

City of Arvada

City Council Agenda

AUGUST 5, 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:

Linda Haley, Acting 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
Gabiella Bommer, Director of Human Resources
Rachael Kuroiwa, Director of Communications & Engagement
Kristen Rush, City Clerk

Info: 720-898-7550

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

Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Texas Roadhouse Major Modification Request

Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to complaint regarding municipal court case

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS

6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Marriott
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. July 15, 2024 City Council Meeting
5. Recognitions and Communications - None
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R24-074, A Resolution Approving an Employment Separation Agreement between the City of Arvada and Lorie B. Gillis

2. R24-075, A Resolution Approving an Employment Agreement Between the City of Arvada and Linda Haley For Services as Acting City Manager
3. R24-076, A Resolution Approving the Fourth Amendment to an Employment Agreement by and between the City of Arvada and Rachel A. Morris as City Attorney
4. R24-077, A Resolution Approving the Fourth Amendment to an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge
5. R24-078, A Resolution Authorizing Amendment No. 3 to “An Agreement Between the City of Arvada and Kennedy/Jenks Consultants, Inc. for Professional Design Services” for Additional Engineering Consulting Services Relating to the North Trunk Sewer Improvements, Thereby Increasing the Contract Amount from \$1,024,221.00 to an Amount Not to Exceed \$1,128,087.00
6. R24-079, A Resolution Authorizing a Change Order No. 1 to “An Agreement Between the City of Arvada and Anderson Mason Dale Architects, P.C. For Professional Architectural/Engineering Design Services for Police Evidence Storage and Crime Lab in An Amount Not to Exceed \$117,500.00 In the First Year”
7. R24-080, A Resolution Approving an Agreement by and between the City of Arvada and Gabriel Patrick Fallon and Jennifer Ashley Fallon, for the Grant of a Revocable Encroachment License to Install a Fence on top of the Retaining Wall in Ralston Road Adjacent to 6180 Johnson Way, Within Public Right of Way
8. R24-081, A Resolution Authorizing Change Order No. 1 to “An Agreement by and Between the City of Arvada and APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, in an Amount not to Exceed \$3,912,903.05”
9. R24-068, A Resolution Authorizing Amendment No. 4 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for Purposes of Awarding Phase II Services, thereby Increasing the Contract Amount from \$4,078,293.00, to an Amount Not to Exceed \$4,893,063.00

B. Resolutions - None

C. Ordinances (First Reading)

1. CB24-010, An Ordinance Permitting Concealed Handgun Permit Holders to Lawfully Carry a Concealed Handgun at the Arvada City Hall Located at 8101 Ralston Road (Public Hearing to be set for August 19, 2024 at 6:15 p.m.)

9. Other

- A. Continuance of Public Hearing for Texas Roadhouse Major Modification Request from the Land Development Code subsection 5-1-3-1.B.2, that requires buildings adjacent to a Pedestrian Priority Street to have a minimum height of 25 feet and have at least two usable floors, for the building generally located at 5550 Wadsworth Blvd.

10. Public Hearings - 6:15 PM - None

11. Public Comment - Five Minute Limit

12. Reports from City Council

- A. Council Committee Reports

13. Reports from City Manager

- A. Review of Future Workshops and Presentations

14. Reports from City Attorney

15. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD JULY 15, 2024

1. Call to Order - 6:30 p.m.

This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Pro Tem Moorman, 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 Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember Lisa Feret, Councilmember Bob Fifer, Councilmember John Marriott

Councilmember Fifer moved to excuse Mayor Simpson from the meeting.

The following votes were cast on the Motion:

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

Those Absent: Simpson

The Motion was Approved

Also Present: Lorie Gillis, City Manager; Rachel Morris, City Attorney; Linda Haley, Deputy City Manager; Don Wick, Deputy City Manager; Bryan Archer, Director of Finance; Jessica Garner, Director of Community and Economic Development; Katie Patterson, Communications Manager, Infrastructure; and Kristen Rush, City Clerk.

4. Approval of Minutes – July 1, 2024

The minutes stand approved.

5. Recognition and Communication –

A. Recognition of Angelica Daughtry, Recipient of Adams County Mayors and Commissioners Youth Awards

Councilmember Feret said that 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 Bryshawyn. 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. Angelica was joined by her daughter Genesis, fiancé Bryshawyn, and her support team from Hope House.

B. Recognition of Ralston Valley Girls Tennis Team - 5A Championship

Councilmember Fifer said that The Ralston Valley Girls Tennis Team turned a season of dominance into their first state title - the first time a Jeffco school has ever won a girls' tennis team title Class 5A championship in the largest division in girls' tennis. Their championship was earned with a hard-fought victory over Cherry Creek at the Denver Tennis Park on May 14th. Since the Colorado girls tennis team state championships began in 1975, Cherry Creek has won a team title in all but 10 seasons. Defeating Cherry Creek in the finals has been a goal for this team for many years. Coach Kim Greason has been head coach of the Girls Tennis team at Ralston Valley for 21 years and is also the head tennis professional at the Apex Tennis Center. Congratulations to Coach Greason, the entire 2024 Girls Tennis team and all involved with this championship-winning program at Ralston Valley High School.

6. Presentations –

A. Sierra Elementary Second Grade Science Project

Sierra Elementary's Second Graders studied potential erosion at Church's Ditch during the 2023-2024 school year. They developed creative solutions to prevent erosion that they shared with Arvada City Council for consideration.

Orion Kuroiwa reviewed a presentation of three student projects from Sierra Elementary's Second Grade. The students investigated erosion at Church's Ditch, learned about the effects of erosion and flooding on the community and engineering solutions. The creative designs are shared with City Council for their consideration.

7. Public Comment –

- A. Brian Glover, Arvada resident, addressed council regarding the proposed RV Storage
- B. Erik Zeitlow, Arvada resident, addressed council regarding the proposed RV Storage
- C. Rainer Gerbatsch, Arvada resident, addressed council regarding the proposed RV Storage
- D. Karen Gerbatsch, Arvada resident, addressed council regarding the proposed RV Storage
- E. Erica Tucker, Arvada resident, addressed council regarding Palestine
- F. Dan Bradley, Arvada resident, addressed council regarding respect to the community
- G. Vicky Anatti, Arvada resident, addressed council regarding the proposed Navigation Center
- H. Mike Rawluk, Golden resident, addressed council regarding the proposed RV Storage Facility

8. New Business

A. Consent Agenda –

1. R24-070 A Resolution Authorizing an Agreement By and Between the City of Arvada and E-Z Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, In an Amount Not to Exceed \$4,662,989.00
2. R24-071 A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and ECHSA Building Corporation, Owner of Property located at 4905 W. 60th Avenue, Arvada, CO 80003

Councilmember Marriott requested that R24-071 be removed from the consent agenda.

Councilmember Feret moved that R24-070, A Resolution Authorizing an Agreement By and Between the City of Arvada and E-Z Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, In an Amount Not to Exceed \$4,662,989.00, be approved.

The following votes were cast on the Motion:

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

Those Absent: Simpson

The Motion was Approved

1. R24-071 A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and ECHSA Building Corporation, Owner of Property located at 4905 W. 60th Avenue, Arvada, CO 80003

Don Wick, Deputy City Manager, reviewed this resolution with council.

Councilmember Feret moved that R24-071, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and ECHSA Building Corporation, Owner of Property located at 4905 W. 60th Avenue, Arvada, CO 80003, be approved.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Feret, Fifer

Those voting No: Marriott

Those Absent: Simpson

The Motion was Approved

B. Resolutions –

1. R24-072 A Resolution Authorizing Contract Amendment #3 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program

Aaron Jacks, Sr. Asst. City Attorney, reviewed this resolution with council.

Councilmember Feret moved that R24-072, A Resolution Authorizing Contract Amendment #3 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide

Grant Funding to the City for the Arvada Police Department Co-Responder Program, be approved.

The following votes were cast on the Motion:

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

Those Absent: Simpson

The Motion was Approved

2. R24-073 A Resolution Authorizing a Colorado State Patrol Academy 2024 Agreement for Use of the Colorado State Patrol Academy Driving Track

Aaron Jacks, Sr. Asst. City Attorney, reviewed this resolution with council.

Councilmember Feret moved that R24-073, A Resolution Authorizing a Colorado State Patrol Academy 2024 Agreement for Use of the Colorado State Patrol Academy Driving Track, be approved.

The following votes were cast on the Motion:

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

Those Absent: Simpson

The Motion was Approved

C. Ordinances (First Reading) –

- 1, CB24-009 An Ordinance Repealing and Reenacting Chapter 50, Irrigation and Drainage, of the Arvada City Code (Public Hearing to be set for August 19, 2024 at 6:15 p.m.)

Councilmember Davis moved that CB24-009, An Ordinance Repealing and Reenacting Chapter 50, Irrigation and Drainage, of the Arvada City Code, be approved on first reading, ordered published in full and a Public Hearing be set for August 19, 2024 at 6:15 p.m.

The following votes were cast on the Motion:

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

Those Absent: Simpson

The Motion was Approved

9. Other - None

10. Public Hearings –

- A. Texas Roadhouse request for two Major Modifications from the Land Development Code, generally located at 5550 Wadsworth Blvd, City of Arvada, CO (Presenter: Rob Smetana, Manager of City Planning and Development)

1. A Major Modification for Texas Roadhouse from the Land Development Code subsection 5-1-3-1.B.2, that requires buildings adjacent to a Pedestrian Priority Street to have a minimum height of 25 feet and have at least two usable floors, for the building generally located at 5550 Wadsworth Blvd.
2. A Major Modification for Texas Roadhouse from the Land Development Code subsection 5-1-3-1.B.6, that requires transparent windows and/or doors on a minimum of 50 percent of the wall area between two and 10.5 feet above grade on facades facing a street, for the building generally located at 5550 Wadsworth Blvd.

Mayor Pro Tem Moorman opened the public hearing on A Major Modification for Texas Roadhouse from the Land Development Code subsection 5-1-3-1.B.2 and A Major Modification for Texas Roadhouse from the Land Development Code subsection 5-1-3-1.B.6.

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 Pro Tem Moorman made them a part of the official record, along with the staff report.

Sworn Testimony: Marrissa Coleman, representing applicant
 Alex Pray, Arvada resident, in opposition
 Ted Harberg, Arvada resident, in opposition

Councilmember Fifer moved that a Major Modification for Texas Roadhouse from the Land Development Code subsection 5-1-3-1.B.2, that requires buildings adjacent to a Pedestrian Priority Street to have a minimum height of 25 feet and have at least two usable floors, for the building generally located at 5550 Wadsworth Blvd., be approved. This motion is based on the findings of fact of the Planning Commission.

The following votes were cast on the Motion:
Those voting Yes: Ambrose, Fifer, Marriott
Those voting No: Moorman, Davis, Feret
Those Absent: Simpson
The Motion Failed

Councilmember Fifer moved that a Major Modification for Texas Roadhouse from the Land Development Code subsection 5-1-3-1.B.6, that requires transparent windows and/or doors on a minimum of 50 percent of the wall area between two and 10.5 feet above grade on facades facing a street, for the building generally located at 5550 Wadsworth Blvd., be approved. This motion is based on the findings of fact of the Planning Commission.

The following votes were cast on the Motion:
Those voting Yes: Davis, Feret, Fifer, Marriott
Those voting No: Moorman, Ambrose
Those Absent: Simpson
The Motion was Approved.

- B. N/W Jeffco Library request for a Major Comprehensive Plan Amendment and Rezoning for a 9.4 acre parcel approximately located at Candelas Parkway and W 92nd Drive (Presenter: Rob Smetana, Manager of City Planning and Development)
1. CP2024-0002 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point from City of Arvada Mixed Use to City of Arvada Neighborhood and Community Commercial/Office, A Parcel of Land Located on the Southside of Candelas Parkway Between Wilkerson Court and West 92nd Drive in the City of Arvada and State of Colorado
 2. CB24-008, An Ordinance Rezoning Certain Land Within The City Of Arvada, Lot 1 And Lot 2, Block 2, Candelas Commercial Filing No. 2, Otherwise Known As Candelas Point, From PUD (Planned Unit Development) To CG (Commercial, General), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Generally Located On The Southside of Candelas Parkway Between Wilkerson Court And West 92nd Drive (Ordinance No. 4874)

Mayor Pro Tem Moorman opened the public hearings on CP2024-0002 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point and CB24-008, An Ordinance Rezoning Certain Land Within The City Of Arvada, Lot 1 And Lot 2, Block 2, Candelas Commercial Filing No. 2.

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 Pro Tem Moorman made them a part of the official record, along with the staff report.

Sworn Testimony: Donna Walker, representing applicant
Kim Johnson, Arvada resident, in support

Councilmember Fifer moved that CP2024-0002 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point from City of Arvada Mixed Use to City of Arvada Neighborhood and Community Commercial/Office, A Parcel of Land Located on the Southside of Candelas Parkway Between Wilkerson Court and West 92nd Drive in the City of Arvada and State of Colorado, be approved. This motion is based on the findings of fact of the Planning Commission.

The following votes were cast on the Motion:
Those voting Yes: Moorman, Ambrose, Davis, Feret, Fifer, Marriott
Those Absent: Simpson
The Motion was Approved.

Councilmember Fifer moved that CB24-008, An Ordinance Rezoning Certain Land Within The City Of Arvada, Lot 1 And Lot 2, Block 2, Candelas Commercial Filing No. 2, Otherwise Known As Candelas Point, From PUD (Planned Unit Development) To CG (Commercial, General), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Generally Located On The Southside of Candelas Parkway Between Wilkerson Court And West 92nd Drive, be approved on final reading, numbered 4874, and ordered published by title only.

The following votes were cast on the Motion:

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

Those Absent: Simpson

The Motion was Approved

12. Public Comment - Five Minute Limit –
 - A. Dan Bradley, Arvada resident, addressed council regarding the July 8 council workshop.
 - B. Vickie Anatti, Arvada resident, addressed council regarding the proposed Navigation Center.
 - C. Jordan Green, Arvada resident, addressed council regarding recent comments from Councilmember Marriott
13. City Council Reports –
 - A. Councilmember Marriott thanked Jordan Green for his public comments.
 - B. Councilmember Marriott apologized for comments he made during the Homelessness Workshop last week.
 - C. Councilmember Davis said that she attended the Taste of Arvada, a neighborhood block party and Second Saturday, all were great events.
 - D. Councilmember Ambrose said that she also attended the Taste of Arvada.
 - E. Councilmember Ambrose said that she attended the Cross Purpose Graduation.
 - F. Councilmember Ambrose discussed the Homelessness Workshop that was held last week.
 - G. Councilmember Davis invited everyone to Pie with Police.
 - G. Mayor Pro Tem Moorman said that he also attended the Cross Purpose Graduation.
 - H. Mayor Pro Tem Moorman invited everyone to his monthly coffee chat on July 20 from 2-4 p.m. at Sweet Bloom Coffee Roasters, 7745 Wadsworth Boulevard.
14. City Manager Reports – None
15. City Attorney Reports – None
16. Adjournment at 8:45 p.m.

Randy Moorman, Mayor Pro Tem

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: Consent Agenda

Report in Brief

1. R24-074, A Resolution Approving an Employment Separation Agreement between the City of Arvada and Lorie B. Gillis
2. R24-075, A Resolution Approving an Employment Agreement Between the City of Arvada and Linda Haley For Services as Acting City Manager
3. R24-076, A Resolution Approving the Fourth Amendment to an Employment Agreement by and between the City of Arvada and Rachel A. Morris as City Attorney
4. R24-077, A Resolution Approving the Fourth Amendment to an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge
5. R24-078, A Resolution Authorizing Amendment No. 3 to "An Agreement Between the City of Arvada and Kennedy/Jenks Consultants, Inc. for Professional Design Services" for Additional Engineering Consulting Services Relating to the North Trunk Sewer Improvements, Thereby Increasing the Contract Amount from \$1,024,221.00 to an Amount Not to Exceed \$1,128,087.00
6. R24-079, A Resolution Authorizing a Change Order No. 1 to "An Agreement Between the City of Arvada and Anderson Mason Dale Architects, P.C. For Professional Architectural/Engineering Design Services for Police Evidence Storage and Crime Lab in An Amount Not to Exceed \$117,500.00 In the First Year"
7. R24-080, A Resolution Approving an Agreement by and between the City of Arvada and Gabriel Patrick Fallon and Jennifer Ashley Fallon, for the Grant of a Revocable Encroachment License to Install a Fence on top of the Retaining Wall in Ralston Road Adjacent to 6180 Johnson Way, Within Public Right of Way
8. R24-081, A Resolution Authorizing Change Order No. 1 to "An Agreement by and Between the City of Arvada and APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, in an Amount not to Exceed \$3,912,903.05"
9. R24-068, A Resolution Authorizing Amendment No. 4 To "A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA10" for Purposes of Awarding Phase II Services, thereby Increasing the Contract Amount from \$4,078,293.00, to an Amount Not to Exceed \$4,893,063.00

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: August 5, 2024

SUBJECT: R24-074, A Resolution Approving an Employment Separation Agreement between the City of Arvada and Lorie B. Gillis

Report in Brief

Lorie Gillis, has submitted her resignation from the position of city manager, effective August 2, 2024. Ms. Gillis and the City team have discussed and agreed in principle upon the terms of the attached Separation Agreement. The final step in this process is to obtain the Council's approval of the terms of the Separation Agreement.

The Arvada team recommends that the City Council approve R24-074, A Resolution Approving a Separation Agreement Between the City of Arvada and Lorie B. Gillis.

Financial Impact

The financial impact of this Separation Agreement is \$332,764.30 as described in the agreement.

Background

Discussion

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the following Implementation Principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Adaptive and Resilient: The City of Arvada exemplifies resilience and adaptability through its commitment to financial stewardship, fostering a high-performing workforce, and implementing adaptive practices that effectively respond to dynamic environmental changes, ensuring sustainable progress and prosperity for its community.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-074, A Resolution Approving an Employment Separation Agreement between the City of Arvada and Lorie B. Gillis.

Suggested Motion:

I move that R24-074, A Resolution Approving an Employment Separation Agreement between the City of Arvada and Lorie B. Gillis, be (approved) (rejected).

Prepared by:
Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Gabriella Bommer, Director of Human Resources	7/18/2024
Bryan Archer, Director of Finance	7/19/2024
Nora Steenson, Deputy City Attorney	7/19/2024
Don Wick, Deputy City Manager	7/19/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-074

A RESOLUTION APPROVING AN EMPLOYMENT SEPARATION AGREEMENT
BETWEEN THE CITY OF ARVADA AND LORIE B. GILLIS

WHEREAS, on September 21, 2022, the City of Arvada and Lorie B. Gillis entered into an Employment Agreement for the appointment of Ms. Gillis as the City Manager; and

WHEREAS, the Ms. Gillis has resigned from the position; and

WHEREAS, the City wishes to recognize her service by executing a separation agreement between the City and Ms. Gillis.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, an Employment Separation Agreement between the City of Arvada and Lorie B. Gillis. The form of the Separation Agreement is substantially the same as that attached hereto.

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

APPROVED AND ADOPTED this 5th day of August, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By:

**AN EMPLOYMENT SEPARATION AGREEMENT BETWEEN
THE CITY OF ARVADA AND LORIE B. GILLIS**

1. PARTIES.

- 1.1 The Parties to this agreement (“Agreement”) are the City of Arvada, a Colorado home rule municipal corporation (“Arvada”), and Lorie B. Gillis (“Employee”), collectively the “Parties.”
- 1.2 Whenever the term “Arvada” is used, the term also includes other employees and officers of Arvada including the Acting City Manager, the City Attorney, all the members of the Arvada City Council, and any other employees of Arvada with whom Employee may have worked or who may have helped to draft this Agreement, and anyone who is responsible for seeing that it is carried out.
- 1.3 Employee is a natural person; however, when the term “Employee” is used in this Agreement, it includes Employee as well as anyone who is employed by the Employee, such as an attorney, as well as anyone such as a family member or any third party who may have an interest in any of the payments described in this Agreement or who may have any interest in current or past employment of Employee, or anyone who thinks they may have a claim against Arvada that arises from the employment or separation from employment of Employee. For purpose of this Agreement, these third parties are related to the Employee and are the Employee’s heirs, successors, assigns or agents. The Agreement will bind the Employee, the Employee’s heirs, successors, assigns, and agents, as well as Arvada.

2. RECITALS AND PURPOSE.

- 2.1 Employee is currently employed by the City of Arvada as the City Manager.
- 2.2 Employee has decided to resign her position and Arvada has decided to accept her resignation.
- 2.3 In light of Employee’s years of service as Deputy City Manager and as City Manager and wishing to resolve any concerns or differences before they become disputes, the Parties have mutually agreed upon a severance package for Employee greater than what might otherwise be provided.
- 2.4 Both Parties agree that the compensation made to Employee under this Agreement is made in return for the Employee’s commitments as set forth in Paragraph 6 and for the Employee’s promise to not make certain claims or bring lawsuits against Arvada (the “release and waiver”) as set forth in Paragraph 3.
- 2.5 The mutual exchange of payments and benefits for Employee’s commitments and promises are referred to as “Consideration” or “Compensation.” The Parties agree

that the Compensation described in Paragraph 5 of this Agreement is fair and adequate. The Parties intend that this Agreement is a contract between them, and that it is mutually binding.

3. RELEASE AND WAIVER.

- 3.1. Generally. The Parties both understand and agree that Employee is being separated from employment with Arvada by voluntary resignation. In exchange for the Compensation set forth in Paragraph 5, and in addition to the Employee Commitments outlined in Paragraph 6, the Employee also agrees to a release and waiver of claims against Arvada.
- 3.2. Knowing and voluntary release and waiver. This release and waiver is in recognition of the fact that when an employee is separated from employment, the employee may be able to bring certain claims or file lawsuits under the laws of Arvada, the State of Colorado, or the United States if the employee is able to prove that certain procedures were not followed, or that applicable law was not followed, or the law as it applies to an employee or group of employees was somehow violated. The Employee has been given sufficient time and information to consider such matters, and hereby agrees that such circumstances do not exist with respect to the Employee's separation from service with Arvada. The Employee further agrees that even if she is mistaken in this belief, she is knowingly and voluntarily assuming the risk of such a mistake.
- 3.3. Claims released or waived. This paragraph lists the rights, basis for suits, causes of action or claims from which Employee knowingly and voluntarily releases Arvada: Employee waives and releases Arvada from any and all liability for any and all claims, administrative actions, rights of appeal for separation of employment under any legal theory, including but not limited to claims pursuant to the Arvada City Code or Arvada City Charter, and in particular the Arvada Personnel Rules (Chapter 70 of the Arvada City Code); Title VII of the Civil Rights Act of 1964 as amended from time to time; the Civil Rights Act of 1991; United States Code Sections 1983, 1981, and 1988; the Uniformed Services Employment and Reemployment Rights Act (USERRA); the Age Discrimination in Employment Act (ADEA) and the Older Worker Benefit Protection Act (OWBPA) **(the OWBPA has additional Employee rights and terms that must be complied with that are set forth in Paragraph 8)**; the Colorado Anti-Discrimination Act; the Americans With Disabilities Act; the Family and Medical Leave Act of 1993 and its amendments; the Fair Labor Standards Act; the Colorado Wage and Hour Act; at common law under any tort, contract, promissory estoppel or quasi-contract theory; for loss of services, expenses incurred, loss of compensation, loss of reimbursements, attorney fees, bodily injury (except those that may be subject to a worker's compensation claim); and emotional or psychological injuries resulting from or in any way arising from Employee's employment or separation from employment with Arvada.

- 3.4 Known and unknown damages. The Employee acknowledges and agrees that Arvada has acted in a forthright and good faith manner in disclosing what this Agreement covers and why Arvada has offered it to Employee. However, the Employee is responsible for making her own decisions based on Employee's personal circumstances and her own knowledge and understanding of the terms and conditions of this Agreement. Arvada is not acting as an advisor to or as a representative of Employee. In entering into this Agreement, Employee understands that she intends to be bound by its terms and conditions even if there are damages, losses, costs, claims, causes of action and injuries that Employee may not now know about or which she may learn of after signing. (The preceding sentence is not intended to be a waiver of future OWBPA claims.) Employee understands and agrees that, except for the situation described in Paragraph 8 that deals with the OWBPA, this Agreement is final and binding (meaning neither Party may change their minds later) and the terms or provisions of this Agreement will not be reopened or renegotiated in the future even if Employee misunderstands a term or condition. The Employee does, however, have the right to rescind this Agreement pursuant to the OWBPA as more fully explained in Paragraph 8 below. Employee is assuming the risk of mistake concerning facts or interpretation of this Agreement. **Employee is advised that she may seek the assistance of an attorney (at Employee's expense) to assist in the review and evaluation of this Agreement.**
- 3.5 Certain rights excluded from release and waiver. The Parties understand and agree that certain of Employee's rights under various laws may not be subject to release in advance; these are enumerated in this Paragraph. However, any law not listed is subject to the release and waiver provisions of this Agreement. Future claims of discrimination under Title VII, the FMLA or the ADEA that may occur after the Employee is separated from employment with Arvada are excluded from this Agreement. The right to rescind or revoke this Agreement in accordance with the OWBPA is not waived by this Agreement.

4. LAST DAY OF WORK.

- 4.1. Last day of work. Employee's last day work in the office will be August 2, 2024 ("Last Day of Work"). Employee will continue to receive a salary from Arvada as set forth herein through September 8, 2025, by compensating her for her severance and her existing paid executive, vacation, and sick leave accruals as described in Paragraph 5.
- 4.2 Employment for limited purposes. After her Last Day of Work, Employee will remain an employee of Arvada for purposes of receiving the compensation described in Paragraph 5, and for receiving insurance coverage as noted in subparagraph 5.5 through and including September 8, 2025.

5. COMPENSATION.

5.2 Compensation. The Consideration provided to Employee for the release and waiver described in Paragraph 3 of this Agreement, and any commitments Employee has made in Paragraph 6 of this Agreement, consists of the following:

5.2.1 Severance payment. Employee will receive six month's severance pay. These payments consist of six months' of Employee's base salary plus six months' of Employee's benefits for a total value of \$162,765.52. These benefits include Employee's retirement contributions through February 2, 2025; Employee's retirement benefits end after that date.

5.2.2 Payment for Executive, Vacation, and Sick leave. In addition to her severance payment, Employee will be paid for all accrued leave time through August 2, 2024. These payments have a total value of \$160,408.48. Employee will not continue to accrue paid leave or allowances of any kind after August 2, 2024. Moreover, Employee will not be paid a car allowance after August 2, 2024, nor will Employee receive any other benefits after August 2, 2024, except those described in this Paragraph 5.

5.2.3 Insurance. Arvada will continue to purchase and pay for Employee's health, vision, dental, and life insurance through September 8, 2025, at the same ratio and basis as for other Arvada employees except as otherwise noted in this Paragraph. The value of these insurance benefits is \$9,590.30. Employee understands that this amount will be applied to her insurance premiums and will not be paid to her directly. If at any time prior to September 8, 2025, Employee becomes employed by an employer who offers these benefits, Employee agrees to notify Arvada so that Arvada may discontinue Employee's insurance coverages under this Agreement.

5.2.4 Withholdings. All withholdings such as those for health, vision, dental, or life insurance, and all tax withholdings, will be withheld from any payments Arvada makes under this Agreement. If there are additional taxes due because of any payment Arvada is making, those taxes will be the sole responsibility of Employee. Unless otherwise required by law, Arvada may, but is not obligated to, withhold taxes or withholdings from any payments that Arvada determines may be required by law.

5.2.5 Payment process; final paycheck. Employee's severance and leave payments as set forth in this Paragraph will be paid out across regular pay periods and in generally equal payments through September 8, 2025. The Employee's final paycheck will be issued, or automatic deposit made, on October 3, 2025. All the payments noted in this Paragraph 5 will be paid to Employee on or before that date except as otherwise noted in this subparagraph 5.2.5. In the unlikely event the Employee passes on or before September 8, 2025, whatever severance and leave payments are still due to Employee as of the date of her death will be paid in a lump

sum to her beneficiary or beneficiaries as designated on a form provided by Arvada and on file with the Human Resources Director. This amount will be paid within 60 days of her death.

5.3. OWBPA Consideration. In addition to the payments described above, Employee acknowledges that she is being paid an additional sum of \$1,000.00 as additional Consideration for the release of any current claim or claims under what is titled the Older Workers Benefit Protection Act (“OWBPA”), 29 U.S.C. §626 (f) of the Age Discrimination Employment Act (“ADEA”), 29 U.S.C. §621, *et seq.* The Parties understand that there are additional terms and conditions that apply specifically to the OWBPA and that they are set out in detail in Paragraph 8 below. This additional sum will be paid to Employee on or before October 3, 2025.

5.4. Adequate Consideration. Employee acknowledges that the Consideration set forth herein would not have been given to Employee but for the Employee’s agreement to the terms of this Agreement. Employee agrees that the Consideration being provided by Arvada is fair and adequate for the release and waiver the Employee is providing.

6. EMPLOYEE COMMITMENTS. In consideration of the Compensation described in Paragraph 5, Employee agrees to the following:

6.1 Transition support. Employee agrees to work collaboratively with Arvada to facilitate a smooth transition for the Acting City Manager, including the creation of a transition plan as appropriate.

6.2 Joint communications plan. Employee agrees to work with Arvada’s Director of Communications and Engagement to create a joint communications plan regarding her resignation. This will consist of a statement from Employee, a statement from the City Council, and a press release used only in response to media inquiries. A deputy city manager may provide input into the statements and must approve them.

6.3 Future cooperation. Employee agrees that following her resignation, she will continue to provide reasonable cooperation to Arvada, and to its designated outside counsel in connection with any legal proceeding relating to any matter that occurred during Employee’s employment in which Employee was involved or has knowledge. To avoid misunderstandings, if Employee’s cooperation in connection with any such legal matter or proceeding becomes necessary after August 2, 2024, the terms of her cooperation will be set forth in a letter agreement executed by the Employee and the City Attorney or designee thereof at the time her services are needed.

6.3.1 If Employee’s cooperation with Arvada or with its designated outside counsel is necessary after September 8, 2025, Arvada will pay Employee at an hourly rate based upon Employee’s final salary and reimburse her for reasonable

out-of-pocket expenses incurred with respect to her compliance with this section. To the extent Arvada seeks Employee's assistance, Arvada will use reasonable efforts, whenever possible to provide Employee with reasonable advance notice of its need for Employee's cooperation and will attempt to coordinate with Employee the time and place at which Employee's assistance will be provided with the goal of minimizing the impact of such assistance on any other material pre-scheduled commitment that Employee may have.

7. **MUTUAL NONDISPARAGEMENT.** Employee will refrain from disparaging Arvada to any third parties. Arvada will refrain from disparaging Employee to any other third parties. In this section, "Arvada" means and includes any Member of the Arvada City Council and any person who is a member of the City's Leadership Team at the time of final execution of this Agreement, and "Leadership Team" means and includes any employee who is the head of a City department, a work system director, a member of the city manager's office, or a City Council appointee.
8. **APPLICABILITY OF OLDER WORKERS BENEFIT PROTECTION ACT.** With respect to any and all claims or rights which might arise from or under the Age Discrimination in Employment Act ("ADEA") or the Older Workers Benefit Protection Act ("OWBPA"), Employee expressly acknowledges and agrees that the Consideration described in Paragraph 5 is made in part in exchange for the release and waiver of any such claims. The release of ADEA claims and OWBPA claims have special provisions that apply only to them. These special conditions are listed in the next several subparagraphs. Employee acknowledges and agrees to the following:
 - 8.1. The release and waiver provided in this Agreement with respect to ADEA and OWBPA claims or potential claims applies only to current or existing claims or potential claims that exist or might exist on the date this Agreement is signed. This Agreement does not release or waive any ADEA or OWBPA claim that might arise after the date of the execution of this Agreement. However, this provision does not mean Arvada agrees or confesses that there are any current claims, or that Arvada agrees any claim made in the future by Employee will be valid.
 - 8.2. Employee acknowledges that she will be paid the Consideration set forth in Paragraph 5 in part for her waiver and release of any ADEA and OWBPA claims and that this payment is fair and adequate.
 - 8.3. Employee acknowledges that she is aware and has been advised that she has the right to consult an attorney of her choosing at her own expense about what this Agreement means before she signs it. Employee may, if she chooses, consider the content of this Agreement for up to 21 days. Employee may take up to 21 days to think about this Agreement once the Agreement has been given to her in its final form. Employee may sign and return this Agreement before 21 days and if Employee does so, the rest of the period for thinking about it is waived by the Employee.

- 8.4. Even after Employee has signed this Agreement, she may still revoke consent to the terms about the ADEA and OWBPA claims for a period of seven days after she signs the Agreement. This seven-day period to revoke acceptance applies only to waiver of ADEA and OWBPA claims. A revocation of the Agreement is received by Arvada if hand delivered to the Director of Human Resources, or upon receipt by the Director of Human Resources if sent pre-paid certified or registered mail and addressed to the Director of Human Resources. Arvada must actually receive the notice of revocation within seven days after Employee has signed the Agreement; if a revocation is sent in the mail, a postmark alone will not be considered receipt by Arvada. After seven days following execution, this Agreement will be fully binding and enforceable even if Employee later changes her mind.
- 8.5. If Employee revokes the Agreement after its full execution in accordance with the provisions of subparagraph 8.4 above, Arvada will still have the option to bind Employee to the rest of the provisions of this Agreement except those related to the ADEA and OWBPA. Arvada also retains the option that if the Agreement is revoked by Employee, Arvada may terminate all of the Agreement's terms and conditions by sending written notice to the Employee. If Arvada decides to fully terminate the Agreement, Arvada is released of any obligation under the Agreement. If this Agreement is revoked by Employee or found unenforceable by a court of competent jurisdiction, Arvada will have no obligation to make any more payments to Employee that it otherwise agreed to make under the terms of this Agreement. Also, if this Agreement is revoked by Employee or is found to be unenforceable by a court of competent jurisdiction, and if Arvada has paid anything to the Employee because of this Agreement, Arvada has a right to be repaid those payments by Employee, or to sue Employee for recovery of those payments if Employee refuses or declines to make repayment. In the event of litigation arising from this Agreement, the prevailing party will be entitled to their reasonable costs and attorney fees.
9. **NO INDUCEMENTS OTHER THAN AS STATED IN THIS AGREEMENT.** The Parties understand that this Agreement is the full agreement of the Parties and that there are not any side agreements or understandings. Employee agrees that no promise or inducement to sign this Agreement has been offered by Arvada that has not been set forth in this Agreement.
10. **SEVERABILITY.** It is possible that a court may determine that some of the terms or provisions of this Agreement are valid and enforceable, and some are not. In that event, any portion of this Agreement found to be valid and enforceable, to the extent practicable, will be deemed severable from the unenforceable terms. The Parties understand this means the remaining terms will be enforceable if it is reasonably possible to do so and the remaining terms may be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.

11. **NO THIRD-PARTY BENEFICIARIES.** The Parties understand and agree 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 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.
12. **VENUE AND JURISDICTION.** In the event either Party brings a claim under this Agreement or seeks to have its provisions interpreted or enforced through any kind of legal action, the Parties agree that the action will be brought either in Jefferson County District Court, or in the United States District Court for the District of Colorado if brought in Federal Court. The Parties agree that any action brought as a result of Employee's employment with Arvada, or under this Agreement will be tried before a Judge; both Parties waive the right to a jury trial under this Agreement.
13. **GOVERNING LAW.** The laws of the State of Colorado will apply to the governance or interpretation of this Agreement.

DATED this _____ day of _____, 2024.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The undersigned Employee is over the age of 18 years and is legally competent to appreciate and fully understand this Agreement. Employee further warrants that **BEFORE SIGNING THIS AGREEMENT, EMPLOYEE HAS FULLY INFORMED HERSELF OF ITS CONTENT AND MEANING AND THE LEGAL SIGNIFICANCE OF EACH AND EVERY PROVISION AND HAS VOLUNTARILY EXECUTED THIS AGREEMENT WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS TERMS.**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20__.

Lorie B. Gillis

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Before me personally appeared Employee this _____ day of _____, 20__ and made oath that she is the same person described in and who executed the above Agreement and she acknowledged to me that she executed the same.

Witness my hand and official seal.

My commission expires:

[SEAL]

Notary Public

City of Arvada

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris

City Attorney



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: R24-075, A Resolution Approving an Employment Agreement Between the City of Arvada and Linda Haley For Services as Acting City Manager

Report in Brief

The City Council has decided to appoint Linda Haley as acting city manager beginning on August 3, 2024. It has been the practice of City Council to utilize employment agreements with Council appointees.

The Arvada team recommends that the City Council approve R24-075, A Resolution Approving an Employment Agreement Between the City of Arvada and Linda Haley For Services as Acting City Manager.

Financial Impact

The Employment Agreement includes a provision for an annual salary of \$273,269.00.

Background

Lorie Gillis resigned effective August 2, 2024, as city manager. City Council directed that a recruitment for a new city manager commence. In the meantime, City Council has decided to appoint Linda Haley as the acting city manager, pending the decision on a new city manager. Ms. Haley has previously served as a deputy city manager for Arvada.

Discussion

Under the home rule Charter of the City of Arvada, City Council may appoint three positions. One of these positions is the city manager. To effectively operate the organization, it is necessary to appoint someone to fill the position of city manager. The action by the City Council to approve an employment agreement with Linda Haley as the acting city manager will ensure that this position will be filled temporarily while City Council decides on a more permanent replacement for this position.

Public Contact

Commission Recommendation

Strategic Alignment

The proposed action aligns with the following Implementation Principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Adaptive and Resilient: The City of Arvada exemplifies resilience and adaptability through its commitment to financial stewardship, fostering a high-performing workforce, and implementing adaptive practices that effectively respond to dynamic environmental changes, ensuring sustainable progress and prosperity for its community.

Alternative Courses of Action

Recommendation for Action

Suggested Motion:

R24-075, A Resolution Approving an Employment Agreement Between the City of Arvada and Linda Haley For Services as Acting City Manager, be (approved) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Gabriella Bommer, Director of Human Resources	7/17/2024
Bryan Archer, Director of Finance	7/17/2024
Nora Steenson, Deputy City Attorney	7/17/2024
Rachel Morris, City Attorney	7/18/2024
Don Wick, Deputy City Manager	7/19/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-075

A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY
OF ARVADA
AND LINDA HALEY FOR SERVICES AS ACTING CITY MANAGER

WHEREAS, the parties wish to enter into an agreement to employ Linda Haley as the acting city manager.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, an Employment Agreement Between the City of Arvada and Linda Haley For Services as Acting City Manager. The form of the Employment Agreement is substantially the same as that attached hereto.

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

APPROVED AND ADOPTED this 5th day of August, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA
AND LINDA HALEY FOR SERVICES AS ACTING CITY MANAGER**

1. **PARTIES.** The Parties to this agreement (“Agreement”) are the City of Arvada, a Colorado home rule municipal corporation (“Arvada” or the “City”), and Linda Haley (“Employee”), collectively, the “Parties.”
2. **RECITALS AND PURPOSE.**
 - 2.1 Employee is currently employed by Arvada as a deputy city manager.
 - 2.2 The City wishes to employ the services of Employee as acting city manager of the City as provided by ordinance and charter provisions of the City, and Employee wishes to accept employment as the acting city manager.
 - 2.3 Both Parties wish to memorialize their agreement for Employee’s services by providing for certain benefits established through conditions of employment and by setting the working conditions of the Employee.
3. **DUTIES.** The City hereby agrees to employ Employee as acting city manager of the City of Arvada to perform the functions and duties specified in Section 6.1 of the home rule charter of the City of Arvada and to perform such other legal and proper duties and functions as the city council shall assign.
4. **TERM.**
 - 4.1 Employee shall commence her duties on August 3, 2024, and will serve as the acting city manager until such time as a new city manager is hired into the position and begins work as the city manager, or until this Agreement is otherwise terminated as set forth in Section 5, whichever is sooner.
 - 4.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the city council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 5 of this Agreement.
 - 4.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign as acting city manager and return to her previous position as deputy city manager without loss or forfeit of any right, privilege, interest, or condition of employment as deputy city manager.
5. **TERMINATION.** Upon written notice personally delivered to the other Party, either Party may immediately terminate Employee’s employment as acting city manager. Immediately upon termination as acting city manager, the Employee shall resume her employment status as deputy city manager and all benefits shall immediately revert to such status as she enjoyed immediately preceding acceptance of appointment as acting city manager. The Employee’s performance as acting city manager shall in no way affect her

employment status as the deputy city manager. Specifically, the Employee's performance as acting city manager shall not be the basis for any evaluation and resulting personnel action affecting her status as deputy city manager.

6. SALARY.

6.1 The City will pay Employee for services rendered under this Agreement an annual salary of \$273,269.00 payable in installments at the same time as other employees of the City are paid.

6.2 In addition, the City will pay employee a monthly car allowance of \$500.00.

6.3 All other benefits, including but not limited to Employee's retirement benefits will stay the same as they are under her deputy city manager role, except that Employee will not receive her salary as deputy city manager while this Agreement is in effect.

7. ADDITIONAL EMPLOYMENT BENEFITS. The City will pay all employment benefits due Employee to the same extent in which she presently participates in the City's medical, dental, vision, and life insurance programs. The City will continue to contribute the same percentage of salary contribution to Employee's retirement account as has been occurring in her position as deputy city manager.

8. ACCUMULATED COMPENSATORY AND VACATION TIME. The City authorizes the accumulation of compensatory and vacation time by Employee and authorizes accumulation of compensatory and vacation time in excess of that permitted under the City's personnel rules and regulations. No payment for accumulated compensatory time is authorized upon termination of her employment under this Agreement as the acting city manager, or in the event of her termination from employment. Notwithstanding anything in this section to the contrary, the parties understand and agree that Employee must reduce her leave accruals to that amount which she would otherwise be eligible to accrue under the City's personnel rules and regulations no later than twelve months following termination of her appointment as acting city manager. The provisions of this section shall survive termination of Employee's employment as the acting city manager.

9. PROFESSIONAL DEVELOPMENT.

9.1 The City agrees to budget for payment of professional dues and subscriptions of Employee necessary for her continued and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional growth and advancement and for the good of the City.

9.2 The City agrees to budget for payment of travel and reasonable expenses of Employee for professional travel, meetings, and occasions adequate to continue the professional development of Employee to adequately pursue necessary official and other functions of the city, including but not limited to the annual conference of the

international city management associations, state league of municipalities, and such other national, regional, state and local government groups and committees thereof which Employee serves as a member.

- 9.3 The City also agrees to pay travel and reasonable expenses of Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of the City.

10. **HOURS OF WORK.** The City acknowledges that the Employee must devote a great deal of additional time outside of normal office hours to the business of the City and to that end, Employee will be allowed to take reasonable compensatory time off as Employee deems appropriate during normal office hours.

11. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.**

- 11.1. The City in consultation with Employee may fix any such other terms and conditions of employment as it may determine from time to time relating to performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City charter, or any other law.

- 11.2. All provisions of the City charter and code and regulations and rules of the City related to vacation, sick leave, retirement and pension system contribution, holidays and other fringe benefits and working conditions, as they now exist or hereafter may be amended, shall also apply to Employee as they would to any other City employee, except where inconsistent with the benefits enumerated herein.

- 11.3. Employee shall have the full authority vested in the city manager by the Arvada City charter, code and other rules and regulations. However, Employee shall advise the City Council in executive session prior to the termination of any current or future department or work system director. This requirement, however, shall not be deemed or interpreted to otherwise limit the authority of Employee to exercise the duties and obligations of the city manager as set forth in the charter of the city of Arvada.

12. **PERFORMANCE EVALUATION.** Because the Parties recognize that Employee has previously never performed the duties of city manager, it is essential for the Parties to regularly meet for the purpose of evaluating the performance of Employee as acting city manager. Evaluation meetings shall be held in executive session approximately every six weeks. All such performance evaluation sessions shall provide the city council and Employee with an opportunity to discuss Employee's performance as acting city manager.

13. **INDEMNIFICATION.** The City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as acting city manager. The City will compromise and

settle any such claim or suit, pay the amount of any settlement or judgment, including attorney's fees rendered thereof, in accordance with the provisions of the Colorado Governmental Immunity Act.

14. GENERAL PROVISIONS.

14.1 This Agreement constitutes the entire agreement between the parties.

14.2 If any term or provision of this Agreement is found to be invalid or unenforceable, the remaining terms and provisions will be deemed to be severable from the invalid or unenforceable terms. The Parties understand this means the remaining terms will be enforceable if it is reasonably possible to enforce them, and the remaining terms will be construed to constitute the agreement that Parties intended to enter in to in the first place.

15. VENUE AND JURISDICTION. In the event either Party brings a claim under this Agreement or seeks to have its provisions interpreted or enforced through any kind of legal action, the Parties agree that the action will be brought either in Jefferson County District Court, or in the United States District Court for the District of Colorado if brought in Federal Court. The Parties agree that any such action will be tried before a Judge; both Parties waive the right to a jury trial under this Agreement.

16. GOVERNING LAW. The law of the State of Colorado will apply to the governance or interpretation of this Agreement.

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DATED this _____ day of _____, 2024

CITY OF ARVADA
A Colorado municipal corporation

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, Colorado 80001-8101

ATTEST:

City Clerk

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

By: _____

EMPLOYEE

Linda Haley



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: R24-076, A Resolution Approving the Fourth Amendment to an Employment Agreement by and between the City of Arvada and Rachel A. Morris as City Attorney

Report in Brief

City Council meets annually with the City Attorney to provide a performance evaluation. On June 24, 2024, City Council met with Ms. Morris for the purpose of providing written and verbal feedback about her performance over the past year. As a result of this performance evaluation, Ms. Morris's annual salary is being adjusted from \$224,720.00 to \$238,203.12 and Ms. Morris will receive an additional 5 days of executive leave per year, to be used by the end of each calendar year. To implement this change, the attached resolution formally approves the fourth amendment to the employment agreement between the City and Rachel Morris as City Attorney.

Financial Impact

The financial impact of this Resolution is \$15,433 annually.

Background

The City Attorney Employment Agreement was originally approved by the City Council on October 8, 2019. The First Amendment to the Employment Agreement was approved on August 16, 2021. The Second Amendment to the Employment Agreement was approved on August 17, 2022. The Third Amendment to the Employment Agreement was approved on July 24, 2023.

Discussion

This amendment provides for a \$13,483.12 salary increase for the City Attorney over her 2023 salary and an additional 5 days of executive leave per year, to be used by the end of each calendar year.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the following Implementation Principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Adaptive and Resilient: The City of Arvada exemplifies resilience and adaptability through its commitment to financial stewardship, fostering a high-performing workforce, and implementing adaptive practices that effectively respond to dynamic environmental changes, ensuring sustainable progress and prosperity for its community.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-076, A Resolution Approving the Fourth Amendment to an Employment Agreement By and Between the City of Arvada and Rachel A. Morris as City Attorney.

Suggested Motion:

I move that R24-076, A Resolution Approving the Fourth Amendment to an Employment Agreement By and Between the City of Arvada and Rachel A. Morris as City Attorney, be (approved) (rejected).

Prepared by:

Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Gabriella Bommer, Director of Human Resources 7/17/2024

Bryan Archer, Director of Finance 7/17/2024

Nora Steenson, Deputy City Attorney 7/17/2024

Don Wick, Deputy City Manager 7/18/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-076

A RESOLUTION APPROVING THE FOURTH AMENDMENT TO AN
EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
RACHEL A. MORRIS AS CITY ATTORNEY

WHEREAS, on October 8, 2019, the City of Arvada and Rachel A. Morris entered into an Employment Agreement for the appointment of Ms. Morris as the City Attorney; and

WHEREAS, the parties wish to amend the Agreement by executing the Fourth Amendment thereto.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest the Fourth Amendment to the Employment Agreement by and between the City of Arvada and Rachel A. Morris as City Attorney. The form of the Fourth Amendment is substantially the same as that attached hereto.

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

APPROVED AND ADOPTED this 5th day of August, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Nora S. Steenson, Deputy City Attorney

By:

**FOURTH AMENDMENT TO AN EMPLOYMENT AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND RACHEL A. MORRIS
AS CITY ATTORNEY**

WHEREAS, on October 8, 2019, the City of Arvada and Rachel A. Morris (“Employee”) entered into an Employment Agreement (“Agreement”) for Employee’s appointment to the position of City Attorney as provided in Section 8.1 of the Arvada City Charter; and

WHEREAS, on August 16, 2021, effective July 12, 2021, the Agreement was amended with the execution of the First Amendment; and

WHEREAS, on August 17, 2022, effective July 11, 2022, the Agreement was amended with the execution of the Second Amendment; and

WHEREAS, on July 17, 2023, effective July 11, 2023, the Agreement was amended with the execution of the Third Amendment; and

WHEREAS, the Parties wish to amend the Agreement by executing a Fourth Amendment thereto.

Section 1. Subsection 7.1, Base salary, of section 7.0, Compensation, of the Agreement is hereby amended in its entirety to read as follows:

7.0 COMPENSATION.

- 7.1 Base salary. City agrees to pay Employee for services rendered an annual base salary of \$238,203.12 beginning on the effective date of this Agreement and payable in installments at the same time and in the same manner as other City employees are paid. Thereafter, the Employee’s salary may be adjusted as set forth herein and at the discretion of the City Council. Payments made shall be subject to such withholdings as may be required or regulated by law, or that are authorized from time to time by Employee.

Section 2. Subsection 8.4.2, Executive leave, of section 8.4, Leave time, of subsection 8.0, Other benefits, of the Agreement is hereby amended in its entirety to read as follows:

8.0 OTHER BENEFITS.

- 8.4 Leave time.

8.4.2 Executive leave. The City acknowledges that Employee must devote time outside normal office hours to the business of the City. As a result, the City will grant to Employee on an annual basis 80 hours of “executive leave” to be taken as she deems appropriate during normal office hours. Executive leave must be taken during the calendar year in which it is accrued, or it will be forfeited. Executive leave may not be carried over from year to year.

Section 3. This Fourth Amendment to the Agreement shall be effective on July 11, 2024.

Section 4. The remaining terms of the Agreement shall remain unchanged except as specifically amended herein. This Fourth Amendment shall not act as a waiver of any term or condition of the Agreement or previously executed amendments.

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:
Nora S. Steenson, Deputy City Attorney

By: _____

EMPLOYEE

Rachel A. Morris



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: R24-077, A Resolution Approving the Fourth Amendment to an Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge

Report in Brief

City Council meets annually with the Presiding Municipal Court Judge to provide a performance evaluation. On July 1, 2024, City Council met with Ms. Kurtz for the purpose of providing written and verbal feedback about her performance over the past year. As a result of this performance evaluation, Ms. Kurtz's annual salary is being adjusted from \$201,400.00 to \$207,441.96, her retirement contribution by the City has been modified to 13.02% and Ms. Kurtz will receive an additional 5 days of executive leave per year, to be used by the end of each calendar year. To implement this change, the attached resolution formally approves the fourth amendment to the employment agreement between the City and Kathryn C. Kurtz as Presiding Municipal Court Judge.

Financial Impact

The financial impact of this Resolution is \$12,958 annually.

Background

The Presiding Municipal Court Judge Employment Agreement was originally approved by the City Council on January 11, 2021. The First Amendment to the Employment Agreement was approved on August 16, 2021. The Second Amendment to the Employment Agreement was approved on August 17, 2022. The Third Amendment to the Employment Agreement was approved on July 20th, 2023.

Discussion

This amendment provides for a \$6,041.96 salary increase for the Municipal Court Judge over her 2023 salary, a 3% increase to retirement contribution, and an additional 5 days of executive leave per year, to be used by the end of each calendar year. There are no other changes to the terms and conditions of the Municipal Court Judge's Employment Agreement.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the following Implementation Principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Adaptive and Resilient: The City of Arvada exemplifies resilience and adaptability through its commitment to financial

stewardship, fostering a high-performing workforce, and implementing adaptive practices that effectively respond to dynamic environmental changes, ensuring sustainable progress and prosperity for its community.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-077, A Resolution Approving the Fourth Amendment to an Employment Agreement By and Between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge.

Suggested Motion:

I move that R24-077, A Resolution Approving the Fourth Amendment to an Employment Agreement By and Between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge, be (approved) (rejected).

Prepared by:
Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Gabriella Bommer, Director of Human Resources	7/18/2024
Bryan Archer, Director of Finance	7/18/2024
Nora Steenson, Deputy City Attorney	7/22/2024
Rachel Morris, City Attorney	7/22/2024
Brad Moloney, Deputy City Attorney	7/22/2024
Don Wick, Deputy City Manager	7/22/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-077

A RESOLUTION APPROVING THE FOURTH AMENDMENT TO AN EMPLOYMENT
AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
KATHRYN C. KURTZ AS PRESIDING MUNICIPAL COURT JUDGE

WHEREAS, on January 11, 2021, the City of Arvada and Kathryn C. Kurtz entered into an Employment Agreement for the appointment of Ms. Kurtz as the Presiding Municipal Court Judge; and

WHEREAS, the parties wish to amend the Agreement by executing the Fourth Amendment thereto.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest the Fourth Amendment to the Employment Agreement by and between the City of Arvada and Kathryn C. Kurtz as Presiding Municipal Court Judge. The form of the Fourth Amendment is substantially the same as that attached hereto.

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

APPROVED AND ADOPTED this 5th day of August, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By:

**FOURTH AMENDMENT TO AN EMPLOYMENT AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND KATHRYN C. KURTZ
AS PRESIDING MUNICIPAL COURT JUDGE**

WHEREAS, on January 11, 2021, the City of Arvada and Kathryn C. Kurtz (“Employee”) entered into an Employment Agreement (“Agreement”) for Employee’s appointment to the position of Presiding Municipal Court Judge as provided in Section 8.2 of the Arvada City Charter; and

WHEREAS, on August 16, 2021, effective July 12, 2021, the Agreement was amended with the execution of the First Amendment; and

WHEREAS, on August 17, 2022, effective July 11, 2022, the Agreement was amended with the execution of the Second Amendment; and

WHEREAS, on July 17, 2023, effective July 11, 2023, the Agreement was amended with the execution of the Third Amendment; and

WHEREAS, the Parties wish to amend the Agreement by executing a Fourth Amendment thereto.

Section 1. Subsection 7.1, Base salary, of section 7.0, Compensation, of the Agreement is hereby amended in its entirety to read as follows:

7.0 COMPENSATION.

- 7.1 Base salary. City agrees to pay Employee for services rendered an annual base salary of \$207,441.96 beginning on the effective date of this Amendment and payable in installments at the same time and in the same manner as other City employees are paid. Thereafter, Employee’s salary may be adjusted as set forth herein and at the discretion of the City Council. Payments made shall be subject to such withholdings as may be required or regulated by law, or that are authorized from time to time by Employee.

Section 2. Subsection 8.1.1, Retirement account, of subsection 8.1, Retirement; Deferred compensation, of section 8.0, Other benefits, of the Agreement is hereby amended in its entirety to read as follows:

8.0 OTHER BENEFITS.

- 8.1 Retirement; Deferred compensation.

8.1.1 Retirement account. The City does not participate in the Social Security System. However, the City will deposit an amount equal to 13.02% of Employee’s base salary into a qualified 401(a) account managed by the Employee, with such deposit to be made during the respective calendar year in generally equal proportionate amounts each pay period. Employee will contribute at least an amount equal to 8% of her salary with deposits being made in the same manner and

at the same time as the City's contributions. Employee will be fully vested in the City's contribution at the time the contribution is made.

Section 3. Subsection 8.3.1, Executive leave, of subsection 8.3, Leave time, of section 8.0, Other benefits, of the Agreement is hereby amended in its entirety to read as follows:

8.0 OTHER BENEFITS.

8.3 Leave time.

8.3.1 Executive leave. The City acknowledges that Employee must devote time outside normal office hours to the business of the City. As a result, the City will grant to Employee on an annual basis 80 hours of "executive leave" to be used as she deems appropriate during normal office hours. Executive leave must be used during the calendar year in which it is accrued, or it will be forfeited. Executive leave may not be carried over from year to year.

Section 4. This Fourth Amendment shall be effective on July 11, 2024.

Section 5. The terms of the Agreement shall remain unchanged except as specifically amended herein. This Fourth Amendment shall not act as a waiver of any term or condition of the Agreement or previously executed amendments.

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:

EMPLOYEE

Kathryn C. Kurtz



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: R24-078, A Resolution Authorizing Amendment No. 3 to “An Agreement Between the City of Arvada and Kennedy/Jenks Consultants, Inc. for Professional Design Services” for Additional Engineering Consulting Services Relating to the North Trunk Sewer Improvements, Thereby Increasing the Contract Amount from \$1,024,221.00 to an Amount Not to Exceed \$1,128,087.00

Report in Brief

Amendment No 3 to the existing engineering services contract between the City of Arvada and Kennedy/Jenks Consultants for the NTL10 - Tennyson and 58th project will increase the existing contract amount by \$103,866.00 to a new contract total of \$1,128,087.00.

The Arvada team recommends that the City Council approve R24-078, A Resolution Authorizing Amendment No. 3 to “An Agreement Between the City of Arvada and Kennedy/Jenks Consultants, Inc. for Professional Design Services” for Additional Engineering Consulting Services Relating to the North Trunk Sewer Improvements, Thereby Increasing the Contract Amount from \$1,024,221.00 to an Amount Not to Exceed \$1,128,087.00

Financial Impact

CIP Project: XX-ENG-XXX North Trunk Sewer Improvements (NTSI) - Tennyson and 61st

Financial Impact: \$103,866.00

Funding Source: Wastewater Enterprise

CIP Account Number: 98551

Background

In 2023, the City of Arvada completed a Sanitary Sewer Master Plan that provided the hydraulic modeling results of the existing sanitary sewer infrastructure servicing northern Arvada. This report highlighted several areas of capacity concerns under existing and build-out conditions. NTL10 was identified as one of the four priority areas and the most time sensitive portion, and City staff contracted with Kennedy/Jenks Consultants (KJ) to design the sewer improvements in Tennyson St between 61st Pl and Interstate 76. The project was pursued as a CM/GC, and at 30% design BT Construction was selected as the contractor. The design process is now at 90% with an estimated construction start date of December 2024.

During the design process, utility conflicts were discovered in the Railroad Right-of-Way and the 90% construction documents will need to be updated. KJ has also completed additional design services due to conflicts with Metro Water Recovery specifications that were not part of the original contract. These items have resulted in a change order in the amount of \$103,866.00.

Discussion

Kennedy/Jenks (KJ) was originally contracted for an amount of \$425,472.00 for design phase services. Following various scope changes as the design process developed, KJ performed work in excess of that which was originally contracted.

Original Contract: \$425,472.00

Amendment 1: \$506,566.00

SUBJECT: R24-078, A Resolution Authorizing Amendment No. 3 to “An Agreement Between the City of Arvada and Kennedy/Jenks Consultants, Inc. for Professional Design Services” for Additional Engineering Consulting Services Relating to the North Trunk Sewer Improvements, Thereby Increasing the Contract Amount from \$1,024,221.00 to an Amount Not to Exceed \$1,128,087.00

PAGE: 2
ITEM: 8.A.5.

Amendment 2: \$92,193.00
Amendment 3: \$103,866.00

The City recommends that R24-078, A Resolution Authorizing Amendment No. 3 to “An Agreement Between the City of Arvada and Kennedy/Jenks Consultants, Inc. for Professional Design Services” for Additional Engineering Consulting Services Relating to the North Trunk Sewer Improvements, Thereby Increasing the Contract Amount from \$1,024,221.00 to an Amount Not to Exceed \$1,128,087.00. This work is funded by the 2022 Sewer Bond.

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 R24-078, A Resolution Authorizing Amendment No. 3 to “An Agreement Between the City of Arvada and Kennedy/Jenks Consultants, Inc. for Professional Design Services” for Additional Engineering Consulting Services Relating to the North Trunk Sewer Improvements, Thereby Increasing the Contract Amount from \$1,024,221.00 to an Amount Not to Exceed \$1,128,087.00.

Suggested Motion:

I move that R24-078, A Resolution Authorizing Amendment No. 3 to “An Agreement Between the City of Arvada and Kennedy/Jenks Consultants, Inc. for Professional Design Services” for Additional Engineering Consulting Services Relating to the North Trunk Sewer Improvements, Thereby Increasing the Contract Amount from \$1,024,221.00 to an Amount Not to Exceed \$1,128,087.00, be (approved) (rejected).

Prepared by:
Kris Gardner, Civil Engineer III

Reviewed by:

Approved by:

SUBJECT: R24-078, A Resolution Authorizing Amendment No. 3 to “An Agreement Between the City of Arvada and Kennedy/Jenks Consultants, Inc. for Professional Design Services” for Additional Engineering Consulting Services Relating to the North Trunk Sewer Improvements, Thereby Increasing the Contract Amount from \$1,024,221.00 to an Amount Not to Exceed \$1,128,087.00

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ITEM: 8.A.5.

Mary Stahl, Senior Civil Engineer	7/16/2024
Jenny Wolfschlag, City Engineer	7/17/2024
Jacqueline Rhoades, Public Works Director	7/18/2024
Bryan Archer, Director of Finance	7/19/2024
Tammy Hedlund, Legal Specialist	7/19/2024
Jessica Morales, Assistant City Attorney	7/19/2024
Don Wick, Deputy City Manager	7/19/2024
Rachel Morris, City Attorney	7/22/2024
Brad Moloney, Deputy City Attorney	7/22/2024
Lorie Gillis, City Manager	7/22/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-078_

A RESOLUTION AUTHORIZING AMENDMENT NO. 3 TO “AN AGREEMENT BETWEEN THE CITY OF ARVADA AND KENNEDY/JENKS CONSULTANTS, INC. FOR PROFESSIONAL DESIGN SERVICES” FOR ADDITIONAL ENGINEERING CONSULTING SERVICES RELATING TO THE NORTH TRUNK SEWER IMPROVEMENTS, THEREBY INCREASING THE CONTRACT AMOUNT FROM \$1,024,221.00 TO AN AMOUNT NOT TO EXCEED \$1,128,087.00

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, Amendment No. 3, which is in substantially the same form as that attached hereto, to the Agreement between the City of Arvada and Kennedy/Jenks Consultants, Inc. for Professional Design Services, for additional engineering consulting services relating to the North Trunk Sewer Improvements, thereby increasing the contract amount from \$1,024,221.00 to an amount not to exceed \$1,128,087.00.

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

APPROVED AND ADOPTED this 5th day of August, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

AMENDMENT NO. 3
TO “AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
KENNEDY/JENKS CONSULTANTS, INC. FOR PROFESSIONAL
DESIGN SERVICES” FOR ADDITIONAL ENGINEERING
CONSULTING SERVICES RELATING TO THE NORTH TRUNK
SEWER IMPROVEMENTS, THEREBY INCREASING THE
CONTRACT AMOUNT FROM \$1,024,221.00 TO AN AMOUNT
NOT TO EXCEED \$1,128,087.00

- 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” or the “City”) and Kennedy Jenks Consultants, Inc., a California Foreign Corporation whose principal place of business is located at 275 Battery Street, Suite 550, San Francisco, California 94111 (“Consultant” or “Contractor”). 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 engineering consulting firm to provide design and construction phase services for the replacement of approximately 3,600 feet of sanitary trunk sewer, for the North Trunk Sewer Improvements – Tennyson and 58th, Project No. 22-SR-11 (the “Project”).
 - 2.2. On or about September 23, 2023, Arvada and Consultant entered into an agreement for these design phase engineering services in an amount not to exceed \$425,472.00 (“Original Agreement”).
 - 2.3. On or about November 28, 2023, after approval by the Arvada City Council, the Parties executed Amendment No. 1 to the Original Agreement (“Amendment No. 1”). Amendment No. 1 was necessary to account for: (1) additional design services that were encountered during the execution of the preliminary and final design phases of the Project; and (2) the addition of construction phase engineering services for the Project. Amendment No. 1 increased the contract amount by \$506,556.00, thereby increasing the contract amount from \$425,472.00 to an amount not to exceed \$932,028.00 for the contracted services.
 - 2.4. On or about June 10, 2024, the Parties executed Amendment No. 2 to the Original Agreement (“Amendment No. 2”). Amendment No. 2 was necessary for the inclusion of additional professional engineering consulting services needed due to unforeseen circumstances and City-requested changes and additions. The cost of Amendment No. 2 was \$92,193.00, thereby increasing the contract amount from \$932,028.00 to an amount not to exceed \$1,024,221.00 for the services.
 - 2.5. For the convenience of the Parties, (due to the voluminous nature of the Original Agreement, Amendment No. 1, and Amendment No. 2), the Original Agreement, Amendment No. 1, and Amendment No. 2 are not attached hereto but are incorporated herein by reference.

2.6. This Amendment No. 3 to the Original Agreement is necessary for Contractor to perform a partial re-design of the sanitary sewer trunkline ("Amendment No. 3"). The cost of Amendment No. 3 is \$103,866.00, thereby increasing the contract amount from \$1,024,221.00 to an amount not to exceed \$1,128,087.00.

- 3. CONTRACT DOCUMENTS AND EXHIBITS.** The Contract Documents shall consist of this Amendment No. 3, Amendment No. 2, Amendment No. 1, and the Original Agreement, together with the following:

Exhibit 1: Consultant's July 1, 2024, Scope Change and Budget Augmentation Request.

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. CHANGES AND ADDITIONS TO SCOPE OF WORK.

4.1. The Scope of Work for the Project is amended to include the changes and additions shown in **Exhibit 1** to this Amendment No. 3.

4.2. While **Exhibit 1** refers to these changes as "Amendment No. 4," these changes are for Amendment No. 3 to the Original Agreement.

- 5. COST OF AMENDMENT NO. 3.** Amendment No. 3 increases the contract amount by **\$103,866.00**, thereby increasing the contract amount from \$1,024,221.00 to an amount not to exceed **\$1,128,087.00** for the Work.

- 6. FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Original Agreement, Amendment No. 1, and Amendment No. 2.

(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, Colorado 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

KENNEDY/JENKS CONSULTANTS, INC.

Emily C. Hudish
Vice President
275 Battery Street, Suite 550
San Francisco, California 94111
EmilyHudish@kennedyjenks.com

Exhibit 1

Amendment No. 3

To “An Agreement Between The City Of Arvada And Kennedy/Jenks Consultants, Inc. For Professional Design Services” For Additional Engineering Consulting Services Relating To The North Trunk Sewer Improvements, Thereby Increasing The Contract Amount From \$1,024,221.00 To An Amount Not To Exceed \$1,128,087.00

Scope Change/Budget Augmentation Request

This document is notification of the need for additional work that is outside the contractually agreed-upon project scope, due to unforeseen outside factors, client-requested changes or additions to scope. Continued effort on the additional work will not proceed until written acknowledgement/authorization is received from client.

Project Name: North Trunk Sewer Improvements – Tennyson and 58th	Date: 7/1/2024														
Client: City of Arvada	Project No.: 2246059*00														
Description of Scope Change Please find attached the Request for Amendment No. 4. The table below shows the summary of changes identified for this request.															
<table border="1"> <thead> <tr> <th>Additional Tasks</th> <th>Additional Costs</th> </tr> </thead> <tbody> <tr> <td>Task 3.2 90% Design</td> <td>\$42,042</td> </tr> <tr> <td>Task 3.3 Bid Set</td> <td>\$13,248</td> </tr> <tr> <td>Task 3.6 GEI - Geotechnical/Tunneling</td> <td>\$29,582</td> </tr> <tr> <td>Task 3.7 Contingency</td> <td>\$11,228</td> </tr> <tr> <td>ESDC Task 4.2 Consttuction Services</td> <td>\$7,767</td> </tr> <tr> <td>TOTAL:</td> <td>\$103,866</td> </tr> </tbody> </table>		Additional Tasks	Additional Costs	Task 3.2 90% Design	\$42,042	Task 3.3 Bid Set	\$13,248	Task 3.6 GEI - Geotechnical/Tunneling	\$29,582	Task 3.7 Contingency	\$11,228	ESDC Task 4.2 Consttuction Services	\$7,767	TOTAL:	\$103,866
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ESDC Task 4.2 Consttuction Services	\$7,767														
TOTAL:	\$103,866														
☒ Letter describing scope change included as an attachment.															
Assumption(s) See the Request for Amendment No. 4 for assumptions.															
Budget Augmentation Request See the summary table below.															
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ESDC Task 4.2 Consttuction Services	\$7,767														
TOTAL:	\$103,866														
☒ Detailed fee estimate included as an attachment.															

Estimated Effect on Deliverable Schedule (if any)

See the summary below and the detailed schedule attached.

Project Milestone	Date
Pothole Survey Data Collected	July 10, 2024
Pothole Survey Data Plotted (City) and Delivered to KJ	July 12, 2024
90% Design	August 9, 2024
Design Submittal to Railroads	August 12, 2024
100% Design (projected)	November 28, 2024
Railroad Engineering Approval	January 24, 2025

Effect on Contract/Authorized Budget

- ☐ Sufficient budget to cover the scope change request may be available in the current project budget and work can proceed. A formal request for additional budget will be issued later if required.
- ☒ Insufficient budget available in the current contract budget to cover the scope change request. Authorization is required to proceed with the additional work.

Originated by: Brad Florentin

Date: 7/1/2024

Approved by (KJ Project Manager): Brad Florentin

Date: 7/1/2024

Client Acknowledgement/Authorization

- ☐ Scope Change/Budget Augmentation Request is authorized. A contract amendment to cover additional work will be promptly executed. Proceed with the additional work.
- ☐ Scope Change/Budget Augmentation Request is authorized. A contract amendment to cover additional work will be executed later if required to cover additional cost.
- ☐ Scope Change/ Budget Augmentation Request is approved but do not proceed with additional work until a contract amendment is authorized.
- ☐ Scope Change request is not authorized. Do not proceed.
- ☐ Scope Change request is considered to be part of original scope. Follow-up discussion is required.

Authorized by (Client Project Manager):

Date:

Print Name:

July 1, 2024

Mr. Kris Gardner, P.E.
Project Manager
City of Arvada
8101 Ralston Road
Arvada, CO 80002

**Subject: Request for Amendment No. 4: Trunkline Alignment Adjustment Design
North Trunk Sewer Improvements – Tennyson and 58th
JN 2246059*00**

Dear Mr. Gardner,

Kennedy/Jenks Consultants (KJ) is submitting this proposal to the City of Arvada (City) to perform a partial re-design of the sanitary sewer trunkline. Re-design is required due to the following, unforeseen changes that were not included in the contract scope of work:

1. **Utility Conflicts in Railroad Right-Of-Way:** KJ submitted the 90% Design to the City on 11/22/2023 and received comments back on 12/22/2023. In an effort to maintain the original project schedule, the City directed KJ to incorporate the comments from the 90% design review prior to having the pothole data from the railroad ROW. Railroad ROW pothole information was collected in February 2024 and resulted in unexpected utility conflicts. Some of these conflicts included gas lines mislocated by UCS and fiber optic lines not previously located and found during field potholing that interfered with the 90% Design.
2. **Metro Water Recovery (Metro) Metering Vault:** KJ has coordinated closely with Metro throughout development of the 60% and 90% design phases. Metro provided KJ with a list of equipment to be specified for the metering vault cabinet design. In this list was an autosampler that was not rated for Class 1 Division 2 environments, which is required NFPA 820. In order to safely provide the required electrical equipment and the autosampler, KJ designed a two-cabinet approach so that the autosampler could be housed in a separate cabinet from the electrical equipment. Metro decided not to accept the two-cabinet solution and reset and reuse the existing cabinet and associated equipment which has resulted in additional coordination efforts with Metro and will require modifications to the design drawings and specifications to accommodate the change in scope.

These additional services have been discussed with the City as the Project has progressed. The details of the additional services are provided as follows:

ADDITIONAL SERVICES

Design Services

KJ is assuming the split flow option under the railroad and resetting and reusing the Metro metering cabinet for the re-design efforts shown below:

- Incorporating updated utility mapping and pothole information into the design near the railroad and near the meter vault at the downstream end of the project.
- An in person 2 hour meeting with the City, KJ, GEI and BTC to review the updated information and confirm redesign using a split flow under the railroad.

- Cured in Place Pipe (CIPP) liner calculations for the existing sanitary sewer and the new split flow line under the railroads.
- Hydraulic calculations for the split flow pipe option within the railroad ROW.
- Design of custom pre-cast flow split structures on the upstream and downstream ends of the railroad ROW.
- QA/QC of the updated design calculations, drawings, and specifications.
- Drawing modifications:
 - One (1) additional civil detail sheet for flow split structures.
 - Modification to four (4) civil plan and profile sheets and pothole table depending on the viable alignment alternative.
 - Modification to two (2) mechanical detail sheets for the metering vault design.
 - Modification of eight (8) electrical sheets and modification of up to four (4) P&IDs for the metering cabinet.
 - Modification of the two restoration sheets and updated quantities
 - Modification of two GESC plans
- Specification modifications:
 - Addition of a CIPP specification.
 - Addition of a precast utility vault specification.
 - Modification to electrical and instrumentation specifications.
- One (1) virtual two-hour meeting with KJ, GEI and BTC to coordinate the design and review constructability.
- Site Visits
 - 8 hours for the project engineer to be present during potholing efforts for confirmation of scope of work and potholing results.
- GEI re-design for a different trenchless design for the smaller split flow line. See Appendix A for GEI scope.
- Contingency for incorporating minimal comments from City, stakeholder, and other regulatory reviews.

ESDC Services

KJ will have a few added tasks during construction given the CIPP liner and splitter structures:

- Two (2) additional submittals.
- Two (2) additional RFIs.
- Review of vendor CIPP calculations.
- Review of pre and post CCTV of the lines for CIPP.
- Splitter structure site observations and structural review.

Our Assumptions include:

- Bypass plans will be updated by BT and its sub-contractors with need for minimal input from KJ.
- Precast utility vaults will be utilized for the flow split structures. Cast-in-place vault design is not included as part of this amendment.
- Additional survey needs stemming from updated utility locates and potholing information will be provided by the City. Any schedule delays due to survey efforts will be coordinated with City's PM promptly to maintain progress on the critical path for the overall schedule.

PROJECT SCHEDULE UPDATE

The time associated with the above scope is projected to be completed before October 2024. Assuming potholing information is received along with a Notice to Proceed with this scope from the City by July

12, 2024, KJ is anticipating having a 90% set by August 9, 2024. IFC drawings will follow Arvada review and incorporate comments from the Adams County AASI review. Below is a summary of Project Milestones and the anticipated schedule to complete the Project design:

Project Milestone	Date
Pothole Survey Data Collected	July 10, 2024
Pothole Survey Data Plotted (City) and Delivered to KJ	July 12, 2024
90% Design	August 9, 2024
Design Submittal to Railroads	August 12, 2024
100% Design (projected)	November 28, 2024
Railroad Engineering Approval	January 24, 2025

KJ has revised the Project baseline schedule, incorporating these additional design impacts, and it is attached Appendix B.

PROJECT COMPENSATION

A summary of the additional costs associated with the items noted above is provided below and the detailed estimate is provided in Appendix C:

Table 1: Proposed Amendment No. 4 Costs

Additional Tasks	Additional Costs
Task 3.2 90% Design	\$42,042
Task 3.3 Bid Set	\$13,248
Task 3.6 GEI - Geotechnical/Tunneling	\$29,582
Task 3.7 Contingency	\$11,228
ESDC Task 4.2 Constluction Services	\$7,767
TOTAL:	\$103,866

The personnel rates included in this proposed amendment are Standard 2024 KJ rates.

A summary of the proposed costs by task is provided below:

Table 2: Proposed Project Costs, by Task

Design Services					
Tasks	Budgeted Labor and Expenses	Amendment No. 1 Request	Amendment No. 3 Request	Amendment No. 4 Request	Amended Total
Task 1 – Project Management	\$39,820.00	\$7,326.00	\$26,240.00	-	\$73,386.00
Task 2 – Preliminary Design	\$129,970.00	-	-	-	\$129,970.00
Task 3 – Final Design	\$255,682.00	\$184,040.00	\$65,953.00	\$96,100.00	\$601,775.00
TOTALS:	\$425,472.00	\$191,366.00	\$92,193.00	\$96,100.00	\$805,131.00

Engineering Services During Construction			
Tasks	Amendment No. 2 Request	Amendment No. 4 Request	Amended Total
Task 4 - Engineering Services During Construction	\$315,190.00	\$7,766.72	\$322,956.72
TOTALS:	\$315,190.00	\$7,766.72	\$322,956.72

CONCLUSION

KJ appreciates the opportunity to submit this proposal to the City of Arvada and looks forward to your consideration of these additional service needs on the Project. Please contact me with any questions regarding our proposal.

Sincerely,

Kennedy/Jenks Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'Brad Florentin', followed by a long, horizontal, slightly wavy line that tapers to a point on the right.

Brad Florentin, P.E.
Project Manager

Appendix A: GEI Scope

June 13, 2024
Project No. 2306042 - 22134

VIA EMAIL: BradFlorentin@kennedyjenks.com

Brad Florentin, PE
Kennedy Jenks
215 Union Boulevard
Suite 500
Lakewood, CO 80228

**Re: Proposal for Tunnel Engineering Services – Addendum 3
North Trunk Sewer Improvements – Tennyson and 58th
Arvada, Colorado**

Dear Mr. Florentin:

GEI Consultants (GEI) is pleased to provide this proposal addendum to Kennedy Jenks (KJ) for the subject project.

Project Understanding

The City of Arvada (City) is currently completing a Sanitary Sewer Master Plan and the modeling efforts have identified hydraulic capacity issues in the vicinity of Tennyson Street and 58th Avenue. The primary goal of this project is to upsize approximately 3,600 feet of sanitary sewer main in the North Trunk Sewer (NTS) system to remedy the capacity challenges. Based on current conversation with KJ, the City and BT Construction (BT) of the project will continue to be executed under the CM/GC construction delivery approach.

As part of our continued work, it is our understanding that the City will be moving into the construction phase with the existing CM/GC project team. Currently the project awaits confirmation of a number of utilities within and north of the railroad corridor. Following completion of potholing the utilizes, the design team will make final adjustments the proposed redesign of the railroad crossing. This addendum provides a scope of work for GEI to provide final re-design services on the project prior to the start of construction.

Proposed Scope of Services

Based on our understanding of the project, and review with KJ, GEI proposes the following scope of services. GEI will assist KJ and their teaming partners in support of the project design associated with the tunneled crossing of the five railroad lines on the project and for the Geotechnical design considerations for the open cut portion of the projects.

Task – 1: Project Management and Quality Control

Project management and quality control for the project will include the following items:

- a. Continued attendance of weekly project design meetings. These meetings are assumed to be half virtual and half held at the City of Arvada, and anticipated to be 1 hour in length.
- b. The following submission of key project deliverables an in person meeting will be held for larger design discussion. Specifically, the redesign level of 90%, assumed to be two hours.
- c. Attendance of railroad coordination meetings following submission of the utility crossing permits to each of the railroads. GEI assumes a total of 8 hours in railroad coordination meetings.
- d. Adhere to KJ's Quality Control program for milestone review of all deliverables.

Task – 2: Final Design

Following the completion of the utility potholing by BT, GEI will work with KJ, BT and the City, to complete the redesign at the 90% design phase and initiate the 100% design phases. The scope items to complete the final design task include:

- a. Update the current 90% design specifications with the pipe diameter and alignment locations revised from utility conflicts.
- b. Coordinated with the design team to review the cost estimate at the 90% and 100% design levels.
- c. GEI will provide updated drawing elements to KJ for tunnel-related drawings including details, special connections, instrumentation and monitoring during construction, and other tunnel specific elements. These elements will be reviewed by GEI under KJ's Quality Control program following their inclusion in the full project drawing package.
- d. GEI will assist with the railroad crossing permit submission. GEI will assist by continuing to provide guidance on the railroad permitting process and assisting with figures required under each railroad permit. GEI assumes BT will ultimately complete the permitting submissions to the three railroads.

Assumptions and Exclusions

GEI has assumed the following in preparing our scope and fee for the project. If any of the assumptions below are incorrect, a change in scope and fee may result.

1. Base maps and/or aerial photographs in paper and/or electronic format showing the proposed site layout, property lines, and landmarks will be provided by the client.
2. Survey of the boring location will be completed by others after drilling.
3. Site access and coordination including but not limited to private property access, and environmental permits will be coordinated by the client and secured prior to drilling.
4. Private utilities in our proposed boring locations will be identified and marked by the owner prior to commencing any subsurface investigation.
5. The selected boring locations will be accessible by a truck-mounted drill rig.

6. Contaminated soils, bedrock, and/or groundwater will not be encountered during our subsurface exploration.
7. Significant weather will not impact the schedule of the proposed field studies.
8. Coordination with an environmental subcontractor regarding environmental sampling will not be required.
9. Pavement design will not be required.
10. Surface disturbance from the geotechnical investigation will not require follow-up work.
11. Soil and/or rock samples collected during the exploratory drilling will remain at Lithos' office for a period of 6 months after completion of the final report and will then be disposed after discussion with the client.
12. Should the project delivery go different than we assumed we reserved the right to reevaluates fee
13. Should a more thorough hydrogeologic investigation (pump testing) be needed following slug test to be performed by GEI, GEI will recommend an appropriate subconsultant to perform a full hydrogeologic investigation.

Fee Estimate

Based on our proposed Scope of Services outlined above, we estimate a total fee for our services in accordance with the attached fee estimate. GEI proposes to provide these services on a time and expense basis. Additional work beyond the scope of this proposal will be billed on a time and expense basis upon receipt of written approval to perform additional scope.

Closing

We appreciate the opportunity to submit this addendum for the project and look forward to continuing to work with you and your team on this project. For this project, James Carroll will be the Project Manager and key contact with principal oversight by Robin Dornfest. If you have any questions regarding the contents of this proposal, please contact the undersigned.

Sincerely,

GEI Consultants, Inc.



James Carroll, PE
Project Manager

Attachments

Fee Estimate

Fee Schedule

Proposal for Tunnel Engineering Services – Addendum 3
North Trunk Sewer Improvements – Tennyson and 58th
Arvada, Colorado
June 13, 2024

AH

B:\Working\KENNEDY-JENKS CONSULTANTS, INC\2306042 22134 Arvada Tennyson & 58th\Project Management\Proposals\Addendum 3 - Additional Design Effort\GEI Version - 22134 _ Arvada Tennyson RR Crossing Add 3_06132024.docx

Detailed Fee Estimate

Project - Arvada Tennyson RR Crossing

Project Number - 22134

Date - 06/13/2024

LABOR

No.	Phase	Rate/Hr	Senior Consultant	Principal	Senior Professional II	Senior Professional I	Professional II	Professional I	Staff Professional III	Staff Professional II	Staff Professional I	Administrative	Hours per Task	Labor Fees per Task
			\$ 260	\$ 265	\$ 240	\$ 225	\$ 180	\$ 170	\$ 160	\$ 145	\$ 125	\$ 90		
1	Project Management and Quality Control				48					8		6	62	\$ 13,220
2	Final Design - Redesign			8	24					40			72	\$ 13,680
	Fee Schedule (24)												Total Hours	Total Labor
	Labor Fees per Position		\$ -	\$ 2,120	\$ 17,280	\$ -	\$ -	\$ -	\$ -	\$ 6,960	\$ -	\$ 540	134	\$ 26,900

* Cost of supplemental services are included in total project cost.

SUBCONSULTANTS and DIRECT COSTS

No.	Phase	Driller	Lab Testing	Traffic Control		Fees per Task	Mileage \$0.75/mi	Per Diem	Lodging	Airline	Other	Fees per Task
1	Project Management and Quality Control					\$ -	200					\$ 160
2	Final Design - Redesign					\$ -						\$ -
						\$ -						\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ 160
	Markup 12%	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ 160
				Total Subconsultants				Total Direct Costs				
				\$ -				\$ 160				

SUMMARY

No.	Phase	Labor	Subconsultants	Direct Costs	Total
1	Project Management and Quality Control	\$ 13,220		\$ 160	\$ 13,380
2	Final Design - Redesign	\$ 13,680			\$ 13,680
	Markup 12%		\$ -	\$ -	\$ -
	Total	\$ 26,900	\$ -	\$ 160	\$ 27,060

**FEE SCHEDULE
2024**

1. Services will be billed on the time worked by staff personnel as follows unless noted otherwise in the proposal or contract. Overtime hours will be charged at straight time rates.

Principal	\$265
Senior Consultant	\$260
Senior Professional II	\$240
Senior Professional I	\$225
Professional II	\$180
Professional I	\$170
Staff Professional III	\$160
Staff Professional II	\$145
Staff Professional I	\$125
Administrative	\$90

2. Direct non-salary expenses will be billed at Lithos Engineering's cost plus a twelve (12) percent markup for the following:
 - a. Reproduction and printing costs for project-related documents
 - b. Transportation and subsistence costs for travel including rental cars, truck, boats, trains, and other public carriers.
 - c. Express delivers such as UPS.
3. Mileage for use of personal or company vehicles will be billed at \$0.80/mile.
4. Subcontractors retained by Lithos Engineering for project-related services will be billed at our cost plus 12 (twelve) percent.
5. Payment: Invoices will be submitted about once a month unless otherwise noted in the proposal or contract for services performed. Payment is due upon receipt of the invoice. Interest of two (2) percent per month may be added to the outstanding balance on invoices older than 30 days. If Lithos Engineering must engage collection services to receive payment, Client will reimburse Lithos Engineering for all reasonable collection, attorneys, and court fees.
6. Billing rates are subject to change at any time unless otherwise noted in the proposal or contract.

Appendix B: Schedule

Task Mode

Task Name

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Appendix C: Detailed Estimate

Appendix C: Amendment No. 4 - Trunkline Alignment Change



CLIENT Name: City of Arvada

PROJECT Description: NTSI, Tennyson and 58th - Amendment No. 4

Proposal/Job Number: 2246059*00

Date: 7/1/24

January 1, 2024 Rates															KJ	KJ	Sub	KJ	KJ				
Classification:	Eng-Sci-9	Eng-Sci-8 Brad Florentin PM	Eng-Sci-7 Project Engineer	Eng-Sci-6 Travis Stevens	Eng-Sci-4 Staff Engineer	Eng-Sci-3 Erica Wirski Staff Engineer	Eng-Sci-4 Zach Pyle Electrical Engineer	Eng-Sci-4 Kate Johannesen I&C Engineer	Eng-Sci-5 Mike Washmuth Structural Engineer	Senior CAD Technician	CAD Technician	Project Administrator	Administrative Assistant	Total	Labor	Communications Charge	GEI	Sub-Markup	ODCs	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	\$305	\$281	\$258	\$234	\$210	\$162	\$210	\$210	\$224	\$146	\$134	\$115	\$109	Hours	Fees	4%	Subs	5%	Fees				Fees
Task 3.2 90% Design																							
RR ROW Pothole Observation				8										8	\$1,872	\$75		\$0	\$25	\$1,947	\$0	\$25	\$1,972
Team Design Meetings		5		5		5	2		2					19	\$4,253	\$170		\$0	\$75	\$4,423	\$0	\$75	\$4,498
90% Drawings		4		24	16	32	8		16	12	24			136	\$25,516	\$1,021		\$0		\$26,537	\$0	\$0	\$26,537
90% Specifications				4	8	8	4							24	\$4,752	\$190		\$0		\$4,942	\$0	\$0	\$4,942
QA/QC			8	8										16	\$3,936	\$157		\$0		\$4,093	\$0	\$0	\$4,093
Task 3.2 - Subtotal	0	9	8	49	24	45	14	0	18	12	24	0	0	203	\$40,329	\$1,613	\$0	\$0	\$100	\$41,942	\$0	\$100	\$42,042
Task 3.3 Bid Set																							
Bid Set Drawings				4		8			8	8	16			44	\$7,336	\$293		\$0		\$7,629	\$0	\$0	\$7,629
Bid Set Specifications					2	2								4	\$744	\$30		\$0		\$774	\$0	\$0	\$774
QA/QC		2	4	4	4		4		2					20	\$4,658	\$186		\$0		\$4,844	\$0	\$0	\$4,844
Task 3.3 - Subtotal	0	2	4	8	6	10	4	0	10	8	16	0	0	68	\$12,738	\$510	\$0	\$0	\$0	\$13,248	\$0	\$0	\$13,248
Task 3.6 GEI - Geotechnical/Tunneling																							
Task 3.6 GEI - Geotechnical/Tunneling		4												4	\$1,124	\$45	\$27,060	\$1,353		\$1,169	\$28,413	\$0	\$29,582
Task 3.6 - Subtotal	0	4	0	0	0	0	0	0	0	0	0	0	0	4	\$1,124	\$45	\$27,060	\$1,353	\$0	\$1,169	\$28,413	\$0	\$29,582
Task 3.7 Contingency																							
Task 3.7 Contingency		4	8		12	16	4			4	8			56	\$10,796	\$432		\$0		\$11,228	\$0	\$0	\$11,228
Task 3.7 - Subtotal	0	4	8	0	12	16	4	0	4	4	8	0	0	56	\$10,796	\$432	\$0	\$0	\$0	\$11,228	\$0	\$0	\$11,228
Task 4.2 Construction Services																							
Submittal Review			14						4					18	\$4,508	\$180		\$0		\$4,688	\$0	\$0	\$4,688
RFI and Clarification Review			4											4	\$1,032	\$41		\$0		\$1,073	\$0	\$0	\$1,073
Part-Time Construction Observation			4						4					8	\$1,928	\$77		\$0		\$2,005	\$0	\$0	\$2,005
Task 3.3 - Subtotal	0	0	22	0	0	0	0	0	8	0	0	0	0	30	\$7,468	\$299	\$0	\$0	\$0	\$7,767	\$0	\$0	\$7,767
All Tasks Total	0	19	42	57	42	71	22	0	40	24	48	0	0	361	\$72,455	\$2,898	\$27,060	\$1,353	\$100	\$75,353	\$28,413	\$100	\$103,866



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.6.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: R24-079, A Resolution Authorizing a Change Order No. 1 to “An Agreement Between the City of Arvada and Anderson Mason Dale Architects, P.C. For Professional Architectural/Engineering Design Services for Police Evidence Storage and Crime Lab in An Amount Not to Exceed \$117,500.00 In the First Year”

Report in Brief

PRESENTER: Kim Vagher, Manager of City Facilities

The Arvada Police Department is seeking to improve and increase its current storage capabilities through the construction of a new purpose-built evidence facility. Arvada Police Department has identified a viable building site adjacent to the existing West Woods Community Police Station. The new building would drastically improve our current storage capabilities of 4,496-sf which is spread across two locations. Our intent is to construct a single structure capable of 67,878 cubic feet of storage in an 12,500 sf building. The new structure would meet existing building standards for non-combustible construction, be “green”, LEED Silver certification, and would be optimized for operational efficiency and safety while meeting law enforcement accreditation and legal standards.

Anderson Mason Dale work completed to date included cost and operational analysis of existing community table renovation & new facility at West Woods PD. This change order will provide design services from Schematic to Project Certificate of Occupancy

Current Project Budget: \$10,250,000

Anderson Mason Dale Conceptual Phase: \$117,500

Anderson Mason Dale This CO #1: \$761,700

The Arvada team recommends that the City Council approve R24-079, A Resolution Authorizing a Change Order No. 1 to “An Agreement Between the City of Arvada and Anderson Mason Dale Architects, P.C. For Professional Architectural/Engineering Design Services for Police Evidence Storage and Crime Lab in An Amount Not to Exceed \$117,500.00 In the First Year”.

Financial Impact

Funds are available CIP Project Number: 91126

Background

Our existing facilities (City Hall and Indiana Evidence Facilities) no longer have the capacity to accommodate the increasing demand for evidence storage and associated retention requirements. The Indiana Evidence storage is in an unconditioned steel building that no longer meets the requirements for evidence storage.

The facility will be located on approx. 3 acres just east of the West Woods Community Station, adding another level of security and response time. The facility will be a single-story, 12,500 sf facility comprised of fixed and mobile high-density storage systems, separate storage for narcotics and firearms, walk-in refrigerated storage, vehicle exam bay, open work areas for staff, staff lockers and break area. The facility will be designed to International standards (IAPE) for evidence handling and storage, ensuring the integrity and chain of custody of evidence throughout the criminal justice process.

SUBJECT: R24-079, A Resolution Authorizing a Change Order No. 1 to “An Agreement Between the City of Arvada and Anderson Mason Dale Architects, P.C. For Professional Architectural/Engineering Design Services for Police Evidence Storage and Crime Lab in An Amount Not to Exceed \$117,500.00 In the First Year”

PAGE: 2
ITEM: 8.A.6.

The project will be LEED Certified Silver (minimum) and will include feasible strategies to reduce dependence on natural gas, potential grants on geothermal energy, solar arrays, and electric vehicle charging stations while maintaining high efficiency, maintainability, and dependability.

Discussion

The Facilities and PD teams worked with Anderson Mason Dale to evaluate the space utilization, feasibility, programming, and operational values between two locations; the Community Table and the new West Woods Community Station site. Among other pros and cons, the community table renovation costs were estimated at \$5.5 to \$7.7 million and the new facility was estimated at \$7.5 to \$10.0 million. The Arvada team selected the new build option to have a facility with more cubic foot space for storage, expansion capacity in the future, and a more secure facility located adjacent to the West Woods Community Station.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

OSE6 Provides technology and implements new innovative projects to guide decisions, improve results, enhance service delivery, and continue the highest level of cybersecurity strategy in support of City operations and efficiency.
INF2 Invests in and maintains safe, resilient, accessible, and environmentally efficient city facilities and fleet vehicles.

Alternative Courses of Action

No Alternatives

Recommendation for Action

The Arvada team recommends that the City Council approve R24-079, A Resolution Authorizing a Change Order No. 1 in the amount of \$761,700.00 to “An Agreement Between the City of Arvada and Anderson Mason Dale Architects, P.C. For Professional Architectural/Engineering Design Services for Police Evidence Storage and Crime Lab in An Amount Not to Exceed \$117,500.00 In the First Year”.

Suggested Motion:

I move that R24-079, A Resolution Authorizing a Change Order No. 1 to “An Agreement Between the City of Arvada and Anderson Mason Dale Architects, P.C. For Professional Architectural/Engineering Design Services for Police Evidence Storage and Crime Lab in An Amount Not to Exceed \$117,500.00 In the First Year”, be (approved) (rejected).

Prepared by:
Kim Vagher, Manager of City Facilities

Reviewed by:

Approved by:

SUBJECT: R24-079, A Resolution Authorizing a Change Order No. 1 to “An Agreement Between the City of Arvada and Anderson Mason Dale Architects, P.C. For Professional Architectural/Engineering Design Services for Police Evidence Storage and Crime Lab in An Amount Not to Exceed \$117,500.00 In the First Year”

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Kim Vagher, Manager of City Facilities	7/12/2024
Jacqueline Rhoades, Public Works Director	7/15/2024
Bryan Archer, Director of Finance	7/19/2024
Tammy Hedlund, Legal Specialist	7/22/2024
Kelsy Sargent, Assistant City Attorney	7/22/2024
Don Wick, Deputy City Manager	7/22/2024
Brad Moloney, Deputy City Attorney	7/22/2024
Lorie Gillis, City Manager	7/22/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. 24-079

A RESOLUTION AUTHORIZING A CHANGE ORDER NO. 1
TO “AN AGREEMENT BETWEEN THE CITY OF ARVADA AND ANDERSON
MASON DALE ARCHITECTS, P.C. FOR PROFESSIONAL
ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR POLICE EVIDENCE
STORAGE AND CRIME LAB IN AN AMOUNT NOT TO EXCEED \$117,500.00 IN THE
FIRST YEAR”

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, this Change Order No. 1, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Anderson Mason Dale Architects, P.C. to complete the design from Schematic to Construction Documents, then Construction Administration and final Commissioning and Project Closeout for police evidence storage and crime lab in an amount not to exceed \$761,700.00 for a revised not to exceed amount of \$879,200.00.

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

APPROVED AND ADOPTED this 5th day of August, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

CHANGE ORDER NO. 1
TO “AN AGREEMENT BETWEEN THE CITY OF ARVADA AND ANDERSON
MASON DALE ARCHITECTS, P.C. FOR PROFESSIONAL
ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR POLICE EVIDENCE
STORAGE AND CRIME LAB IN AN AMOUNT NOT TO EXCEED \$117,500.00 IN THE
FIRST YEAR”

1.0 PARTIES. The Parties to this Change Order No. 1 are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, Colorado 80002 (“Arvada” or the “City”) and Anderson Mason Dale Architects P.C., a Colorado Corporation whose principal place of business is located at 3198 Speer Boulevard, Denver, Colorado 80211 (“Consultant” or “Contractor”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”

2.0 RECITALS AND PURPOSE.

2.1 On or about August 8, 2023, Arvada and Contractor entered into an Agreement whereby Contractor would provide fully comprehensive design services to include construction cost estimating, preparation of construction documentation, and construction administration and commission for a police evidence storage facility and crime lab in an amount not to exceed \$117,500.00 (“the Original Agreement”). The Agreement is not attached hereto but is incorporated herein by reference.

2.2 Pursuant to Section 6.0 of the Original Agreement, should the Parties agree in writing to a change in the scope of services or a change in a deadline provided in the Contract Documents, then the Parties will timely execute an amendment, which will address the amended scope of services, revisions to necessary start and end dates, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any other matters that the Parties deem necessary.

2.3 On or about June 7, 2024, the Contractor submitted documentation requesting a change order to complete the design from Schematic to Construction Documents, then Construction Administration and final Commissioning and Project Closeout, attached as **Exhibit A**.

2.4 The purpose of Change Order No. 1 is to expand the scope of services and increase the contract amount by \$761,700.00 for a revised not to exceed amount of \$879,200.00.

3.0 CONTRACT DOCUMENTS AND EXHIBITS. The Contract Documents shall consist of the Original Agreement and this Change Order No. 1 together with the following:

Exhibit A: Contractor’s Proposal, dated June 7, 2024

All exhibits referred to in this Change Order No. 1 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 Change Order No. 1 requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Change Order No. 1 shall be 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.

- 4.0 PRICING CHANGES.** The compensation amount is being increased by \$761,700.00 for a revised total not to exceed amount of \$879,200.00.
- 5.0 SCOPE OF SERVICES.** The scope of services is being expanded to complete the design from Schematic to Construction Documents, then Construction Administration and final Commissioning and Project Closeout, as reflected in **Exhibit A**.
- 6.0 EXTENSION OF TERM.** The term of the Agreement is not being modified under this Change Order No. 1.
- 7.0 TIME FOR COMPLETION.** The time for the project to be completed is not being modified under this Change Order No. 1 and remains August 8, 2026.
- 8.0 FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Original Agreement.
- 9.0 SEVERABILITY.** If any other provision of this Change Order No. 1 is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Change Order No. 1 shall continue in full force and effect.
- 10.0 BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Change Order No. 1 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.]

EFFECTIVE 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: _____

**ANDERSON MASON DALE
ARCHITECTS P.C.**

David C. Pfeifer
President
3198 Speer Blvd, Denver, CO 80211
Email: dpfeifer@amdarchitects.com

Exhibit A

Change Order No. 1

To “An Agreement Between the City of Arvada and Anderson
Mason Dale Architects, P.C. For Professional
Architectural/Engineering Design Services for Police Evidence
Storage and Crime Lab In An Amount Not To Exceed
\$117,500.00 In The First Year”

AndersonMasonDale Architects

07 June 2024

Patty Carrico, FMP, PMP
Assistant Manager to City Facilities
Facilities Management
8101 Ralston Road
Arvada, CO 80002
720-898-7602
pcarrico@arvada.org

Kim Vagher
Manager of City Facilities
Facilities Management
8101 Ralston Road
Arvada, CO 80002
Desk: 720-898-7681
kvagher@arvada.org

RE: Arvada Police Evidence Storage Facility

Dear Patty and Kim:

Project Description

The project entails the construction of a single-story, 12,500 sf police evidence facility on a site located adjacent to the existing Arvada Police Department Westwood Community Station. The facility will be comprised of fixed and mobile high-density storage systems for bulk property and evidence storage, separate storage for narcotics and firearms, walk-in refrigerated storage for temperature-sensitive evidence, vehicle exam bays, open work areas for staff, private offices, staff lockers, a break area, evidence processing and cataloging stations, property return, attorney discovery room, and associated mechanical, electrical and IT spaces.

The Owner prefers a tilt-up concrete and bar joist structural system. The project will be LEED Certified Silver and will include strategies to reduce dependence on natural gas while maintaining high efficiency, maintainability, and dependability. The site will be divided into secure and non-secure areas, with occasional visits from the public. Fleet vehicles, staff parking, and impounded vehicles as evidence or property will occupy the majority of the developed site.

Consultant Team:

- Architect of Record
- Police Evidence Specialties
- Civil Engineer
- Structural Engineer
- Landscape Architect
- Mechanical Engineer
- Electrical and Technology
- Energy Modelling & LEED Services

Anderson Mason Dale Architects
MWL
JVA, Incorporated
JVA, Incorporated
Lime Green Design
The Ballard Group
AE Design
Group 14

Delivery Method

The City will be using the CM/GC delivery method. The CM/GC selection process will begin in May, 2024. We expect a CM/GC to be selected and part of the Owner's team in June, 2024.

Project Budget

For this Proposal, the hard construction costs for this Project are in the range of \$8 million.

3rd Party Cost Estimating is excluded. The Owner will be relying on the CMGC for cost modelling, milestone estimates, and cost trending. Our team shall review and evaluate the updated estimate of the Cost of the Work prepared by the Construction Manager and provide its assessment of the Cost of the Work to the Owner, per the Agreement

Andrew G. Nielsen, FAIA
Ben Blanchard, AIA
David C. Pfeifer, AIA
Joey Carrasquillo, AIA
John Graham, AIA

Cathy Bellem, AIA
Erin Hillhouse, AIA
Gillian H. Johnson, LEED AP ID+C
Suzanne D. Minear, AIA, CSI, CCS
James R. Taylor, AIA

John D. Anderson, FAIA, 1926 - 2017
Ronald L. Mason, FAIA, Emeritus
Curt. F. Dale, FAIA, 1945 - 2003
Paul S. Haack, AIA, Emeritus

Dan Bishop, AIA
John Everin, AIA
Stephan Hall, AIA
Ryan Lutz, AIA
Kristin O'Connell, Assoc. AIA
Cynthia Ottenbrite, AIA
Julie Zurakowski, AIA
Jenna Michieli, AIA
Katie Spicer, AIA

Luc Bamberger, AIA
Kendra Mixsell
Stephen Showalter, AIA
Todd Swarts, AIA
Kirsten Walsh
Matt Weaver, AIA
Brian Zilis, AIA
Jason Frank, AIA
Maureen Smith, AIA
Dan Youngren, AIA

Schedule

The Project will begin in May of 2024 and needs to move quickly. Arvada would like to have construction start in 2024. The Project will need to go through the City's site plan development process. We believe this process to be the critical path; the published typical timelines for a Development Review with a public hearing is 26 weeks. Attached to this Proposal is a DRAFT Project Schedule showing major milestones.

Design Fees

Phase	Lump Sum Fee
Schematic Design	\$ 112,400
Design Development	\$ 184,500
Construction Documents	\$ 238,700
Construction Administration	\$ 175,400
Project Closeout and Record Documents	\$ 6,000
Total	\$ 717,000

Additional Services required by LEED

The following services are required for LEED and can be performed by Group 14 or contracted by Owner outside of this Contract.

Commissioning 2018 IECC Cx per Section C408	\$26,100
Fundamental Commissioning (LEED)	\$13,000
Fundamental Building Enclosure Commissioning (LEED)	\$5,600

Reimbursable Expenses

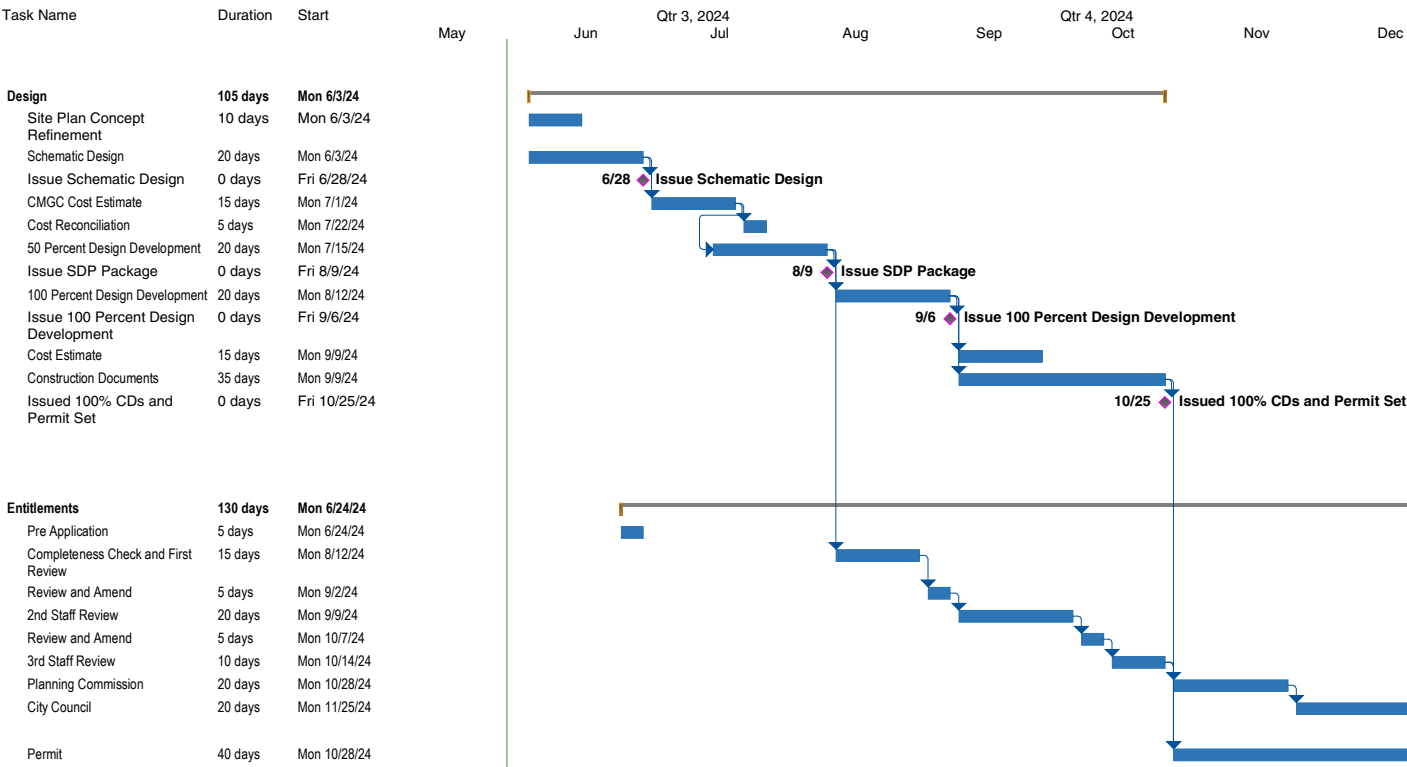
Our base fee above includes all local travel, parking, and office consumables. The above fee also includes five (5) trips from MWL to visit the site during design and construction. If additional trips are required, please expect an amount of \$1,500 per trip. We anticipate that all milestone deliverables will be digital, in an indexed PDF format. We are not carrying any printing costs in our base fees.

Assumptions

1. The Project will be certified LEED Silver.
2. The Project will be under the 2021 ICC Building Codes.
3. The Project will be go through the City of Arvada's Development Review Process. Those requirements can be found of the City's website.
4. The Project will be designed to accommodate evidence storage growth within the footprint.
5. The Project will be designed to accommodate a future forensics lab (not part of this Contract), including site layout, site utilities, energy systems, and structural systems.
6. The Project will have a secure fence with at least two motorized and monitored access gates.
7. The Project will include vehicle charging stations.
8. The Project should be designed to accommodate photo voltaic solar panels on the roof. These may be part of the base bid, a bid alternate, or future.
9. The Project's structural, MEP, and Technology systems need to be designed to allow for IAPE accreditation.
10. The Design Team will coordinate with high density shelving vendors to provide base bid layout and specifications for the evidence storage systems.
11. The City of Arvada will perform furniture design and procurement outside of this Contract. The Design Will coordinate with that work; our team will need basic assumptions of office furniture and equipment prior to completing 100 percent construction documents.
12. The Construction Administration Fees assume bi-weekly OAC meetings.

Schedule

The schedule assumes that all parties will make timely decisions, the owner will conduct timely reviews, and design activities and cost estimating will be carried out simultaneously (meaning that the design team will move on to the next phase of design immediately after the previous deliverable is issued). We also assume that the CM/GC will promptly provide the Owner and Design Team with accurate cost estimate information. Please note that major market adjustments leading to unforeseen value engineering engineering could extend the schedule. It's important to highlight that the City of Arvada's site plan process, which takes 19 weeks as published on their website, will be the critical path. Lastly, we are assuming a 44-week construction phase.



Exclusions

- The following services are excluded:
 - Acoustic Engineering
 - Traffic Engineering.
 - CFD and Wind tunnel testing.
 - Existing furniture audit, catalogue, and related move management services. This can be provided as an additional service if the City wishes to reuse and repurpose existing furniture.
 - Active Fall Protection and Façade Access Design. Parapets will be design as guards, per the IBC. Façade access is assumed to be from grade.
 - Advanced Daylight Analysis
 - Geotechnical Engineering
 - Life Cycle Cost Analysis
 - Materials and Systems Testing
 - Management of Cloud-based Collaboration Software
 - Site Surveying
 - Special Inspections

Agreement

Amendment to the Prime Agreement in place, dated 08 August, 2023.

Building Information Modelling (BIM)

The Design Team will be using the current version of Revit to develop the Contract Documents. The Revit file(s) are not instruments of service. The level of detail the Design Team will model varies by discipline between LOD 200 and LOD 300. (AIA G202-2013).

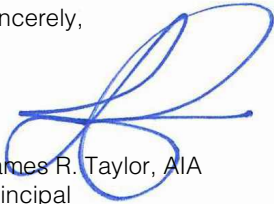
Revit is used to produce specific hard copy Contract Drawings and Specifications and not for the purposes of construction or coordination of aspects of construction. The Contractor will typically request these files to facilitate their understanding of the Project but shall not use the files in lieu of Contract Documents for the purposes of determining Contractor's means and methods of construction, material quantities, or layout.

Insurance

AMD will carry a professional liability insurance policy with a limit of \$5 million aggregate and \$2 million per claim. A certificate of insurance will be provided prior to execution of the O/A Agreement. Consultants will carry policies consistent with their standard practice.

We look forward to working with the City on such an important project for their police staff and the community.

Sincerely,



James R. Taylor, AIA
Principal

cc: Courtney Gomez, File

Attachment: 2024-05-02-Project-Schedule



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.7.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: R24-080, A Resolution Approving an Agreement by and between the City of Arvada and Gabriel Patrick Fallon and Jennifer Ashley Fallon, for the Grant of a Revocable Encroachment License to Install a Fence on top of the Retaining Wall in Ralston Road Adjacent to 6180 Johnson Way, Within Public Right of Way

Report in Brief

The applicants, Gabriel Patrick Fallon and Jennifer Ashley Fallon, have requested a revocable permit to allow the installation of a fence on top of the retaining wall on Ralston Road, adjacent to 6180 Johnson Way. The encroachment has been reviewed by the Arvada team, and is acceptable.

Financial Impact

N/A

Background

The homes along the 6100 block of Johnson Way sit several feet below Ralston Road which aligns their rear lot lines. On the rear of the lot at 6180 Johnson Way, a low concrete wall extends along the entire rear lot line of the property. A four foot wood fence currently exists on top of this wall for the southern 28.5 feet of the lot. The northern portion of the rear lot line has only the concrete wall with no fence on top.

Discussion

In order to protect their privacy and security for their small children, the applicants have requested to extend the fence north (on top of the concrete wall) for another 25 feet to meet their existing six foot privacy fence that extends diagonally across the corner of Rensselaar Drive and Ralston Road. This extension would then be consistent with all the other fences that align this portion of Ralston Road. No fence would be placed on top of the concrete wall from the existing angled wood privacy fence, north to the intersection.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Approval of this request aligns with the City Council Strategic Plan's Strategic Advantages and Challenges for Community and Economic Development.

Alternative Courses of Action

SUBJECT: R24-080, A Resolution Approving an Agreement by and between the City of Arvada and Gabriel Patrick Fallon and Jennifer Ashley Fallon, for the Grant of a Revocable Encroachment License to Install a Fence on top of the Retaining Wall in Ralston Road Adjacent to 6180 Johnson Way, Within Public Right of Way

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ITEM: 8.A.7.

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-080, A Resolution Approving an Agreement by and between the City of Arvada and Gabriel Patrick Fallon and Jennifer Ashley Fallon, for the Grant of a Revocable Encroachment License to Install a Fence on top of the Retaining Wall in Ralston Road Adjacent to 6180 Johnson Way, Within Public Right of Way.

Suggested Motion:

I move that R24-080, A Resolution Approving an Agreement by and between the City of Arvada and Gabriel Patrick Fallon and Jennifer Ashley Fallon, for the Grant of a Revocable Encroachment License to Install a Fence on top of the Retaining Wall in Ralston Road Adjacent to 6180 Johnson Way, Within Public Right of Way, be (approved) (rejected).

Prepared by:

Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Linda Hoover, Senior Planner	7/16/2024
Josie Suk, Development Systems and Administrative Manager	7/17/2024
Rob Smetana, Planning Manager	7/17/2024
Jessica Garner, Director of Community and Economic Development	7/17/2024
Gail Walker, Legal Specialist-Contracts	7/18/2024
Emily Grogg, Senior Assistant City Attorney	7/18/2024
Linda Haley, Deputy City Manager	7/18/2024
Rachel Morris, City Attorney	7/18/2024
Lorie Gillis, City Manager	7/22/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-080

A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND GABRIEL PATRICK FALLON AND JENNIFER ASHLEY FALLON, FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO INSTALL A FENCE ON TOP OF THE RETAINING WALL IN RALSTON ROAD ADJACENT TO 6180 JOHNSON WAY, 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 Gabriel Patrick Fallon and Jennifer Ashley Fallon.

Section 2. The City of Arvada hereby approves a grant of a revocable encroachment license to accommodate a fence on top of the retaining wall in Ralston Road adjacent to 6180 Johnson Way, within public right of way.

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

APPROVED AND ADOPTED this 5th day of August, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND GABRIEL PATRICK FALLON AND JENNIFER ASHLEY FALLON, FOR THE GRANT
OF A REVOCABLE ENCROACHMENT LICENSE TO INSTALL A FENCE ON TOP OF THE
RETAINING WALL IN RALSTON ROAD ADJACENT TO 6180 JOHNSON WAY**

1.0 **PARTIES.** The parties to this license ("License") are the **City of Arvada**, a Colorado municipal corporation ("Arvada"), at 8101 Ralston Road, Arvada, Colorado 80002, and **Gabriel Patrick Fallon and Jennifer Ashley Fallon**("Licensees"), at 6180 Johnson Way.

2.1 Gabriel Patrick Fallon and Jennifer Ashley Fallon are the owners of the real property at 6180 Johnson Way in the City of Arvada, Colorado ("Owner's Property"), and more particularly described in **Exhibit A** attached hereto and incorporated herein. Arvada is the owner of real property, or some interest in real property, located adjacent to Owner's Property and more particularly described in **Exhibit B** attached hereto and incorporated herein and commonly known as Ralston Road adjacent to 6180 Ralston Road ("Arvada's Property").

2.2 Licensees have expressed a desire to encroach upon a specific and limited portion of Arvada's Property for the purpose of extending a six-foot wooden picket fence on top of the existing concrete retaining wall as more fully depicted in **Exhibit B** (collectively the "Permitted Encroachments").

2.3 Arvada is willing to grant a revocable encroachment license to the Licensees under the terms and conditions as hereinafter specified in this License.

3.0 **TERMS AND CONDITIONS.** In consideration of Arvada's agreement to permit Licensees 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 Licensees agree as follows:

3.1 Arvada hereby grants to Licensees a revocable license for the Permitted Encroachments with such limitations as are expressly set forth herein, including, but not limited to:

a. Any structures allowed by this License to be constructed, installed, placed, or kept upon Arvada's Property shall be so constructed, installed, placed, or kept at Licensees' sole expense, or as otherwise mutually agreed to between the parties, and Licensees agree to maintain any such structure in good repair during the period of this License. In addition, construction of the Permitted Encroachments shall conform to all applicable laws and regulations, including, but not limited to, those described in the Arvada City Code.

b. Licensees understand and agree that Arvada shall not be liable or responsible for any costs related to any damage, maintenance, repair, or removal of any structures constructed, installed, placed, or kept upon Arvada's Property pursuant to this License.

3.2 The License as granted in Paragraph 3.1 above shall run with the land and continue from the date of this License to the time that this License is terminated as expressly provided herein.

a. Arvada may terminate this License at any time by giving written notice to the Licensees ten (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 any or all of the Permitted Encroachments referenced in this subparagraph a, Licensees expressly agree to remove such Permitted Encroachments from Arvada's Property and to return Arvada's Property to as close to its original condition as reasonably possible, within ten (10) days of said date of termination.

3.3 Licensees expressly agree to indemnify, hold harmless, and defend Arvada and any of its officers or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with, arising out of, or related to any omission or act of commission by Licensees or any of its employees, agents, representatives, or contractors in installing, operating, utilizing, maintaining, repairing, or replacing the Permitted Encroachments upon Arvada's Property, or otherwise occupying Arvada's Property pursuant to this License.

3.4 Licensees agree that it will never institute any action or suit at law or in equity against Arvada or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present, or future, arising from the revocable license granted to Licensees herein.

3.5 Licensees agree to provide, secure, and maintain at all times during the term of this License personal liability insurance of at least \$1,000,000 per occurrence, naming Arvada as an additional insured on the policy. Failure to maintain sufficient insurance shall not terminate, modify, preclude or limit the obligations of Licensees under this License or limit in any way Licensees' liability to or indemnification of Arvada for any reason. Arvada does not waive, nor shall anything herein be construed as a waiver of, any of the rights, privileges, or immunities granted to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as amended.

3.6 Licensees agree to repair and reconstruct any damage to Arvada's Property caused by the installation, operation, utilization, maintenance, repair, replacement, or removal of the Permitted Encroachments within ten (10) days of such damage and, upon the termination of this License, to return Arvada's Property to as close to its original condition as reasonably possible, all at the expense of Licensees 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 Owner's Property, this License shall not be assigned by Licensees 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 License shall be in writing and shall be deemed to have been sufficiently given upon receipt or rejection by the addressee for all purposes if personally served or if sent by U.S. mail, return receipt requested, 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.

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

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

8.0 **GOVERNING LAW AND VENUE.** This License shall be governed by the laws of the State of Colorado without reference to its conflict of laws principles. Venue for any action arising under this License or for the enforcement of this License shall be in the appropriate court for Jefferson County, Colorado.

9.0 **WAIVER OF BREACH.** A waiver by any party of this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach of either party.

10.0 **BINDING EFFECT.** This License 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 Owner's Property. Successor, for purposes of this agreement, shall mean and include, any subsequent tenant or owner of a business located on the Owner's Property and utilizing the Permitted Encroachments for any purpose. This License shall be recorded 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 License, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and Licensees, and nothing contained in this License 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 Licensees that any person other than Arvada or Licensees receiving services or benefits under this License shall be deemed to be an incidental beneficiary only.

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:

I consent to and concur in this License Agreement.

LICENSEE/OWNER:

Gabriel Patrick Fallon

By: [Signature]
Licensee

LICENSEE/OWNER:

Jennifer Ashley Fallon

By: [Signature]
Licensee

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 19 day of July, 2024, for Gabriel Patrick Fallon and Jennifer Ashley Fallon as Licensees/Owners.

Witness my hand and official seal.

My commission expires: 3.27.27.

[Signature]
Notary Public

MALLORY PFISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234011567
MY COMMISSION EXPIRES MARCH 27, 2027

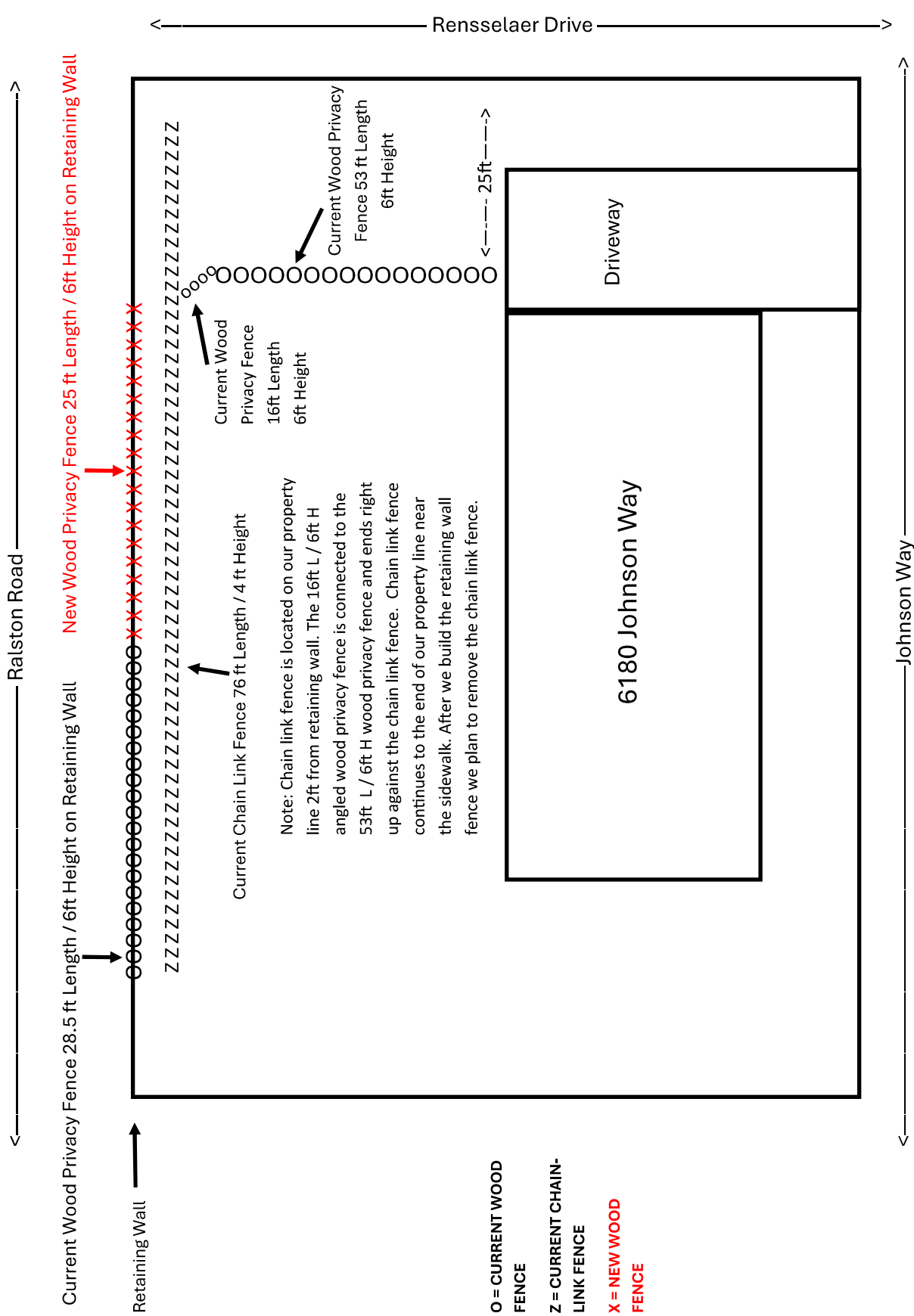
Exhibit A

A parcel of land located in Part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ and Part of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 10 and Part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 9, All in T3S, R69W of the 6th Principal Meridian, City of Arvada, County of Jefferson, State of Colorado, more particularly described as:

Lot 28, Block 4 of Arvada West Filing 1 Amended & Block 1 Arvada Square recorded at Book 2, Page 19 in the Jefferson County Clerk and Recorder's Office.

Exhibit B

6180 Johnson Way—Plot Plan





REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.8.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: R24-081, A Resolution Authorizing Change Order No. 1 to “An Agreement by and Between the City of Arvada and APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, in an Amount not to Exceed \$3,912,903.05”

Report in Brief

Attached for Council consideration is a resolution authorizing Change Order No. 1 To “An Agreement by and Between the City of Arvada and APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, in an Amount not to Exceed \$3,912,903.05”

The increase of \$1,253,700.60 will raise the total agreement amount to not exceed \$5,166,603.65. The added scope includes pavement mill and overlay, that will increase the overall quality of roadways in the City.

The Arvada team recommends that City Council approve R24-081, A Resolution Authorizing Change Order No. 1 to “An Agreement by and Between the City of Arvada and APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, in an Amount not to Exceed \$3,912,903.05”.

Financial Impact

Approved project funding is available in account 04.705014.55009

Background

APC Construction Co. entered into an Agreement on February 5, 2024 for Pavement Resurfacing Construction Services. The original Agreement amount is \$3,912,903.05. Change Order #1 was initiated by the Arvada team to increase the Agreement in an amount not to exceed \$1,253,700.60 to include additional the scope of work to be performed under the 2024 Phase I Pavement Resurfacing Program, Project No. 24-ST-01C. Area maps and estimates proposed to be added to the scope of work are attached and incorporated herein by reference. The recommendation to expand the scope of the Agreement was based on APC Construction Co.'s ability to provide the best value while meeting all required service standards. Their competitive pricing and demonstrated capacity to deliver on additional service requirements were key factors in this determination.

Discussion

The 2024 Phase I Pavement Resurfacing Program, Project No. 24-ST-01C, includes pavement milling and overlay aimed at enhancing the quality of City roadways. The decision to expand the scope of the Agreement was prompted by APC Construction Co.'s competitive pricing and ability to meet all requisite service standards. This selection ensures optimal value and adherence to project requirements. Proposed areas and estimates, budget permitting, are shown on a map and included in the agenda packet and generally include:

- W 64th Ave between Lamar and Utica Street
- Section of Lamar Heights 8 between W 68th Ave and W 72nd Frontage Road and Lamar and end of jurisdiction

Public Contact

Posting of the City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Work System Services within the City Council Strategic Plan. Specifically, the recommended action is consistent with the INF3:

Maintains existing roads and transportation network in tandem with snow and ice control services to ensure swift and safe transportation modes for the community.

This street maintenance project in the City of Arvada aims to enhance overall infrastructure quality. It represents a direct step toward fulfilling the broader objectives of the street maintenance plan, specifically aimed at maintaining City streets in optimal condition.

Alternative Courses of Action

N/A

Recommendation for Action

The City of Arvada team recommends City Council approve R24-081, Change Order No. 1 to “An Agreement by and Between the City of Arvada and APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, in an Amount not to Exceed \$3,912,903.05”.

Suggested Motion:

I move R24-081, A Resolution Authorizing Change Order No. 1 to “An Agreement by and Between the City of Arvada and APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, in an Amount not to Exceed \$3,912,903.05”, be (approved) (rejected).

Prepared by:
Fabian Ruiz, Pavement Management Coordinator

Reviewed by:

Approved by:

Benjamin Sawaya, Pavement Manager	6/25/2024
Richard Thomas, Civil Engineer III	6/25/2024
Jenny Wolfschlag, City Engineer	6/26/2024
Jacqueline Rhoades, Public Works Director	7/17/2024
Bryan Archer, Director of Finance	7/19/2024
Tammy Hedlund, Legal Specialist	7/19/2024
Kelsy Sargent, Assistant City Attorney	7/22/2024
Rachel Morris, City Attorney	7/22/2024

SUBJECT: R24-081, A Resolution Authorizing Change Order No. 1 to “An Agreement by and Between the City of Arvada and APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program, Project No. 24-ST-01C, in an Amount not to Exceed \$3,912,903.05”

PAGE: 3
ITEM: 8.A.8.

Brad Moloney, Deputy City Attorney 7/22/2024

Don Wick, Deputy City Manager 7/22/2024

Lorie Gillis, City Manager 7/22/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-081

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO “AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND APC CONSTRUCTION CO. FOR 2024 PHASE 1 PAVEMENT RESURFACING PROGRAM, PROJECT NO. 24-ST-01C, IN AN AMOUNT NOT TO EXCEED \$3,912,903.05”

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 Construction Contract Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Oldcastle SW Group, Inc. D/B/A APC Construction Co. for 2024 Phase 1 Pavement Resurfacing Program Project Number 24-ST-01C in the amount of \$3,912,903.05.

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

APPROVED AND ADOPTED this 5th day of August, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

CHANGE ORDER NO. 1
TO “AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
APC CONSTRUCTION CO. FOR 2024 PHASE 1 PAVEMENT RESURFACING
PROGRAM, PROJECT NO. 24-ST-01C, IN AN AMOUNT NOT TO EXCEED
\$3,912,903.05”

1.0 PARTIES. The parties to this Change No. 1 are the City of Arvada, a home rule municipal corporation (“Arvada”) and Oldcastle SW Group d/b/a APC Construction Co. (“Contractor”).

2.0 RECITALS AND PURPOSE.

2.1 On or about February 6, 2024, Arvada and Contractor entered into an Agreement whereby Contractor would provide construction services related to its 2024 Phase 1 Pavement Resurfacing Program in an amount not to exceed \$3,912,903.05 (“the Original Agreement”). The Agreement is not attached hereto but is incorporated herein by reference.

2.2 Pursuant to Article 4 of the Original Agreement, the Parties may execute a change order making changes within the general scope of this Contract in any one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and (e) any other matters that the parties deem necessary.

2.3 The purpose of Change Order No. 1 is to increase the overall contract amount by \$1,253,700.60 to increase the scope of work to be performed under the 2024 Phase I Pavement Resurfacing Program, Project No. 24-ST-01C. Area maps and estimates proposed to be added to the scope of work are attached and incorporated herein by reference.

2.4 The decision to expand the scope of the Agreement was based on APC Construction Co.'s ability to provide the best value while meeting all required service standards. Their competitive pricing and demonstrated capacity to deliver on additional service requirements were key factors in this determination.

3.0 CONTRACT DOCUMENTS AND EXHIBITS. The Contract Documents shall consist of the Original Agreement and this Change Order No. 1 together with the following:

Exhibit A: Contractor’s Change Order Proposal for 64th Lamar to Tennison, dated June 28, 2024;

Exhibit B: Contractor’s Change Order Proposal for Lamar Heights, dated June 11, 2024;

Exhibit C: Map of Lamar Heights; and

Exhibit D: Map of W. 64th Ave. Lamar - Tennyson.

All exhibits referred to in this Change Order No. 1 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 Change Order No. 1 requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Change Order No. 1 shall be 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.

- 4.0 COMPENSATION.** The compensation amount is being increased by \$1,253,700.60 for a revised overall not to exceed amount of \$5,166,603.65.
- 5.0 SCOPE OF SERVICES.** The scope of services is being increased to allow for additional work to be performed under the 2024 Phase I Pavement Resurfacing Program, Project No. 24-ST-01C, as reflected in the attached exhibits.
- 6.0 TERM.** The term of the Agreement is not being modified.
- 7.0 TIME FOR COMPLETION.** The time for the project to be completed is being extended an additional 30 days for a revised project completion date of November 30, 2024.
- 8.0 FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Original Agreement.
- 9.0 SEVERABILITY.** If any other provision of this Change Order No. 1 is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Change Order No. 1 shall continue in full force and effect.
- 10.0 BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Change Order No. 1 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 following page]

EFFECTIVE 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: _____

**OLDCASTLE SW GROUP, INC. DBA APC
CONSTRUCTION CO.**

Jeffrey W. Keller
Vice President/General Manager
Jeff.keller@apc.us.com

Exhibit A

Change Order No. 1

To “An Agreement By And Between The City Of Arvada And
APC Construction Co. For 2024 Phase 1 Pavement Resurfacing
Program, Project No. 24-ST-01C, In An Amount Not To Exceed
\$3,912,903.05”



APC Construction Co.
 A CRH Company
 14802 W. 44th Avenue
 Golden, CO 80403
 303-279-6611
www.apc.us.com

To:	City Of Arvada	Contact:	Fabian Ruiz
Address:	8101 Ralston Road Arvada, CO 80002	Phone:	(720) 898-7640
Project Name:	Arvada 2024 - 64th: Lamar To Tennyson	Fax:	
Project Location:	Lamar Heights, Arvada, CO	Bid Number:	
		Bid Date:	6/28/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	2" Full Width Milling	29,498.00	SY	\$3.45	\$101,768.10
2	Stabilization Material	100.00	TON	\$50.00	\$5,000.00
3	Top Course HMA Paving (Grading SX) (75) PG 64-28	3,484.00	TON	\$101.00	\$351,884.00
4	HMA Patching	500.00	TON	\$150.00	\$75,000.00
5	Adjust Manholes	31.00	EACH	\$175.00	\$5,425.00
6	Adjust Valve Or Range Box	20.00	EACH	\$75.00	\$1,500.00
7	Temporary Pavement Markings	1.00	LS	\$43,000.00	\$43,000.00
8	Inlayed Thermoplastic (Crosswalk, Stop Bar)	800.00	SF	\$13.70	\$10,960.00
9	Inlayed Thermoplastic (Turn Arrow)	7.00	EACH	\$380.00	\$2,660.00
10	Inlayed Thermoplastic (Sharrow)	47.00	EACH	\$355.00	\$16,685.00
11	Portable Variable Message Sign	2.00	EACH	\$4,265.00	\$8,530.00
12	Traffic Control Management	20.00	DY	\$904.00	\$18,080.00
13	Flagging	1,500.00	HR	\$37.70	\$56,550.00
14	Traffic Control Devices	1.00	LS	\$11,000.00	\$11,000.00
15	Uniformed Traffic Control	150.00	HR	\$108.00	\$16,200.00
16	Uniformed Traffic Control Vehicle	150.00	HR	\$31.00	\$4,650.00
17	Stormwater Management/Erosion Control*	1.00	LS	\$2,600.00	\$2,600.00
18	Citizen Notification, Adjacent Property Owners	1.00	LS	\$2,000.00	\$2,000.00
19	Mobilization	1.00	LS	\$16,000.00	\$16,000.00

Total Bid Price: \$749,492.10

Notes:

- *If a stormwater plan and permit is required, pricing will be revised.
- Contract time will need to be extended for this work.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: APC Construction Co. Authorized Signature: _____ Estimator: Brandon Shafer bshafer@apc.us.com
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Exhibit B

Change Order No. 1

To “An Agreement By And Between The City Of Arvada And
APC Construction Co. For 2024 Phase 1 Pavement Resurfacing
Program, Project No. 24-ST-01C, In An Amount Not To Exceed
\$3,912,903.05”



APC Construction Co.
A CRH Company
14802 W. 44th Avenue
Golden, CO 80403
303-279-6611
www.apc.us.com

To: City Of Arvada	Contact: Fabian Ruiz
Address: 8101 Ralston Road Arvada, CO 80002	Phone: (720) 898-7640
	Fax:
Project Name: Arvada 2024 - Lamar Heights Addition	Bid Number:
Project Location: Lamar Heights, Arvada, CO	Bid Date: 6/11/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	2" Full Width Milling	53,244.00	SY	\$3.45	\$183,691.80
2	Stabilization Material	200.00	TON	\$50.00	\$10,000.00
3	Top Course HMA Paving (Grading SX) (75) PG 64-22	6,293.00	TON	\$84.90	\$534,275.70
4	HMA Patching	6,000.00	TON	\$150.00	\$900,000.00
5	Adjust Manholes	53.00	EACH	\$175.00	\$9,275.00
6	Adjust Valve Or Range Box	64.00	EACH	\$75.00	\$4,800.00
7	Temporary Pavement Markings	1.00	LS	\$5,000.00	\$5,000.00
8	Epoxy Pavement Marking	50.00	GAL	\$137.00	\$6,850.00
9	Epoxy Pavement Marking Mobilization	1.00	EACH	\$5,100.00	\$5,100.00
10	Inlayed Thermoplastic (Crosswalk, Stop Bar)	480.00	SF	\$13.70	\$6,576.00
11	Portable Variable Message Sign	2.00	EACH	\$4,265.00	\$8,530.00
12	Traffic Control Management	40.00	DY	\$904.00	\$36,160.00
13	Flagging	2,000.00	HR	\$37.70	\$75,400.00
13	Traffic Control Devices	1.00	LS	\$15,000.00	\$15,000.00
14	Stormwater Management/Erosion Control*	1.00	LS	\$4,000.00	\$4,000.00
15	Citizen Notification, Adjacent Property Owners	1.00	LS	\$3,500.00	\$3,500.00
16	Mobilization	1.00	LS	\$16,000.00	\$16,000.00

Total Bid Price: \$1,824,158.50

Notes:

- *If a stormwater plan and permit is required, pricing will be revised.
- Contract time will need to be extended for this work.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: APC Construction Co. Authorized Signature: _____ Estimator: Brandon Shafer bshafer@apc.us.com
---	--

Exhibit C

Change Order No. 1

To “An Agreement By And Between The City Of Arvada And
APC Construction Co. For 2024 Phase 1 Pavement Resurfacing
Program, Project No. 24-ST-01C, In An Amount Not To Exceed
\$3,912,903.05”

Lamar Heights 8
53,244 SY

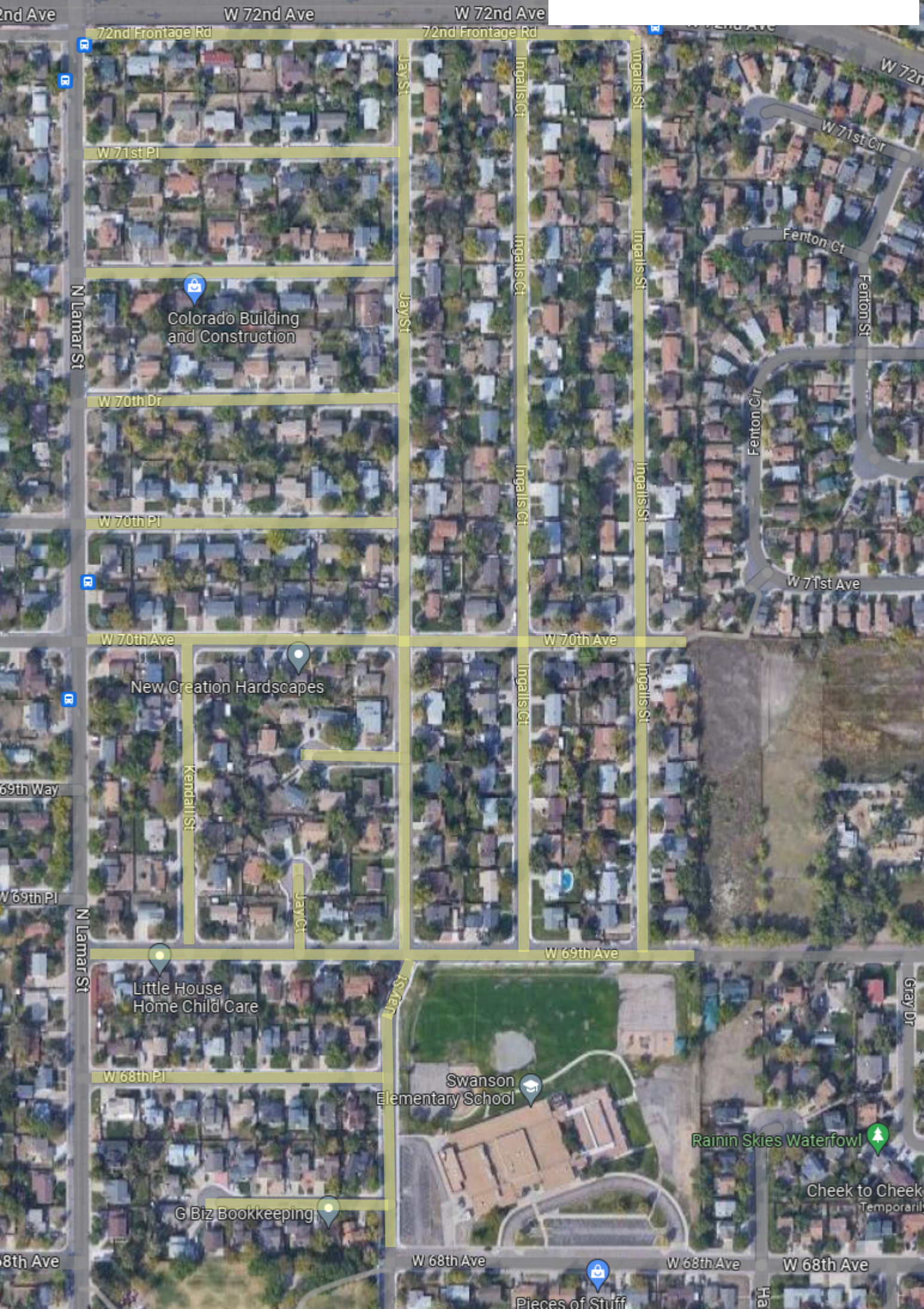
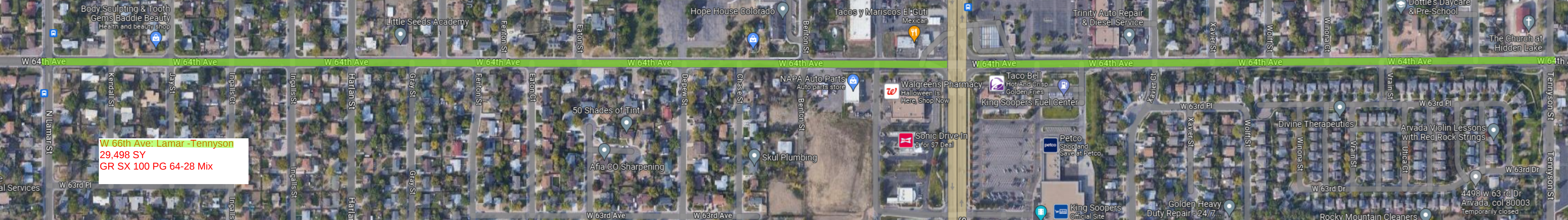


Exhibit D

Change Order No. 1

To “An Agreement By And Between The City Of Arvada And
APC Construction Co. For 2024 Phase 1 Pavement Resurfacing
Program, Project No. 24-ST-01C, In An Amount Not To Exceed
\$3,912,903.05”



W 66th Ave: Lamar -Tennyson
29,498 SY
GR SX 100 PG 64-28 Mix



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.9.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: R24-068, A Resolution Authorizing Amendment No. 4 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for Purposes of Awarding Phase II Services, thereby Increasing the Contract Amount from \$4,078,293.00, to an Amount Not to Exceed \$4,893,063.00

Report in Brief

Amendment No 4 to the existing design phase contract between the City of Arvada and Archer-Western Construction, LLC for the Zephyr (Zone 5) Water Storage Tank project will increase the existing contract amount by \$814,770.00 for a new contract total of \$4,893,063.00. This Amendment No 4 will include Exhibit D, considered the Guaranteed Maximum Price (GMP) package 2. Exhibit D will include the remainder of construction time and materials for the construction phase, all electrical appurtenances, and will initiate phase II of the contract.

The Arvada team recommends that the City Council approve R24-068, A Resolution Authorizing Amendment No. 4 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for Purposes of Awarding Phase II Services, thereby Increasing the Contract Amount from \$4,078,293.00, to an Amount Not to Exceed \$4,893,063.00.

Financial Impact

CIP Project: Zephyr (Zone 5) Water Storage Tank

Financial Impact: None as costs are anticipated to be paid by JCMD

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 was 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.

The Zephyr (Zone 5) Water Storage Tank entered the final design phase in January 2024 with the goal of being in service by the end of 2024. To proceed with the design and construction phases simultaneously, a Construction Management / General Contractor (CM/GC) alternative delivery method was selected. At approximately 30% design, Archer-Western Construction, LLC, was selected as CM/GC and the attached proposals are their Guaranteed Maximum Price (GMP) packages 1 and 2. Design is now complete and construction preparation is ongoing. The bulk of construction started in June 2024.

Discussion

Archer-Western Construction, LLC (A-W) was originally contracted for an amount of \$119,295.00 for design phase services. Following an amendment to include early-works packages, which allowed A-W to order long lead time items that would

SUBJECT: R24-068, A Resolution Authorizing Amendment No. 4 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for Purposes of Awarding Phase II Services, thereby Increasing the Contract Amount from \$4,078,293.00, to an Amount Not to Exceed \$4,893,063.00

PAGE: 2
ITEM: 8.A.9.

otherwise slow the construction schedule, the total contract value increased to a total value of \$491,080.00. GMP package 1 increased the total contract value to \$4,078,293.00 to complete early works such as tank pipe install and yard pipe install for site preparation as well as the construction of the water storage tank itself. GMP package 2 would increase the total contract value to \$4,893,063.00 and will include all remaining construction time and materials as well as electrical appurtenances. This project is expected to be funded 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 R24-068, A Resolution Authorizing Amendment No. 4 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for Purposes of Awarding Phase II Services, thereby Increasing the Contract Amount from \$4,078,293.00, to an Amount Not to Exceed \$4,893,063.00 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 R24-068, A Resolution Authorizing Amendment No. 4 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for Purposes of Awarding Phase II Services, thereby Increasing the Contract Amount from \$4,078,293.00, to an Amount Not to Exceed \$4,893,063.00.

Suggested Motion:

I move that R24-068, A Resolution Authorizing Amendment No. 4 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for Purposes of Awarding Phase II Services, thereby Increasing the Contract Amount from \$4,078,293.00, to an Amount Not to Exceed \$4,893,063.00, be (approved) (rejected).

Prepared by:
Chris Koch, CCO Admin

SUBJECT: R24-068, A Resolution Authorizing Amendment No. 4 To “A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10” for Purposes of Awarding Phase II Services, thereby Increasing the Contract Amount from \$4,078,293.00, to an Amount Not to Exceed \$4,893,063.00

PAGE: 3
ITEM: 8.A.9.

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	6/12/2024
Jenny Wolfschlag, City Engineer	6/12/2024
Jacqueline Rhoades, Public Works Director	6/12/2024
Sharon Israel, Director of Utilities	6/13/2024
Bryan Archer, Director of Finance	6/17/2024
Tammy Hedlund, Legal Specialist	6/17/2024
Jessica Morales, Assistant City Attorney	6/17/2024
Rachel Morris, City Attorney	6/17/2024
Don Wick, Deputy City Manager	6/17/2024
Lorie Gillis, City Manager	6/18/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-068

A RESOLUTION AUTHORIZING AMENDMENT NO. 4 TO “A CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR (CM/GC) AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND ARCHER WESTERN CONSTRUCTION, LLC FOR THE ZEPHYR (ZONE 5) TANK, PROJECT NO. 24-WA-10” FOR PURPOSES OF AWARDING PHASE II SERVICES, THEREBY INCREASING THE CONTRACT AMOUNT FROM \$4,078,293.00, TO AN AMOUNT NOT TO EXCEED \$4,893,063.00

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, Amendment No. 4, which is in substantially the same form as that attached hereto, to the Construction Management/General Contractor (CM/GC) Agreement by and between the City of Arvada and Archer Western Construction, LLC, for the Zephyr (Zone 5) Tank, Project No. 24-WA-10, for purposes of awarding Phase II Services, thereby increasing the contract amount from \$4,078,293.00 to an amount not to exceed \$4,893,063.00.

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

APPROVED AND ADOPTED this 5th day of August, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

AMENDMENT NO. 4
TO “A CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR
(CM/GC) AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND ARCHER WESTERN CONSTRUCTION, LLC FOR THE ZEPHYR
(ZONE 5) TANK, PROJECT NO. 24-WA-10” FOR PURPOSES OF
AWARDING PHASE II SERVICES, THEREBY INCREASING THE
CONTRACT AMOUNT FROM \$4,078,293.00, TO AN AMOUNT NOT
TO EXCEED \$4,893,063.00

1. **PARTIES.** The Parties to this Amendment No. 4 are the CITY OF ARVADA, a home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“**Arvada**” and/or “**Owner**”), and ARCHER WESTERN CONSTRUCTION, LLC, a Colorado Limited Liability Company, located at 8703 Yates Drive, #105, Westminster, CO 80031 (“**Contractor**”).
2. **RECITALS AND PURPOSE.**
 - 2.1. Arvada requires a qualified entity to provide Phase I and Phase II (if awarded) services for the construction of a nominal 1.0-million-gallon (MG) water storage tank in west Arvada, as further described in Arvada’s RFP.
 - 2.2. On or about March 14, 2024, Arvada and Contractor entered into an Agreement wherein Contractor shall provide Phase I Construction Management services, including but not limited to cost estimating, constructability reviews, value engineering, development of a Guaranteed Maximum Price, and risk management, in an amount not to exceed \$119,295.00 (“**Original Agreement**”).
 - 2.3. The Original Agreement also set forth pertinent terms and conditions applicable to Phase II / Construction Phase Services (if awarded).
 - 2.4. On or about March 27, 2024, Arvada and Contractor executed Amendment No. 1 to the Original Agreement, for the addition of an insurance and bond cost (“**Amendment No. 1**”). Amendment No. 1 did not modify the contract amount for Phase I Services. Amendment No. 1 did not award Phase II Services to Contractor.
 - 2.5. On or about April 9, 2024, Arvada and Contractor executed Amendment No. 2 to the Original Agreement (“**Amendment No. 2**”). Amendment No. 2 approved the following Early Works Packages: (1) Potholing, with a Guaranteed Maximum Price of \$26,747.00; and (2) Tank Design and Tank Piping Materials, with a Guaranteed Maximum Price of \$345,038.00. Amendment No. 2 did not award Phase II Services to Contractor.
 - 2.6. On or about May 10, 2024, after approval by the Arvada City Council, Arvada and Contractor executed Amendment No. 3 to the Original Agreement

(“**Amendment No. 3**”). Amendment No. 3 approved an Early Works Package for Mobilization, Under Slab Piping Install, Tank Construction, and Yard Piping, with a Guaranteed Maximum Price of \$3,587,213.00. Amendment No. 3 did not award Phase II Services to Contractor.

2.7. For the convenience of the Parties, (due to the voluminous nature of the Original Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3), the Original Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 are not attached hereto, but are incorporated herein by reference.

2.8. The purpose of this Amendment No. 4 to the Original Agreement (“**Amendment No. 4**”) is to award Contractor Phase II of the Original Agreement. The Guaranteed Maximum Price for Amendment No. 4 is **\$814,770.00**.

2.9. This Amendment No. 4 increases the contract amount from \$4,078,293.00, to an amount not to exceed **\$4,893,063.00**.

3. **CONTRACT DOCUMENTS AND EXHIBITS.** The Contract Documents shall consist of this Amendment No.4, Amendment No. 3, Amendment No. 2, Amendment No. 1, and the Original Agreement, together with the following:

**Exhibit D: Contractor’s Construction Phase/ Phase II Services Proposal,
with a Guaranteed Maximum Price of \$814,770.00.**

All exhibits referred to in Amendment No. 4 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 Amendment No. 4, requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of Amendment No. 4 shall be 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. **PERFORMANCE AND PAYMENT BOND.** In compliance with Section 82-49 of Arvada City Code and the Original Agreement, Contractor shall submit a Performance and Payment Bond for these Construction Phase/Phase II Services, on the form attached to the Original Agreement, in the amount of 100% of the Contract price, with a corporate surety approved by the City for the faithful performance of the Contract.

5. **PHASE II SERVICES.**

5.1. Contractor shall perform Phase II Services in accordance with the Original Agreement.

5.2. Contractor shall perform the services detailed in **Exhibit D** to this Amendment No. 4.

6. **FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3.

DATED this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

For Rachel A. Morris, City Attorney

By: _____

**ARCHER WESTERN
CONSTRUCTION, LLC**, a Colorado
Limited Liability Company

Jeff Polak
Vice President
8703 Yates Drive, #105
Westminster, CO 80031
jpolak@walshgroup.com



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

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

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: CB24-010, An Ordinance Permitting Concealed Handgun Permit Holders to Lawfully Carry a Concealed Handgun at the Arvada City Hall Located at 8101 Ralston Road (Public Hearing to be set for August 19, 2024 at 6:15 p.m.)

Report in Brief

PRESENTER: City Attorney Rachel Morris

On May 31, 2024, Governor Polis signed Senate Bill 24-131 (SB-131), which enacted Colorado Revised Statute 18-12-105.3, "Unlawful carrying of a firearm in government buildings," effective July 1, 2024. The statute prohibits anyone, subject to limited exceptions, from carrying a firearm, whether openly or concealed, on the property of certain government buildings. Arvada City Hall is subject to the statute. The statute provides that a local government may enact an ordinance, regulation, or other law that permits a person to carry a firearm on government property that is otherwise subject to the statute.

City Council requested Staff to prepare for its consideration an ordinance which would "opt out" Arvada City Hall from the statute.

This ordinance would permit persons who hold a valid concealed handgun permit to lawfully carry a concealed handgun on Arvada City Hall property, subject to certain limitations with respect to the Municipal Court and Arvada Police Department headquarters. This ordinance does not negate or affect enforcement of existing Arvada City Code Section 62-71, which prohibits open carry of all firearms at any property owned by the City or the Apex Park and Recreation District.

The Arvada team provides for City Council's consideration CB24-010, An Ordinance Permitting Concealed Handgun Permit Holders to Lawfully Carry a Concealed Handgun at the Arvada City Hall Located at 8101 Ralston Road.

Financial Impact

There is not financial impact associated with this ordinance. Passage would revert firearms laws applicable to City Hall to those in place prior to July 1, 2024.

Background

Prior to July 1, 2024, a valid concealed handgun permit holder could lawfully carry a concealed handgun on Arvada City Hall property. Open carry of a handgun or other firearm at City Hall was, and continues to be, a violation of ACC 62-71. Carrying a concealed handgun or other firearm without a valid concealed handgun permit was, and remains, a violation of State law.

Under SB-131, most persons, other than peace officers and the City's contracted private security guards, are now prohibited from possessing a firearm on the Arvada City Hall property at 8101 Ralston Road, to include adjacent landscaped areas and parking lots. The provisions of the statute do not include facilities other than the City Hall property (i.e. the City Hall Annex, APD Community Stations, etc.).

This ordinance would "opt out" Arvada City Hall from the statute enacted by SB-131.

SUBJECT: CB24-010, An Ordinance Permitting Concealed Handgun Permit Holders to Lawfully Carry a Concealed Handgun at the Arvada City Hall Located at 8101 Ralston Road (Public Hearing to be set for August 19, 2024 at 6:15 p.m.)

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ITEM: 8.C.1.

Discussion

This ordinance would exclude City Hall from the provisions of SB-131. It would essentially revert firearms laws applicable to City Hall to those in place before July 1, 2024. Staff have sought feedback from City employees who may have concerns or questions about SB-131 and this proposed ordinance. That feedback has been provided to Council separately.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

This ordinance relates to community safety at the City Hall facility.

Alternative Courses of Action

Recommendation for Action

The Arvada team provides for City Council's consideration CB24-010, An Ordinance Permitting Concealed Handgun Permit Holders to Lawfully Carry a Concealed Handgun at the Arvada City Hall Located at 8101 Ralston Road. If approved on first reading, Council should set a Public Hearing for August 19, 2024 at 6:15 p.m.

Suggested Motion:

I move that CB24-010, An Ordinance Permitting Concealed Handgun Permit Holders to Lawfully Carry a Concealed Handgun at the Arvada City Hall Located at 8101 Ralston Road, be (approved on first reading, ordered published in full, and a public hearing set for August 19, 2024, at 6:15 p.m.) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Rachel Morris, City Attorney	7/18/2024
Lorie Gillis, City Manager	7/22/2024
Linda Haley, Deputy City Manager	7/22/2024

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 24-010
ORDINANCE NO. _____

AN ORDINANCE PERMITTING CONCEALED HANDGUN PERMIT HOLDERS TO
LAWFULLY CARRY A CONCEALED HANDGUN AT THE ARVADA CITY HALL
LOCATED AT 8101 RALSTON ROAD

WHEREAS, on May 31, 2024, the Governor of the State of Colorado signed into law Senate Bill 2024-131 (SB 24-131); and

WHEREAS, SB 24-131 enacted C.R.S. § 18-12-105.3, Unlawful carrying of a firearm in government buildings, which prohibits carrying a firearm, whether openly or concealed, on the property of certain government buildings, including adjacent parking areas, effective July 1, 2024; and

WHEREAS, the Arvada City Hall located at 8101 Ralston Road is subject to the statutory criteria set forth at C.R.S. §§ 18-12-105.3(1)(b)(I-III) and (c); and

WHEREAS, C.R.S. § 18-12-105.3(4)(b) provides that a local government may enact an ordinance, regulation or other law that permits a person to carry a firearm on government property that is otherwise subject to the statute; and

WHEREAS, the City Council has determined it is the best interest of the City to permit persons who hold a valid concealed handgun permit to lawfully possess a concealed handgun on Arvada City Hall property, subject to certain limitations; and

WHEREAS, this ordinance shall not negate or otherwise affect the enforceability of existing Arvada City Code § 62-71, Open carry of firearms prohibited, which prohibits open carry of any firearm at all public buildings, facilities, and properties owned, operated, or leased by the City of Arvada or the Apex Park and Recreation District.

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

Section 1. Section 62-71.5 of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code is hereby enacted to read as follows:

“Sec. 62-71.5. Valid concealed handgun permit holders permitted to carry concealed handgun on City Hall property- limitations.

- (a) *Legislative intent and purpose.* Section 18-12-105.3, C.R.S., effective July 1, 2024, provides that it is illegal for a person to carry a firearm in certain government buildings and adjacent parking areas. The Arvada City Hall is subject to the statute. The City Council has determined that it is in the best interest of the City and the health and safety of the public to permit persons who hold a valid concealed handgun permit to carry a concealed handgun at Arvada City Hall, subject to limitations applicable to certain areas

of the City Hall facility.

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

Handgun means a pistol, revolver, or other firearm of any description, loaded or unloaded, from which any shot, bullet, or other missile can be discharged, the length of the barrel of which, not including any revolving, detachable, or magazine breech, does not exceed twelve inches.

- (c) *Authority.* C.R.S. 18-12-105.3(4)(b) provides that a local government may enact an ordinance, regulation, or other law that permits a person to carry a firearm on government property that is otherwise subject to the statute.

- (d) *Applicability.* This ordinance applies to valid concealed handgun permit holders who may carry a concealed handgun at the Arvada City Hall. This ordinance does not permit open carry of firearms at the Arvada City Hall otherwise in violation of section 62-71(c).

- (e) *Valid concealed handgun permit holders permitted to carry concealed handguns on City Hall property.* Notwithstanding any provision of Section 18-12-105.3(1)(b), C.R.S. to the contrary, a person who holds a valid concealed handgun permit may lawfully carry a concealed handgun on the Arvada City Hall property located at 8101 Ralston Road, subject to the limitations provided herein.

- (f) *Authority to prohibit firearms in certain areas of City Hall.* Notwithstanding subsection (e), the Presiding Municipal Judge shall have the authority to issue and enforce orders prohibiting firearms in the Municipal Courtroom at any time, and from the Municipal Court lobby during any time the Municipal Court is in session. Furthermore, the Chief of Police may prohibit possession of a firearm by anyone other than a peace officer in any secure portion of the Arvada City Hall property utilized by the Arvada Police Department.”

Section 2. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared unconstitutional or invalid. The City Council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of August, 2024.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 20__.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

Publication Dates: August 8, 2024

REDLINE/STRIKETHROUGH VERSION

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

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



REPORT TO CITY COUNCIL

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 2024

SUBJECT: Continuance of Public Hearing for Texas Roadhouse Major Modification Request from the Land Development Code subsection 5-1-3-1.B.2, that requires buildings adjacent to a Pedestrian Priority Street to have a minimum height of 25 feet and have at least two usable floors, for the building generally located at 5550 Wadsworth Blvd.

Report in Brief

*****Start with "PRESENTER: _____" (name the person the Mayor should call on to introduce the agenda item. You **do not** need to list all potential speakers.)

Then provide a 3-4 sentence paragraph that summarizes the key critical points associated with the issue that the City Council will consider. The information needs to be framed in a policy context and include references to other Council, Council Committee, Commission or citizen committee action.

This section must conclude with a separate one sentence paragraph that clearly states the recommended action. The statement needs to read: The Arvada team recommends that the City Council approve CB21-____, An Ordinance

OR

R21-____, A Resolution _____.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator
Laura Hemler, Assistant City Attorney

Approved by:

Linda Haley, Deputy City Manager

Rachel Morris, City Attorney

Linda Haley, Deputy City Manager

Enclosure, exhibits & attachments required to support the report



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: August 5, 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
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: August 5, 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 7/10/2024

Lorie Gillis, City Manager 7/22/2024

Enclosure, exhibits & attachments required to support the report

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

WORKSHOPS	Date	Lead
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		