive materials, asbestos or any hazardous, toxic or dangerous substances, materials or wastes which are regulated under any applicable county, municipal, state or federal law, rule, ordinance, direction, or regulations as may be amended from time to time.
- 7.6. Data access. AFPD shall allow Arvada access to the data gathered by the RAWS at all times during the term of this IGA.

8. **RELEASE.** Arvada shall not be liable to AFPD or any other person or entity whatsoever for any injury or damage to persons or property occasioned by reason of the use by AFPD and its agents of the Property including the Licensed Area, or by reason of any act or thing done or omitted to be done during the term of this IGA by AFPD or its agents. In consideration for this IGA, AFPD does hereby, to the maximum extent allowed by law, release, waive, and discharge Arvada, its officials, agents, employees, successors and insurers, from and against any and all claims, damages, losses, injuries and expenses, including costs and attorney fees, which arise out of AFPD's acts or omissions. The terms of this paragraph shall survive the termination of this IGA.

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

Arvada: Steve Gustafson, Parks Manager
City of Arvada
8101 Ralston Road
Arvada, Colorado 80002
sgustafson@arvada.org

AFPD: Steven Parker, Fire Marshal
Arvada Fire Protection District
7903 Allison Way
Arvada, CO 80005
Steven.parker@arvadafireco.gov

A Party may designate an employee or volunteer to be responsible for the day-to-day administration of this Agreement. A Party may change the designated day-to-day administrator. Notices that are not required to be sent by U.S. Mail under this Agreement may be sent to the administrator by email.

10. **GENERAL PROVISIONS.**

- 10.1. Force majeure. Any delays in or failure of performance by either Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control and such Party.
- 10.2. Agreement to cooperate only. The Parties are entering into this IGA understanding that it is intended only to facilitate cooperation between the Parties in the provision of the license set forth herein. No separate entity is created by this Agreement.
- 10.3. Employees to remain the employee of the Party. An employee or volunteer of a Party will remain the employee of that Party for all purposes under this Agreement throughout the term of the initial or any renewal term of this Agreement.
- 10.4. Governmental immunity.
- 10.4.1. Each Party shall be responsible for its own negligent or intentional acts or omissions, and for those of its employees and volunteers.
- 10.4.2. The Parties intend that nothing herein shall be deemed or construed as a

waiver by either Party of any immunities, rights, benefits, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*).

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

10.4.4. The Parties enter this Agreement as separate, independent government agencies and maintain that status throughout.

10.5. Insurance. Each Party must, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any renewal, extension, or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by that Party under the terms of this Agreement. A Party's failure to secure and maintain sufficient insurance at any time during the pendency of this Agreement do not relieve that Party of its obligations under this Agreement.

10.6. Additional documents or action. The Parties agree to take any additional action and execute any additional documents that are necessary to carry out this Agreement.

10.7. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other.

10.8. Paragraph captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this IGA.

10.9. Integration, amendment, and severability. The Parties may amend this Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Agreement. If any provision of the Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all the remaining provisions of this Agreement shall continue in full force and effect.

10.10. Default. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered, or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for specific performance or damage or both.

10.11. Waiver of breach. A waiver by a Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

- 10.12. Fund availability. Financial obligations of the Parties after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 10.13. Payments to constitute current expenditures. Financial obligations of the Parties, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the governing body of either Party. The Parties' obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution.
- 10.14. No third-party beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 10.15. Entire agreement; Binding effect. This Agreement represents the entire agreement between the Parties and, except for written amendment authorized by the Parties, there are no oral or collateral agreements or understandings. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representative, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 10.16. Attorneys' fees, costs, and expenses. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.
- 10.17. 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.
- 10.18. Counterpart execution. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

The rest of this page is intentionally left blank.

DATED this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002
lsimpson@arvada.org

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

ARVADA FIRE PROTECTION DISTRICT

Jim Whitfield
Board President
7903 Allison Way
Arvada, CO 80005
jim.whitfield@arvadafireco.gov



REPORT TO CITY COUNCIL

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: Appointment to Arvada Arts and Culture Commission

Report in Brief

City Council will make one appointment to the Arvada Arts and Culture Commission.

Arvada Arts and Culture Commission:

I move to appoint **Tory Fink** to an unexpired term ending 4/30/2026.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Lorie Gillis, City Manager 6/5/2024

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM
11.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: Park Naming Proposal — Arvada Park Advisory Committee

Report in Brief

PRESENTER: Members of the Arvada Park Advisory Committee

The City of Arvada is currently constructing a new park at 10275 W 55th Ave. Construction is progressing on schedule and the city team expects the park to be complete by the end of June 2024.

At the direction of the Arvada City Council, the Arvada Park Advisory Committee has initiated the park naming process, including community engagement, and will present a list of proposed park names for the Council to consider. During the workshop, members of the Arvada Park Advisory Committee will request the Council's feedback on the proposed names.

Background

Strategic Alignment

VCN Strategic Result 2: Complete strategic investments and initiatives to ensure parks, trails, open space, and amenities are in alignment with our diverse, changing, and growing community.

Next Steps

1. Receive City Council feedback on the proposed park names.
2. Return to the City Council to present a name(s) for the Council to review and to select the final name.

Prepared by:

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods 5/22/2024

Bryan Archer, Director of Finance 5/22/2024

Gail Walker, Legal Specialist-Contracts 5/22/2024

Janelle Miller, Assistant City Attorney 5/22/2024

Don Wick, Deputy City Manager

5/22/2024

Rachel Morris, City Attorney

5/24/2024

Lorie Gillis, City Manager

6/3/2024

Enclosure, exhibits & attachments required to support the report

Arvada Park Advisory Committee

June 17, 2024

Holistic Health and Fitness Park Naming Recommendations

APAC Naming Subcommittee:
Abigail Griffith, Karen Miller and Hannah Szakal

Park Background

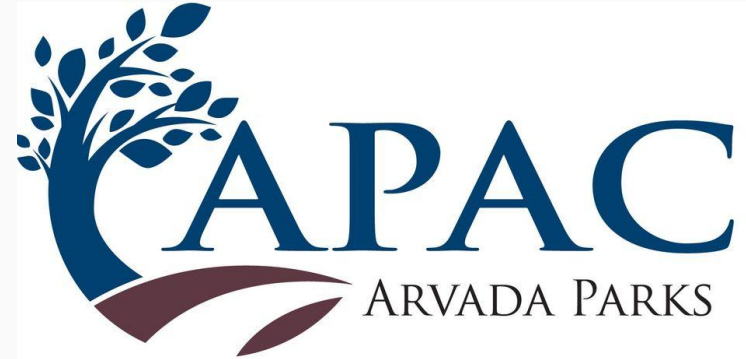
- New whole body, health-based park next to RRCC Arvada campus
- The park will improve community access to free health opportunities and solutions to chronic health issues
- Elements: reflexology path, labyrinth path, outdoor classroom/amphitheatre



Naming Project Overview

Streamlined Park Naming Process

- **May 8 to May 31**
 - Speak Up Arvada project open for community members to submit park name ideas
- **May 8 to June 7**
 - APAC Naming Subcommittee review period
- **June 12:**
 - Name recommendations finalized at monthly APAC meeting



Engagement Tactics

- Front page of the ArvadaCO.gov website and on project webpage
ArvadaCO.gov/HolisticPark
- Promoted through City social media channels and newsletter
- Direct email with Red Rocks Community College staff
- Arvada Press article



Engagement Project Process

- Community members could participate in two ways:
 - a. Submit park name idea with an explanation
 - b. 'Upvote' other name ideas to show support
- APAC Naming Subcommittee met with VCN Communications Manager weekly to review name ideas throughout the process

What should Arvada's newest park be named? *Please include a reason or explanation for your name submission.*

Closed for Comments



Jordan Bateson Serenity Ridge Park- I think serenity is perfect because it is a place of calming and tranquil energy. Ridge is also perfect because it is on a large ridge overlooking Arvada.

21 days ago

Flag 18 Agree

***Upvotes helped streamline process**



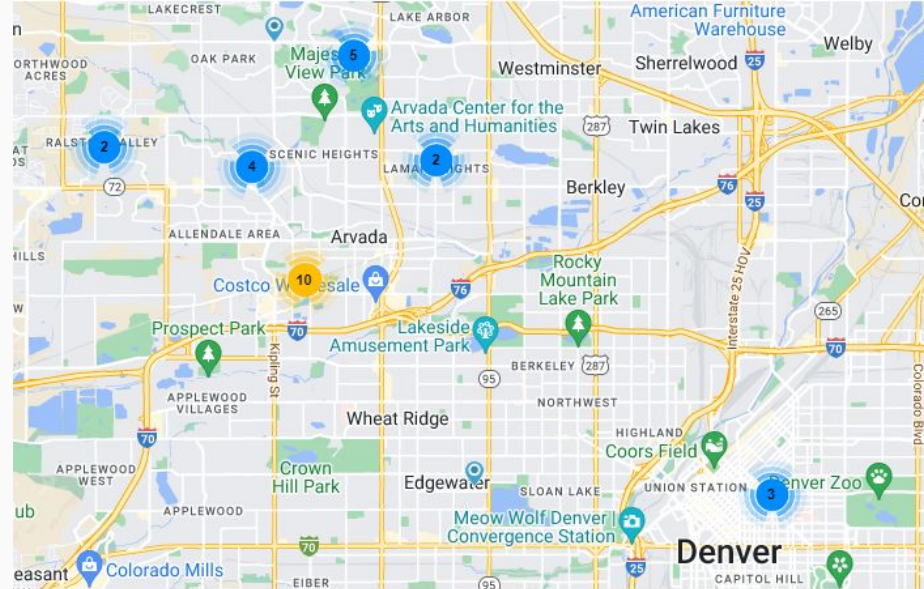
Help Name Arvada's New Park

Arvada's newest park is located at 10275 W. 55th Ave. in the Arvada Ridge area of the city, adjacent to Red Rocks Community College (RRCC). The new park will be one of the first of its kind in the...

[View Results](#)

Engagement Project Results

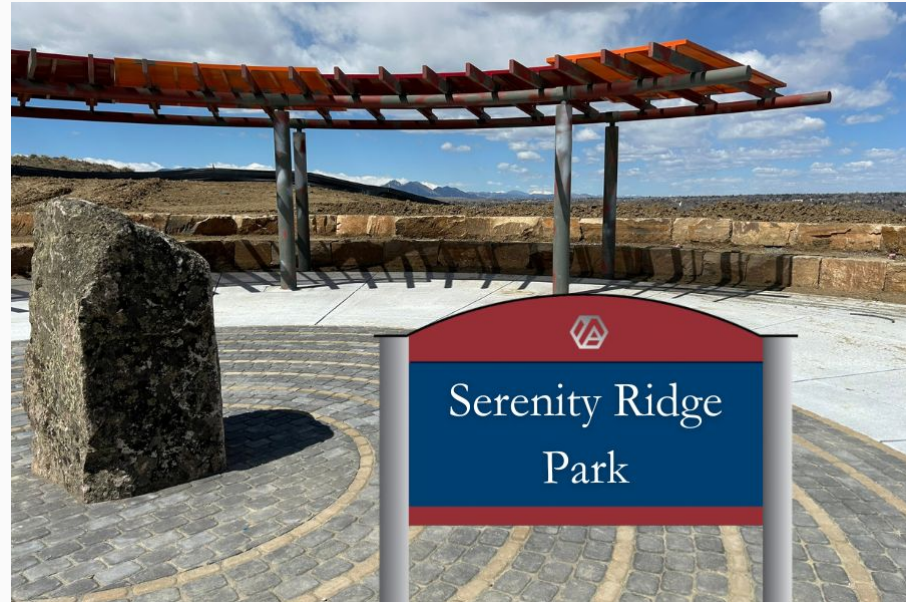
- 1,000+ views of the project page on the City website
- 396 views of the Speak Up project page
- 48 participants submitted 51 name ideas of which 17 name ideas received at least 1 'upvote' of support
- Most participants said they lived in Arvada (not required to share)



APAC's Naming Recommendation: **Serenity Ridge Park**

- Received the most support from the community and APAC Committee
- Describes the park and its location

"I think serenity is perfect because it is a place of calming and tranquil energy. Ridge is also perfect because it is on a large ridge overlooking Arvada." - Jordan Bateson

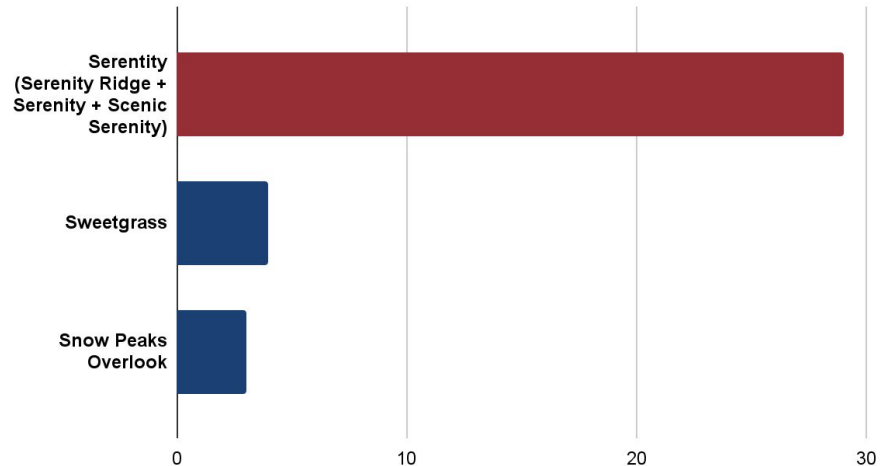


Community Involvement in Naming

Community Support for Serenity Ridge:

- Serenity Ridge - 18
- Scenic Serenity - 11
 - Combined - 29
- Sweetgrass - 4
- Snow Peaks Overlook - 3
- Wellness Circle - 1

Upvotes by Park Name Idea



APAC's Naming Recommendation: **Serenity Ridge Park**

Other Options

- **Wellness Circle Park**
 - Circular elements in the park (labyrinth)
- **Snow Peaks Overlook Park**
 - "Colorado is known for its wonderful mountains and brilliant snow. Arvada is nestled in one of the most advantageous locations to view both."





REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM
11.B.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: 10-Year Model Update

Report in Brief

PRESENTER: Bryan Archer - Finance Director

The 10-year financial model now runs from 2025-2034. Proposed updates to the current plan will be presented by Work System and will include updates to funding, services and initiatives and will reference the new City Council Strategic Plan where appropriate.

Background

The 2025-2026 budget represents the first year of the two-year budget. The 10-year model now goes through the year 2034, adding years 2033 and 2034. The presentation will review changes in the revenue and expenditure assumptions. Updates on the state and local economies will be included along with a discussion on interest rates, inflation and the possibility of a recession. At a minimum, the ten-year models for the General Fund, Parks Fund, Tax Increment Funds, Water, Wastewater, Stormwater, Golf, Solid Waste and Insurance Funds will be presented.

Strategic Alignment

The City's 2-year budget and 10-year financial plans support the City Council's Strategic Plan focus areas of: Homelessness, Housing, Local Economy, Physical and Technological Systems and Quality of Life and the Implementation Principles.

Next Steps

Presentation of the City Manager's proposed budget will occur on September 23 and October 14. The first reading of the Budget Adoption Ordinance is scheduled for October 7 and the public hearing is scheduled on October 21.

Prepared by:

Bryan Archer, Director of Finance

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	5/29/2024
Bryan Archer, Director of Finance	5/29/2024
Gail Walker, Legal Specialist-Contracts	5/30/2024
Laura Hemler, Assistant City Attorney	5/30/2024
Linda Haley, Deputy City Manager	5/30/2024

Rachel Morris, City Attorney

5/31/2024

Lorie Gillis, City Manager

6/3/2024

Enclosure, exhibits & attachments required to support the report

2025-2026 10-Year Model Presentation

City Council
June 17 , 2024



Schedule of Events

June 17	Presentation of 10-year model, assumption changes
July-August	City team budget work
August 30	City Manager's recommended budget to Council
September 23	City Manager's recommended budget - 1st workshop
October 7	First Reading of budget
October 14	City Manager's recommended budget - 2nd workshop Pay Plan presentation
October 21	Adoption of budget

Overview

- Models run from 2025-2034
- Changes due to inflation, market conditions, updates to revenue, expenditure assumptions
- 10-year Financial plans
 - General Fund
 - Parks
 - Police Tax Increment (TI) Funds
 - Enterprise Funds (Water, Waste, Storm, Golf, Solid Waste)
 - Internal Service Funds (Insurance, Computers, Vehicles, Buildings) not presented tonight

10-Year Financial Plans

Expenditure Assumptions - All Funds

Market Rate Adjustments

- 2025: 2% (1%)
- 2026-2034 2%

Steps budget at 100%

- 2025: 1.75%

Health Care

- 2025-2034: 5%

Line Items

- Ongoing inflation increase kept at 3%
- Contracts adjusted, 10-25% increases
- Internal Service Funds adjusted to reflect actual inflation costs, 5-30% increases

Ten-Year Financial Models
General Fund - Table 1

	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast	2028 Forecast	2030 Forecast	2032 Forecast	2034 Forecast
REVENUES								
Taxes	\$ 102,590,690	\$ 103,174,072	\$ 105,796,140	\$ 108,197,239	\$ 112,941,859	\$ 118,606,202	\$ 124,583,003	\$ 131,676,041
Licenses, Permits and Fees	4,142,625	3,961,453	3,940,131	3,939,293	3,999,120	4,061,038	4,125,158	4,202,483
Intergovernmental	5,344,279	5,652,372	5,526,695	5,581,562	5,692,945	5,806,573	5,922,480	6,040,718
Charges for Services	5,043,568	4,672,851	4,795,937	4,722,715	4,987,795	5,269,019	5,567,369	5,883,889
Fines & Forfeits	1,015,577	896,879	906,460	924,865	962,231	1,001,105	1,041,551	1,083,630
Miscellaneous	8,887,962	6,907,622	8,357,561	7,276,687	4,620,573	4,436,606	4,460,748	4,658,904
Other Financing Sources	670,677	-	-	-	-	-	-	-
Revenue Transfer	282,765	2,573,522	2,663,736	2,769,340	2,961,545	3,138,456	3,300,244	3,028,571
Total General Fund Revenue	\$ 127,978,143	\$ 127,838,771	\$ 131,986,660	\$ 133,411,701	\$ 136,166,068	\$ 142,319,000	\$ 149,000,553	\$ 156,574,236
EXPENDITURES								
Personnel	\$ 49,509,581	\$ 57,156,603	\$ 60,875,889	\$ 63,004,940	\$ 67,934,290	\$ 72,122,515	\$ 75,931,869	\$ 79,600,053
Services & Charges	14,961,706	24,609,801	15,891,490	16,379,343	17,439,149	18,371,977	19,379,232	20,531,067
Supplies & Expenses	8,745,663	10,926,291	10,867,540	11,121,224	11,758,052	12,438,236	13,158,656	13,936,024
Contract & Leases	6,775,726	7,896,397	5,535,610	5,698,438	5,920,996	6,227,646	6,585,238	6,920,876
Debt Service	207,831	-	-	-	-	-	-	-
Inventory	63,125	21,218	21,854	22,510	23,881	25,335	26,878	28,515
Capital Maintenance	481,777	608,924	549,474	565,689	599,578	635,509	673,604	713,995
Capital Outlay	176,702	9,877,657	82,737	82,819	2,991	3,173	3,366	3,571
Transfers	32,564,948	33,243,593	34,507,848	34,056,699	36,362,203	38,059,181	40,388,396	42,654,683
Other	737	4,164	4,289	4,417	4,686	4,972	5,274	5,596
Total General Fund Expenditures	\$ 113,487,797	\$ 144,344,649	\$ 128,336,731	\$ 130,936,079	\$ 140,045,827	\$ 147,888,543	\$ 156,152,513	\$ 164,394,380
Fund Balance, Beginning	\$ 70,113,845	\$ 84,604,191	\$ 68,098,314	\$ 71,748,242	\$ 72,921,438	\$ 65,337,995	\$ 53,090,466	\$ 38,212,587
Fund Balance, Ending	\$ 84,604,191	\$ 68,098,314	\$ 71,748,242	\$ 74,223,865	\$ 69,041,679	\$ 59,768,452	\$ 45,938,506	\$ 30,392,443
Fund Balance Goal (17% of Expenditures)	\$ 19,292,925	\$ 24,538,590	\$ 21,817,244	\$ 22,259,133	\$ 23,807,791	\$ 25,141,052	\$ 26,545,927	\$ 27,947,045
Excess/(Deficiency)	\$ 65,311,265	\$ 43,559,723	\$ 49,930,998	\$ 51,964,732	\$ 45,233,889	\$ 34,627,399	\$ 19,392,579	\$ 2,445,398

2022-2032 General Fund Revenue Assumptions

Sales Tax

- 2024: 2.2% (1.5%)
- 2025: 2.3% (2.5%)
- 2026: 2.5%
- 2027-2034: 1-2.8%
- Inclusion of AURA (2029)
- Does not include AURA (2034)

Auto Use Tax

- Expecting auto use tax to be lower as demand is slowing

Property Tax

- Growth in 2024-2025, uncertain after
- SB 22-238
- SB 23-001
- Expected 2024 increase of 15.0%
- Expected 2025 increase of 4.6%

Building Revenues

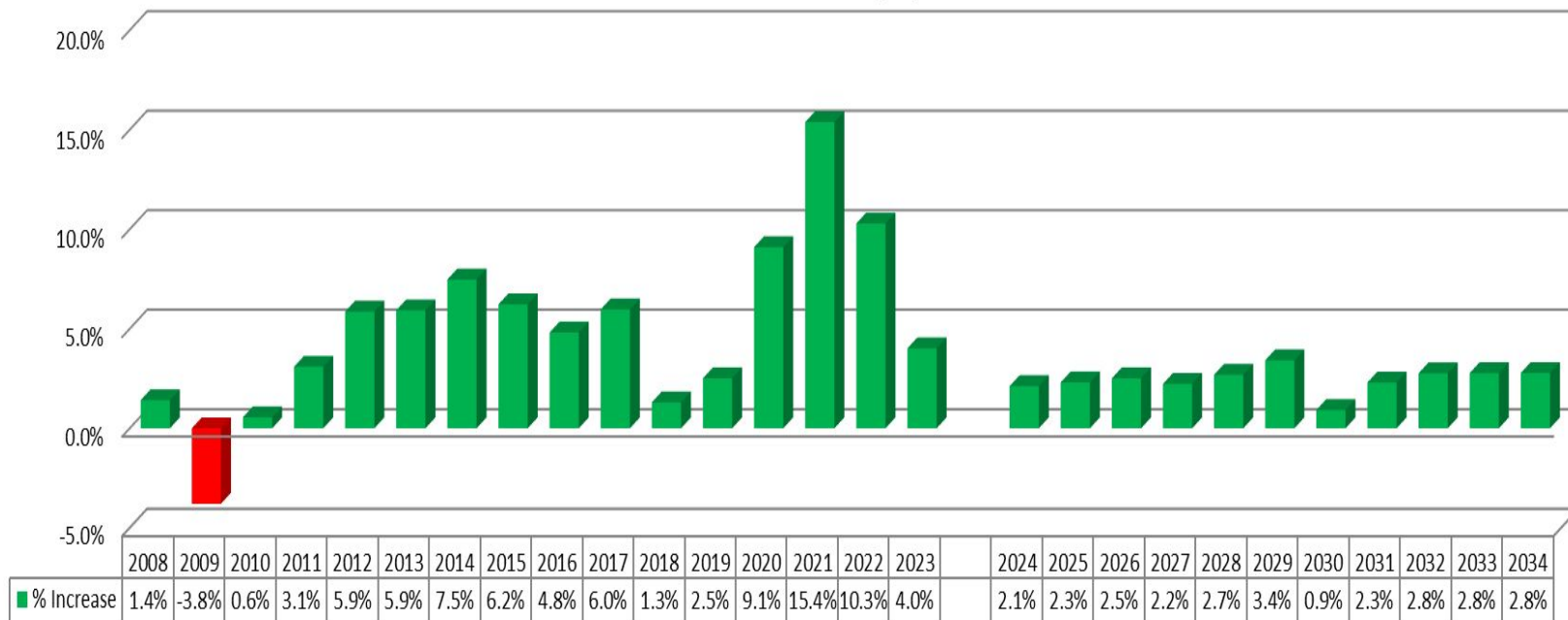
- Slowing growth 2025-2028
- Reset base in 2029
- Adjust to average 2030-2034

Interest Revenue

- Increase in short-term rates
- AURA loans

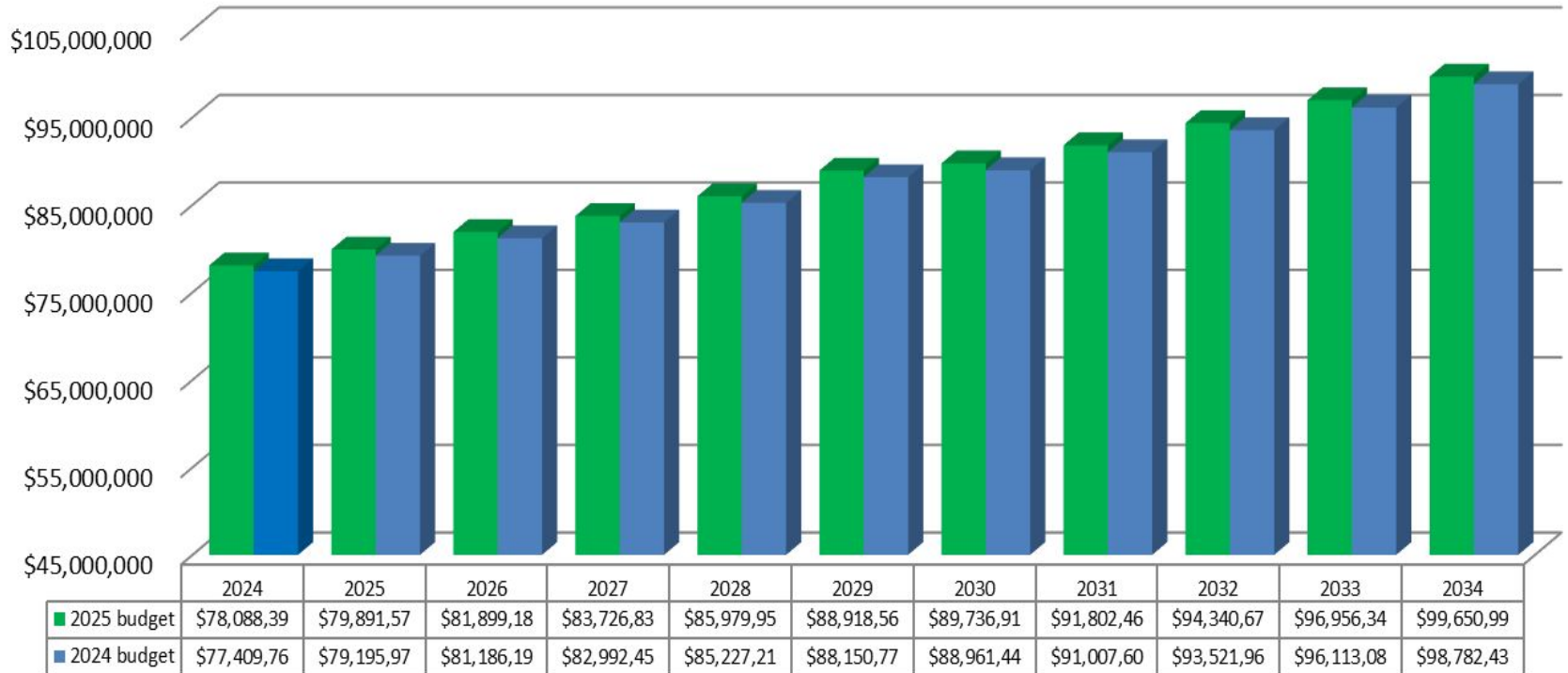
Sales Tax Graph (2008-2034)

Sales Tax Growth (%)

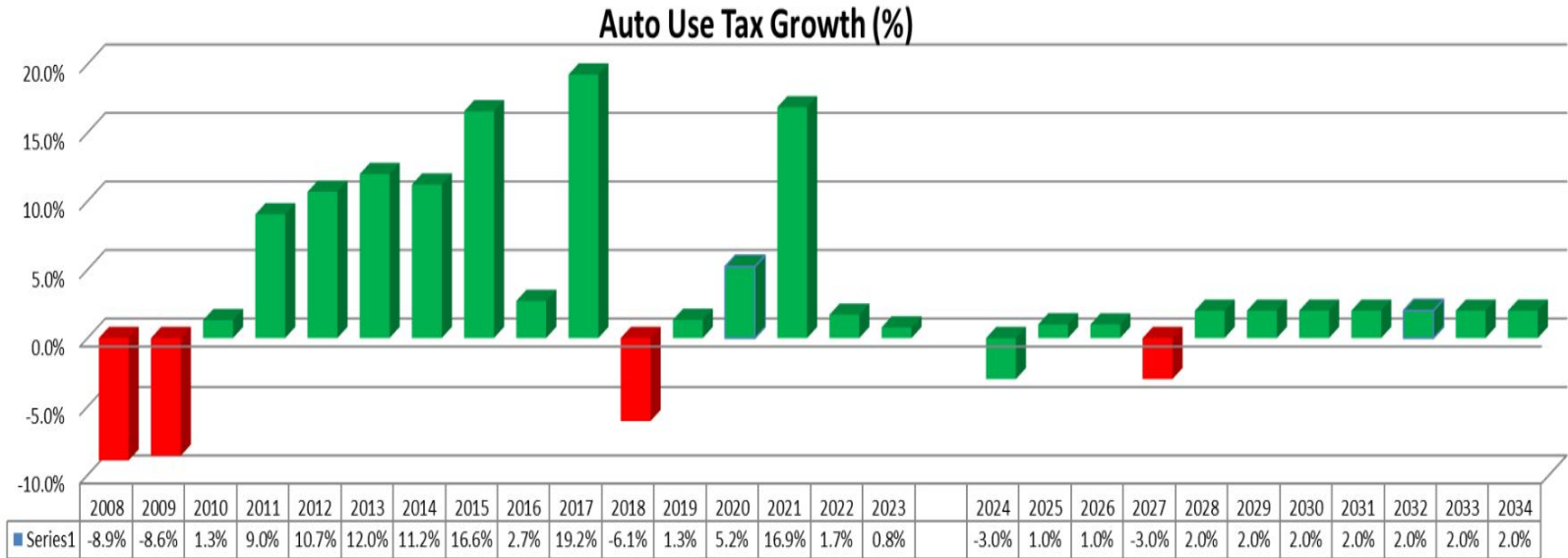


Sales Tax Graph Comparison

Sales Tax Growth Dollars



Auto Use Graph (2008-2034)



Auto Use Graph Comparison

Auto Use Tax Dollars



CURRENT 2024 GF REVENUE UPDATES

Revenue	Budget	Estimate	Current	1% means
Sales Tax	+1.5%	+2.3%	+2.1%	\$780,000
General Use	+2.0%	-10.0%	-6.4%	\$9,000
Auto Use Tax	0.0%	-3.0%	-6.0%	\$99,000
Building Use Tax	+3.0%	+3.0%	+71.2%	\$40,000
Property Tax	+5.4%	+15.0%	+9.6%	\$94,000
Court Revenues	+1.0%	+0.0%	-1.0%	\$8,000
HUTF	+2.0%	+6.0%	+33.0%	\$44,000



Net GF Revenue Changes - 10 yr

Sales Tax	\$ 7,574,437
General Use Tax	\$ (2,207,145)
Auto Use Tax	\$ (2,368,513)
Property tax	\$ 6,677,388
Interest Revenue	\$ 2,892,569
Building	\$ 1,299,754
Road & Bridge	\$ (1,004,098)
HUTF	\$ (20,868)
Franchise Fees	\$ (7,834,706)
Courts, Passports, Admissions	\$ 2,210,175
	\$ 7,218,992

General Fund 10-year proposed model changes

- Retention of employees (high turnover)
- SRA
 - 2025 - 2.0% (projection was 1.0%)
- Health Care
 - 2025 - 5% (current trend is 13.6% up)
- Capacity needs (positions)
 - IT, Police, HR, CMO, Facilities, Public Works
- Taking Lasting Care (TLC)
 - Cyber Security ~ \$3 million
 - Evidence Storage ~ \$11.75 million
 - Street Maintenance ~ 3% annual increase (\$6.3 million)
 - **\$98-101** CIP Increase ~ \$1.9 million over model

Ten-Year Financial Models

Parks - Table 2

	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast	2028 Forecast	2030 Forecast	2032 Forecast	2034 Forecast
REVENUES								
Licenses, Permits and Fees	\$ 45,614	\$ 68,829	\$ 70,894	\$ 73,020	\$ 77,467	\$ 82,185	\$ 87,190	\$ 92,500
Intergovernmental	6,976,651	9,617,955	7,451,183	7,674,719	8,142,110	8,637,965	9,164,018	9,671,852
Charges for Services	990,172	1,269,075	1,336,323	1,338,639	1,377,206	1,382,344	1,422,531	1,428,314
Miscellaneous	530,190	198,090	199,240	200,321	206,235	212,509	219,165	226,226
Revenue Transfer	5,075,737	5,355,627	5,747,263	5,956,289	6,278,706	6,547,971	6,832,587	7,228,252
Total Revenues	\$ 13,618,365	\$ 16,509,576	\$ 14,804,903	\$ 15,242,989	\$ 16,081,725	\$ 16,862,975	\$ 17,725,491	\$ 18,647,144
EXPENDITURES								
Personnel	\$ 7,075,085	\$ 7,275,738	\$ 7,585,681	\$ 7,894,411	\$ 8,511,011	\$ 9,075,776	\$ 9,570,318	\$ 10,043,479
Services & Charges	2,535,666	3,370,674	3,257,444	3,366,048	3,585,363	3,809,257	4,047,196	4,300,194
Supplies & Expenses	2,901,585	3,013,251	3,068,666	3,144,886	3,327,053	3,519,880	3,723,984	3,939,986
Contract & Leases	520,696	938,146	780,308	798,767	837,362	878,308	921,747	967,832
Inventory	(5,443)	2,688	2,768	2,852	3,025	3,209	3,405	3,612
Capital Maintenance	159,544	211,192	218,278	225,576	240,836	257,026	274,201	292,422
Capital Outlay	73,596	2,383,797	-	-	-	-	-	-
Transfers	17,500	-	-	-	-	-	-	-
Other	-	100	100	100	100	100	100	100
Total Expenditures	\$ 13,278,228	\$ 17,195,585	\$ 14,913,245	\$ 15,432,639	\$ 16,504,751	\$ 17,543,556	\$ 18,540,950	\$ 19,547,626
Fund Balance, Beginning	\$ 7,551,596	\$ 7,891,733	\$ 7,205,724	\$ 7,097,382	\$ 6,561,417	\$ 5,596,726	\$ 4,152,249	\$ 2,326,602
Fund Balance, Ending	\$ 7,891,733	\$ 7,205,724	\$ 7,097,382	\$ 6,907,731	\$ 6,138,390	\$ 4,916,144	\$ 3,336,789	\$ 1,426,120
Fund Balance Goal (11% of Expenditures)	\$ 1,460,605	\$ 1,891,514	\$ 1,640,457	\$ 1,697,590	\$ 1,815,523	\$ 1,929,791	\$ 2,039,505	\$ 2,150,239
Excess/(Deficiency)	\$ 6,431,128	\$ 5,314,209	\$ 5,456,925	\$ 5,210,141	\$ 4,322,867	\$ 2,986,353	\$ 1,297,285	\$ (724,119)

Parks Fund Revenue Assumptions

Jefferson & Adams County Open Space Revenue

- 3% increase for model, 2023 was a 1.6% increase

City cash transfer

- 3% increase for model, one-time adds for internal service fund increases

Field Operations

- Adjusting fees to market, working very well
- Recruitment & retention is still a challenge

Ten-Year Financial Models**Police Tax Increment .21 - Table 3**

	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast	2028 Forecast	2030 Forecast	2032 Forecast	2034 Forecast
REVENUES								
Taxes	\$ 6,690,694	\$ 6,770,151	\$ 6,926,841	\$ 7,083,125	\$ 7,383,545	\$ 7,653,036	\$ 8,094,006	\$ 8,569,600
Intergovernmental	598,341	498,533	515,282	178,312	190,074	202,155	210,586	219,961
Miscellaneous	399,267	135,000	140,000	135,000	110,000	80,000	30,000	30,000
Total Revenues	\$ 7,688,302	\$ 7,403,684	\$ 7,582,123	\$ 7,396,437	\$ 7,683,619	\$ 7,935,191	\$ 8,334,592	\$ 8,819,561
EXPENDITURES								
Personnel	\$ 4,336,658	\$ 5,615,966	\$ 6,281,513	\$ 6,181,345	\$ 6,412,592	\$ 6,798,901	\$ 7,142,412	\$ 7,526,318
Services & Charges	308,822	322,073	346,683	360,475	386,433	410,705	436,531	464,013
Supplies & Expenses	750,211	842,953	793,042	791,372	813,863	862,866	914,828	969,887
Contract & Leases	455,525	484,205	399,197	411,173	436,214	462,779	490,963	520,863
Debt Service	1,359	-	-	-	-	-	-	-
Capital Maintenance	-	9,955	10,254	10,561	11,204	11,887	12,611	13,379
Capital Outlay	-	-	-	-	-	-	-	-
Transfers	1,100,504	664,944	469,517	174,227	184,076	194,525	205,611	217,371
Total Expenditures	\$ 6,953,079	\$ 7,940,095	\$ 8,300,206	\$ 7,929,152	\$ 8,244,383	\$ 8,741,663	\$ 9,202,956	\$ 9,711,831
Fund Balance, Beginning	\$ 8,517,024	\$ 9,252,247	\$ 8,715,835	\$ 7,997,752	\$ 7,072,626	\$ 5,758,410	\$ 4,106,963	\$ 2,341,199
Fund Balance, Ending	\$ 9,252,247	\$ 8,715,835	\$ 7,997,752	\$ 7,465,037	\$ 6,511,862	\$ 4,951,938	\$ 3,238,599	\$ 1,448,929
Fund Balance Goal (11% of Expenditures)	\$ 764,839	\$ 873,410	\$ 913,023	\$ 872,207	\$ 906,882	\$ 961,583	\$ 1,012,325	\$ 1,068,301
Excess/(Deficiency)	\$ 8,487,408	\$ 7,842,425	\$ 7,084,730	\$ 6,592,830	\$ 5,604,980	\$ 3,990,355	\$ 2,226,274	\$ 380,627

Ten-Year Financial Models**Police Tax Increment .25 - Table 4**

	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast	2028 Forecast	2030 Forecast	2032 Forecast	2034 Forecast
REVENUES								
Taxes	\$ 8,054,050	\$ 7,995,309	\$ 8,183,440	\$ 8,371,644	\$ 8,732,177	\$ 9,054,888	\$ 9,584,757	\$ 10,146,077
Miscellaneous	408,879	173,000	175,000	175,000	120,000	80,000	40,000	40,000
Total Revenues	\$ 8,462,929	\$ 8,168,309	\$ 8,358,440	\$ 8,546,644	\$ 8,852,177	\$ 9,134,888	\$ 9,624,757	\$ 10,186,077

EXPENDITURES

Personnel	\$ 4,326,911	\$ 3,581,708	\$ 6,396,639	\$ 6,702,612	\$ 7,372,270	\$ 7,927,323	\$ 8,320,291	\$ 8,809,379
Services & Charges	261,606	342,644	359,638	\$ 350,800	\$ 375,941	\$ 399,646	\$ 424,878	\$ 451,738
Supplies & Expenses	740,842	771,899	836,502	859,049	910,254	964,528	1,022,056	1,082,985
Contract & Leases	102,392	220,646	170,266	175,374	186,055	197,385	209,406	222,160
Capital Maintenance	7,340	6,296	6,484	6,679	7,086	7,517	7,975	8,461
Capital Outlay	-	883	909	936	993	1,054	1,118	1,186
Transfers	2,142,943	4,042,797	860,757	581,525	615,748	648,379	682,975	276,116
Total Expenditures	\$ 7,582,034	\$ 8,966,873	\$ 8,631,195	\$ 8,676,975	\$ 9,468,347	\$ 10,145,834	\$ 10,668,699	\$ 10,852,023

Fund Balance, Beginning	\$ 9,816,806	\$ 10,697,701	\$ 9,899,137	\$ 9,626,381	\$ 9,143,746	\$ 7,573,776	\$ 5,534,482	\$ 3,375,176
Fund Balance, Ending	\$ 10,697,701	\$ 9,899,137	\$ 9,626,381	\$ 9,496,050	\$ 8,527,575	\$ 6,562,830	\$ 4,490,540	\$ 2,709,230

Fund Balance Goal (11% of Expenditures)	\$ 834,024	\$ 986,356	\$ 949,432	\$ 954,467	\$ 1,041,518	\$ 1,116,042	\$ 1,173,557	\$ 1,193,723
Excess/(Deficiency)	\$ 9,863,678	\$ 8,912,781	\$ 8,676,950	\$ 8,541,583	\$ 7,486,057	\$ 5,446,789	\$ 3,316,983	\$ 1,515,507

Tax Increment Funds 10-Year Updates

- Same revenue updates as General Fund - Sales tax, Auto use tax
- AURA Revenue in TI 21 in 2029
- Evidence Storage is funded, project moving forward
- Officer recruitment & retention is still a challenge
- Radios & Computers need to be replaced

Ten-Year Financial Models

Water Fund - Table 5

	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast	2028 Forecast	2030 Forecast	2032 Forecast	2034 Forecast
Charges for Services	28,795,516	35,573,963	39,559,965	43,824,534	53,445,346	64,692,874	77,908,639	79,776,963
Miscellaneous	6,245,354	1,199,952	1,221,151	1,257,774	1,251,326	1,199,678	1,237,903	801,000
Revenue Transfer	8,260	502,140	517,205	532,721	565,163	599,580	636,092	674,828
Other Financing Sources	(199,911)	50,000,000	-	50,000,000	-	-	-	-
Total Revenues	\$ 51,987,482	\$ 98,316,342	\$ 52,777,685	\$ 107,550,958	\$ 68,166,171	\$ 80,443,557	\$ 94,866,232	\$ 86,823,723

EXPENDITURES

Personnel	\$ 9,034,715	\$ 9,192,284	\$ 9,547,030	\$ 9,906,817	\$ 10,643,248	\$ 11,374,700	\$ 12,060,754	\$ 12,698,851
Services & Charges	9,636,711	12,882,267	12,104,647	12,475,176	13,231,902	14,027,493	14,871,386	15,757,024
Supplies & Expenses	1,471,977	1,920,601	2,054,574	2,110,111	2,235,726	2,368,804	2,509,786	2,669,065
Contract & Leases	940,167	1,364,959	1,290,033	1,328,733	1,409,653	1,495,501	1,586,577	1,683,200
Debt Service	2,723,395	2,874,550	6,375,050	6,378,550	9,874,050	9,875,550	9,876,800	7,000,000
Inventory	(3,750)	-	-	-	-	-	-	-
Capital Maintenance	7,056,172	16,188,966	10,205,257	10,443,915	11,877,169	11,940,739	12,008,180	12,079,728
Capital Outlay	46,601,362	92,700,362	48,409,160	39,068,822	12,039,591	13,982,367	46,389,998	27,401,423
Transfers	3,475,424	4,170,504	4,304,281	4,450,163	4,739,104	5,032,357	5,324,057	3,627,484
Other	859	6,757	6,959	7,168	7,605	8,068	8,559	9,080
Total Expenditures	\$ 80,937,032	\$ 141,301,250	\$ 94,296,991	\$ 86,169,455	\$ 66,058,048	\$ 70,105,578	\$ 104,636,098	\$ 82,925,854

Working Capital, Beginning	\$ 131,104,675	\$ 102,155,125	\$ 59,170,216	\$ 17,650,911	\$ 32,297,680	\$ 11,410,565	\$ 24,922,907	\$ 14,218,871
Working Capital, Ending	\$ 102,155,125	\$ 59,170,216	\$ 17,650,911	\$ 39,032,414	\$ 34,405,802	\$ 21,748,543	\$ 15,153,041	\$ 18,116,739

Working Capital Goal (25%)	\$ 8,583,917	\$ 12,150,222	\$ 11,471,958	\$ 11,775,158	\$ 13,504,614	\$ 14,030,803	\$ 14,561,525	\$ 13,881,108
Excess/(Deficiency)	\$ 93,571,207	\$ 47,019,994	\$ 6,178,953	\$ 27,257,256	\$ 20,901,188	\$ 7,717,741	\$ 591,516	\$ 4,235,631

Water Fund 10-Year Updates

- 2024 Water Service Fee increase - 12% (7%)
- 2025-2034 rates - 10% estimated
- \$2 Base service fee increase in 2023, 2024, 2025
- System Development Charges (formally Tap Fees) - set to market rate in October 2023
- 2022 ~ \$50 million bond issue completed in December
- 2024/2025 ~ proposed \$50 million bond issue
- Updates to CIP plan 2025-2034

Ten-Year Financial Models
Wastewater Fund - Table 6

	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast	2028 Forecast	2030 Forecast	2032 Forecast	2034 Forecast
REVENUES								
Licenses, Permits and Fees	\$ 5,418,730	\$ 3,154,279	\$ 3,280,370	\$ 3,411,441	\$ 3,689,704	\$ 3,990,528	\$ 4,315,955	\$ 4,668,312
Charges for Services	15,149,304	17,735,880	19,717,311	21,848,725	26,622,882	32,196,990	38,738,794	39,849,884
Miscellaneous	3,112,822	839,200	805,200	821,200	937,718	253,200	253,200	163,200
Other Financing Sources	(479,399)	-	25,000,000	-	-	-	-	-
Revenue Transfer	186,670	-	-	-	-	-	-	-
Total Revenues	\$ 23,388,128	\$ 21,729,359	\$ 48,802,881	\$ 26,081,366	\$ 31,250,303	\$ 36,440,717	\$ 43,307,950	\$ 44,681,396

EXPENDITURES

Personnel	\$ 2,351,733	\$ 2,650,826	\$ 2,765,751	\$ 2,877,866	\$ 3,102,872	\$ 3,316,899	\$ 3,502,492	\$ 3,680,357
Services & Charges	249,692	738,345	791,138	817,436	870,255	923,832	980,731	1,041,160
Supplies & Expenses	584,314	645,760	690,718	705,832	747,555	791,759	838,593	888,195
Contract & Leases	9,193,373	11,064,368	11,388,574	11,700,258	12,351,959	13,043,348	13,776,843	14,555,007
Debt Service	2,741,277	2,893,956	2,894,706	4,643,456	4,644,706	4,641,956	4,644,206	4,645,456
Capital Maintenance	2,167,361	1,193,387	988,828	1,036,343	1,139,601	1,252,180	1,377,098	109,377
Capital Outlay	4,588,977	53,592,761	17,064,572	13,926,910	3,673,372	11,168,339	12,171,485	17,674,824
Transfers	880,313	895,572	922,440	950,113	1,007,975	1,069,360	1,134,484	1,203,574
Other	41	-	-	-	-	-	-	-
Total Expenditures	\$ 22,757,081	\$ 73,674,976	\$ 37,506,727	\$ 36,658,214	\$ 27,538,295	\$ 36,207,673	\$ 38,425,932	\$ 43,797,950

Working Capital, Beginning	\$ 55,549,080	\$ 56,180,126	\$ 4,234,510	\$ 15,530,664	\$ 4,718,156	\$ 6,214,447	\$ 4,373,482	\$ 10,494,085
Working Capital, Ending	\$ 56,180,126	\$ 4,234,510	\$ 15,530,664	\$ 4,953,815	\$ 8,430,164	\$ 6,447,492	\$ 9,255,499	\$ 11,377,532

Working Capital Goal (25% of Expenditures)	\$ 5,689,270	\$ 18,418,744	\$ 9,376,682	\$ 9,164,554	\$ 6,884,574	\$ 9,051,918	\$ 9,606,483	\$ 10,949,488
Excess/(Deficiency)	\$ 50,490,856	\$ (14,184,234)	\$ 6,153,982	\$ (4,210,738)	\$ 1,545,590	\$ (2,604,426)	\$ (350,983)	\$ 428,044

Wastewater Fund 10-Year Updates

- 2024 Wastewater fee increase - 12%(7%)
- 2025-2034 rates - 10% estimated
- \$1 Base service fee increase in 2023, 2024, 2025
- System Development Charges (formally Tap Fees) - set to market rate in October 2023
- 2022 ~ \$50 million bond issue completed in December
- 2024/2025 ~ proposed \$25 million bond issue
- Updates to CIP plan 2025-2034

Ten-Year Financial Models
Stormwater Utility - Table 8

	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast	2028 Forecast	2030 Forecast	2032 Forecast	2034 Forecast
REVENUES								
Licenses, Permits and Fees	\$ 4,143,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Charges for Services	3,937,009	4,215,003	4,425,753	4,647,041	5,123,362	5,648,507	6,227,479	6,865,796
Miscellaneous	420,942	106,432	108,561	110,732	115,205	119,860	124,702	129,740
Other Finance Sources	(126,765)	-	5,000,000	-	-	-	-	-
Revenue Transfer	8,068	-	-	-	-	-	-	-
Total Revenues	\$ 8,382,555	\$ 4,321,435	\$ 9,534,314	\$ 4,757,773	\$ 5,238,568	\$ 5,768,367	\$ 6,352,181	\$ 6,995,536
EXPENDITURES								
Personnel	\$ 976,739	\$ 1,314,257	\$ 1,396,231	\$ 1,462,772	\$ 1,596,923	\$ 1,725,369	\$ 1,838,017	\$ 1,930,701
Services & Charges	853,548	1,623,968	1,003,476	1,087,501	1,281,698	1,517,298	1,804,423	478,168
Supplies & Expenses	114,111	172,551	153,309	158,441	167,873	177,873	188,471	199,696
Contract & Leases	357,571	554,935	546,287	562,675	596,942	633,296	671,864	712,780
Debt Service	-	-	-	350,000	350,000	350,000	350,000	350,000
Capital Maintenance	1,860,122	40,000	-	-	-	-	-	-
Capital Outlay	1,749,289	2,829,716	2,412,000	2,682,000	428,000	87,000	96,000	106,000
Transfers	4,972	1,729,524	894,216	923,546	984,155	1,047,971	1,110,535	952,190
Other								
Total Expenditures	\$ 5,916,352	\$ 8,264,951	\$ 6,405,518	\$ 7,226,934	\$ 5,405,592	\$ 5,538,807	\$ 6,059,308	\$ 4,729,535
Working Capital, Beginning	\$ 587,676	\$ 3,053,879	\$ (889,638)	\$ 2,239,158	\$ (736,135)	\$ (700,566)	\$ (212,224)	\$ 1,916,253
Working Capital, Ending	\$ 3,053,879	\$ (889,638)	\$ 2,239,158	\$ (230,004)	\$ (903,159)	\$ (471,006)	\$ 80,649	\$ 4,182,254
Working Capital Goal (25%)	\$ 1,014,058	\$ 2,056,238	\$ 1,601,380	\$ 1,806,734	\$ 1,351,398	\$ 1,384,702	\$ 1,514,827	\$ 1,182,384
Excess/(Deficiency)	\$ 2,039,821	\$ (2,945,875)	\$ 637,778	\$ (2,036,738)	\$ (2,254,557)	\$ (1,855,708)	\$ (1,434,178)	\$ 2,999,870

Stormwater Fund 10-Year Updates

- 2024 Stormwater fee increase - 5% (2%)
- 2025-2034 rates - 5% estimated
- Management moved from Utilities to Public Works
- Updates to CIP plan 2025-2034
- Stormwater master plan 2022-2023

Ten-Year Financial Models

Solid Waste Fund - Table 9

	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast	2028 Forecast	2030 Forecast	2032 Forecast	2034 Forecast
REVENUES								
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Charges for Services	4,448,054	4,331,506	4,504,766	4,707,481	5,116,090	5,533,563	5,985,102	6,473,486
Miscellaneous	16,051	273,227	282,790	292,687	313,534	335,865	359,787	385,413
Other Financing Sources	-	-	-	-	-	-	-	-
Total Revenues	\$ 4,464,104	\$ 4,604,733	\$ 4,787,556	\$ 5,000,168	\$ 5,429,624	\$ 5,869,429	\$ 6,344,889	\$ 6,858,900
EXPENDITURES								
Personnel	\$ 153,023	\$ 156,830	\$ 163,866	\$ 171,279	\$ 184,744	\$ 195,184	\$ 203,380	\$ 211,931
Services & Charges	6,109	15,049	15,978	16,668	17,932	19,071	20,285	21,578
Supplies & Expenses	11,782	208,885	215,151	221,606	235,102	249,419	264,609	280,723
Contracts & Leases	3,439,451	3,763,001	3,894,706	4,031,021	4,318,131	4,625,689	4,955,154	5,308,085
Debt Service	490,000	490,000	376,493	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-
Transfers	105,019	106,857	110,062	113,364	120,268	127,592	135,363	143,606
Total Expenditures	\$ 4,205,384	\$ 4,740,621	\$ 4,776,257	\$ 4,553,939	\$ 4,876,176	\$ 5,216,957	\$ 5,578,791	\$ 5,965,923
Working Capital, Beginning	\$ 426,390	\$ 685,110	\$ 549,222	\$ 560,521	\$ 1,492,737	\$ 2,647,403	\$ 1,007,588	\$ 2,601,489
Working Capital, Ending	\$ 685,110	\$ 549,222	\$ 560,521	\$ 1,006,750	\$ 2,046,185	\$ 3,299,875	\$ 1,773,686	\$ 3,494,466
Working Capital Goal (25% of Expenditures)	\$ 1,051,346	\$ 1,185,155	\$ 1,194,064	\$ 1,138,485	\$ 1,219,044	\$ 1,304,239	\$ 1,394,698	\$ 1,491,481
Excess/(Deficiency)	\$ (366,236)	\$ (635,933)	\$ (633,543)	\$ (131,735)	\$ 827,141	\$ 1,995,636	\$ 378,988	\$ 2,002,985

Solid Waste Fund 10-Year Updates

- Program is running very well
- Large item events are very popular
- Proposed service fee changes
- Revised model meets Fund Balance goal
- Replacement of carts forecasted for 2031

Ten-Year Financial Models**Golf Course - Table 7**

	2023 Actual	2024 Forecast	2025 Forecast	2026 Forecast	2028 Forecast	2030 Forecast	2032 Forecast	2034 Forecast
REVENUES								
Charges for Services	\$ 8,964,444	\$ 7,869,786	\$ 8,105,880	\$ 8,349,056	\$ 8,729,828	\$ 9,266,212	\$ 9,836,281	\$ 10,440,234
Miscellaneous	66,738	2,388	2,460	2,534	2,975	3,439	3,964	4,290
Revenue Transfer	345,241	291,098	299,884	300,181	300,803	301,464	302,164	302,907
Total Revenues	\$ 9,376,423	\$ 8,163,272	\$ 8,408,223	\$ 8,651,771	\$ 9,033,606	\$ 9,571,114	\$ 10,142,410	\$ 10,747,431
EXPENDITURES								
Personnel	\$ 4,509,305	\$ 4,435,718	\$ 4,599,629	\$ 4,756,892	\$ 5,072,375	\$ 5,367,866	\$ 5,663,968	\$ 5,967,408
Services & Charges	868,249	683,657	720,466	742,715	783,843	826,715	872,147	920,319
Supplies & Expenses	903,357	1,069,996	1,353,101	1,356,275	1,100,269	1,140,695	1,180,546	1,249,366
Contract & Leases	249,705	277,111	266,833	274,838	208,874	210,937	213,126	215,448
Debt Service	45,378	163,200	163,200	163,200	163,200	163,200	163,200	163,200
Inventory	1,129,042	918,244	945,791	974,165	992,537	1,042,929	1,096,086	1,152,227
Capital Maintenance	47,450	60,921	62,749	64,631	67,893	72,027	76,414	81,068
Capital Outlay	113,509	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Transfers	431,998	437,878	443,160	447,843	456,414	465,264	474,697	484,264
Miscellaneous	237,891	100	100	100	100	100	100	100
Total Expenditures	\$ 8,535,884	\$ 8,076,825	\$ 8,585,029	\$ 8,810,658	\$ 8,875,505	\$ 9,319,733	\$ 9,770,283	\$ 10,263,399
Working Capital, Beginning	\$ 422,394	\$ 1,262,934	\$ 1,349,381	\$ 1,172,576	\$ 906,616	\$ 1,269,038	\$ 1,818,893	\$ 2,620,066
Working Capital, Ending	\$ 1,262,934	\$ 1,349,381	\$ 1,172,576	\$ 1,013,689	\$ 1,064,717	\$ 1,520,419	\$ 2,191,020	\$ 3,104,098
Working Capital Goal (11% of Expenditures)	\$ 860,989	\$ 819,032	\$ 874,354	\$ 898,658	\$ 904,848	\$ 952,740	\$ 1,001,262	\$ 1,054,453
Excess/(Deficiency)	\$ 401,944	\$ 530,349	\$ 298,222	\$ 115,031	\$ 159,869	\$ 567,679	\$ 1,189,757	\$ 2,049,645

Golf Fund 10-Year Updates

- Golf operations continue to do well
- Food operations seeing increased demand
- Model now exceeds fund balance goal in 2027
- Staffing is still a major challenge
- Updates to capital plan 2025-2034

Future Strategic Opportunities

Security

- Building structural security
- Data security

Demographics

- Homelessness
- Growth & Density
- Housing

Infrastructure

- Street maintenance, street capacity, sidewalk gaps, trail gaps, Conduit & Fiber, ADA Compliance

Financial Resiliency

- Definition
- Service Levels
- Funding gaps

Questions





REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM
11.C.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

SUBJECT: 10-Year CIP Model Update

Report in Brief

PRESENTER: Bryan Archer - Finance Director

The 10-year CIP Plan now runs from 2025-2034. Proposed updates to the current plan will be presented by Work System and will include funding source estimates, updates to current CIP projects and discussions about future CIP projects with a focus on finishing the current bond projects.

Background

This workshop will update City Council on the current CIP plan including revised code sec 98-101 contributions and funded and unfunded Capital projects. Updates will be presented by Work System and will include Infrastructure (Public Works and Utilities), Vibrant Communities & Neighborhoods (Parks), Public Safety (Police) and Organizational & Service Effectiveness (Admin, Community & Economic Development).

Strategic Alignment

The City's 2-year budget and 10-year financial plans support the City Council's Strategic Plan focus areas of: Homelessness, Housing, Local Economy, Physical and Technological Systems and Quality of Life and the Implementation Principles.

Next Steps

Presentation of the City Manager's proposed budget will occur on September 23 and October 14. The first reading of the Budget Adoption Ordinance is scheduled for October 7 and the public hearing is scheduled on October 21.

Prepared by:

Bryan Archer, Director of Finance

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	5/29/2024
Bryan Archer, Director of Finance	5/29/2024
Gail Walker, Legal Specialist-Contracts	5/30/2024
Laura Hemler, Assistant City Attorney	5/30/2024
Linda Haley, Deputy City Manager	5/30/2024
Rachel Morris, City Attorney	5/31/2024

Lorie Gillis, City Manager

6/3/2024

Enclosure, exhibits & attachments required to support the report



2025-2034 10-Year CIP Presentation

City Council Workshop
June 17, 2024

§98-101 Revenue Changes

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2025-2034
Current 98-101	\$15,646,121	\$16,037,274	\$16,518,392	\$16,931,352	\$17,269,979	\$17,442,679	\$17,878,746	\$18,415,108	\$18,967,561	\$19,536,588	\$189,908,308
Revised 98-101	\$15,978,315	\$16,379,836	\$16,745,366	\$17,195,991	\$17,516,514	\$17,680,182	\$18,093,293	\$18,600,935	\$19,124,069	\$19,663,000	\$192,595,180
Increase in CIP	\$332,194	\$342,562	\$226,974	\$264,639	\$246,535	\$237,503	\$214,547	\$185,827	\$156,508	\$126,412	\$2,686,872

§98-101 CIP: Updates

	2025	2026	2027	2028	2029	2030-2034	2025-2034
72nd Ward, Ralston Road, Meyers Pool (additional funding)	\$1,894,728	\$ 403,353					\$ 2,298,081
2025 COP Issuance (\$20 million)		\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ 8,000,000	\$ 14,400,000
2023 Sales & Use Tax Issuance (\$7 million)	\$ 438,250	\$ 443,500	\$443,250	\$ 437,750	\$ 437,250	\$2,197,500	\$ 4,397,500
CIP Projects - Inflation Reserve	\$ 393,944	\$ 142,598	\$ 146,876	\$ 150,548	\$ 153,559	\$ 820,173	\$1,870,698
Total	\$ 2,332,978	\$ 2,589,451	\$ 2,043,250	\$ 2,188,298	\$ 2,190,809	\$ 8,820,173	\$ 21,095,581

Bond Projects to Date

Project Name	Original Budget	Adds/Changes	Current Budget	Estimate
Meyers Pool	\$ 35,210,000	\$ 10,315,000	\$ 45,525,000	\$ 45,600,000
Ralston Road	\$ 15,300,000	\$ 11,300,000	\$ 26,600,000	\$ 26,250,000
72nd Ave	\$ 64,537,000	\$ 3,625,000	\$ 68,162,000	\$ 95,163,000

NOTE: Additional funding - 2023 bond issue, interest revenue, 98-101 funds, grant dollars and partnerships

§98-101 CIP Allocation

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
98-101 monies	\$15,978,315	\$16,379,836	\$16,745,366	\$17,195,991	\$17,516,514	\$17,680,182	\$18,093,293	\$18,600,935	\$19,124,069	\$19,663,000
Bond Payments	\$7,333,515	\$8,931,876	\$8,935,333	\$8,934,056	\$8,934,282	\$8,936,744	\$8,937,244	\$8,938,981	\$8,894,271	\$8,890,453
72nd/Ralston/Meyers Additional	\$2,288,672	\$810,913	\$897,401	\$1,347,614	\$1,230,433	\$1,102,146	\$1,291,438	\$1,567,654	\$1,902,498	\$2,205,257
Administration	\$506,517	\$522,206	\$537,840	\$553,966	\$571,409	\$589,026	\$605,277	\$621,686	\$635,008	\$648,729
Streets/Traffic/Transportation/ ADA	\$4,575,744	\$4,591,658	\$4,702,424	\$4,633,206	\$5,287,274	\$5,514,357	\$5,675,287	\$5,841,046	\$6,011,777	\$6,187,631
Parks TLC	\$1,061,687	\$1,304,638	\$1,447,266	\$1,495,294	\$1,254,306	\$1,291,935	\$1,330,693	\$1,370,614	\$1,411,732	\$1,454,084
Medians	\$212,180	\$218,545	\$225,102	\$231,855	\$238,810	\$245,975	\$253,354	\$260,955	\$268,783	\$276,847
	\$15,978,315	\$16,379,836	\$16,745,366	\$17,195,991	\$17,516,514	\$17,680,182	\$18,093,293	\$18,600,935	\$19,124,069	\$19,663,000

10-Year Model: §98-101 CIP

	2025	2026	2027	2028	2029	2030-2034	2025-2034
Administration	\$ 210,636	\$ 209,672	\$ 208,758	\$ 207,895	\$ 208,199	\$ 1,060,660	\$ 3,166,479
Arterials and Collector Streets	\$ 371,288	\$ 373,427	\$ 375,629	\$ 677,898	\$ 1,336,091	\$ 8,156,977	\$ 11,291,310
ADA	\$ 805,921	\$ 775,639	\$ 743,480	\$ 530,048	\$ 343,520	\$ 1,846,652	\$ 5,045,260
Traffic Signal Improvements	\$ 1,794,308	\$ 1,833,138	\$ 1,971,413	\$ 1,810,837	\$ 1,989,397	\$ 10,781,353	\$ 20,180,446
Bridge Program	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,327,284	\$ 2,577,284
Sidewalks, Trails, and Mobility	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 4,577,877	\$ 8,827,887
Fiber	\$ 260,955	\$ 268,783	\$ 276,847	\$ 285,152	\$ 293,707	\$ 1,606,108	\$ 2,991,552
Transportation	\$ 646,001	\$ 655,481	\$ 663,309	\$ 669,343	\$ 677,833	\$ 3,412,521	\$ 6,723,488
Engineer Salary and Benefits	\$ 137,308	\$ 144,086	\$ 150,563	\$ 157,280	\$ 163,937	\$ 893,691	\$ 1,646,865
Median Renovation	\$ 212,180	\$ 218,545	\$ 225,102	\$ 231,855	\$ 238,810	\$ 1,305,915	\$ 2,432,407
TLC Parks	\$1,464,131	\$1,719,155	\$ 1,874,218	\$ 1,935,055	\$ 1,707,259	\$ 9,335,992	\$ 18,035,810
Total	\$ 7,002,728	\$ 7,297,926	\$ 7,589,319	\$ 7,605,363	\$ 8,058,753	\$ 44,305,030	\$ 82,918,788

§98-101 CIP Detail Administration (no updates)



Project	10-Year Total	Budget Years	Justification
Public Art	\$ 1,169,392	2025-2034	Enhances and enriches the lives of Arvada's residents and visitors by incorporating works of art in public places.
Fiber Project	\$ 2,991,552	2025-2034	Provides the City with a backbone fiber network which will prepare Arvada for improvements in public safety, traffic management, and economic development over the next 30 years.
Median Renovation	\$2,432,407	2025-2034	Provides funding to start renovations on medians in the City right of way

§98-101 CIP Administration (Current Projects)

Project Name	Total Budget	Budget Spent	Expected Completion
Trolley Restoration	524,482.01	512,413.20	ONGOING
City Public Art	471,157.20	90,586.13	ONGOING
Parks Maintenance Building	10,218,612.00	10,155,319.10	2024
Natatorium	1,500,000.00	33,724.97	ONGOING
Public Art Capital Maintenance	271,150.17	269,625.37	ONGOING
Olde Town Parking Garage	1,773,938.59	269,816.69	ONGOING
Trolley Park	460,000.00	50,960.00	2025
PEG Cable Fees	647,560.33	0	ONGOING
PEG Fee Capital Maintenance	182,828.86	82,565.68	ONGOING
Council Chambers Repairs - PEG	10,000.00	5,838.25	2024
Generators	200,000.00	0	2025

§98-101 CIP Administration

(Current Projects Cont.)

Project Name	Total Budget	Budget Spent	Expected Completion
Fire System Replacement	175,000.00	88,720.95	2024
Tower at 68th and Dover	700,000.00	122,605.05	2025
Meyers Pool	35,653,514.00	27,121,354.49	2024
Post Office Mural	30,138.00	28,638.00	2025
PD Evidence Storage Building	10,250,000.00	95,860.00	2026
ERP Replacement	4,000,000.00	1,969,086.20	2024
City Hall - Xcel Underground	40,000.00	0	2025
Bike Fence Activation	12,000.00	270	2025
Olde Town Street Murals	8,000.00	0	2025
HR Remodel - Annex	150,000.00	129,311.95	2024
Media Svc Equipment - Peg Fees	7,000.00	0	2025

§98-101 CIP Detail

ADA Compliance



Project	10-Year Total	Budget Years	Justification
ADA Compliance - Facilities	\$ 2,061,827	2025-2034	According to the ADA Transition Plan, the cost to remove physical obstacles in City facilities limiting program access is estimated at just over \$2 million.
ADA Compliance - Streets	\$ 2,338,844	2025-2034	The ADA Transition Plan estimated the need for pedestrian facilities in the Public Right of Way at over \$197 million. This flex funding will supplement both CIP projects and the Streets program as needed.
ADA Compliance - Parks	\$644,589	2025-2034	Funding to help with ADA challenges in the parks system

§98-101 CIP ADA Compliance (Current Projects)

Project Name	Total Budget	Budget Spent	Expected Completion
ADA Compliance Facilities	268,926.88	0	ONGOING
City Hall ADA Project Phase 2	68,727.76	0	2025
ADA Compliance Streets	980,255.50	0	ONGOING
ADA Ramp Program	50,000.00	0.00	ONGOING
MVNC ADA/Facility Repair	224,109.00	108,375.42	2025
ADA Compliance Parks	109,700.50	0	ONGOING

§98-101 CIP Detail

Traffic Signal Improvements

(no updates)



Project	10-Year Total	Budget Years	Justification
Traffic Signals	\$ 16,456,094	2025-2034	Many City signals are over 30 years old and in need of rebuild or replacement, don't meet current standards, or don't meet the needs of the intersection. This project also covers new signals, such as those needed at 64th and Quail and 64th and Easley.
Signal Timing Implementation Program	\$ 1,327,284	2025-2034	Upgrades and maintains signal timing city-wide to ensure safe and efficient traffic operations. This program complements the new staff-run signal timing initiative to create a comprehensive approach to signal management.
Signal Interconnect Program	\$ 2,577,284	2025-2034	Less than one-third of signalized intersections are connected to the city's fiber backbone, prohibiting the City from managing signal-related congestion issues in real-time. In the 2019 Community Survey, citizens indicated lower than average satisfaction levels with congestion and traffic signal timing.

§98-101 CIP Detail Bridge Program (no updates)



Project	10-Year Total	Budget Years	Justification
Bridge Program	\$ 2,577,284	2025-2034	This program will address essential structural repairs identified through CDOT's 2021 off-system major structure inspection. CDOT's study found that 3% of Arvada bridges were considered structurally deficient and 8% were considered functionally obsolete. Nearly 30% of bridges were recommended for either rehabilitation or repair. The City has 64 major bridges with an average age of 40 years old - 17 bridges are over 50 years old. In addition to structural repairs, this Bridge Program will establish an inspection system for the City's minor structures and implement a monitoring program for critical City bridges.

§98-101 CIP Detail

Sidewalks, Trails, and Mobility

(no updates)



Project	10-Year Total	Budget Years	Justification
Sidewalks/TOD/Bike and Trails	\$ 7,327,887	2025-2034	The 2015 Citizens Capital Improvement Project Committee recommended substantial funding for sidewalks, transit-oriented development, bicycle and pedestrian improvements, and trails.
Bike/Ped Program	\$ 1,000,000	2025-2034	Implementation of the Bike Master Plan.
Traffic Calming	\$ 500,000	2025-2034	Improves safety for drivers, pedestrians, and bicyclists.

§98-101 CIP Detail

Transportation



Project	10-Year Total	Budget Years	Justification
Arterial and Collector Streets	\$11,291,310	2025-2034	This project provides spot and intersection improvements on arterials and collectors as traffic volumes increase and as needs arise.
Guardrail Program	\$ 656,119	2025-2034	The 2015 Citizens Capital Improvement Project Committee recommended funding for guardrails.
Intersection Safety	\$ 1,225,858	2025-2034	Improves intersections in order to reduce the risk of accidents.
Transportation Master Plan and Implementation	\$ 2,840,223	2025-2034	The Plan will guide how the City develops its CIP and coordinate transportation improvements with land uses and plans for growth.
Utility Undergrounding	\$ 693,708	2025-2034	Supplements the Xcel 1% fund, as recommended by the 2015 Citizens Capital Improvement Project Committee.
School Safety	\$ 326,895	2025-2034	Increases safety for students who walk and bike to school.
Adams County Transportation Tax	\$ 980,687	2025-2034	Each year the City receives a Transportation Tax from Adams County that can only be used in Adams County for transportation-related projects.

§98-101 CIP Transportation (Current Projects)

Project Name	Total Budget	Budget Spent	Expected Completion
Adams Co. Transportation Tax	882,450.72	0	ONGOING
Tennyson Corridor (ADCO Grant)	2,739,790.34	380,363.43	2026
Olde Town Street Ltg Phase II	513,936.92	14,900.00	2026
Xcel Undergrounding Supplement	365,517.00	0	ONGOING
Misc Signal Rebuild-Revolving	808,258.53	665,364.40	ONGOING
Traffic Signal Replacement	3,424,935.75	2,777,293.84	ONGOING
64th & Simms (HSIP3 Grant)	1,198,625.00	75,624.82	2026
80th & Vance (HSIP3 Grant)	864,000.00	75,124.80	2026
W 80th Ave. Signal - HSIP	600,000.00	0	2027
Intersection Safety Improvements	2,938.85	2,938.85	ONGOING

§98-101 CIP Transportation (Current Projects Cont.)

Project Name	Total Budget	Budget Spent	Expected Completion
58th/Ward Rd LT Lanes (HSIP)	2,225,385.58	40,533.60	TBD
Alkire St Trail (TAP Grant)	2,221,000.00	482,269.16	2025
Transportation Master Plan	1,240,829.00	347,124.36	ONGOING
CO State Hwy 72 Corridor Study	274,000.00	0	2026
School Safety	208,666.00	113,639.15	ONGOING
86th Parkway Signal Connect	962,546.36	80,301.26	2025
Kipling Pkwy & Allendale	1,076,356.08	72,664.07	2026
Ralston & Rensselaer Imp	500,000.00	0	TBD
63rd & McIntyre RRFB	1,753,703.59	33,146.00	2026
Dev Fees for Transportation	4,027,743.44	0	ONGOING

§98-101 CIP Transportation (Current Projects Cont.)

Project Name	Total Budget	Budget Spent	Expected Completion
Developer Fees for Signals	879,786.71	0	ONGOING
Traffic Impact Fees - Leyden	4,320,254.67	0	ONGOING
Little Dry Crk Trail Study	100,000.00	77,087.55	2025
W 92nd Dr & Candelas Pkwy	853,529.90	29,620.00	2026
24-25 Paving Prog Bike Lanes	50,000.00	19,700.00	2025
Ralston Traingle Project	15,600.00	14,141.94	2026
Comprehensive Safety Action	48,000.00	0	2026
AFON Fiber Project - Recurring	610,449.10	0	ONGOING
AFON	449,578.69	530,499.55	ONGOING

§98-101 CIP Streets (Current Projects)

Project Name	Total Budget	Budget Spent	Expected Completion
Missing Sidewalks	1,749,420.65	256,428.48	ONGOING
Guardrails-Revolving	494,633.04	227,537.46	ONGOING
Ralston Rd Reconst-Upham to Yukon	5,496,776.48	5,453,220.49	2024
Collector Streets Improvement.Rev	195,633.11	24.03	ONGOING
W. 60th Ave. (Adams County)	1,125,778.52	143,152.36	2026
Alkire @ 77th Sidewalks	502,163.94	2,434.59	2024
Leyden Rd Improvements	473,166.20	0	TBD
Ralston Road (Bond and Cash)	26,603,556	23,269,650.97	2024
72nd & Indiana Final Improvements	146,197.90	25,233.25	2026
Leyden Road Study	590,000.00	129.34	2025

§98-101 CIP Streets (Current Projects Cont.)

Project Name	Total Budget	Budget Spent	Expected Completion
Ward Road TOD	3,020,305.00	2,472,219.13	2024
Alkire St Bridge @HL Canal	360,932.60	329,278.00	2024
Grandview Guardrails	40,578.00	31,531.80	2024
Bridge and Structures Program	446,409.17	0	ONGOING
Bridge Repair/Maint/Signs	83,680.00	68,455.00	2025
Grandview Sign Modifications	16,570.00	14,579.00	2024
Grandview Multi Project	602,655.00	0	TBD
Olde Town St/Sidewalk Maint	25,000.00	13,260.00	2024
Pierce Sidewalk-SRTS Grant	806,565.00	92,065.08	2026
2024 Bridge Repair & Maintenance	463,912.61	0	2025
72nd Ave Underpass	65,394,057.56	37,744,359.31	TBD

§98-101 CIP Detail

TLC Parks



Project	10-Year Total	Budget Years	Justification
Playground Renovation	\$ 9,742,738	2025-2034	Playground renovation funding was reduced during the 2021 budget process. This allows for two renovations per year in the early years of the plan, with increases beginning in 2025.
Irrigation Systems	\$ 6,822,024	2025-2034	The 2015 Citizens Capital Improvement Project Committee recommended funding for park irrigation. A 3-cent per thousand gallons of water consumed revenue source provides additional funding annually for irrigation system upgrades.
Trail Renovation	\$ 817,235	2025-2034	Trails develop potential safety issues for the public as conditions decline with age.
Tree Replacement	\$ 245,174	2025-2034	Maintains the integrity of the original design for the built environment in parks and right-of-way throughout the City.
Adams County Open Space	\$408,616	2025-2034	Each year the City receives funding for Open Space from the Adams County sales tax. This funding can only be used in Adams County for Open Space-related projects.

§98-101 CIP Parks (Current Projects)

Project Name	Total Budget	Budget Spent	Expected Completion
Standley Lake Lib. Trailhead	923,618.61	164,785.83	2025
Trail Renovation	425,395.84	146,862.70	ONGOING
Gold Strike Pk.	2,172,690.92	212,571.62	TBD
Adams Co. Open Space Sales Tax	432,041.50	0	ONGOING
Irrigation Systems	1,149,124.86	17,838.13	ONGOING
Parks Water Tap Fees	531,250.28	0	ONGOING
Park Development Fees	2,770,815.25	0	ONGOING
Holistic Health & Fitness Park	3,569,324.26	2,538,222.73	TBD
Land Dedication Opt Outs	4,625,925.55	0	ONGOING
Tree Replacement Program	314,140.72	65,342.00	ONGOING

§98-101 CIP Parks (Current Projects Cont.)

Project Name	Total Budget	Budget Spent	Expected Completion
RMG Trail Crossings	243,000.00	33,735.47	2025
Playground Renovation	527,083.88	0	ONGOING
Sabell Park (Dev. Agreement)	1,107,505.17	915,488.18	2024
Marge Roberts Park	1,635,185.40	163,873.71	TBD
Robby Ferrufino	250,000.00	0	TBD
Median Renovation	406,000.00	200,917.44	ONGOING
66th & Sheridan Land Acq	10,000.00	9,301.98	2024
Computerized Irrigation Improvements	151,218.57	77,069.21	2025
Majestic View Classroom Space	250,000.00	17,760.00	2025
Lake Arbor Community Pool	506,179.00	230,706.50	2025

§98-101 CIP Parks (Current Projects Cont.)

Project Name	Total Budget	Budget Spent	Expected Completion
Danny Kendrick East Playground	400,000.00	76,029.21	TBD
Garrison Garden Paseo	3,708,191.87	1,406,878.33	2025
Hillside Park Playground	218,245.00	195,580.00	2025
Colorado Front Range Trail - Grant	2,383,798.00	0	TBD

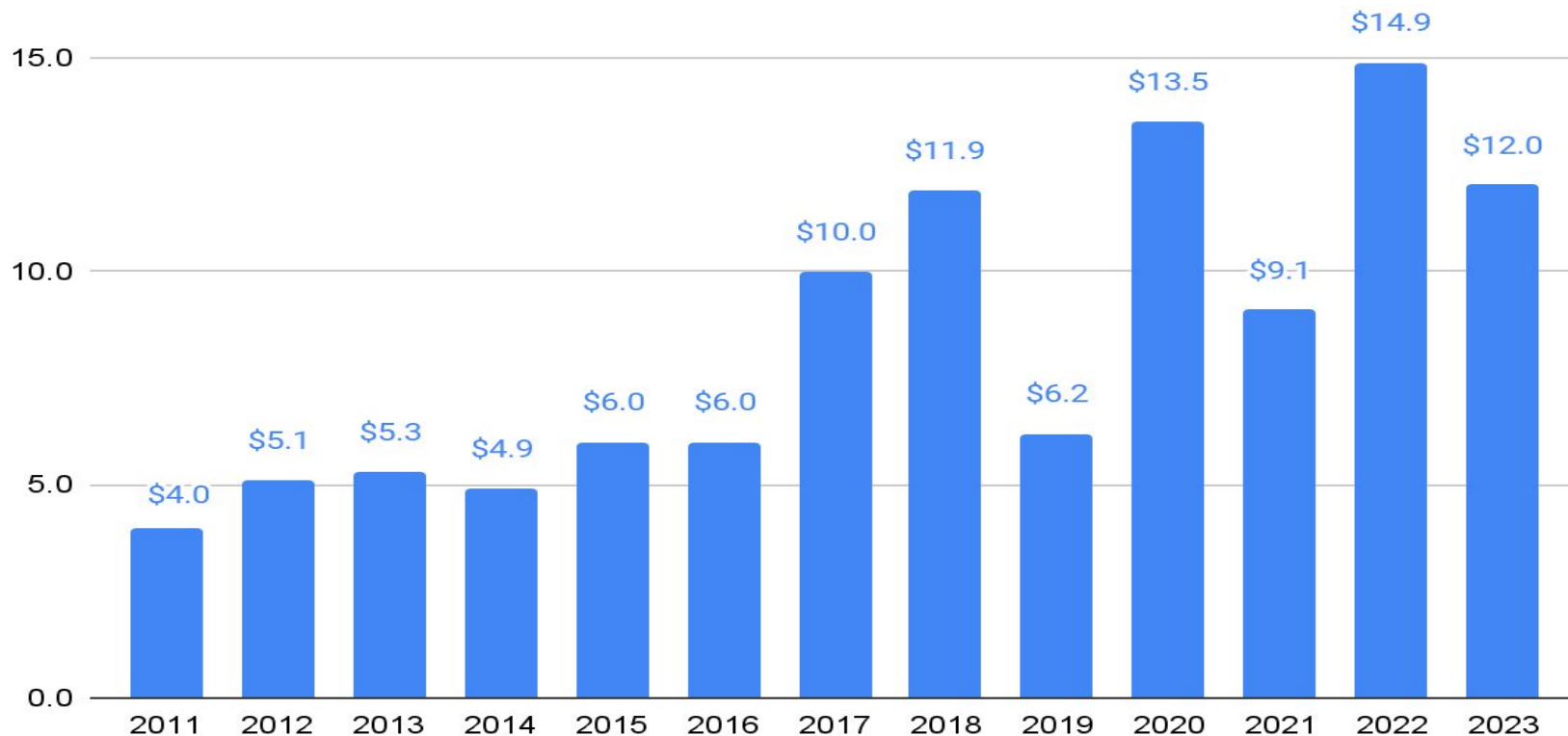
2025-2026 CIP Request Summary

Project Name	Department	2025 Request	2026 Request	2027-2034 Request	Total
Comprehensive Plan Update	CED	350,000	350,000		\$750,000
Software Replacement for Development	CED		175,000	1,025,000	\$1,200,000
Parks Facilities Electrical Equipment	Facilities		800,000		\$800,000
City Hall Service Counter Equipment	Facilities		600,000		\$600,000
Indiana Shops Fence Replacement	Facilities	695,000			\$695,000
City Hall PD West Entrance Safety	Facilities	175,000			\$175,000
Indiana Shops Drainage	Facilities	80,000			\$80,000
Streets Holding Accounts-Bridges, Guardrails and Railroad Crossings	Streets	2,975,000	2,995,000	25,630,000	\$31,600,000
Olde Town Strategic Reinvestment Plan Implementation	Streets	1,700,000			\$1,700,000
W. 80th Ave Intersection Improvements	Traffic		436,914		\$436,914
Traffic Safety Management Program	Traffic	500,000	500,000	4,000,000	\$5,000,000

2025-2026 CIP Request Summary Cont.

Project Name	Department	2025 Request	2026 Request	2027-2034 Request	Total
Playground Renovation	Parks	1,400,000	1,449,000	13,574,940	\$16,423,940
Lighting Efficiency Upgrade	Parks	2,800,000			\$2,800,000
Long Lake Synthetic Turf Replacement	Golf	1,080,000	80,000	640,000	\$1,800,000
Westridge Park Bank Stabilization	Golf	281,000			\$281,0000
Lake Arbor Golf Course Improvements	Golf	83,200	86,528		\$169,728
WW On-Course Restroom Repair	Golf	70,000			\$70,000
WW On-Course Concrete Repairs	Golf	95,000			\$95,000
WW Golf Course Bunker Renovation Pilot	Golf	125,000			\$125,000
Total		12,409,200	7,472,442	\$44,869,940	\$64,751,052

Streets Fund: Historic Spend (in millions)



10-Year Model: Streets Fund (no updates)



	2025	2026	2027	2028	2029	2030-2034	2025-2034
Asphalt Replacement	9,571,970	9,811,401	10,066,869	10,324,218	10,591,727	57,459,044	\$107,825,229
Concrete Replacement	2,399,382	2,460,529	2,521,951	2,592,056	2,663,745	15,189,462	\$27,827,126
Salaries and Benefits	1,125,617	1,175,542	1,223,986	1,271,302	1,318,465	7,236,260	\$13,351,172
Other	349,940	359,537	368,128	377,088	386,292	2,092,378	\$3,933,363
Total	13,446,909	13,807,009	14,180,934	14,564,664	14,960,229	81,977,144	\$152,936,890

The numbers shown here include the Streets Fund program operating expenses. They do not include supplemental funding for ADA Compliance - Streets.

Streets Fund Additional Funding (update)



Change	Amount	Budget Year	Description
Transfer from General Fund increase	\$ 6,200,000	2025-2034	Additional Funding added per increase in 2024-2025 Sales Tax estimates
ADA Compliance - Streets Funding	\$ 3,330,436	2025-2034	98-101 funding set aside for ADA compliance will be available to supplement the Streets Maintenance 100% concrete program
One-Time Funding	\$ 1,900,000	2024	One-time increase was approved by City Council to support ongoing needs in our Pavement Management Program.

10-Year Model: Enterprise Funds (no updates)



	2025	2026	2027	2028	2029	2030-2034	2025-2034
Water CIP	56,743,081	47,604,343	26,919,164	17,730,880	25,242,831	27,438,244	\$301,678,543
Wastewater CIP	17,925,000	14,831,000	6,482,667	4,672,667	12,216,667	39,225,335	\$95,353,336
Stormwater CIP	2,441,744	2,712,637	772,555	460,502	116,477	664,069	\$7,167,984
Total	\$77,109,825	\$65,147,980	\$34,174,386	\$22,864,049	\$37,575,975	\$67,327,648	\$404,199,863

Major Projects: Enterprise Funds (no updates)

Water Projects

Project	Amount
Moffat Project	\$112,728,757
Water Distribution System Upgrades	\$5,850,256
Water Treatment Plant Expansion	\$51,000,000
Ralston Plant Storage Tank Expansion	\$7,511,000
Distribution System Upgrades	\$24,050,000

The total project budgets shown here may include previously allocated funds.

Wastewater Projects

Project	Amount
Alkire Lift Station	\$3,826,500
North Trunk Sewer	\$47,016,000
Ralston Trunk Sewer	\$22,747,427

Stormwater Projects

Project	Amount
Bates Lake Watershed Improvements	\$1,660,000
Ralston Creek Improvements	\$1,924,000
Van Bibber	\$2,080,000

Questions?



REPORT FROM CITY COUNCIL

AGENDA ITEM
13.A.

DATE: June 17, 2024

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

Lauren Simpson	Arvada City Attorney Committee Arvada Municipal Court/Judicial Committee Arvada Urban Renewal Authority Arvada Visitors Center Committee *Metro Mayors' Caucus Urban Drainage and Flood Control District West Connect Coalition E-470 Authority (Alternate) Olde Town Business Improvement (BID) (Alternate)
Shawna Ambrose	Adams County Regional Economic Partnership (ACREP) Arvada Audit Committee Bond Oversight Committee Jefferson County R-1 Schools Coordinating Committee Arvada Visitors Center Committee (Alternate)
Sharon Davis	Apex Coordinating Committee Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee CML Policy Committee Jefferson Economic Development Council (JDEC) Denver Regional Council of Governments (DRCOG) (Alternate) E-470 Authority (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate)

	Jefferson County Community Corrections Board and West Connect Coalition (Alternate)
Lisa Feret	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments (DRCOG) Housing Advisory Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Jefferson County Community Corrections Board Smart City Advisory Committee Adams County Regional Economic Partnership (ACREP) (Alternate)
Bob Fifer	Apex Coordinating Committee Arvada City Attorney Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Jefferson County R-1 Schools Coordinating Committee Jefferson Parkway Public Highway Authority Smart City Advisory Committee Northwest Parkway Authority (Alternate)
John Marriott	Arvada Economic Development Association Board Bond Oversight Committee Olde Town Business Improvement (BID)
Randy Moorman	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Sustainability Committee CML Policy Committee Jefferson Parkway Public Highway Authority The Rocky Flats Stewardship Council Northwest Parkway Authority (Alternate)

*asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
14.A.

TO: THE HONORABLE CITY COUNCIL

DATE: June 17, 2024

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 5/24/2024

Lorie Gillis, City Manager 6/3/2024

Enclosure, exhibits & attachments required to support the report

2024 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Park Naming	June 17	VCN
10-Year Model Update @Business Meeting	June 17	Finance
CIP Update @Business Meeting	June 17	Finance
Homelessness Strategic Planning This workshop will update the Council regarding the City's efforts at developing phase II of the strategic plan for addressing the unhoused issues. The City team and our consultant, Scott Shields, will present our recommendations for Phase II and receive council feedback on the plan.	July 8	CMO
Stormwater Regulatory Update	July 8	Utilities
Water, Wastewater & Stormwater 2025 Rates/Fees	July 22	Utilities
HB1313	July 22	CED
CDOT 101 Team members from CDOT will present basic information to the Council about how CDOT operates and how the City can best work with CDOT.	Aug 12	
Sidewalk Assistance Workshop - This workshop will discuss approaches to a new Sidewalk Repair Assistance Program. Background will be shared on the city's former 50/50 Concrete Program and the requirements of the ADA and ABA Accessibility Guidelines for the Public Right-of-Way. Options will be presented for council direction of the desired level of city responsibility to repair/reconstruct/add sidewalks.	Aug 12	PW
Water, Wastewater & Stormwater 2025 Rates/Fees	Aug 26	Utilities
Quarterly Bond Projects Updates The Public Works engineering team will provide the City Council with an update on the bond projects for streets and utilities.	Sept 23	PW
Budget Workshop - Work System Update	Sept 23	Finance
Final Water, Wastewater & Stormwater 2025 Rates/Fees	Sept 23	Utilities
Pay Plan/Additional Work System (if needed)	Oct 14	
Transportation System Plan The traffic team will present the outcomes of the Transportation System plan, including future development opportunities, transportation funding and financial strategies, and a capital improvement plan.	Oct 14	PW
Updated ADA Transition Plan The draft plan will be updated in a comprehensive document that outlines strategies and actions to ensure accessibility for individuals with disabilities, addressing areas of improvement and accommodating their needs.	Oct 28	PW
Parking Management Program - There are 11 managed parking zones in the City with one active enforcement area - Olde Town. The other zones are neighborhood permit parking near schools and parks. This workshop will provide background information on history of the City's parking operations and will present data on occupancy rates and enforcement trends for street parking and the parking garage in Olde Town. Analysis of paid parking will be discussed.	Oct 28	PW
	Nov 11	
Infrastructure Work System Annual Report - The Infrastructure Work System will share a status summary of progress towards City Council Strategic Results and 2024 metrics for work system services.	Dec 9	PW
PRESENTATIONS		
STUDY SESSIONS		

City of Arvada Greenhouse Gas Inventory@4 p.m.	July 22	VCN
BID and Chamber funding	TBD	
WORKSHOP TBD's		
Ballot Initiative Discussion	TBD	CMO
Pavement Management The Pavement Management Team will provide an update on 2023 and looking ahead to 2024 pavement projects.	TBD	PW
Right of Way Acquisition	TBD	CED
Water Infrastructure for Fire Protection	TBD	Utilities
Smart Meters Update	TBD	Utilities
Capital Campaign Update and Strategy Discussion	TBD	CMO/Fin
Community Engagement	TBD	CMO
Fleet Electrification	TBD	Utilities
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		