

City of Arvada

City Council Agenda

DECEMBER 16, 2024
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:

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

Staff Members Usually Present:

Linda Haley, Acting City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Jessica Morales, Interim Director of Utilities
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Ryan Stevenson, Director of Vibrant Community & Neighborhoods
Rachael Kuroiwa, Director of Communications & Engagement
Ed Brady, Chief of Police
Kristen Rush, City Clerk

Info: 720-898-7550

THIRD FLOOR CONFERENCE ROOM EXECUTIVE SESSION
5:00 P.M.

Legal Advice Pursuant to CRS 24-6-402(4)(b) and Instructions to Negotiators Pursuant to CRS 24-6-402(4)(e)
Relating to Scenic Heights Metropolitan District Proposal

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS
6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Mayor Pro Tem Moorman
3. Swearing-In of New Council Member
 - A. Oath of Office - Brad Rupert, Councilmember At-Large
4. Roll Call of Councilmembers
5. Approval of Minutes
 - A. December 2, 2024 City Council Meeting
6. Recognitions and Communications - None
7. Presentations - None
8. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
9. New Business

A. Consent Agenda

1. R24-128, A Resolution Adopting the City of Arvada's 2025 Legislative Agenda
2. R24-129, A Resolution Amending and Restating in its Entirety the Police Money Purchase Retirement Plan Now Known as the City of Arvada Police Retirement Plan
3. R24-130, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee
4. R24-131, A Resolution Authorizing an Agreement Between the City of Arvada and Symetra Life Insurance Company for Stop Loss Insurance Coverage in an Amount Not To Exceed \$1,472,078.00

B. Resolutions

1. R24-132, A Resolution Authorizing Amendment No. 2 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority To Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40 (Presenter: Jacqueline Rhoades, Director of Public Works)
2. R24-133, A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2025 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens (Presenter: Carrie Espinosa, Housing Manager)
3. R24-134, A Resolution Authorizing a Memorandum of Understanding between the City of Arvada and Jefferson County School District R-1 Related to Creation of a Public Safety Educational Program (Presenter: Aaron Jacks, Sr. Asst. City Attorney)
4. R24-135, A Resolution Authorizing an Agreement Between the City of Arvada and Sandpiper Arvada, LLC for Emergency Sheltering Not to Exceed \$1,134,000.00 (Presenter: Carrie Espinosa, Housing Manager)

C. Ordinances (First Reading) (None)

10. Other

11. Public Hearings - 6:15 PM

- A. CB24-020, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2024 (Ordinance No. 4886) (Presenter: Bryan Archer, Director of Finance)
- B. Luxelocker, a 8.397 acre lot generally located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane) (Presenter: Rob Smetana, Manager of City Planning and Development)
 1. PUD Development Plan for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane) (Presenter: Rob Smetana, Manager of City Planning and Development)
 2. Major Subdivision Preliminary Plat for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane) (Presenter: Rob Smetana, Manager of City Planning and Development)

12. Public Comment - Five Minute Limit

13. Reports from City Council

A. Council Committee Reports

14. Reports from City Manager

A. Review of Future Workshops and Presentations

15. Reports from City Attorney

16. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD DECEMBER 2, 2024

1. Call to Order - 6:05 p.m.

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

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

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

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

The following votes were cast on the Motion:

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

Those Absent: Moorman

The Motion was Approved

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

4. Approval of Minutes – November 18, 2024

The minutes stand approved as amended.

5. Recognition and Communication – None

6. Presentations – None

7. Public Comment –

1. Jim Morgan, Arvada resident, addressed council regarding homelessness.
2. Mike Rawluk, Golden resident, addressed council regarding time limits for public comment.
3. Deb Walsh, Arvada resident, addressed council regarding the infrastructure in Meadow Lake West.
4. Laura Sadowsky, Arvada resident, addressed council regarding a navigation center.
5. Tiffany Munoz, Arvada resident, addressed council regarding a navigation center.
6. Roland Baca, Arvada resident, addressed council regarding homeless concerns.

7. Ruth Schaffer, Arvada resident, addressed council regarding a homeless shelter.
8. Renee Cornell, Arvada resident, addressed council regarding the Early College of Arvada building.
9. Lilian Allish, Arvada resident, addressed council regarding the Study Session on Saturday.
10. Mike Schweitzer, Arvada resident, addressed council regarding remote access for Planning Commission Meetings.
11. Arthur Teter, Arvada resident, addressed council regarding a navigation center.
12. Bruce Morrison, Arvada resident, addressed council regarding a navigation center.
13. Joyce Richardson, Arvada resident, addressed council regarding a navigation center.
14. Karen Devwato, Arvada resident, addressed council regarding a navigation center.
15. Judy Dane, Arvada resident, addressed council regarding the project in Jefferson County at 64th and McIntyre.
16. Dixie Ice, Arvada resident, addressed council in opposition to a navigation center in Arlington Meadows.
17. Rebecca Bacca, Arvada resident, addressed council regarding a navigation center.
18. Jerome Ortega, Arvada resident, addressed council regarding a navigation center.
19. Ben Murphy, Arvada resident, addressed council regarding a traffic signal.
20. Karen Sprigs, Arvada resident, addressed council regarding a navigation center.
21. Eric Bodensstab, Arvada resident, addressed council regarding his experience for the council vacancy.

8. New Business

A. Consent Agenda –

1. R24-123 A Resolution Authorizing Amendment No. 3 to the “Construction Management/General Contractor Agreement Between Arvada and BT Construction, Inc. for Pre-Construction Services for North Trunk Sewer Improvements – Tennyson & 58TH Project in an Amount Not to Exceed \$86,450.00” for Purposes of Awarding Contractor Phase II with a Guaranteed Maximum Price of \$13,258,966.50, Thereby Increasing the Total Contract Amount to an Amount Not to Exceed \$13,703,199.63
2. R24-124 A Resolution Authorizing Amendment No. 1 to "A Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Garney Companies, Inc. for the North Trunk Sewer Improvements at Sheridan Blvd. and 76th Ave.," for Purposes of Awarding Phase II, at a Guaranteed Maximum Price of \$20,107,055.66, Thereby Increasing the Contract Amount from \$192,522.00 to an Amount Not to Exceed \$20,299,577.66
3. R24-125 A Resolution Authorizing Amendment No. 2 to “An Agreement Between the City of Arvada and Carollo Engineers, Inc. for Final Design and Construction Phase Services Relating to the North Trunk Line Sanitary Sewer Improvements” for the Addition of Task 3 – Construction Phase Services, at a Cost of \$1,062,921.00, Thereby Increasing the Contract Amount from \$717,062.00 to an Amount Not to Exceed \$1,779,983.00

Councilmember Davis moved that R24-123, A Resolution Authorizing Amendment No. 3 to the “Construction Management/General Contractor Agreement Between Arvada and BT Construction, Inc. for Pre-Construction Services for North Trunk Sewer Improvements – Tennyson & 58TH Project in an Amount Not to Exceed \$86,450.00” for Purposes of Awarding Contractor Phase II with a Guaranteed Maximum Price of \$13,258,966.50, Thereby Increasing the Total Contract Amount to an Amount Not to Exceed \$13,703,199.63; R24-124, A Resolution Authorizing Amendment No. 1 to "A Construction Management/General Contractor (CM/GC) Agreement By and Between the City of Arvada and Garney Companies, Inc. for the North Trunk Sewer Improvements at Sheridan Blvd. and 76th Ave.," for Purposes of Awarding Phase II, at a Guaranteed Maximum Price of \$20,107,055.66, Thereby Increasing the Contract Amount from \$192,522.00 to an Amount Not to Exceed \$20,299,577.66; R24-125, A Resolution Authorizing Amendment No. 2 to “An Agreement Between the City of Arvada and Carollo Engineers, Inc. for Final Design and Construction Phase Services Relating to the North Trunk Line Sanitary Sewer Improvements” for the Addition of Task 3 – Construction Phase Services, at a Cost of \$1,062,921.00, Thereby Increasing the Contract Amount from \$717,062.00 to an Amount Not to Exceed \$1,779,983.00, be approved.

The following votes were cast on the Motion:

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

Those Absent: Moorman

The Motion was Approved

B. Resolutions –

1. R24-126 A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2025 Programs and Services in Olde Town Arvada

Jessica Garner, Director of Community and Economic Development, reviewed this resolution with council.

Councilmember Fifer moved that R24-126, A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2025 Programs and Services in Olde Town Arvada

The following votes were cast on the Motion:

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

Those Absent: Moorman

The Motion was Approved

2. R24-127 A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada and Metro Water Recovery for Relocation of the Interceptor Facilities

Jacqueline Rhoades, Director of Public Works, reviewed this resolution with council.

Councilmember Davis moved that R24-127, A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada and Metro Water Recovery for Relocation of the Interceptor Facilities, be approved.

The following votes were cast on the Motion:

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

Those Absent: Moorman

The Motion was Approved

C. Ordinances (First Reading) –

1. CB24-020 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2024 (Public Hearing to be set for December 16, 2024 at 6:15 p.m.)

Councilmember Fifer moved that CB24-020, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2024 (Public Hearing to be set for December 16, 2025 at 6:15 p.m., be approved on first reading, ordered published in full and a Public Hearing be set for October 7, 2024, at 6:15 p.m.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Ambrose, Davis, Marriott

Those Absent: Moorman

Those Abstaining: Fifer

The Motion was Approved

9. Other – None

10. Public Hearings – None

12. Public Comment - Five Minute Limit – None

13. City Council Reports –

- A. Councilmember Fifer asked staff to investigate complaints regarding Jeffcom, the 911 dispatch call center.
- B. Mayor Simpson congratulated the team on the successful grand opening of the aquatics center.

14. City Manager Reports –

- A. Linda Haley, Acting City Manager, reviewed the upcoming Workshop Schedule.

15. City Attorney Reports – None

16. Adjournment at 8:20 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: Consent Agenda

Report in Brief

1. R24-128, A Resolution Adopting the City of Arvada's 2025 Legislative Agenda
2. R24-129, A Resolution Amending and Restating in its Entirety the Police Money Purchase Retirement Plan Now Known as the City of Arvada Police Retirement Plan
3. R24-130, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee
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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
9.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: R24-128, A Resolution Adopting the City of Arvada's 2025 Legislative Agenda

Report in Brief

The 2025 proposed Legislative Agenda was provided to the City Council in November. The City Council was given the opportunity to provide comments and feedback regarding final edits to the document. The City team is now providing a final version so that the Council may consider formal adoption of the 2025 Legislative Agenda.

The Arvada team recommends that City Council approve R24-128, A Resolution Adopting the City of Arvada's 2025 Legislative Agenda.

Financial Impact

There is no financial impact associated with the recommended action.

Background

The 2025 Legislative Agenda elevates the City's concerns before various elected officials and serves as a roadmap of the City's legislative goals and focus areas for the upcoming legislative session. It outlines the City's commitment to various issues by topic and is used by City team members to develop awareness of and consensus on the City's legislative positions. The Legislative Agenda aligns with the City's strategic plan as noted below.

Discussion

See background information above.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N / A.

Strategic Alignment

The Legislative Agenda aligns with OSE Strategic Result #1 by providing policy guidance and communicating out to team members and the public the City's legislative positions.

Alternative Courses of Action

1. Approve R24-128, A Resolution Adopting the City of Arvada's 2025 Legislative Agenda.
2. Decline to adopt a legislative agenda for the City.

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1.

Suggested Motion:

I move that R24-128, A Resolution Adopting the City of Arvada's 2025 Legislative Agenda, be (approved) (rejected).

Prepared by:

Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Tammy Hedlund, Legal Specialist 11/26/2024

Nora Steenson, Deputy City Attorney 11/26/2024

Rachel Morris, City Attorney 11/27/2024

Linda Haley, Acting City Manager 11/27/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-128

A RESOLUTION ADOPTING THE CITY OF ARVADA'S
2025 LEGISLATIVE AGENDA

WHEREAS, the adoption of state and federal legislation on matters of municipal and local concern can have a significant impact upon the provision of municipal services by the City of Arvada; and

WHEREAS, the City Council has reviewed the proposed 2025 Legislative Agenda and wishes to formally adopt the Agenda.

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

Section 1. The City of Arvada 2025 Legislative Agenda, which is in substantially the same form as that attached hereto, is hereby adopted.

Section 2. The City Manager will monitor how the 2025 Legislative Agenda is affected by legislation proposed or adopted by the Colorado General Assembly or the United States Congress and report those impacts to the City Council from time to time.

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

APPROVED AND ADOPTED this 16th day of December, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____



2025 Legislative Agenda

Table of Contents

INTRODUCTION	3
Purpose	3
Synopsis	4
City Council Strategic Priorities & Work Systems	5
Major Efforts and Initiatives	6
COMMUNITY AND ECONOMIC DEVELOPMENT	8
Annexation	8
Building Inspectors	9
Comprehensive Plans	9
Construction Defect Laws	10
Eminent Domain	10
Enterprise Zones	11
Regional Planning & DRCOG	11
Tax Increment Financing (TIF)	12
Affordable Housing	12
Homelessness	13
INFRASTRUCTURE	15
Broadband	15
Federal Infrastructure Funding	16
Right-of-Way Control Access and Construction	16
Transit and Regional Multimodal Transportation	17
Transportation Funding	17
Video Franchising	18
ORGANIZATIONAL AND SERVICE EFFECTIVENESS	19
Accessibility of Digital Assets	19
Governmental Immunity Act	20
Medical Costs	21
Municipal Liability	22
Taxation and Fee Authority	22
SAFE COMMUNITY	24
Inter-Jurisdictional Emergency Services	24
Dilution of Criminal Laws and Offender Accountability	24

Victim Rights and Criminal Justice Processes	25
Municipal Courts	26
Police Reform	26
Seizures	28
VIBRANT COMMUNITY AND NEIGHBORHOODS	29
Colorado Creative Industries	29
Rocky Flats Wildlife Refuge	30
Climate Action and Resilience	30
COMMUNITY PROFILE	32
CITY OF ARVADA COUNCIL MEMBERS	33
CITY OF ARVADA LEADERSHIP TEAM	34
STATE LEGISLATORS REPRESENTING ARVADA	35
VISION, MISSION, VALUES	36

Introduction

Purpose

The City of Arvada's Legislative Agenda serves as a roadmap of the City's goals and focus areas for the upcoming legislative session. Our legislative priorities emphasize several key areas that are vital to enhancing the lives of everyone in our community and serve as the City's official guide to proposed legislation by the Colorado General Assembly.

This document outlines the City's commitment to various issues by topic and is to be used internally by staff and City Council to develop awareness and consensus on the City's stances, as well as externally to Colorado state legislators representing the City of Arvada. The City's priorities consider the unique needs of the Arvada community and align closely with the City Council Strategic Plan.

The City Council Strategic Plan includes five results:

- **Homelessness:** Collaborate and coordinate with nonprofits, local organizations, and regional governments to advance services to individuals experiencing homelessness or at risk of experiencing homelessness
- **Housing:** Improve access to diverse, safe, and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.
- **Local Economy:** Bolster a vibrant local economy by delivering efficient and cost-effective services as well as providing support for business in Arvada.
- **Physical and Technology Systems:** Improve City and community connectivity by providing reliable and accessible physical and technology systems.
- **Quality of Life:** Foster an accessible and inclusive community that preserves and improves quality of life and ensures a safe and thriving place for all community members.

Synopsis

The City of Arvada, like other Colorado municipalities, is navigating challenges such as homelessness, affordable housing, public safety, transportation, aging infrastructure, and environmental impacts. With strong leadership and dedicated professionals, the City is addressing these immediate demands, while continuing to follow its Vision Statement to “Dream Big and Deliver” by researching, collaborating, and taking action to address future needs.

Though the City of Arvada is confident in its ability to serve its residents and be a collaborative partner with the State of Colorado and other regional jurisdictions, there is the need for communication, support, and awareness by the Colorado General Assembly in order to ensure that legislation fosters effective local governance without introducing additional challenges. We believe that this is attainable through good faith efforts to include municipalities in the issues that affect them.

The City of Arvada aims to be an exemplary model for other municipalities, recognizing that this is an ongoing journey of continuous improvement. This includes the City Council’s longstanding commitment to collaborate effectively with the legislators representing our city.

The City of Arvada holds strong to the main themes held in previous years:

- **Maintain Local Control and Home Rule:** Decisions impacting Arvadans are best undertaken by the government that is closest to the electorate, the Arvada City Council.
- **No Mandates:** Mandates from other levels of government, especially unfunded, should not be imposed on local government.
- **Preservation of Traditional Authority:** The traditional authority and powers of municipal government in areas such as land use and zoning, and sales tax, should not be further eroded.
- **Local Problems Need Local Solutions:** Statewide solutions to local issues often have unintended consequences on municipalities and should be avoided.
- **Enhancing Public Safety:** The City supports efforts to provide public safety officials with the tools they need to safeguard residents. The City supports legislative initiatives that enhance peace officer recruiting and retention efforts, and initiatives that hold those who engage in criminal behavior accountable and are in the best interests of public safety.

City Council Strategic Priorities & Work Systems

The City is organized into five work systems to better share resources among those departments with overlapping responsibilities, as well as empower teams to work together, work smarter, and develop long-term solutions for success. Following is a summary of the City Council Strategic Priorities and Work Systems:

- **Community and Economic Development:** Community and Economic Development sustains a planned and balanced community that provides affordable housing while preserving existing neighborhoods and the related housing stock; enhances the image of the community; provides quality jobs for citizens; generates additional revenue and ensures the economic health and financial stability for the City of Arvada; and coordinates development activities to conform with city policies and regulations.
- **Infrastructure:** The community depends on well-maintained streets, sidewalks, water, wastewater and stormwater facilities. Planned and steady population growth requires proper maintenance of existing infrastructure and additional capacity to support a thriving community well into the future. This work system also includes solid waste services and fleet and facilities management.
- **Organizational and Service Effectiveness:** The community depends on a well-managed, fiscally-responsible and transparent City government to guide the organization in a manner that enhances quality of life. Performance-based management practices, sustainable levels of resource use, efficient use of technology, a high-performing workforce, and legal and ethical compliance will ensure the long-term credibility and effectiveness of the City government.
- **Safe Community:** As a Commission on Accreditation for Law Enforcement Agencies (CALEA) accredited agency, the Arvada Police Department sets the standard of excellence based on their values of honor, integrity, and commitment. Community-based policing, connected neighbors, engaged local businesses, supportive community institutions, emergency response, and a fair and impartial justice system ensures Arvada is a safe place to live, work, play, and stay.
- **Vibrant Community and Neighborhoods:** The mission of the Vibrant Community and Neighborhoods Department is to provide parks, urban design, golf, banquet, event, trails and environmental education services to

the Arvada community and visitors so they can play, celebrate, and engage in the vitality of our welcoming community.

This Legislative Agenda is organized by work system and aligns with City Council priorities.

Major Efforts and Initiatives

A few highlights the City of Arvada is working on include, but are not limited to:

- **Affordable Housing:** The City adopted a housing needs assessment and strategic plan in 2024, which addresses barriers to building and retaining affordable housing and suggests local funding, policy strategies and implementation solutions. There are a number of affordable housing developments coming soon or now underway in the City, including homes for older adults, permanent supportive housing and low-income solutions (Legacy Senior Residences, Marshall Street Landing, Marshall Pointe Apartments, Vance Street Flats, Ralston Gardens, and Habitat for Humanity townhomes).
- **Capital Improvement Projects:** Arvada is undergoing several important improvements to roads, bridges, and utility services, and strategizing funding mechanisms to meet current and new demands, such as improvements to major arterial roadways and water transmission and distribution systems.
- **Community Engagement and Customer Service:** The City looks for new and improved ways to engage with community members. This includes a variety of programs, such as Speak Up Arvada, Ask Arvada, and Neighbors Connected. The Community and Economic Development (CED) work system launched a “Taste & Talks” series that runs through 2025 and focuses on bringing thoughtful, compelling content to local venues that celebrate homegrown businesses, restaurants and topics that are important to the Arvada community. As CED prepares for a Comprehensive Plan update in 2025, they are also participants of a pilot effort to refocus on customer service training and developing expectations in order to provide excellent service to the community, including developers, contractors, and internal staff.
- **Diversity, Equity, Inclusion, and Accessibility:** The City is engaging in operational and strategic efforts to enhance the service needs of all people living, working, and traveling through Arvada. This includes a review of

processes, procedures and policies and will involve engagement with stakeholders to ensure our services are assessed with a DEI&A lens.

- **Employment:** The City prioritizes our team members with a people-first philosophy in order to recruit and retain the best people to provide superior services to enhance the lives of everyone in our community. Arvada is committed to the development, health and well-being of our team members by providing a comprehensive total rewards program.
- **Homelessness:** Arvada is an active partner/leader in looking at homelessness and housing solutions for the western Denver metro area.
- **IT Cybersecurity:** Arvada is taking proactive measures in light of increasing risks in cybersecurity threats. This included a mandatory staff cybersecurity training that took place at the end of 2023 and again in 2024.
- **Resiliency:** Arvada is engaged in numerous resiliency efforts from strategic planning to environmental and water resource management to financial resiliency.
- **Sustainability:** From City-led residential waste and recycling collection services, partnering with Xcel Energy, installing smart water meters, and increasing energy efficiency in public buildings, Arvada is taking steps to be a more sustainable city.



COMMUNITY AND ECONOMIC DEVELOPMENT

Annexation

The City of Arvada **OPPOSES** any legislation that limits municipalities' power of annexation.

Annexation is a well-established and proper use of municipal authority to provide for logical and contiguous boundaries in providing services. "Flagpole annexation" as one example allows for municipalities to provide services to outlying areas in need and assists with meeting the goals and direction of a Comprehensive Plan.

- Some properties do not have access to utilities and other services without annexation.

- Annexation allows municipalities to grow in a way that offers financial stability to communities, which in turn helps with maintaining public services.

Therefore, the City recommends the Colorado General Assembly avoid any legislation that undermines this essential function of standard, effective planning.

Building Inspectors

The City of Arvada **OPPOSES** state mandates requiring Master Electricians and Plumber Certifications for Building Inspectors.

CRS 12-15-119 includes requirements for electrical inspections and 12-155-119 outline requirements for State Plumbing Inspections. Already there's been mandates for a Master or Journeyman Electricians license for commercial and multi-family inspections, though not yet the same for plumbers. There's been a push for expanding these requirements.

- Extra requirements will add a burden onto local governments to retain team members as it becomes increasingly difficult to find professionals who qualify.
- Local governments that are unable to hire/retain inspectors will have to place the burden of inspections back on the State.
- The City of Arvada has found that combination inspectors, not specialized inspectors, leads to better customer service and response rates.

Therefore, the City recommends the Colorado General Assembly reject any legislation that adds unnecessary requirements to fulfill baseline services such as building inspection, and instead focuses on providing certification programs to ensure inspectors meet any goals the State of Colorado has in ensuring skills and knowledge for building inspectors.

Comprehensive Plans

The City of Arvada **OPPOSES** state mandates to require specific elements in local comprehensive plans.

Comprehensive Plans serve to guide municipal elected officials, developers, and team members in determining current development decisions that will affect the future nature of neighborhoods, municipalities, and regions. Any state mandates risk putting requirements that are only needed for some communities as a burden

for all, and also risks removing communities from determining their own future.

- Statewide growth limitations would undermine the City's capacity to grow when appropriate.
- Restrictions on single-family housing or other types of zoning would limit the community's economic diversity.

Therefore, the City recommends the Colorado General Assembly avoid legislation that changes local governments' authority to develop comprehensive plans.

Construction Defect Laws

The City of Arvada **SUPPORTS** safeguards against construction defect laws that create barriers to the development of for-sale multi-family housing units.

Construction defect laws are designed to provide homeowners rights in lawsuits, and serve an important purpose. At a time when affordable housing is at a critical point, excessive construction defect laws create an undue burden on developers and prevent much needed affordable housing options across different income levels.

- The City is not seeing for sale, multi-family housing due to current levels of construction defect laws.
- The lack of new for sale, multi-family housing, in turn, affects housing affordability and variety.

Therefore, the City recommends that the Colorado General Assembly works with municipalities, developers, and housing organizations before passing any construction defect laws.

Eminent Domain

The City of Arvada **OPPOSES** legislation that further limits the purposes for which eminent domain powers may be used by a municipality.

Eminent domain stems from the last part of the Fifth Amendment which states, "nor shall private property be taken for public use, without just compensation". Local governments derive authority to implement eminent domain from the state. It is a necessary tool of the government in order to pursue public projects, and one by Constitutional Right that guarantees the rights of landowners. Limits to eminent domain do not alter the fundamental rights of citizens, but do inhibit municipalities'

ability to serve their communities.

- Eminent domain was used by the City of Arvada to ensure both its Ralston Road and 72nd Avenue projects could proceed without placing the burden of paying overpriced demands of individual landowners onto taxpayers.
- Eminent domain is one tool the City of Arvada has used to remove blight and push forward “brownfield” development.

Therefore, the City recommends that the Colorado General Assembly strike down any proposals that hamper municipalities’ ability to use eminent domain for the public good.

Enterprise Zones

The City of Arvada **SUPPORTS** the targeted use of enterprise zones as an economic tool to local governments.

The Colorado Enterprise Zone (EZ) is a State Tax Credit program intended to support businesses in qualifying locations. The program provides State income tax credits for businesses located within an EZ, and also serves as an incentive for growing and expanding companies to relocate into these areas. The program provides a business-friendly environment by allowing tax incentives to for-profit companies and non-profit projects. A business residing in an EZ can claim credits against its Colorado State income tax liability for various qualified investments.

- The Enterprise Zone program is extremely important to Arvada as it is one of the few State tools available to support our local community’s economic development plan.
- These investments bring more jobs and wealth to Arvada while increasing the competitive advantage of Arvada businesses.

Therefore, the City recommends the Colorado General Assembly continue to pass legislation that supports, encourages and increases enterprise zones in targeted areas.

Regional Planning & DRCOG

The City of Arvada **SUPPORTS** regional planning and cooperation through the Denver Regional Council of Governments (DRCOG) Metro Vision 2040 Plan.

Growth and development decisions made by one jurisdiction have an impact on

neighboring communities. DRCOG's Metro Vision 2040 offers a framework for collaboration to address the challenge.

- The Metro Vision 2040 Plan is an important asset to regional transportation planning across the Denver metro area.
- Regional planning is an important means to be competitive for state and federal funding grants and opportunities.

Therefore, the City of Arvada recommends the Colorado General Assembly enact laws that progress the Metro Vision 2040 Plan.

Tax Increment Financing (TIF)

The City of Arvada **OPPOSES** any additional restrictions on the use of TIF.

Tax Increment Financing is an important tool for local governments to create economic vitality. It allows communities to invest in collaborative projects that would otherwise be unachievable. Additional restrictions place an unnecessary burden in providing public good to our residents.

- 1,785 new housing units have been created from our Urban Renewal Authority anticipated to generate \$17.5 million in annual taxable spending.
- \$125 million in infrastructure and public improvements have been invested into the City such as roads, sidewalks, storm-water, and environmental mitigation, and another \$14 million into parks and community projects.
- The City of Arvada is considering TIF as one potential means to address long-term infrastructure needs, to be proactive in tackling the challenges many Colorado communities are facing in dealing with aging infrastructure and a growing population.

Therefore, the City recommends that the Colorado General Assembly continues to allow municipalities to be able to use TIF in a flexible, supportive legal environment.

Affordable Housing

The City of Arvada **SUPPORTS** state initiatives to work toward affordable housing in the region across multiple income levels.

The Colorado Municipal League has named affordable housing as a key issue again this year. Housing costs are at critical levels in the Denver metro and beyond. This is not an issue that any one jurisdiction can tackle alone. This is also not an issue for one socioeconomic class as housing affordability affects residents of multiple

income levels looking for a starter home, a place to raise a family, somewhere to retire to, etc.

- Rising costs in building materials and labor are increasing overall housing prices beyond affordable thresholds, even if fees were reduced.
- A 2020 study within the City of Arvada found gaps in options for residents earning less than \$35,000 and for starter homes priced near or below \$300,000.
- Increasing diversity of housing stock includes “middle” options such as duplexes, townhomes, and numerous other options.

Therefore, the City of Arvada recommends the Colorado General Assembly take a holistic approach to affordable housing, focuses on multiple income groups, and recognizes the baseline challenges of supply and labor costs.

The City of Arvada **OPPOSES** restrictions on the use of State funds to pay for infrastructure, parks impact fees, or system development charges.

While the City of Arvada supports state initiatives to work to meet affordable housing goals, there are concerns that the State is restricting the use of funding to support local impacts, including impacts to infrastructure and parks.

- Development, including affordable projects, requires investment in roads, water systems, parks, and overall infrastructure.
- State funding support for development fees for affordable housing projects fosters benefits for specific projects and the overall community.

Homelessness

The City **SUPPORTS** the General Assembly's efforts to hold accountable the Colorado Department of Human Services and the CDPHE for quickly and effectively resolving individual instances of homelessness, for working to prevent homelessness, and to address public health issues created by homelessness, and for doing this on a region-wide basis.

A number of interrelated challenges impact those experiencing homelessness in and around Arvada. In the absence of effective action by state and county health and human services officials to address homelessness and its impacts on those experiencing homelessness as well as the general population, the City understands that it must continue to address these impacts to the extent practicable in light of the City's limited resources and the regional nature of the problem. City efforts may

include evaluating the need for a navigation center and exploring ways to prevent homelessness and reduce the impact of homelessness on neighborhoods

- Homeless populations do not reside merely within one municipal jurisdiction, but can move across city and county boundaries.
- Individuals facing homelessness are often in need of not one, but multiple services which may be offered at different levels of government (municipal, county, state).

Therefore, the City recommends the Colorado General Assembly take proactive steps to fund and support efforts to reduce and manage homelessness in Colorado communities.

INFRASTRUCTURE



Broadband

The City of Arvada **SUPPORTS** state funding in broadband infrastructure across the state.

Broadband is increasingly being accepted as a necessary utility in the 21st Century. The COVID-19 Pandemic has only highlighted the need for internet access for health, safety, and economic needs. The State has made some good strides, and there remains uncovered areas. For the City's part, it is dedicated to building out connectivity to all City facilities as well as the Fire District and School District, not Fiber to the Home (FTTH).

- Of the approximately 65 miles of fiber total for its own broadband goal, the City has built out just over 50 miles.
- There remains gaps for businesses and residents.

Therefore, the City recommends the Colorado General Assembly continue to use public resources to build out broadband across the state including the Denver metro area for supporting programs in addition to FTTH.

Federal Infrastructure Funding

The City of Arvada **SUPPORTS** the allocation of Federal infrastructure funding to local governments.

Local governments are in the best position to know how to leverage Federal infrastructure funding for their respective communities, to know what capital improvement projects will offer the most sustainable and effective use of these resources. The City will need funding both for the projects, and to help fund additional capacity for the City team to be effective.

- Indiana corridor improvement from W. 72nd to 92nd. This includes a UPRR railroad underpass
- Leyden Road/W.82nd between Hwy 93 and Alkire
- Complete W. 72nd Avenue from Simms Street to approximately Beech Street
- Oberon Road corridor improvement project
- Jefferson Parkway
- North Trunk Sewer Improvements
- Water Treatment Expansion and Replacement of the AWTP
- Additional Water Storage Capacity
- Water Distribution System Resilience
- Increase Annual Water Line Replacement Program from 1% to 2%
- Annual Bridge Program for maintenance and repair

Therefore, the City recommends the Colorado General Assembly allocate as much Federal infrastructure funding they can to local jurisdictions with expanded eligibility criteria to include capital projects in large communities that support resilience and reinvestment. The City also recommends to ensure that funding allows for increased capacity (staff, workspace) to take on additional capital projects and ensure the administrative costs to receiving funding are kept at a minimum.

Right-of-Way Control Access and Construction

The City of Arvada **OPPOSES** any and all legislation that impinges on local government authority to control access to and construction within public right-of-way.

Local governments are in the best position to manage public properties such as right-of-way, which have multiple users providing a number of different services

such as cable, broadband, and electric, water, stormwater utilities, and more. As an extension, local governments are in a position to determine a reasonable value and compensation for use of these public properties.

- Right-of-way restrictions for local governments would significantly increase the time it takes to design and engineer and eventually construct projects.
- Right-of-way restrictions for local governments impinge on a municipality's ability to maintain and protect roads, drainage, and other infrastructure which are already regularly damaged by service and utility providers.
- Some projects would likely never get built because of interest groups either opposing or seeking alternative options that are not feasible to build.
- Overall costs would increase.

Therefore, the City recommends the Colorado General Assembly maintain its current position on respecting local government's authority concerning right-of-way use.

Transit and Regional Multimodal Transportation

The City of Arvada **SUPPORTS** continued state funding for regional transportation.

Transportation is a concern that extends beyond boundaries, and the increase in population over the past ten years makes transportation hurdles increasingly difficult. The G Line is one example that has enormously benefited the City of Arvada, and more projects that focus on regional transportation can only assist residents' mobility.

- The Denver metro area's population continues to sharply rise, exacerbating the need for more diverse and effective transportation options that extend beyond a single jurisdiction.
- Ridership increased prior to COVID for Arvada residents using the G line to get to work in downtown Denver and to get to the airport. Ridership has continued to rise post-COVID; however, service plans are still reduced and ridership has not returned to pre-COVID levels .

Therefore, the City recommends the Colorado General Assembly continues to prioritize this topic, and work toward long term solutions.

Transportation Funding

The City of Arvada **SUPPORTS** increasing state and local funding options for

transportation improvements.

The City of Arvada, like other jurisdictions, continues to look for ways to catch up on much needed maintenance and improvements to our road and bridge infrastructure as well as looking into other transportation means such as public transportation, bicycle lanes, and more. These goals cannot be met by one source of income, and can only be solved through multiple solutions working together.

- The City's transportation infrastructure, particularly pavement and bridges, continues to age and needs consistent capital allocated for repairs, rehabilitation, and reconstruction.
- The City frequently relies upon State and Federal grants to complete moderately sized projects and is seeking expansion of these opportunities for cost sharing of the infrastructure that all our citizens utilize.
- The 9th lowest gas tax in the nation, should prompt a ballot box initiative to increase gas tax, and if passed, would augment the Local (City/County) Pass Through funding.

Therefore, the City recommends the Colorado General Assembly support increasing current transportation funding options, and continues to look toward new funding options.

Video Franchising

The City of Arvada **OPPOSES** interference and preemption of local authority in video franchising.

Telecommunication service providers who offer video service are required under the Telecommunications Act to obtain a franchise agreement from the local governments they serve. There are efforts to either restrict or eliminate local franchise authority due to current laws. Restricting or eliminating local franchising will allow companies to avoid complying with local law and regulations.

- It will decrease or remove payments for use of rights-of-way for private benefit.
- It will create a competitive advantage over the cable industry.
- It will create a situation where more economically profitable areas will be served while others will not.

Therefore, the City recommends the Colorado General Assembly do not act upon calls to subvert local authority in franchising, including video franchising.

ORGANIZATIONAL AND SERVICE EFFECTIVENESS



Accessibility of Digital Assets

The City of Arvada **SUPPORTS** thoughtful and practical efforts to make digital assets accessible.

The City of Arvada strongly supports accessibility efforts. However, with the passage of HB21-1110 and other related bills, Arvada, like other municipalities, must comply with extremely burdensome (and unfunded) mandates related to making the City's digital assets accessible. As an example, the City maintains over 1 million separate digital assets. HB21-1110 mandated that all of these assets be accessible by July 1, 2024 with a grace period allowed until July 1, 2025 provided the City meets certain requirements under HB24-1452. Due to the sheer number of digital

assets maintained by the City, compliance with this deadline is challenging and impracticable even with the rules promulgated by the Office of Information Technology (OIT). While OIT has provided some exceptions, non-compliance is subject to harsh penalties. Non-compliance may increase the possibility of litigation against the City, the costs of which may reduce the costs available for remediating non-compliant digital assets and detract from the City's overall digital accessibility goals.

Without sufficient time, funding, and resources, the City is disadvantaged in its ability to achieve full compliance in accessibility for its digital assets. The City supports the following legislative measures to make accessibility efforts more effective and efficient, and to enhance transparency around governmental operations:

- Clarify the rules established by Colorado's Office of Information Technology in 8 C.C.R. 1501-11;
- Allow for a phased implementation of accessibility efforts;
- Extend the July 1, 2025 accessibility compliance grace period deadline to a more realistic date in the future;
- Establish a clear and permanent exemption from the non-compliance penalties for municipalities that have established a digital accessibility transition plan and are making good faith efforts to comply with the plan and codify this exemption in the statute as opposed to the regulations;
- Provide State monetary assistance to municipalities to fund compliance efforts; and
- Align the State accessibility requirements with impending federal requirements becoming effective in 2026.

Governmental Immunity Act

The City of Arvada **OPPOSES** any legislation that erodes the Governmental Immunity Act.

The General Assembly enacted the Governmental Immunity Act in order to protect the taxpayers against excessive fiscal burdens as a result of unlimited liability on the part of public entities and their employees. However, the Governmental Immunity Act only provides immunity from certain limited tort claims. It does not make governments immune from contract claims, federal civil rights and constitutional claims, and a large majority of other actions taken by public entities.

- Unlimited liabilities will lead to an increase in frivolous lawsuits, which will significantly increase legal expenses when such cases cannot be dismissed due to governmental immunity.
- Additional costs would include City team member time, as key personnel may be called to testify for such frivolous claims.

Therefore, the City recommends the Colorado General Assembly continue to protect the Governmental Immunity Act, with the understanding that local governments are still liable in significant ways.

Medical Costs

The City of Arvada **SUPPORTS** legislation that provides protection from hospitals charging municipalities for medical care for residents they come in contact with.

Colorado hospitals have historically tried to pass on to municipalities the costs of medical care for persons “in custody” of the municipalities who cannot pay for their own medical care. These claims were based, in large part, on Colorado Revised Statute §16-3-401(2), which provides that “Persons arrested or in custody shall be treated humanely and provided with adequate food, shelter, and if required, medical treatment.”

- The Colorado Supreme Court ruled that C.R.S. §16-3-401(2) does not provide a private right of action allowing medical providers to sue municipalities for care provided to an in-custody individual.
- So long as the source of the duty to pay for medical costs remains unclear, hospitals may still try to pass on these costs to municipalities through enrichment claims.
- Creating clarity on these issues will also reduce the litigation costs incurred by municipalities and hospitals alike in determining who pays for such medical costs.
- Creating clarity on these issues will also assist in allowing law enforcement to make decisions concerning medical care and persons in custody without uncertainties.

Therefore, the City recommends the Colorado General Assembly pass legislation that maintains and protects municipalities from these hospital costs.

Municipal Liability

The City of Arvada **OPPOSES** any mandates that create unreasonable expectations in Municipal liability.

The City of Arvada, as with other local governments, is subjected to ADA requirements, already has processes regarding youth safety, and is subject to Federal and State laws regarding discrimination. All contracts hold a discrimination clause.

Municipal liability proposals will adversely affect the City in the following ways:

- Legislation that allows for sensitive and confidential employee information to be requested through CORA puts employees at risk of abuse through unfounded claims, and creates a loophole to access otherwise private information.
- Legislation that broadens municipal liability in harassment claims beyond “severe” and “pervasive” creates an unreasonable expectation for employers to be aware of even small incidents without being informed by the employees involved.
- It creates complicated legal situations with overlapping Federal and State laws that will likely be contradictory.

Therefore, the City recommends the Colorado General Assembly avoid municipal liability legislation that is superfluous and contradictory to Federal laws and protections.

Taxation and Fee Authority

The City of Arvada **SUPPORTS** maintaining the existing taxation and fee authority of home rule municipalities.

Sales Tax remains the primary source of revenue for Colorado municipalities, and is supplemented by other taxes and fees. This allows municipalities to fund core services, increase quality of life, and in the case of fees, assure costs aren’t unfairly burdened on taxpayers. Any changes to local government authority on taxation and fees poses a strong risk of compromising local governments’ ability to serve residents.

- Other changes eliminating or restricting revenue sources can result in losing funding for important services.

- Other changes eliminating or restricting taxation and fee authority creates loopholes for groups to avoid paying their due for local government services and infrastructure.

Therefore, the City recommends the Colorado General Assembly refrain from making changes to home rule municipalities' taxation and fee authority.

SAFE COMMUNITY



Inter-Jurisdictional Emergency Services

The City of Arvada **SUPPORTS** increasing opportunities to enhance the safety and security of our neighbors.

Colorado has faced, and will face again, emergencies that place extraordinary demands upon a local agency. Inter-jurisdictional emergency services are one way to involve multiple agencies to collaborate on matters that one jurisdiction alone cannot solve.

- Jurisdictions can share personnel, equipment, and resources.

Therefore, the City recommends the Colorado General Assembly promote and adopt legislation that brings resources and commitment to inter-jurisdictional emergency services.

Dilution of Criminal Laws and Offender Accountability

The City of Arvada **OPPOSES** legislation that limits law enforcement's ability to maintain community safety by enforcing existing laws, or which reduces or otherwise dilutes criminal penalties and consequences without objective data, statistics, and study.

The City of Arvada **OPPOSES** legislation that imposes increased liabilities, reporting requirements, mandates, or oversight related to local governments' administration of criminal justice processes, including local law enforcement and municipal courts.

Arvada trusts its law enforcement professionals to recommend strategies and direction based upon experience working with and soliciting feedback from the community, including polling and community surveys. Legislation which encourages and facilitates ongoing community conversations and which engenders trust with law enforcement will help create viable and palatable solutions to problems facing our community.

Legislation that has reduced crime classifications and bonding requirements to provide a perception of equal justice has led to increased crime and has reduced criminal offenders' fear of consequences. The City of Arvada prides itself on understanding our community's expectations related to public safety. Legislation that lacks understanding of negative impacts to the safety of community members is dangerous and ill advised.

Victim Rights and Criminal Justice Processes

The City of Arvada **SUPPORTS** working with victim advocacy groups, victims, and victims' families to understand and mitigate the impacts of legislative changes and consequences to victims of crime.

Such collaboration should include insights from other states and jurisdictions that have considered or enacted legislation and which understand the benefits and consequences of specific legislative changes.

The City encourages legislators to better understand and consider victimization and criminal justice reforms based on community expectations in order to avoid negative impacts to community safety. For example, prior legislation decreased penalties for narcotics and auto theft, only to later be changed due to unintended consequences to community safety. Victim rights and community safety should be a primary legislative consideration.

Municipal Courts

The City of Arvada **Opposes** legislation that limits the Municipal Court's ability to maintain community safety by holding adult and juvenile offenders accountable while providing resources and services to offenders.

The City of Arvada **Opposes** legislation that places unfunded mandates on Municipal Courts that create unnecessary reporting requirements, mandates, or oversight related to the administration of the criminal justice processes

Municipal Courts serve a crucial function to ensure good governance and public safety in local jurisdictions. The Arvada Municipal Court addresses community issues at a local level and provides the appropriate level of intervention to assist those who violate municipal ordinances get to a better place in life while ensuring community safety for all community members. The Court is committed to ensuring that the constitutional and procedural rights of all defendants are upheld while at the same time ensuring accountability and rehabilitation for offenders. Over-regulation stretches Municipal Court resources, and undermines home-rule authority.

Therefore, the City recommends the Colorado General Assembly take action to address these issues, and work to empower Municipal Courts in their work.

Policing

The City of Arvada **SUPPORTS** legislators working directly with law enforcement agencies to collaborate on any future efforts to address new demands on law enforcement agencies.

The City of Arvada **SUPPORTS** legislation to promptly implement Proposition 130 to fund law enforcement recruitment and retention efforts, and provide additional benefits to families of officers killed in the line of duty.

The City of Arvada **OPPOSES** legislation that includes unfunded mandates, that limits tools and techniques that help law enforcement, and/or that reinforces political narratives that diminish the sacrifice and contributions of law enforcement to our community.

SB 20-217 and HB 21-1250 enacted additional requirements and limitations on Colorado law enforcement without significant research and consultation with law enforcement stakeholders to ensure positive impacts on community safety and law

enforcement agencies. Legislators should engage law enforcement stakeholders early in the legislative process to ensure that any future legislation does not suffer from similar gaps, and avoid adverse effects on community safety.

- The City of Arvada has and will continue to strive to be a model in law enforcement including being one of the few departments that require a bachelor's degree, as well as having multiple community stations open to the public.
- Body-Worn Camera mandates have forced the City of Arvada to budget over \$14 million over the next ten years in order to purchase equipment, data storage, and fund seven new positions across several departments (Police, Court, Legal, IT). This takes away resources toward community-oriented policing efforts, offering competitive salaries, and preventing and solving crime in our community.
- As of November 2024, the Arvada Police Department is down 27 sworn officer positions, many of those resulting from officers leaving the law enforcement profession. Legislation implementing Proposition 130 will assist Arvada and other Colorado communities' efforts to fill such critical vacancies.
- Crime trends in Arvada in 2024 show a mixed picture. Crimes against persons increased 20% compared to the average of the previous three years, largely driven by a significant rise in assaults. Crimes against society increased 12%, primarily due to a rise in drug violations. In contrast, property crimes decreased 12%, reflecting a decline in theft. Overall, crime was 7% lower than the average of the previous three years, primarily due to the reduction in property crimes.
- Legislation that imposes overly specific requirements for deescalation of critical incidents are often not practical or safe for officers in real life situations.
- Limiting or banning police from schools eliminates the freedom of educational institutions and police departments that have strong relations, such as in Arvada, to determine how to best protect students. Limiting police who may be assigned to our schools decreases safety and increases response time for emergencies such as active shooter incidents.
- Failure to communicate proposed changes in law enforcement-related legislation to law enforcement stakeholders ahead of time erodes trust in police departments' ability to provide effective police services in compliance with legislative mandates, and deprives legislators of the context and nuance needed to avoid unintended consequences.

Therefore the City recommends the Colorado General Assembly develop strong partnerships with local police leaders, collaborate on solutions, implement the provisions of Proposition 130, and publicly recognize the importance of law enforcement in Colorado.

Seizures

The City of Arvada **OPPOSES** legislation that erodes law enforcement's ability to engage in seizure activity when appropriate.

The City supports the judicious use of asset forfeiture programs. The City acknowledges that certain criminals, such as drug traffickers, are motivated in large part by the profits realized by engaging in criminal activity.

- Asset forfeiture programs are an effective means of undermining the infrastructure of criminal organizations.
- Asset forfeiture programs remove the tools, equipment, vehicles, and cash used by those engaged in criminal activities.
- Forfeiture funds can be used in victim compensation programs.

Therefore, the City recommends the Colorado General Assembly legislative strike down any attempts to set minimums on asset forfeiture programs, set limits on what may be seized beyond those already contained in applicable laws, and other legislative efforts to interfere with law enforcement's ability to utilize asset forfeiture programs when appropriate.

VIBRANT COMMUNITY AND NEIGHBORHOODS



Colorado Creative Industries

The City of Arvada **SUPPORTS** continued funding for the Colorado Creative Industries.

The City of Arvada will continue to support increased funding for the arts including for the Colorado Creative Industries, a division of the Office of Economic Development & International Trade. The City recognizes the importance of arts and culture to the community and supports increased cultural arts programming funding levels from the state for organizations and individual artists, recognition programs, artist fellowships, partnerships and enhanced statewide arts information services

- The Arvada Center is an important institution for the community that collaborates with CCI.

- Arvada is committed to making public art within walking distance for all residents, and is an ongoing effort.

Therefore, the City of Arvada recommends the Colorado General Assembly continue to prioritize Colorado Creative Industries and other efforts to bring more art to the state.

Rocky Flats Wildlife Refuge

The City of Arvada **SUPPORTS** continued resources and funding for the Rocky Flats Wildlife Refuge.

Located in western Arvada, Rocky Flats Wildlife Refuge is a success story of an area that used to surround a former nuclear weapons manufacturer into a place of sustainability. Rocky Flats continued success relies on state support and funding.

- Cleanup and testing has ensured the Rocky Flats Wildlife Refuge is suitable for open access.
- The land also holds the Rocky Flats Cold War Museum, Inc. nonprofit cooperation. The museum educates the public about Rocky Flats, the Cold War, and their legacies through the preservation of key artifacts and development of educational programs.

Therefore, the City recommends the Colorado General Assembly continue to support the multiple uses of Rocky Flats with continual improvements.

Climate Action and Resilience

The City of Arvada **SUPPORTS** the State taking a leading role in creating a supportive regulatory environment for climate action and resilience.

Climate action and resilience continue to be important issues locally and globally. In an effort to reduce greenhouse gas emissions, the City of Arvada has taken numerous steps to do its part including wrapping up a multi-year effort to make all City buildings more energy efficient, starting municipal waste hauling to promote and increase recycling, and participating in Xcel Energy's "Partners in Energy" program. However, the challenges go beyond what one community can do, and the state has an important role to play.

- The State can create a favorable regulatory environment for the installation and use of renewable energy and the related energy production for

residential, commercial, and local government users.

- The State can also develop a favorable regulatory environment for increased investment in energy conservation and the minimization of consumer electric bills.
- Colorado legislation and regulations can provide incentives for green building and sustainable design without imposing unfunded mandates.
- The State can support statewide and regional cooperation in drought response planning including water storage, as well as increasing conservation efforts.

Therefore, the City recommends the Colorado General Assembly take an active role in ensuring Colorado takes the steps it needs to for a more resilient future.

COMMUNITY PROFILE

Arvada, Colorado, combines a rich history with modern suburban living, offering residents a balance of scenic beauty, community-focused living, and close proximity to Denver amenities. Its parks, trails, and vibrant downtown make it an attractive place to live and work in the Denver metro area.

The City of Arvada boasts 4,200-acres of parks, trails and open spaces. The parks system includes more than 100 park sites and over 150 miles of trails that are suitable for pedestrians, cyclists and equestrians. These trails connect various parts of the city, enhancing mobility and access to nature.

Walking in Olde Town, listed on the National Register of Historic Places, provides a glimpse into Arvada's past. The restored buildings that once housed the blacksmith, feed mill, grocery, general store, school house, bank, funeral parlor, and pool hall can still be appreciated. Arvada retains its historical flavor while balancing residential growth with commercial, industrial, and professional office developments to provide jobs and services for residents. The G-Line commuter rail has three stops in Arvada and the City has invested in a 600 space Transit Hub parking facility to support the vibrancy of Olde Town.

ARVADA AT A GLANCE	
Year Incorporated	1904
Square Miles	39.61
Population Estimate	123,066
Households	50,211
Median Household Income	\$106,014
Employment Rate (16 years or older)	68.2%
Total Housing Units	51,716
Median Single-Family Home Value	\$553,000
Median Rent	\$1,706

Sources: Arvada GIS; 2022 Estimate per Department of Labor Affairs, State Demography Office; 2021 American Community Survey- 5 year projection, Census Bureau; 2021 American Community Survey Inflation Adjusted Dollars, Census Bureau; 2021 American Community Survey, Census Bureau



CITY OF ARVADA COUNCIL MEMBERS

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Vision

We Dream Big and Deliver.

Mission

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

Values

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

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

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



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
9.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: R24-129, A Resolution Amending and Restating in its Entirety the Police Money Purchase Retirement Plan Now Known as the City of Arvada Police Retirement Plan

Report in Brief

PRESENTER: Bryan Archer.

The Police Money Purchase Retirement Plan Board (the "PMPP Board") along with its outside fiduciary, review the Police Money Purchase Retirement Plan (the "Plan") on a regular basis. The purpose of the review is to make updates to the Plan to keep it current and to comply with changes to federal and state laws. Once the Plan is edited, the PMPP submits the changes to the members who take a vote. Assuming approval, the changes are then presented to the City Council for final consideration.

A recent review by the PMPP Board and its outside fiduciary generated a number of changes needed to comply with the Secure 2.0 Act (the "Act"). The changes were submitted to the Plan members for approval and unanimously approved. City staff now presents the changes to the City Council for consideration and approval.

The Arvada team recommends that the City Council approve R24-129, A Resolution Amending and Restating in its Entirety the Police Money Purchase Retirement Plan Now Known as the City of Arvada Police Retirement Plan.

Financial Impact

There is no financial impact on making this change.

Background

The Plan was first implemented in January of 1986. The Plan was amended in 1991, amended and restated in 1994, amended in 1999, amended and restated in 2004, amended in 2018, and amended and restated on May 2, 2022. The recent Act allowed for changes to be made to the Plan, which prompted the PMPP Board to review and amend the Plan.

The attached Exhibit A is the First Amendment to the City of Arvada Police Money Purchase Retirement Plan Amended and Restated Effective January 1, 2021 (the "First Amendment"). The attached Exhibit B is the member voting results unanimously approving the First Amendment.

Discussion

This resolution proposes amending the Plan to account for changes under the Act through the First Amendment. The Act authorizes participants in certain government retirement plans to use their retirement funds for certain purposes, such as for assistance with disaster relief and payments for long-term care premiums. The Act also allows plans to, in the event of a participant's death, treat the participant's surviving spouse as the participant when calculating the amount of distribution the surviving spouse is to receive under the plan. The Act also allows plans to use commercial annuities and clarifies the minimum distribution age. The First Amendment modifies the Plan to reflect these changes necessary under the Act. The First Amendment is then incorporated into the Plan through a restatement of the Plan.

The PMPP Board and Plan members unanimously approved the Plan as evidenced through the certified voting results in

Exhibit B. As all of the changes to the PMPP are regulatory changes, these changes do not create an additional financial commitment or obligation for the City.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended changes pertain to the Plan. Retirement plans generally are a part of the benefits packages for the City of Arvada employees, including employees within the Arvada Police Department. Retirement plans support the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan. Additionally, the recommended changes supports Principal SC3 within the Safe Community Priority Area of the City Council Strategic Plan:

Ensures the Police Department has adequate communication, information, financial management support, staffing levels, and leadership services to achieve strategic and operations results, including maintaining a well-informed community.

Alternative Courses of Action

N/A

Recommendation for Action

Staff recommends that the City Council approve R24-129, A Resolution Amending and Restating in its Entirety the Police Money Purchase Retirement Plan Now Known as the City of Arvada Police Retirement Plan.

Suggested Motion:

I move that R24-129, A Resolution Amending and Restating in its Entirety the Police Money Purchase Retirement Plan Now Known as the City of Arvada Police Retirement Plan, be (approved) (rejected).

Prepared by:
Laura Hemler, Assistant City Attorney

Reviewed by:

Approved by:

Bryan Archer, Director of Finance	11/26/2024
Tammy Hedlund, Legal Specialist	11/26/2024
Laura Hemler, Assistant City Attorney	11/26/2024
Rachel Morris, City Attorney	11/27/2024
Linda Haley, Acting City Manager	11/27/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-129

A RESOLUTION AMENDING AND RESTATING IN ITS ENTIRETY THE POLICE
MONEY PURCHASE RETIREMENT PLAN NOW KNOWN AS THE CITY OF ARVADA
POLICE RETIREMENT PLAN

WHEREAS, the Arvada City Council enacted the Arvada Police Money Purchase Retirement Plan (the “Plan”) on January 1, 1986; and

WHEREAS, the City Council amended the Plan on the following dates: September 16, 1991; July 1, 1994; November 15, 1999; July 16, 2018; and May 2, 2022; and

WHEREAS, the Plan is maintained as a qualified governmental retirement plan under the applicable rules and regulations of the Internal Revenue Code; and

WHEREAS, the City desires to amend the Plan to incorporate provisions of the Setting Every Community Up for Retirement Enhancement 2.0 Act of 2022 (“SECURE 2.0”), relating to required minimum distributions, cash-out distributions, and optional withdrawal events.

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

Section 1. The Plan is hereby amended according to the First Amendment to the City of Arvada Police Money Purchase Retirement Plan Amended and Restated Effective January 1, 2021 (the “First Amendment”). The First Amendment is in the substantially same form as that attached hereto as Exhibit A.

Section 2. The First Amendment is hereby authorized and approved and shall be effective from January 1, 2024.

Section 3. The Arvada City Council expressly finds compliance with the provisions of C.R.S. §31-30.5-801, in that at least 65% of the total votes cast by active police officers and former employees having vested pension rights have approved the Plan, as amended by this First Amendment, and the Plan as amended does not adversely affect the pension benefits of retired members. The results of the vote are attached hereto as Exhibit B.

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

APPROVED AND ADOPTED this 16th day of December, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Exhibit A

R24-____

A Resolution Amending and Restating in its Entirety the Police
Money Purchase Retirement Plan now Known as the City
of Arvada Police Retirement Plan

**FIRST AMENDMENT
to the
CITY OF ARVADA
POLICE MONEY PURCHASE RETIREMENT PLAN
AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2021**

WHEREAS, the City Council of the City of Arvada (the "City") amended and restated the City of Arvada Police Money Purchase Retirement Plan (the "Plan") for the benefit of Sworn Police Officers effective January 1, 2021, including approval and adoption of a plan document for the Plan; and

WHEREAS, the Plan is maintained as a qualified governmental retirement plan under the applicable rules and regulations of the Internal Revenue Code; and

WHEREAS, the City desires to amend the Plan to incorporate provisions of the Setting Every Community Up for Retirement Enhancement 2.0 Act of 2022 ("SECURE 2.0"), relating to required minimum distributions, cash-out distributions, and optional withdrawal events.

NOW THEREFORE, in consideration of the premises, the Plan is hereby amended effective January 1, 2024, or as otherwise specifically set forth herein, by the adoption of the following provisions:

1. ARTICLE VII. DISTRIBUTIONS - TERMINATION OF EMPLOYMENT, NORMAL RETIREMENT DATE, DISABILITY OR DEATH, Section 7.2.a., Lump Sum Distribution, shall be amended to read as follows:

- a. Lump Sum Distribution. The Member's interest may be paid to the Member or Beneficiary, as applicable, by the distribution of the total vested balance of his Accounts in one lump sum. The Member or Beneficiary shall elect to have the distribution made in a lump sum by filing a written election with the Plan Administrator within such time as the Plan Administrator shall prescribe. Earnings or losses attributable to the Member's Accounts upon distribution shall be so allocated prior to distribution.

2. ARTICLE VII. DISTRIBUTIONS - TERMINATION OF EMPLOYMENT, NORMAL RETIREMENT DATE, DISABILITY OR DEATH, Section 7.3, Required Distribution of Benefits, shall be amended, effective January 1, 2020 and as otherwise provided herein, to read as follows:

7.3 Required Distribution of Benefits.

- a. General Rules.
 - 1. Effective Date. The provisions of this Section 7.3 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
 - 2. Precedence. The requirements of this Section 7.3 will take precedence over any inconsistent provisions of the plan.

3. Requirements of Treasury Regulations Incorporated. All distributions required under this Section 7.3 will be determined and made in accordance with the Treasury Regulations under Code Section 401(a)(9).
- b. Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed, no later than as follows:
1. If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 72 (if the Member was born after June 30, 1949, and before January 1, 1951), age 73 (if the Member was born after December 31, 1950), or age 75 (if the Member was born after December 31, 1958), as the case may be, if later.
 2. If the Member's surviving spouse is not the Member's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.
 3. If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
 4. If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this Section 7.3 b., other than Section 7.3 b.1, will apply as if the surviving spouse were the Member.
 5. For purposes of this Section 7.3 b. and Section 7.3 d., unless Section 7.3 b.4. applies, distributions are considered to begin on the Member's Required Beginning Date. If Section 7.3 b.4. applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.3 b.1. If distributions under an annuity purchased from an insurance company irrevocably commence to the Member before the Member's Required Beginning Date, or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.3 b.4., the date distributions are considered to begin is the date distributions actually commence.
- c. Required Minimum Distributions During Member's Lifetime.

1. Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Member's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
 - (i) the quotient obtained by dividing the Member's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Member's age as of the Member's birthday in the distribution calendar year; or
 - (ii) if the Member's sole designated beneficiary for the distribution calendar year is the Member's spouse, the quotient obtained by dividing the Member's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Member's and spouse's attained ages as of the Member's and spouse's birthdays in the distribution calendar year.
 - (iii) Required minimum distributions will be determined under this Section 7.3 c. beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Member's date of death.
- d. Required Minimum Distributions After Member's Death.
 1. Death On or After Date Distributions Begin.
 - (i) Member Survived by Eligible Designated Beneficiary. Effective January 1, 2022, if the Member dies on or after the date distributions begin and there is an Eligible Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Member's death is the quotient obtained by dividing the Member's account balance by the longer of the remaining life expectancy of the Member or the remaining life expectancy of the Member's Eligible Designated Beneficiary, determined as follows:
 - (ii)
 - (A) The Member's remaining life expectancy is calculated using the age of the Member in the year of death, reduced by one for each subsequent year.
 - (B) If the Member's surviving spouse is the Member's sole Eligible Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Member's death using the surviving spouse's age as of the spouse's birthday in that year. For

distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year. Effective January 1, 2024, however, the surviving Spouse may elect to be treated as the Member for purposes of calculating the minimum amount that will be distributed each year.

- (C) If the Member's surviving spouse is not the Member's sole Eligible Designated Beneficiary—i.e. if there are no other Eligible Designated Beneficiaries or non-Eligible Designated Beneficiaries—the designated beneficiary's remaining life expectancy is calculated using the age of the Eligible Designated Beneficiary in the year following the year of the Member's death, reduced by one for each subsequent year. If an Eligible Designated Beneficiary dies before receiving distribution of his or her entire interest in the Member's account, the Plan will distribute that interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Member died before the January 1, 2022, the limitations of this paragraph (C) shall apply to distributions to the beneficiary of the Member's Designated Beneficiary.
- (iii) Member Survived by Non-Eligible Designated Beneficiary. If a designated beneficiary of a Member who died on or after January 1, 2022 is not an Eligible Designated Beneficiary, then the Plan will distribute such beneficiary's interest in the Member's account in full no later than December 31 of the 10th year following the year of the Member's death. When a child of a deceased Member is an Eligible Designated Beneficiary, and later reaches the age of majority, the Plan will distribute the child's account in full no later than 10 years after that date.
- (iv) No Designated Beneficiary. If the Member dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Member's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Member's death is the quotient obtained by dividing the Member's account balance by the Member's remaining life expectancy calculated using the age of the Member in

the year of death, reduced by one for each subsequent year.

2. Death Before Date Distributions Begin.

- (i) Member Survived by Eligible Designated Beneficiary. Effective January 1, 2022, if the Member dies before the date distributions begin and there is an Eligible Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Member's death is the quotient obtained by dividing the Member's account balance by the remaining life expectancy of the Member's designated beneficiary, determined as provided in Section 7.3 d.1.
- (ii) No Eligible Designated Beneficiary. If a designated beneficiary of a Member who died on or after January 1, 2022 is not an Eligible Designated Beneficiary, then the Plan will distribute such beneficiary's interest in the Member's account in full no later than December 31 of the 10th year following the year of the Member's death. When a child of a deceased Member is an Eligible Designated Beneficiary, and later reaches the age of majority, the Plan will distribute the child's account in full no later than 10 years after that date.
- (iii) No Designated Beneficiary. If the Member dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
- (iv) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Member dies before the date distributions begin, the Member's surviving spouse is the Member's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.3 b.1., this Section 7.3 d.2. will apply as if the surviving spouse were the Member.

e. Definitions. The following definitions apply to this Section 7.3.

- 1. Designated Beneficiary. The individual who is designated as the Beneficiary by a Member, or by the Plan, who is a "designated beneficiary" under Code Section 401(a)(9) and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

2. **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's Required Beginning Date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 7.3 b.. The required minimum distribution for the Member's first distribution calendar year will be made on or before the Member's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Member's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.
3. **Eligible Designated Beneficiary.** An individual is an "Eligible Designated Beneficiary" of a Member if the individual qualifies as a designated beneficiary under Code Section 401(a)(9)(E) and is (1) the Member's spouse, (2) the Member's child who has not reached the age of majority (as defined for purposes of Code Section 401(a)(9)(F)), (3) an individual not more than 10 years younger than the Member, (4) a disabled individual, as defined in Code Section 72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code Section 7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code Section 401(a)(9)(H)(iv) and (v).
4. **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.
5. **Member's Account Balance.** The balance of the Member's Account as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
6. **Required Beginning Date.** The latest date for commencement of distributions for a Member, as determined under Section 7.4 of the Plan.

- f. Special Rule for 2009 RMDs. Notwithstanding the provisions of this Section 7.3, a Member or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Member, the joint lives (or joint life expectancy) of the Member and the Member's Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Member or Beneficiary chooses not to receive such distributions. Members and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. In addition, notwithstanding the provisions of Section 7.2, and solely for purposes of applying the direct rollover provisions of the Plan, 2009 RMDs and Extended 2009 RMDs will be treated as eligible rollover distributions.
- g. Special Rule for 2020 Required Minimum Distributions. Notwithstanding the provisions of this Section 6.03, a Member or Beneficiary who would have been required to receive a Required Minimum Distribution for 2020 but for the enactment of the CARES Act, will not receive those distributions for 2020 unless the Member or Beneficiary elects to receive such distribution. In addition, notwithstanding anything to the contrary in the Plan, and solely for purposes of applying the direct rollover provisions of the Plan, elected 2020 Required Minimum Distributions will be treated as Eligible Rollover Distributions.
- h. Commercial Annuities. The Plan Administrator may adopt and implement nondiscriminatory policies relating to the purchase and use of commercial annuities in connection with Required Minimum Distributions. Such policies shall comply with Code Section 401(a)(9), and with applicable IRS guidance.

3. ARTICLE VII. DISTRIBUTIONS - TERMINATION OF EMPLOYMENT, NORMAL RETIREMENT DATE, DISABILITY OR DEATH, Section 7.4, Timing of Payment, shall be amended to read as follows:

7.4 Timing of Payment.

- 1. Termination of Employment: In the event of a Member's termination of employment, his entire distributable benefit shall be paid or commenced to be paid as of any date elected by the Member following his termination of employment, subject to administrative procedures of the Employer.
- 2. Retirement, Death or Disability: In the event of a Member's Retirement, death or Disability, as the case may be, his or her entire distributable benefit shall be paid or commenced to be paid as of the date elected by the

Member (or, if applicable, the Beneficiary), subject to administrative procedures of the Employer.

3. Notwithstanding the foregoing paragraphs 1. and 2., if a Member has not made an election to receive his or her distributable benefit as of the later of his or her termination of employment, retirement, death, disability or April 1st following the calendar year in which he or she attains age 72 (if the Member was born after June 30, 1949, and before January 1, 1951), age 73 (if the Member was born after December 31, 1950), or age 75 (if the Member was born after December 31, 1958), as the case may be, the Plan will commence making Required Minimum Distributions to the Member as set forth in Section 7.3.

Payment will be made as soon as practicable after all necessary forms have been received by the Plan Administrator.

4. ARTICLE VII. DISTRIBUTIONS - TERMINATION OF EMPLOYMENT, NORMAL RETIREMENT DATE, DISABILITY OR DEATH, Section 7.5, Timing of Election, shall be deleted in its entirety, with subsequent sections renumbered accordingly.

5. ARTICLE IX WITHDRAWALS shall be amended by the addition of new Section 9.3, Disaster Relief Withdrawals, effective as of January 1, 2024, to read as follows:

9.3 Disaster Relief Withdrawals. The effective date for a Member's withdrawal rights with regard to any Major Disaster is the date the disaster was declared, or such later date specified in the Plan's disaster relief policy.

1. Policy. The Plan Administrator may adopt a uniform, nondiscriminatory disaster relief policy to authorize Qualified Individuals to receive the disaster relief withdrawals described in this Section 9.3 as authorized in the policy. The disaster relief policy may (1) specify the Qualified Disasters for which relief applies, (2) require that any such withdrawal be from an account in which the Member is fully vested, (3) otherwise limit the accounts from which relief is available, (4) limit the amount available with respect to a Qualified Disaster Recovery Withdrawal to an amount less than the Maximum Amount, (5) impose (within the limitations described in this Article) different conditions or different relief for different Qualified Disasters, or (6) impose other reasonable nondiscriminatory limitations.
2. Qualified Disaster Recovery Withdrawals. A Qualified Individual may take from the Plan, one or more Qualified Recovery Disaster Withdrawals as authorized in the Plan's disaster relief policy. The total amount of Qualified Disaster Recovery Withdrawals to a Qualified Individual from all plans maintained by the Employer will not exceed the Maximum Amount per Qualified Disaster. The Qualified Disaster Recovery Withdrawals from the Plan to a Qualified Individual will not exceed the amount of the individual's vested Accounts.

3. Repayment of Qualified Disaster Recovery Withdrawal. In accordance with the Plan's disaster relief policy, an individual who receives a Qualified Disaster Recovery Withdrawal (from this Plan or another eligible retirement plan as defined in Code Section 402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the withdrawal, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such withdrawal.
4. Definitions. The following definitions apply for this Section:
 - (a) The "Maximum Amount" with regard to any Qualified Disaster is \$22,000, or a lesser amount specified in the Plan's disaster relief policy.
 - (b) A "Major Disaster" is a disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act after December 27, 2020.
 - (c) With respect to a Major Disaster, the "Disaster Area" is the area with respect to which the Major Disaster was declared.
 - (d) With respect to a Major Disaster, the "Incident Period" is the period specified by the Federal Emergency Management Agency as the period during which the Major Disaster occurred.
 - (e) With respect to a Major Disaster, the "Applicable Date" is the latest of (1) December 29, 2022, (2) the first day of the Incident Period for the disaster, or (3) the date the disaster was declared by the President.
 - (f) With respect to a Major Disaster, the "Hardship Withdrawal Period" is the period beginning 180 days before the first day of the Incident Period of the disaster and ending on the date which is 30 days after the last day of such Incident Period.
 - (g) With respect to a Major Disaster, the "Applicable Period" is the period beginning on the first day of the Incident Period of the disaster and ending on the date which is 179 days after the last day of such Incident Period.
 - (h) A "Qualified Disaster Recovery Withdrawal" is a withdrawal to a Qualified Individual with respect to a Qualified Disaster during the Applicable Period.
 - (i) With respect to a Major Disaster, a "Qualified Individual" is an individual whose principal place of abode during the Incident Period of the Major Disaster was located in the Disaster Area, and who sustained an economic loss by reason of the Major Disaster. Members, alternate payees and beneficiaries of deceased Members can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified

Individual unless the Plan Administrator has actual knowledge to the contrary.

6. ARTICLE IX WITHDRAWALS shall be amended by the addition of new Section 9.4, Withdrawals for Long-Term Care Insurance Premiums, to read as follows:

9.4 Withdrawals for Long-Term Care Premiums. Effective January 1, 2026, a Member may, each year, direct the withdrawal of up to the lesser of (i) \$2,500 (indexed) or (ii) 10% of the present value of the Member's vested Accounts under the Plan, to the Member to pay premiums for qualifying long-term care insurance contracts for the Member or the Member's spouse (or other family member as provided by regulation). Such withdrawals are not subject to the 10% early withdrawal penalty tax and are not eligible for rollover. Withdrawals under this paragraph (j) will be subject to any administrative procedures implemented by the Plan Administrator, including certain reporting requirements.

7. All other terms and provisions of the Plan shall remain unchanged and in full force and effect.

APPROVED by the City of Arvada on _____, 2024.

CITY OF ARVADA

APPROVED AS TO FORM:

Lauren Simpson, Mayor

Laura Hemler, City Attorney

Date

Date

ATTEST:

City Clerk

APPROVED by the Board of Trustees on _____, 2024.

BOARD OF TRUSTEES of the Police Money Purchase Retirement Plan

By:_____
Chairman

ATTEST:

Secretary

Exhibit B

R24-____

Resolution Amending and Restating in its Entirety the Police
Money Purchase Retirement Plan now Known as the City
of Arvada Police Retirement Plan



OFFICE OF THE CITY CLERK
FACSIMILE: 720-898-7515 ▲ TDD: 720-898-7869
PHONE: 720-898-7550

CERTIFICATE OF DETERMINATION OF ELECTION
CITY OF ARVADA, COLORADO
CITY OF ARVADA POLICE DEPARTMENT
FIRST AMENDMENT TO THE CITY OF ARVADA
POLICE RETIREMENT PLAN
NOVEMBER 22, 2024

VOTES

YES	79
NO	0

STATE OF COLORADO)
) ss:
COUNTIES OF ADAMS AND JEFFERSON)

I, Kristen R. Rush, City Clerk for the City of Arvada, in the State of Colorado, Counties of Jefferson and Adams, do hereby certify that the above is a true and correct Abstract of Votes cast for the City of Arvada Police Department – First Amendment to the City of Arvada Police Retirement Plan Election ending on November 22, 2024, as shown by the abstracts for said Election.

I therefore determine from said Abstract of Votes that the Question Passed.

Witness my hand and the Official Seal of the City of Arvada, Colorado, this 22nd day of November, 2024.

SEAL




Kristen R. Rush, City Clerk

Election Results

Results *for First Amendment to the City of Arvada Police Retirement Plan*

Turnout: 79 out of 165 voters (47.88%) have cast their ballot.

Candidates for **I have read and I understand the attached Summary of Amendment. Check only one of the following boxes:**

I vote to approve the First Amendment to the City of Arvada Police Retirement Plan, as described in the Summary of Amendment.

79
votes

I vote NOT to approve the First Amendment to the City of Arvada Police Retirement Plan, as described in the Summary of Amendment.

0
votes



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
9.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: R24-130, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee

Report in Brief

Presenter: Carrie Espinosa

This agenda item includes consideration of a resolution that details the revisions and adoption of the bylaws for the Arvada Housing Advisory Committee. Per Section 4, Resolution No. R22-095, the Arvada City Council must approve all changes to the bylaws governing the Housing Advisory Committee.

The City team recommends approval of R24-130, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee.

Financial Impact

There is no fiscal impact associated with this agenda item.

Background

On May 4, 2022, the Arvada City Council held a study session in which it determined that a Housing Advisory Committee should be created to further the City's goal of increasing affordable housing. The purpose of the Housing Advisory Committee is as follows:

- a) Provide recommendations to support the City Council in setting the vision and policies to support affordable housing in Arvada;
- b) To render advice and recommendations to the Arvada City Council using research-based recommendations and community feedback regarding the planning and implementation of City programs and services to preserve and increase the supply of affordable housing in the City of Arvada, to the extent such programs and services are supported by the City of Arvada City Council Strategic Plan; and
- c) To facilitate community education and engagement of housing initiatives, programs, strategies, developments and potential partnerships to support Arvada's strategic plan goal of improving access to quality housing that is attainable to a broad range of income levels and meeting its diverse housing needs.

On November 7, 2022, the Arvada City Council approved R22-095, A Resolution Establishing a Housing Advisory Committee. This resolution included the adoption of the bylaws that govern the Housing Advisory Committee. The City team is recommending revisions to the bylaws to allow for efficient planning and scheduling of meetings.

Discussion

The recommended action facilitates the adoption of revised bylaws for the Arvada Housing Advisory Committee.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

This agenda item aligns with the following Arvada City Council Strategic Results:

- Housing: Improve access to diverse, safe, and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-130, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee

Suggested Motion:

I move that R24-130, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee, be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	11/25/2024
Jessica Garner, Director of Community and Economic Development	11/25/2024
Tammy Hedlund, Legal Specialist	11/26/2024
Emily Grogg, Senior Assistant City Attorney	11/26/2024
Rachel Morris, City Attorney	11/27/2024
Linda Haley, Acting City Manager	11/27/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-130

A RESOLUTION REVISING AND ADOPTING BYLAWS FOR THE ARVADA
HOUSING ADVISORY COMMITTEE

WHEREAS, on November 7, 2022 (Resolution No. R22-095), Arvada created the Housing Advisory Committee for the purpose of advising City Council on setting the vision and policies to support affordable housing in Arvada; and

WHEREAS, the Housing Advisory Committee has identified a number of minor revisions to improve the practical operation of the Committee including the ability to set meeting dates each year, allowing for a Councilmember alternate, and establishing a standard quorum as a majority; and

WHEREAS, per Section 4, Resolution No. R22-095, City Council must approve all changes to the bylaws and rules of procedure governing the Housing Advisory Committee.

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

Section 1. Pursuant to Section 4, Resolution No. R22-095, the Arvada City Council hereby adopts the attached revised bylaws governing the operation of the Arvada Housing Advisory Committee.

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

APPROVED AND ADOPTED this 16th day of December, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**BYLAWS AND RULES OF PROCEDURE OF THE
HOUSING ADVISORY COMMITTEE OF THE CITY OF ARVADA, COLORADO**

ARTICLE I - NAME AND PURPOSE

Section 1. These bylaws and rules of procedure have been adopted by the Housing Advisory Committee and approved by the City Council.

Section 2. This committee shall be known as the Housing Advisory Committee of the City of Arvada (the "Committee") as established by resolution (Resolution No. R22-095) of the Arvada City Council ("City Council").

Section 3. The purpose of the Committee as established by the City Council shall be as follows:

- a) Provide recommendations to support the City Council in setting the vision and policies to support affordable housing in Arvada.
- b) To render advice and recommendations to the Arvada City Council using research-based recommendations and community feedback regarding the planning and implementation of City programs and services to preserve and increase the supply of affordable housing in the City of Arvada, to the extent such programs and services are supported by City of Arvada City Council Strategic Plan.
- c) To facilitate community education and engagement of housing initiatives, programs, strategies, developments, and potential partnerships to support Arvada's strategic plan goal of improving access to quality housing that is attainable to a broad range of income levels and meeting its diverse housing needs.

Section 4. The Committee shall perform its duties until the Committee is terminated by City Council.

ARTICLE II - DUTIES

Section 1. The duties of the Committee include:

- a) Participate in the development of a Housing Strategic Plan that recommends goals, actions, and policies to inform the development and preservation of affordable housing, which will be presented to City Council for approval;
- b) Provide recommendations to Arvada City Council on matters related to innovations in housing policy and programs that are based on evidence-based studies and quantitative data;
- c) Provide recommendations to Arvada City Council on matters related to community engagement regarding affordable housing-related projects, programs, and services;

- d) Review annual progress reports from the Arvada Housing and Preservation Resources Division regarding implementation of the Housing Strategic Plan;
- e) Provide public education services to the Arvada community specifically designed to increase local knowledge and understanding about affordable housing, and barriers, and strategies to achieve City Council's strategic goals related to affordable housing;
- f) Provide recommendations to Arvada City Council that address barriers to housing and focus on equitable, energy-efficient, and high-quality housing outcomes for Arvada; and
- g) Communicate Committee recommendations on a semi-annual basis with the Arvada City Council.

ARTICLE III - MEMBERSHIP

Section 1. Eligibility of Membership

- a) The Committee shall be composed of nine regular members who shall serve without compensation. The Committee members shall be appointed and confirmed by the Arvada City Council.
- b) All Committee members must act in accordance with the city's mission, vision and values and applicable City of Arvada policies of employee conduct.
- c) Committee members shall not discriminate on the basis of race, color, religion (creed), gender, gender identity or expression, age, national origin (ancestry), mental or physical disability, political belief or affiliation, marital status, sexual orientation, or veteran status in any of its activities or operations.
- d) Committee members shall consist of a representative from the following categories:
 - i. City Council Liaison or designated City Council alternate
 - ii. Arvada Resident Advocate for Affordable Housing
 - iii. AURA Board Member
 - iv. Affordable Housing Developer
 - v. Arvada resident who has benefitted from human services programs or grant funding
 - vi. Arvada Small Business Owner
 - vii. Expert in energy efficiency, renewable energy and green building
 - viii. Arvada-based Realtor
 - ix. Member or Volunteer from a non-profit human services agency

Section 2. Term of Members.

- a) The appointed Committee members shall serve four-year terms and may be appointed for no more than two terms.

Section 3. Vacancies and Removal

- a) Any Committee member may resign by giving written notice to the Chair or Co-Chair of the Committee, who shall notify the staff liaison of the resignation. Such resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring on the Committee by resignation or removal shall be filled, if necessary, by appointment of the City Council.
- b) All members of the Committee shall serve at the pleasure of City Council and may be removed at any time pursuant to Section 2-78(b) of the Arvada City Code which states "All other members of boards, commissions, and committees, except as set forth in subsection (e) of this section, serve on such boards, commissions, and committees at the pleasure of the city council, and may be removed by a vote of the City Council at any time."

Section 4. Attendance

- a) It is the official policy and expectation of the Committee to have its members regularly attend Committee meetings. Regular attendance is vital to conduct the business of the Committee, to have a quorum of the Committee, to have informed Committee members and quality participation, and to respect the time and interest of the public.
- b) If any member of the Committee is absent from any regular meeting, such member shall give the reason for the absence to the Committee Chair and the staff liaison of the Committee. The staff liaison shall keep records of Committee member attendance and whether each absence is excused or unexcused.
- c) Any absence from a Committee meeting due to sickness of a Committee member, the death of a member of the member's family, court subpoena, or absence from the City, shall be considered an excused absence. Other absences may be deemed excused at the discretion of the Chair. All other absences shall be considered unexcused.
- d) If an appointed Committee member has more than three unexcused absences in a calendar year, such Committee member may be excused from the Committee by the Chair. A replacement representative will be appointed by the City Council as appropriate to fill the Committee member's position.

Section 5. Conflicts of Interest

- a) Participation and voting in Committee business by members of the Committee shall be subject to the requirements and limitations of the City's Code of Ethics, in accordance with the Arvada City Code, Chapter 2, Article VIII, Division 2.

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Section 1. The Committee shall hold quarterly meetings. The date, time, and location for the subsequent four meetings will be designated by affirmative vote of the Committee at the first regular meeting after May 1st of the year and posted on the City's website. The agenda of such meeting shall be sent via email to all Committee members and posted on the City's website at least 24 hours prior to the date of each meeting.

The Chair, absent objection by any member, may cancel meetings for cause, including absence of a quorum, lack of business to conduct or other unforeseeable circumstances. Notice of such cancellation shall be given to the Committee members at least twenty-four hours in advance of the time of the meeting, if possible.

Section 2. The Chair of the Committee will preside over Committee meetings, and will be voted into this position every year by the other Committee members.

Section 3. Special meetings of the Committee may be held at any time. A call for such meetings shall be issued by the Chair or by the written request of not less than 5 members of the Committee for the purpose of transacting business specifically stated in such call. The notice of the special meeting may be issued by email, by telephone or by mail; but in any event, the purpose of the special meeting shall be stated to each member. No business other than that set forth in the call for the special meeting shall be transacted at the special meeting. A special meeting must be called at least 48 hours prior to the holding of the special meeting.

Section 4. The meetings are open to the public and the committee may invite any director, officer, employee, outside advisor or other individual who is not a Committee member to attend Committee meetings or meet with Committee members, but such persons will not have voting power and will not be held out as Committee members.

Section 5. Committee approvals will require a vote of a majority of the Committee members present at a meeting at which a quorum is present. A quorum for the transaction of business shall consist of 5 Committee members. It shall be the responsibility of the staff liaison, or in the staff liaison's absence the Chair, to determine whether there is a quorum at each meeting. A representative attending a meeting on a Committee member's behalf shall not count towards a quorum. No official action may be taken by the Committee unless a quorum is present. However, if a quorum is not present, the meeting may still be conducted for the purposes of status reporting and discussion of items.

Section 6. The Chair, Vice Chair, or staff liaison shall establish the agenda for each meeting.

Section 7. Any Board member who has a personal or financial interest in any matter before the Board shall disqualify themselves from the consideration of, discussion of, or voting upon such matter. Any such disqualification shall be noted in the official Minutes of the meeting.

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REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
9.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: R24-131, A Resolution Authorizing an Agreement Between the City of Arvada and Symetra Life Insurance Company for Stop Loss Insurance Coverage in an Amount Not To Exceed \$1,472,078.00

Report in Brief

PRESENTER: Gabriella Bommer, Director of Human Resources.

The City has a self-funded medical plan for its employees in which the City directly pays and assumes the financial risk for all medical claims. The purchase of stop loss insurance is necessary to protect the City from unexpectedly high or catastrophic claims. After reviewing all the competitive proposals submitted, the City has chosen Symetra Life Insurance Company for stop loss insurance for the 2025 benefit year.

The Arvada team recommends that the City Council approve R24-131, A Resolution Authorizing an Agreement Between the City of Arvada and Symetra Life Insurance Company for Stop Loss Insurance Coverage in an Amount Not To Exceed \$1,472,078.00

Financial Impact

The cost associated with the recommended action is not to exceed \$1,472,078 and is funded from the City's Medical Trust Fund.

Background

The City has a self-insured medical plan for its employees, which means the City pays for employee medical claims directly instead of paying a premium to an insurance company. Medical claims are paid from a Medical Trust Fund which is funded by both City and employee health care contributions.

The benefits of a self-insured medical plan include claims transparency, more flexibility in benefit plan design, the ability to customize benefits to suit the specific needs of the City's employees, and potential cost savings. When the plan runs well, savings stay in the City's Medical Trust Fund, instead of going to the insurance company. However, the City also assumes the financial risk for all medical claims. To protect the City from unknown or unexpectedly high or catastrophic claims, the City purchases stop loss insurance. When a claim exceeds an agreed upon limit, the stop loss insurance company will cover the excess and reimburse the City for those costs.

The City contracts with HUB International as its brokerage firm for City health care benefits. As part of their services, HUB markets stop loss insurance for the City each year to ensure the best coverage for the best price. This year's bid included three competitive proposals. After reviewing the proposals, the City team selected Symetra Life Insurance Company as the most optimal solution.

Discussion

Public Contact

Commission Recommendation

Strategic Alignment

Approval of the recommended action is aligned to the City's Total Rewards Philosophy and the City Council Strategic Plan under the Organizational and Service Effectiveness (OSE) service 8: Fosters an employer of choice work environment that attracts and retains a highly engaged, inclusive workforce and promotes a culture of wellness, safety, cycles of learning and performance excellence; and OSE4: Provides leadership services to ensure appropriate staffing, financial, and technology resources to all work systems to achieve strategic and operational results.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R24-131, A Resolution Authorizing an Agreement Between the City of Arvada and Symetra Life Insurance Company for Stop Loss Insurance Coverage in an Amount Not To Exceed \$1,472,078.00

Suggested Motion:

I move that R24-131, A Resolution Authorizing an Agreement Between the City of Arvada and Symetra Life Insurance Company for Stop Loss Insurance Coverage in an Amount Not To Exceed \$1,472,078.00, be (approved) (rejected).

Prepared by:

Gabriella Bommer, Director of Human Resources

Reviewed by:

Approved by:

Gabriella Bommer, Director of Human Resources	11/26/2024
Bryan Archer, Director of Finance	11/26/2024
Tammy Hedlund, Legal Specialist	12/3/2024
Janelle Miller, Assistant City Attorney	12/3/2024
Rachel Morris, City Attorney	12/6/2024
Linda Haley, Acting City Manager	12/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-131

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA
AND SYMETRA LIFE INSURANCE COMPANY FOR STOP LOSS INSURANCE
COVERAGE IN AN AMOUNT NOT TO EXCEED \$1,472,078.00.

WHEREAS, the City of Arvada is a self-insured employer; and

WHEREAS, the purchase of stop-loss insurance is necessary in providing Arvada protection
against catastrophic and unpredictable medical claims.

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

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

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

APPROVED AND ADOPTED this 16th day of December, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

Symetra Life Insurance Company

Stop Loss Insurance

POLICY

STOP LOSS INSURANCE POLICY

POLICY SPECIFICATIONS

Policyholder: City of Arvada

Policy Number: 16-016978-000

Policy Effective Date: January 01, 2025

Premium Due Date: Premium is due on January 01, 2025 and the first of each month beginning with February 01, 2025.

Policy Anniversary: January 1st of each year beginning in 2026.

Governing Jurisdiction: This Policy is delivered in and governed by the laws of Colorado.

This Policy has been issued in consideration of the signed Policyholder Acceptance and payment of premium. This Policy renews on each Policy Anniversary.

Symetra Life Insurance Company issues this Policy and agrees to pay the benefits of this Policy subject to its terms and conditions.

Symetra Life Insurance Company has, by its President, executed this Policy as of the Policy Effective Date and caused it to be duly countersigned at Bellevue, Washington.



Margaret Meister
President

TABLE OF CONTENTS

STOP LOSS INSURANCE POLICY	1
POLICY SPECIFICATIONS	1
TABLE OF CONTENTS	2
STOP LOSS SCHEDULE OF BENEFITS	3
STOP LOSS DISCLOSURE STATEMENT	5
DEFINITIONS.....	7
SPECIFIC STOP LOSS	9
SPECIFIC STOP LOSS EXCLUSIONS AND LIMITATIONS	10
GENERAL EXCLUSIONS AND LIMITATIONS.....	10
MATERIAL CHANGES.....	11
CLAIMS PROVISIONS.....	11
SPECIFIC STOP LOSS ADVANCE FUNDING	14
SURCHARGES PROVISIONS.....	14
PREMIUM PROVISIONS	15
CONTRACT TERMINATION AND RENEWAL	16
GENERAL CONTRACT PROVISIONS.....	16
POLICYHOLDER ACCEPTANCE.....	19
STOP LOSS ALTERNATE REIMBURSEMENT ENDORSEMENT	20
STOP LOSS RATE CAP ENDORSEMENT	22

STOP LOSS SCHEDULE OF BENEFITS

A. Policyholder: City of Arvada

Policy Number: 16-016978-000

Effective Date of Coverage: January 01, 2025

Policyholder Anniversary Date: January 1st of each year beginning in 2026.

Premium Due Date: Premium is due on the Effective Date of Coverage and the first of each month beginning with February 01, 2025.

Enrollment (at the beginning of the Policy Period):

Single	291
Family	394

Retiree Coverage: Specific Stop Loss Only

Retiree Ages Covered: Under Age 65 Only

B. This Schedule of Benefits applies to the Policy Period: from January 01, 2025 to December 31, 2025.

C. Specific Stop Loss Insurance:

1. Specific Deductible per Covered Unit: \$205,000.00

2. Covered Expenses:
Medical and Prescription Drugs, including drugs dispensed by Rx Card, Mail Order and/or administered by a Prescription Benefit Manager (PBM).

3. Symetra's Reimbursement Percentage:
100% of Covered Expenses in excess of the Specific Deductible.

4. Specific Lifetime Reimbursement Maximum: Unlimited per Covered Unit
Specific Policy Period Reimbursement Maximum: Unlimited per Covered Unit

5. Premium Rates:	
Covered Units	All Eligible Employees
Single	\$81.58
Family	\$251.10

6. Reimbursement Period:
Covered Expenses incurred on or after the Policy Effective Date and paid during the Policy Period with:
Run-in Period beginning: 1/1/2024 Run-in Limit: Unlimited
Run-out Period ending: 12/31/2025 Run-out Limit: \$0

STOP LOSS INSURANCE POLICY

Policy Period: from January 01, 2025 to December 31, 2025

D. Endorsements Included:

Stop Loss Alternate Reimbursement Endorsement
Stop Loss Rate Cap Endorsement

Subject to the Material Changes provision of this Policy, no Stop Loss Alternate Reimbursement Endorsement will be added at renewal, except at Policyholder's request.

E. Additional Information:

City of Arvada has been identified as a participant in the Stealth HUB Lens program provided by Artemis Health. The \$0.56 per employee per month program fee will be deducted from the premium collected by Stealth and remitted to Artemis Health directly.

F. Premium Remitters:

Name	Effective Date	Termination Date
<u>Stealth Partner Group LLC</u>	<u>01/01/2025</u>	<u></u>

G. Claims Administrators:

Name	Effective Date	Termination Date
<u>UMR - Wausau</u>	<u>01/01/2025</u>	<u></u>

H. Provider Network:

Name	Effective Date	Termination Date
<u>UHC Choice Plus</u>	<u>01/01/2025</u>	<u></u>

STOP LOSS DISCLOSURE STATEMENT

As a condition of the Policyholder's Stop Loss Insurance coverage under the Policy, the Policyholder has provided the information requested below:

- a. All Covered Units or Covered Family Units under the Policy that have paid Covered Expenses which exceed the lesser of \$30,000.00 or 50% of the Specific Deductible during the preceding 9 months prior to the completion of this Disclosure Statement.

For the purposes of required disclosure, Symetra has been provided by or on behalf of the Policyholder the reports and other information identified below and on any attached page(s). Symetra has relied upon these reports and other information as true, complete, and accurate:

☒ Claim Files: UMR SLAM DASHBOARD

Run Date: 10/09/2024

STOP LOSS DISCLOSURE STATEMENT (CONTINUED)

Potential Large Claims

Potential Large Claims (PLCs) are injuries, diseases, illnesses, diagnoses or other losses of the type which are reasonably likely to result in a significant medical expense, claim or disability.

The following Disclosure Diagnosis List provides examples of some, but not all, types of PLCs.

<u>ICD-10 Range</u>	<u>Diagnosis</u>	<u>ICD-10 Range</u>	<u>Diagnosis</u>
B19.20-B19.21	Hepatitis C	M45-M48.9	Spondylopathies
C01-C95.92	Malignant Neoplasms	M86-M86.69	Osteomyelitis
D46-D46.9	Myelodysplastic Syndrome	N18.1-N19	Chronic and End Stage Kidney Disease
D55-D59.9	Hemolytic anemias		
D61-D61.9	Aplastic anemias		
D66-D68.311	Hemophilia and coagulation defects	P07-P07.39	Premature infant
D80-D89.9	Immunodeficiency disorders	P77-P77.39	Necrotizing Enterocolitis
E75.21-E75.22	Lipidosis, includes Gaucher's Disease	Q03-Q07.9	Congenital anomalies (brain and spine)
E76.01-E76.9	Mucopolysaccharidosis	Q20-Q26.8	Congenital anomalies (heart)
E84-E84.9	Cystic Fibrosis	Q38-Q45.9	Congenital anomalies (gastrointestinal tract)
E88.01	Alpha – 1 – Antitrypsin Deficiency	S02.1-S09.93XS	Head and facial injury
G60-G65.2	Polyneuropathies	S12-S38.3XXS	Neck and trunk injury
G70-G70.9	Myasthenia Gravis	T30-T32.99	Burns
G682.50-G682.54	Paraplegia and Quadriplegia	T81-T86.99	Surgical and medical care complications
I21-I52	Heart and lung disease	Z94.0-Z94.9	Organ or tissue transplants
I60-I67.89	Cerebrovascular disease	Z95-Z95.9	Cardiac and vascular implants/grafts
I71-I72.9	Artery disease and aneurysms	Z95.811	Heart assist device (i.e. VAD)
I80-I82.91	Venous disease	Z95.812	Artificial heart implant
J96-J99	Respiratory failure	Z99.2	Dependence on renal dialysis
K50.01-K K70-K76.9	Liver disease		
K50.919	Crohn's disease		
K85-K86.9	Pancreas disease		
M05.2-M06.9	Rheumatoid arthritis		
M15-M19.93	Osteoarthritis		
M31-M36.8	Connective tissue disease		

DEFINITIONS

The following words and phrases are used throughout this Policy and have specific meaning for purposes of this Policy.

ASSOCIATED COMPANY means an affiliate or subsidiary of Policyholder as shown on the Schedule.

CLAIMS ADMINISTRATOR means a firm or person, selected by Policyholder, having a written agreement with Policyholder to process Employee Benefit Plan benefits and provide administrative services.

The term "Claims Administrator" as used in this Policy does not refer to the Plan Administrator used in the Employee Retirement Income Security Act (ERISA) of 1974, as amended, unless Policyholder has specifically appointed the Claims Administrator as such.

COVERED EXPENSES means the eligible charges payable under the terms of the Employee Benefit Plan.

Covered Expenses do not include charges that are:

- a. in excess of or not covered by the express terms of Policyholder's Employee Benefit Plan Document, whether or not such charges were approved by the Plan Administrator or Claims Administrator based upon the exercise of discretion neither arbitrary nor capricious; or
- b. specifically excluded or limited by this Policy, Policyholder's Schedule, any endorsements or any amendments; provided, however, that Claims determined to be eligible under the Employee Benefit Plan in final and binding external review by an independent review organization (IRO) will also be deemed Covered Expenses under the Policy.

COVERED FAMILY UNIT means any eligible individual who becomes covered for benefits under the Employee Benefit Plan and that individual's dependents.

COVERED UNIT means any eligible individual who becomes covered for benefits under the Employee Benefit Plan.

DISCLOSURE STATEMENT means the reports and other information from Policyholder provided to and accepted by Symetra that provides certain underwriting information regarding Covered Units or Covered Family Units.

EMPLOYEE BENEFIT PLAN means the employee welfare benefit plan established by Policyholder. The Employee Benefit Plan must be defined in written form and be in effect on the Effective Date of Policyholder's coverage under this Policy. A copy of the Employee Benefit Plan and any amendments must be provided to and approved by Symetra.

FINAL POLICY PERIOD means the Policy Period shown on the Schedule that is in effect when coverage is terminated.

INCURRED means the date on which services for Covered Expenses were rendered for a Covered Unit according to the terms of the Employee Benefit Plan.

MATERIAL CHANGE means a change which may have an economic impact on Symetra's liability under this Policy. Material Changes include, but are not limited to, the following:

- a. changes in:
 - 1. the information disclosed by Policyholder upon which Symetra's assessment of risk was based;
 - 2. the Employee Benefit Plan;
 - 3. the Claims Administrator or PBM; or
 - 4. the Provider Network; or
 - 5. the Claims Administrator's or PBM's claim paying system or payment practices that cause a variation of 30 or more days in the most recent 3 month average of claim processing time, as indicated by a claim average turnaround service report.
- b. a merger, acquisition, divestiture or similar transaction involving Policyholder or an Associated Company; or
- c. an increase or decrease of the number of enrolled Covered Units or Covered Family Units by more than 25% from the Enrollment shown on the Schedule.

PAID CLAIM means that:

- a. the Covered Expense is adjudicated according to the terms of the Employee Benefit Plan;
- b. a check is written and mailed or electronically deposited directly to the payee within the Policy Period; and
- c. funds are available to honor the check. To be sure that funds are available, they must be on deposit no later than the first working day following the end of the Policy Period.

PHARMACY BENEFIT MANAGER (PBM) means the third-party administrator of prescription-drug benefits offered under the Employee Benefit Plan, as shown on the Schedule.

POLICY refers to the terms and provisions of this contract.

POLICYHOLDER means the entity named on the Schedule and to whom this Policy is issued.

POLICY MONTH means each calendar month within a Policy Period. If the effective date of this coverage is other than the first day of the calendar month, then the first Policy Month is from the effective date to the last day of the same month.

POLICY PERIOD means the period of time shown on the Schedule.

POTENTIAL LARGE CLAIM means paid or pending Covered Expenses greater than or equal to 50% of the Specific Deductible.

PROVIDER NETWORK means a Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), self-funded Health Maintenance Organization (HMO), or any managed care network offered under the Employee Benefit Plan, as shown on the Schedule.

REIMBURSEMENT PERCENTAGE means the rate at which Symetra will reimburse Policyholder as shown on the Schedule.

RUN-IN LIMIT means the maximum amount shown on the Schedule paid by Policyholder for Covered Expenses incurred prior to the Policy Period or during the Run-in Period which will be considered for reimbursement by Symetra.

RUN-IN PERIOD means the time period immediately prior to the Policy Period as shown on the Schedule.

RUN-OUT LIMIT means the maximum amount shown on the Schedule paid by Policyholder during the Run-out Period for Covered Expenses incurred during the Policy Period which will be considered for reimbursement by Symetra.

RUN-OUT PERIOD means the time period immediately following the Policy Period as shown on the Schedule.

SCHEDULE means the Stop Loss Schedule of Benefits.

SPECIFIC DEDUCTIBLE means the amount shown on the Schedule for which Policyholder is responsible to pay. The Specific Deductible applies separately to each Covered Unit for each Policy Period.

SPECIFIC LIFETIME REIMBURSEMENT MAXIMUM means the limit of Symetra's liability as shown on the Schedule in excess of the Specific Deductible for a Covered Unit during the lifetime of that Covered Unit.

TERMINAL RUN-OUT PERIOD means the number of months immediately following the final Policy Period as shown on the Schedule.

WORKERS' COMPENSATION means benefit payments to any eligible individual as required by state law for accidents or occupational disease arising out of or in connection with the individual's employment.

SPECIFIC STOP LOSS

SPECIFIC STOP LOSS BENEFIT

Upon acceptance of proof of loss, Symetra will reimburse Policyholder for payments of Covered Expenses that Policyholder makes that exceed the Specific Deductible shown on the Schedule for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. paid for Covered Unit according to the terms of the Employee Benefit Plan; and
- c. incurred during the Policy Period or during the Run-in Period shown on the Schedule and paid during the Policy Period or during the Run-out Period shown on the Schedule.

Payments for Covered Expenses that are eligible for more than one Policy Period will apply toward the Policy Period in which the Covered Expenses were actually incurred.

Reimbursements will be subject to the Run-in Limit and Run-out Limit shown on the Schedule. The Run-out Period(s) will not apply if the Specific Stop Loss benefit terminates prior to the end of the Policy Period.

The benefit reimbursed by Symetra will be at the Reimbursement Percentage shown on the Schedule and will not exceed the Specific Lifetime Reimbursement Maximum shown on the Schedule.

SPECIFIC STOP LOSS EXCLUSIONS AND LIMITATIONS

Symetra will not reimburse Policyholder for Paid Claims that:

- a. have been reimbursed or are eligible for reimbursement by another insurance company;
- b. are incurred after Policyholder's Specific Stop Loss benefit terminates; or
- c. have been excluded under the terms described in the Stop Loss Alternate Reimbursement Endorsement; or
- d. exceed Symetra's Specific Lifetime Reimbursement Maximum or Specific Policy Period Reimbursement Maximum as shown on the Schedule.

GENERAL EXCLUSIONS AND LIMITATIONS

LIMITATIONS ON ELIGIBILITY FOR REIMBURSEMENT UNDER THIS POLICY

Symetra will not reimburse Policyholder for Covered Expenses incurred by Covered Units that qualify as Potential Large Claims unless disclosed and accepted by Symetra.

In the event of nondisclosure by Policyholder, Symetra reserves the right to:

- a. change or modify the premium rates, Monthly Aggregate Attachment Factors or Specific Deductible amount(s); or
- b. adjust the terms of the Aggregate and Specific Stop Loss benefit.

Covered Expenses will be limited to those expenses paid in accordance with the express terms of the Employee Benefit Plan. No exercise of discretion by the Plan Administrator or Claims Administrator to pay claims contrary to the express terms of the Employee Benefit Plan will be binding upon Symetra.

EXCLUSIONS

Symetra will not reimburse any loss or expense caused by or resulting from any of the following:

- a. the cost of the administration of claims, consulting or other service(s) provided by the Claims Administrator or other third parties, except third party provided PPO repricing, audit, case management and comparable cost containment fees directly related to a specific claim; or
- b. expenses for occupational accidents or illnesses or expenses that the Employee Benefit Plan covers that are covered or eligible for coverage by Workers' Compensation including any payments made by Workers' Compensation carriers as exceptions or payments with no liability concerning Workers' Compensation coverage.

MATERIAL CHANGES

MATERIAL CHANGES

Symetra must be notified of any Material Change ("Change") in writing and provided this notice prior to the effective date of Change(s).

If notice is not received prior to the effective date of Change, Symetra has the right to establish the effective date of the amendment to this Policy that results from the Change.

Upon receipt of a Change, Symetra retains the right to:

- a. accept the Change without revising the Premium Rates, Monthly Aggregate Attachment Factors and coverage terms;
- b. accept the Change and revise the Premium Rates, Monthly Aggregate Attachment Factors and coverage terms as outlined in the Premium Provisions;
- c. not accept the Change but continue to provide coverage and adjudicate claims as if the Change had not occurred; or
- d. terminate this Policy as outlined in the Contract Termination and Renewal provision.

Until Symetra makes a determination regarding notice of a Change in the Employee Benefit Plan which would alter the type or amount of benefits provided or the terms or conditions for eligibility or participation, only Covered Expenses for benefits provided by the most current Symetra approved Employee Benefit Plan will be considered for reimbursement.

CLAIMS PROVISIONS

EMPLOYEE BENEFIT PLAN'S CLAIMS ADMINISTRATION

Policyholder must retain a Claims Administrator at all times. All Claims Administrator(s) must be approved by Symetra. The Claims Administrator performs as Policyholder's agent and Symetra will not be held liable for any act or omission of the Claims Administrator.

Symetra will only reimburse Policyholder for claims paid by the Claims Administrator(s).

The Claims Administrator will:

- a. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims in accordance with the terms of the Employee Benefit Plan;
- b. maintain accurate records of all claim payments; and
- c. maintain separate records of expenses not covered; and
- d. provide Symetra with the following aggregate data for the preceding Policy Month on or before the last business day of each succeeding Policy Month:
 1. number of Covered Units or Covered Family Units;
 2. notice of claims that reach 50% of the Specific Deductible; and
 3. total amount of claims paid; and
- e. provide Symetra notice of Potential Large Claims upon receipt of such information, which notice will include:
 1. Covered Unit's name or unique identifier
 2. diagnosis, and
 3. total amount of Paid Claims year to date for Policy Period.

ALTERNATIVE CARE

Symetra recognizes that under certain circumstances it may be cost effective to allow alternative care or treatment that is not covered under the Employee Benefit Plan. The Claims Administrator or Symetra may recommend alternative care. If Policyholder allows such charges to be considered eligible and Symetra agrees, these charges shall also be considered as Covered Expenses under this Policy.

NOTICE OF STOP LOSS CLAIM

Specific Stop Loss Claim

Policyholder will submit a written Request for Reimbursement ("Request") for Specific Stop Loss Covered Expenses to Symetra within 31 days of the date the Covered Expenses, with respect to a Covered Unit, have reached the Specific Deductible.

Notice of Potential Large Claim

Failure of the Policyholder Claims Administrator(s) to furnish Notice of Potential Large Claim(s) will not invalidate or reduce the claim if it was not reasonably possible to give such notice.

PROOF OF LOSS

Policyholder's failure to submit a written Request within 31 days will not invalidate or reduce any reimbursement if it were not reasonably possible to submit said Request within such time. However, the Request must be submitted as soon as possible, but in no event later than 12 months after the last date of the Policy Period then in effect.

Policyholder or Policyholder's Claims Administrator(s) will submit on a timely basis all proofs of loss, reports, and supporting documents that Symetra may require.

All uncontested Requests will be reimbursed within 31 days after receipt of proof of loss, reports and supporting documents that Symetra may require.

EXCEPTION REQUESTS – DISPUTED PLAN CLAIMS

Employee Benefit Plan claims in dispute based on provider charges or claims pending and under IRO review ("Disputed Claims") at the end of the Policy Period will continue to be considered for coverage, provided:

Symetra must be notified of such Disputed Claims immediately but no later than 15 days of the date the Policyholder was notified of same; and Disputed Claims must be resolved and a Request submitted within 12 months of the end of the Policy Period in which the claim was incurred.

If resolution of a Disputed Claim results in Employee Benefit Plan payments of otherwise Covered Expenses in excess of the Employee Benefit Plan payment terms and the provisions of this Policy ("Additional Payments"), Symetra's reimbursement of such Additional Payments (other than Additional Payments as a result of IRO review) will be at its sole discretion on an exception basis and such Additional Payments will be considered part of the Policy period under which the claim was initially Paid.

AUDIT

Prior to making a reimbursement, Symetra will have the right to inspect and audit all of Policyholder's records and procedures that pertain to this Policy and, subject to the reasonable audit terms and conditions of the agreement between Policyholder and its Claims Administrator(s), all records and procedures of such Claims Administrator(s) that pertain to this Policy. Symetra shall provide reasonable advance written notice of its intention to inspect and audit any such records and procedures, and may exercise this right through its duly authorized representative.

Symetra will also have the right to require proof that payment of Covered Expenses has been made.

OFFSET

We have the right to offset/recoup from any benefit payable to Policyholder under this Policy any premium, refund or repayment Policyholder owes to Symetra that has not been paid. Symetra's right of offset/recoupment does not impair Symetra's right to terminate this Policy for non-payment of premium under the Termination provisions of this Policy.

RIGHT OF REIMBURSEMENT

Any payment(s) of Covered Expenses under the Employee Benefit Plan which are reimbursed by, or payable by other insurance companies, reinsurers, Pharmacy Benefit Managers or third parties may not be used to meet any Deductible under this Policy.

If Symetra reimburses Policyholder for amounts that are later recovered from another party, the amount recovered must be refunded by Policyholder to Symetra to the extent of any Paid Claims under this Policy. Any repayment amount you owe Symetra must be refunded to us regardless of termination of this Policy.

Should there be an overpayment made to Policyholder due to clerical or other error, the overpayment must be refunded.

SUBROGATION

In the event of any payment(s) of Covered Expenses under the Employee Benefit Plan due to an illness and/or injury to a Covered Unit caused by a third party, Policyholder may be entitled to a recovery from such third party. Symetra is entitled to first recovery of such payments as an offset to any reimbursement of Covered Expenses under the Policy. Symetra retains the right to pursue any recovery received by Policyholder and to collect any and all reimbursements made to Policyholder. In the event Symetra recovers an amount greater than its reimbursements under the Policy, the excess, reduced by the costs to obtain the recovery, will be returned to Policyholder.

If Policyholder receives a recovery prior to Symetra reimbursing any Covered Expenses under the Policy, Policyholder must deduct these payments from any reimbursement request. If Policyholder receives a recovery after Symetra has made reimbursement for some or all of a particular claim then Policyholder must reimburse Symetra to the extent of the reimbursement within 30 days.

The obligation of Policyholder to reimburse Symetra remains regardless of whether the Policy is still in force on the date of recovery. In addition, this provision is applicable even if it is determined the amount of the Covered Unit's recovery does not fully indemnify or make whole the Covered Unit. Policyholder payment to Symetra may be reduced by the reasonable and necessary expenses incurred in recovering from the other party.

SPECIFIC STOP LOSS ADVANCE FUNDING

Policyholder may request Advance Funding for Covered Expenses when all of the following conditions have been met:

- a. the request must be made in writing to Symetra;
- b. the Covered Expenses for a Covered Unit that are eligible for reimbursement must be a Paid Claim;
- c. Covered Expenses are adjudicated before the Policy Period ends; and
- d. the minimum request must be \$1,000 per Covered Unit.

In order for Covered Expenses to be eligible for Advance Funding Symetra must receive the requests:

- a. during the Policy Period;
- b. during the Run-out Period; or
- c. within 30 days after the Policy Period or the Run-out Period ends.

Advanced Funds must be used to pay the Covered Expenses within 5 working days after Policyholder receives the funds. If the funds or any portion of the funds are not used as required within this timeframe, Policyholder must repay the advanced funds to Symetra within 5 working days after receiving the funds.

SURCHARGES PROVISIONS

Symetra will reimburse surcharges required by state statute and/or regulations. In order for surcharges to be considered Covered Expenses under the Stop Loss Policy, the provider bills must be for Covered Expenses according to the terms of the Employee Benefit Plan.

EXCLUSIONS AND LIMITATIONS

Symetra will not reimburse any expenses that are:

- a. surcharges made on a per Covered Unit basis; or
- b. penalties or fines assessed by a state against Policyholder.

PREMIUM PROVISIONS

PAYMENT OF PREMIUMS

Premiums for this Policy must be received on or before the Premium Due Date, as shown on the Schedule, by Symetra.

If Policyholder chooses to use any third party to pay premium on its behalf (Premium Remitter), such third party is the agent of Policyholder and Policyholder is responsible for ensuring that the premium is received by Symetra. Symetra will not be held liable for any act or omission of the third party.

GRACE PERIOD

If you have not given written notice to us before the Premium Due Date to terminate coverage under this Policy, a grace period of 31 days will be given in which to pay the premium then due. Coverage will continue in force during this grace period. If the Premium is not paid before the end of the grace period, coverage will cease on the last day of the grace period and you will be liable to us for any unpaid Premium for the time coverage was in force.

If, before the end of the grace period, you give written notice to us that coverage is to be terminated, coverage will terminate on the later of the date contained in the notice or the date such notice is received by us. A pro rata Premium will be due for the period between the date the Premium was due and the date coverage ends.

CHANGES IN PREMIUM RATES AND MONTHLY AGGREGATE ATTACHMENT FACTORS

Symetra has the right to establish new Premium Rates and Monthly Aggregate Attachment factors on each Policyholder Anniversary Date.

Symetra will provide Policyholder a 31 day advance written notice in the event of any change in premium rates or Monthly Aggregate Attachment Factors at renewal.

Symetra has the right to establish new Premium Rates and new Monthly Aggregate Attachment Factors at any time during a Policy Period if:

- a. the number of enrolled Covered Units or Covered Family Units changes by more than 25% from the Enrollment shown on the Schedule;
- b. Symetra discovers an individual who was not disclosed and whom Symetra determines to be an unacceptable risk;
- c. an amendment is made to the Employee Benefit Plan;
- d. a change in the terms of Stop Loss coverage occurs; or
- e. Policyholder experiences a Material Change as outlined in the Material Change provision.

RENEWAL RATING PROVISION

Symetra reserves the right to modify the renewal Premium Rates and/or Monthly Aggregate Attachment Factors for a Policy Period if the average Paid Claims for the last 2 Policy Months of the immediately preceding Policy Period exceeds 125% of the average Paid Claims for all prior Policy Months in that preceding Policy Period.

CONTRACT TERMINATION AND RENEWAL

TERMINATION BY POLICYHOLDER

Policyholder may terminate its coverage under this Policy at any time by giving Symetra 31 days' advance written notice.

TERMINATION BY SYMETRA

Symetra may terminate Policyholder's coverage under this Policy by giving Policyholder 31 days' written notice. Symetra can only terminate for the following reasons:

- a. Policyholder fails to comply with a provision of this Policy;
- b. Policyholder fails to perform the obligations under this Policy in good faith;
- c. Policyholder is covering fewer than 51 Covered Units;
- d. Policyholder fails to provide information as required in the Stop Loss Disclosure Statement; or
- e. Policyholder experiences a Material Change deemed unacceptable by Symetra.

Policyholder's coverage under this Policy will automatically terminate if:

- a. Policyholder does not pay all premiums that are due by the end of the Grace Period;
- b. Policyholder does not pay claims or make available funds to pay claims as required by this Policy;
- c. Policyholder's Employee Benefit Plan terminates; or
- d. the Policy is terminated by Policyholder.

RENEWAL

At the end of the Policy Period, this Policy may be renewed unless subject to termination in accordance with its Termination Provisions. Symetra will provide 31 days advance written notice to Policyholder in the event of non-renewal. Otherwise, the coverage under this Policy will renew on the Policy Anniversary Date if Policyholder continues to pay premiums at the rates and terms set by Symetra in the revised Schedule for such renewal term.

GENERAL CONTRACT PROVISIONS

ENTIRE CONTRACT

This entire contract consists of:

- a. the pages of this Policy, including any amendments or endorsements;
- b. the Policyholder Acceptance;
- c. the Stop Loss Schedule of Benefits; and
- d. Policyholder's Employee Benefit Plan(s) together with and as qualified by the plan approval notification(s).

LIABILITY AND INDEMNIFICATION

Symetra is not liable for any costs Policyholder incurs because of any disputes or contested claims under the Employee Benefit Plan. Symetra is not liable for punitive, exemplary or consequential damages. Unless prohibited by applicable law, Policyholder must hold Symetra harmless from damages of any kind which are not caused by Symetra's own acts or omissions.

PREMIUM TAXES AND STATE ASSESSMENTS

If premium taxes should be assessed against Policyholder, with respect to claims paid under Policyholder's Employee Benefit Plan, Policyholder shall hold Symetra harmless from any tax liability.

If premium taxes should be assessed against Symetra with respect to Employee Benefit Plan benefits paid, Policyholder must reimburse Symetra the amount of the premium tax liability, interest, penalty and costs incurred by Symetra as a result of the tax assessment.

If a state or other entity assesses fees with respect to the Policyholder's Employee Benefit Plan, the Policyholder, or the Policyholder's Claims Administrator working on the Policyholder's behalf, is responsible for collecting all such fees and remitting them to such entity. If, in any event, Symetra is required to remit any assessment on the Employee Benefit Plan on the Policyholder's behalf, the Policyholder is responsible for reimbursing those fees to Symetra within 31 days of notice of such remittance.

OBLIGATION

Symetra is acting only as a provider of insurance to Policyholder. Symetra is not and will not be considered a fiduciary. Symetra assumes no obligations required by the Employee Retirement Income Act (ERISA) of 1974, as amended.

Symetra has no responsibility or obligation to directly reimburse any Covered Unit. This Policy will not create any right or legal relationship between Symetra and any Covered Unit. Symetra's sole obligation under this Policy is to Policyholder.

ASSOCIATED COMPANIES

Stop Loss Insurance is extended to Policyholder's Associated Companies listed on the Schedule. Additions and terminations of Associated Companies may only be made in accordance with the Amendments and Termination provisions, respectively, of this Policy. Termination of an Associated Company is treated as termination of coverage for that company only.

NOTICE

For purposes of any notice required under this Policy, notice to the last known Claims Administrator will be considered notice to Policyholder. Notice to Policyholder will be considered notice to the Claims Administrator.

RECORDS

Policyholder must:

- a. keep appropriate records regarding administration of the Employee Benefit Plan;
- b. allow Symetra to review and copy, during normal business hours, all records affecting Symetra's liability; and
- c. ensure that Symetra receives monthly status reports and other data as requested under the Claims provisions of this Policy.

CLERICAL ERROR

Clerical error, whether by Policyholder or Symetra, will not invalidate coverage validly in force or affect coverage validly terminated. Clerical errors should be reported and corrected. Symetra will make appropriate adjustments in the premiums due for claims eligible for reimbursement under this Policy. Refunds and credits are limited to the 6 month period prior to the request for adjustment.

LEGAL ACTION

No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been furnished. No legal action may be brought after 3 years from the time written proof of loss is required to be furnished.

AMENDMENTS TO THIS POLICY

This Policy or Policyholder's coverage under this Policy may be amended at any time by mutual consent between the parties. Such modification must be by written agreement signed by Symetra's President. Only these Officers have the authority to modify coverage under this Policy, waive any of Symetra's rights or requirements or make any promise with respect to benefits under this Policy.

POLICYHOLDER ACCEPTANCE

Policy Number: **16-016978-000**Policyholder: **City of Arvada**

(Legal Name)

has received a Symetra contract ELC-24000 and has approved and accepted the terms of this contract.

No reimbursement under this Policy will be paid until such time as this Policyholder Acceptance has been executed and received by Symetra.

Any person who knowingly, with intent to injure, defraud or deceive any insurance company, files an application containing any false, incomplete, or misleading information, is guilty of a felony and is subject under state law to prosecution and punishment, including fines and/or imprisonment. Submission of false information in connection with this application may also constitute a crime under federal laws. All appropriate legal remedies will be pursued in the event of insurance fraud, including prosecuting under Federal Mail Fraud, Federal Wire Fraud, and/or the Federal Racketeer Influenced and Corrupt Organizations Act statutes. Any false statements made herein may be reported to state and federal tax and regulatory authorities as is appropriate.

Name: _____
(Please Print Name of Signatory)Title: _____
(Please Print)By: _____
(Signature of Policyholder)Signed at: _____
(City / State)On: _____
(Date)

Instructions to Policyholder: **(1) Sign and return to Symetra.**
(2) Retain copy with your policy.

STOP LOSS ALTERNATE REIMBURSEMENT ENDORSEMENT

Symetra and City of Arvada agree that this endorsement is effective January 1, 2025 for the Policy Period from January 1, 2025 to December 31, 2025.

In consideration for the premium shown in the Stop Loss Schedule of Benefits, the Stop Loss Insurance Policy (the "Policy") will be revised to include this Stop Loss Alternative Reimbursement Endorsement.

ALTERNATE REIMBURSEMENT

The Alternate Reimbursement Listing functions to modify information shown on the Schedule of Benefits and applies separately to each listed Covered Unit or Covered Family Unit. This modified information is used to calculate the amount for which the Policyholder is responsible to pay. Modifications that may be applicable include:

- Alternate Coverage Period Dates
- Alternate Covered Expenses
- Alternate Deductible
- Alternate Reimbursement Period and Limits
- Other Alternate Arrangements

Where an Alternate Reimbursement Listing applies, the amount of Covered Expenses that may be applied toward the Aggregate Attachment Point is limited by the Specific Deductible listed on the Schedule. Covered Expenses in excess of the Specific Deductible will not apply to the Aggregate Attachment Point.

Covered Expenses for Covered Units or Covered Family Units shown on the Alternate Reimbursement Listing will only be eligible for Advance Funding when all of the following have been met:

- a. the request must be made in writing to Symetra;
- b. the Covered Expenses that are eligible for reimbursement must be a Paid Claim;
- c. Covered Expenses are adjudicated before the Policy Period ends; and
- d. the minimum request must be equal to the minimum reflected in the Stop Loss Advance Funding section of the Policy.

For the purposes of this Endorsement, Covered Unit or Covered Family Unit shall include individuals disclosed during underwriting, whether or not such individuals are Covered Units or Covered Family Units on the first day of the Policy Period.

All other provisions of the Stop Loss Insurance Policy remain unaffected by this Endorsement.

Subject to the Material Changes provision of this Policy, no new Alternate Reimbursement Listings for Covered Units or Covered Family Units will be added at renewal, except at Policyholder's request.

Alternate Reimbursement Listing

Blank fields will default to the value shown on the Policyholder's Schedule of Benefits

	1
Covered Unit or Covered Family Unit	Malinda Vaughan
Policy Period Begin Date	01/01/2025
Policy Period End Date	12/31/2025
Specific Deductible	900,000.00
Covered Expenses	
Reimbursement Percentage	
Run-in Period Beginning	
Run-in Limit	
Run-out Period Ending	
Run-out Limit	
Other Arrangement (Describe)	

City of Arvada

Symetra Life Insurance Company



By: _____
(Signature of Policyholder)

By: Margaret Meister
President

Title: _____
Date: _____

Registrar: Janet Trayler
Date: November 22, 2024

Instructions to Policyholder: **(1) Sign and return to Symetra.**
(2) Retain copy with your policy.

STOP LOSS RATE CAP ENDORSEMENT

Symetra and City of Arvada agree that this endorsement is effective January 01, 2025 for the Policy Period from January 01, 2025 to December 31, 2025.

In consideration for the premium shown in the Stop Loss Schedule of Benefits, the Stop Loss Insurance Policy (the "Policy") will be revised to include this Stop Loss Rate Cap Endorsement.

RATE CAP

The maximum Premium Rate increase at renewal will be capped at 50%, and will be applicable to the total amount of premium for the Policy Period and the amount equal to the Aggregating Specific Deductible or Tiered Aggregating Specific Deductible shown on the Schedule, if any. This cap assumes that there will be no 1) Material Change, 2) change in the Provider Network used by the Policyholder's Employee Benefit Plan, 3) significant change to the Schedule for the renewal Policy Period, or 4) change in Policyholder's broker of record or commission rate for or during the renewal Policy Period (each individually or collectively, "Changes"). If there are Changes, then the renewal Premium Rates will first be calculated based on the cap and the current Policy coverage. Additional adjustments for Changes may then be applied as needed. If there is a change in Policyholder's broker of record, this cap will be ineffective for any renewal Policy Period beginning thereafter.

All other provisions of the Stop Loss Insurance Policy remain unaffected by this Endorsement.

City of Arvada

Symetra Life Insurance Company



By: _____
(Signature of Policyholder)

By: Margaret Meister
President

Title: _____

Registrar: Janet Trayler

Date: _____

Date: November 22, 2024

Instructions to Policyholder: (1) Sign and return to Symetra.
(2) Retain copy with your policy.

SPECIMEN



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, WA 98004-5135
www.symetra.com

Symetra® is a registered service mark of
Symetra Life Insurance Company.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
9.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: R24-132, A Resolution Authorizing Amendment No. 2 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority To Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40 (Presenter: Jacqueline Rhoades, Director of Public Works)

Report in Brief

City Council action is requested on the attached resolution authorizing an extension on the Agreement Between the City of Arvada and the Arvada Urban Renewal Authority (AURA) to Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40 until December 31st 2025.

AURA has made a decision to invest in the community by funding \$3,500,000 for the final design and the construction of streetscape improvements for the Ralston Road project. The purpose of the Ralston Road widening aligns with AURA's mission to enhance the pedestrian realm and create community connectivity. However, due to a delay in the project completion, the agreement needs to be extended to use the allotted streetscape funds.

The Arvada team recommends that the City Council approve R24-127, A Resolution Authorizing Amendment No. 2 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority to Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40.

Financial Impact

No financial impact.

Background

The bond funding for the widening of Ralston Road - Yukon Street to Garrison Street doesn't include the design and construction of streetscape improvements. Therefore, on October 2, 2019, team members from Engineering and Parks had the opportunity to present to AURA board members three different options and potential costs to incorporate streetscape elements into the project. The presentation outlined three options with different level of finishes: \$15M, \$3.5M, and \$2.5M. Ultimately, team members recommended the \$3.5M option because it would include planted medians that meet City standards for an arterial corridor.

The streetscape will be beneficial to the City of Arvada, AURA, and the community as a whole by providing the following:

1. Bridging the gap between Ralston Central Park and Olde Town
2. Enhancing the pedestrian functionality

The Ralston Road Phase II project has been completed. Final payment has not yet been made to the contractor and is not anticipated to be made prior to the end of 2024. In addition, some landscape areas near Garrison Street were eliminated from the contractor's scope due to ongoing development construction in that area. As a result, landscaping in that section will be completed in spring of 2025. The city team is requesting to provide an extension to the IGA agreement for the 18-ST-40 project to provide time for the final invoices to be processed in 2025.

SUBJECT: R24-132, A Resolution Authorizing Amendment No. 2 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority To Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40 (Presenter: Jacqueline Rhoades, Director of Public Works)

PAGE: 2
ITEM: 9.B.1.

Discussion

The streetscape elements in this project will add community amenities to a high priority community project that would have otherwise been omitted due to the lack of funds available within the bond project budget. Approval of the City team's request by the AURA Board demonstrates their commitment to the partnership with the City and their recognition of the importance of the Ralston Road corridor improvements to the community. Due to a delay in the project completion, all the street scape work has been moved to this year and needs extension of the IGA agreement that we currently have for 18-ST-40 project.

The extension of the IGA will provide time to pay invoices associated with final payment to the Ralston Road Phase II project as well as complete landscape areas near Garrison Street that were postponed due to ongoing development construction in that area.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Infrastructure. Also, these additional improvements are consistent with AURA's goals to enhance and remediate blighted areas of the city.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-132, A Resolution Authorizing Amendment No. 2 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority to Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40.

Suggested Motion:

I move that R24-132, A Resolution Authorizing Amendment No. 2 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority to Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40, be (approved) (rejected).

Prepared by:
Richard Thomas, Civil Engineer III

Reviewed by:

Approved by:

Chris Lisberg, Assistant City Engineer

11/26/2024

SUBJECT: R24-132, A Resolution Authorizing Amendment No. 2 to an Intergovernmental Agreement by and between the City of Arvada and the Arvada Urban Renewal Authority To Complete Landscape Improvements on Ralston Road – Yukon Street to Garrison Street, City Project No. 18-ST-40 (Presenter: Jacqueline Rhoades, Director of Public Works)

PAGE: 3
ITEM: 9.B.1.

Jacqueline Rhoades, Public Works Director	11/27/2024
Bryan Archer, Director of Finance	11/27/2024
Tammy Hedlund, Legal Specialist	11/27/2024
Kelsy Sargent, Assistant City Attorney	12/5/2024
Don Wick, Deputy City Manager	12/6/2024
Rachel Morris, City Attorney	12/6/2024
Linda Haley, Acting City Manager	12/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-132

A RESOLUTION AUTHORIZING AMENDMENT NO. 2
TO AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY TO
COMPLETE LANDSCAPE IMPROVEMENTS ON RALSTON ROAD – YUKON STREET
TO GARRISON STREET, CITY PROJECT NO. 18-ST-40

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Amendment No. 2, which is in substantially the same form as that attached hereto, by and between the City of Arvada and the Arvada Urban Renewal Authority to extend the term of this intergovernmental agreement regarding the Ralston Road Project until December 31, 2025.

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

APPROVED AND ADOPTED this 16th day of December, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

AMENDMENT NO. 2
TO AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY TO
COMPLETE LANDSCAPE IMPROVEMENTS ON RALSTON ROAD – YUKON
STREET TO GARRISON STREET, CITY PROJECT NO. 18-ST-40

1.0 PARTIES. The parties to this Amendment No. 2 are the City of Arvada, a home rule municipal corporation (“Arvada”) and the Arvada Urban Renewal Authority (“AURA”).

2.0 RECITALS AND PURPOSE.

2.1 On or about September 25, 2020, Arvada and AURA entered into an Intergovernmental Agreement whereby AURA would provide \$3,500,000 to fund the design and construction of streetscape for the Ralston Road Project corridor (“the Original Agreement”). The Original Agreement is not attached hereto but is incorporated herein by reference.

2.2 On or about February 7, 2024, Arvada and AURA entered into Amendment No. 1 to amend Section 3.0 of the Original Agreement to extend the term of the agreement through December 31, 2024 thereby allowing continued contribution by and collaboration with AURA for the Ralston Road Project.

2.3 Pursuant to Section 18.0 of the Original Agreement, either party may seek to amend this Agreement including the Work Plan and budget by providing a written request detailing the terms of the requested amendment. Both Arvada and AURA must approve any amendment for the amendment to take effect.

2.4 The purpose of Amendment No. 2 is to again amend Section 3.0 of the Original Agreement to extend the term of the agreement through December 31, 2025 thereby allowing continued contribution by and collaboration with AURA for the Ralston Road Project.

3.0 COMPENSATION. The compensation amount is not being modified under this Amendment No. 2.

4.0 SCOPE OF SERVICES. The scope of services is not being modified under this Amendment No. 2.

5.0 EXTENSION OF TERM. Section 3.0 is hereby amended to allow the term of the agreement to be extended until **December 31, 2025**.

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 Amendment No. 2 is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment No. 2 shall continue in full force and effect.

10.0 BINDING AUTHORITY. AURA represents and affirms that the signature page hereof accurately states the full legal name of AURA (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of AURA, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Amendment No. 2 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.

EFFECTIVE this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Lauren Simpson, Mayor of Arvada
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

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

By: _____

ARVADA URBAN RENEWAL AUTHORITY

Maureen Phair, Executive Director
5603 Yukon St., Suite B
Arvada, Colorado 80002
mphair@arvada.org



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
9.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: R24-133, A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2025 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens (Presenter: Carrie Espinosa, Housing Manager)

Report in Brief

Presenter: Carrie Espinosa, Housing Manager

The Arvada Human Services Advisory Committee is making a recommendation to the Arvada City Council for the expenditure of \$260,000 in budgeted funds (\$185,000 from the City funds and \$75,000 from the Community Development Block Grant) for a variety of programs determined to provide human services to populations in need by qualified non-profit organizations. These human services may be direct services, information and referrals, or the coordination of other services that assist low and moderate income households. The funding will be distributed through the awarding of grants, executed by the City and a representative of each organization designated to receive funds.

The Arvada team recommends that the City Council approve R24-133, A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2025 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens.

Financial Impact

The total amount available for distribution is \$260,000: \$185,000 from City funds and \$75,000 from Community Development Block Grant (CDBG)

Background

An outreach campaign was initiated in August to inform the public and interested agencies about the availability and application process for the City funding support for qualified programs or services for low and moderate income households. The Human Services Advisory Committee received the grant requests in September as in previous years. Committee members had approximately three weeks to review the applications individually based on the criteria established for the process. Their individual rankings were submitted on the City's online grant management platform. The criteria used in ranking comprises a point system that looks at the following:

- Identified need
- Budget reasonableness
- Benefit to Arvada and its citizens
- Leveraging other funds
- Agency experience
- Duplication of services
- Collaborating with other agencies
- Measurable outcomes
- Alignment with city strategic priorities
- Program sustainability

The Committee met on September 24, 2024 to review the ranking and related information and agreed on the applicants to recommend funding and the amounts. Every applicant recommended for funding must be a qualified non-profit entity and propose a program or service that primarily benefits low—and moderate-income households.

On November 11, 2024, City staff and Human Services Advisory Committee members presented the funding recommendations to the Arvada City Council. At the meeting, two members of the Arvada City Council suggested that the Human Services Advisory Committee reconsider the recommendation to fund the Food Bank of the Rockies and instead increase the amount of funding awarded to the Community Table, a local food pantry.

The Arvada City Council appoints the members of the Human Services Advisory Committee and the Committee understands that they serve at the pleasure of the City Council. The Committee understands that the City Council may reject or modify the funding recommendations. The Human Services Advisory Committee believes that the Food Bank of the Rockies provides critical support to a variety of organizations serving Arvadans and recommends a grant of \$10,000. The Committee understands that the Arvada City Council may reject the recommendation to approve the Food Bank of the Rockies (and others) and make a motion to reallocate funding to another organization.

Discussion

The 2025 Human Services Funding application cycle received 28 applications with a total request of \$839,820. Of the 28 applications, 20 are recommended by the Human Services Advisory Committee for funding. This resolution would authorize the expenditure of Human Services funding as follows for the 20 applications:

- \$27,500 to Carin Clinic for Primary Healthcare for low-income children
- \$27,500 to Project Angel Heart for medically tailored meals for people experiencing illness
- \$20,000 to Seniors' Resource Center to support older adults
- \$20,000 to Mission Arvada for housing placement and ongoing housing support services
- \$17,500 to Archway Communities
- \$17,500 to Community Table for its assistance programs
- \$15,000 to Jefferson Center for mental health and substance use treatment services
- \$15,000 to Ralston House for child advocacy services
- \$10,000 to A Precious Child
- \$10,000 to Community Table for emergency food assistance
- \$10,000 to Beyond Home for self-sufficiency services
- \$10,000 to Family Tree for homelessness services
- \$10,000 to Hope House for self-sufficiency programs for teen mothers
- \$10,000 to Food Bank of the Rockies
- \$10,000 to The Action Center for rental assistance
- \$7,500 to Volunteers of America for the Meals on Wheels program
- \$7,500 to Hands of the Carpenter
- \$5,000 to Sunshine Home Share
- \$5,000 Audio Information Network
- \$5,000 to CASA of Jefferson/Gilpin Counties

Of the 28 applications, eight are not recommended for funding: Angel Eyes, Arvada Vitality Alliance, Benefits in Action, Colorado Handball Association, Dignity Project, Hope Connection and Community, Jefferson Center's Medicaid Unwind Program, and the Special Olympic Colorado.

The 2025 Human Services application cycle had five more applications than 2024 and an over \$295,000 increase in the total funding request, while Human Services funding remained at \$260,000. With this year's cycle's increased competitiveness, the

Advisory Committee prioritized its decisions on the overall application score, alignment with the City Council Strategy, service application, and the number of Arvada residents served.

Public Contact

The organizations that applied for funds will be notified of the City Council-approved funding amounts.

Posting of the City Council Agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action facilitates the allocation of resources that will support community and human services programs. Therefore, this action aligns with the following Arvada City Council Strategic Results:

- Homelessness: Collaborate and coordinate with nonprofits, local organizations, and regional governments to advance services to individuals experiencing homelessness or at risk of experiencing homelessness.
- Housing: Improve access to diverse, safe, and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.
- Quality of Life: Foster an accessible and inclusive community that preserves and improves quality of life and ensures a safe and thriving place for all community members.

Alternative Courses of Action

The Arvada City Council may reject or modify the recommendations of the Arvada Human Services Advisory Committee.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-133, A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2025 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens

Suggested Motion:

I move that R24-133, A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2025 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens, be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources

11/25/2024

SUBJECT: R24-133, A Resolution Authorizing the Expenditure of City of Arvada Human Services Funding Pool Funds for 2025 to Agencies Providing Emergency Help, Program Assistance, and Other Assistance to Arvada Citizens (Presenter: Carrie Espinosa, Housing Manager)

PAGE: 4
ITEM: 9.B.2.

Jessica Garner, Director of Community and Economic Development	11/25/2024
Tammy Hedlund, Legal Specialist	11/25/2024
Janelle Miller, Assistant City Attorney	11/27/2024
Rachel Morris, City Attorney	11/27/2024
Linda Haley, Acting City Manager	11/27/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-133

A RESOLUTION AUTHORIZING THE EXPENDITURE OF CITY OF ARVADA HUMAN SERVICES FUNDING POOL FUNDS FOR 2025 TO AGENCIES PROVIDING EMERGENCY HELP, PROGRAM ASSISTANCE, AND OTHER ASSISTANCE TO ARVADA CITIZENS

WHEREAS, Arvada Human Services Advisory Committee has submitted a recommendation to the Arvada City Council for the expenditure of \$260,000 in budgeted funds (\$185,000 from City funds and \$75,000 from the Community Development Block Grant) for a variety of programs determined to provide human services to populations in need by qualified non-profit organizations; and

WHEREAS, the City Council reviewed the recommendations of the Arvada Human Services Advisory Committee for the allocation of the funding pool monies and approves the recommendations.

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

Section 1. The City Council for the City of Arvada hereby authorizes the expenditure of Human Services Funding Pool monies as follows:

- **\$27,500.00** to **Carin Clinic** for health care services for low-income children.
- **\$27,500.00** to **Project Angel Heart** for home delivered, medically tailored meals for Arvada residents living with severe illnesses.
- **\$20,000.00** to **Seniors' Resource Center, Inc.** for the provision of services to support older adults' wellbeing and independence in Arvada
- **\$20,000.00** to **Arvada Baptist Church (d/b/a Mission Arvada)** for eviction prevention services, including case management and support for newly housed clients.
- **\$17,500.00** to **Archway Communities, Inc.** for comprehensive support services for low to moderate income residents living in Archway Communities.
- **\$17,500.00** to **The Arvada Community Food Bank, Inc. (d/b/a Community Table)** for various assistance programs.
- **\$15,000.00** to **Jefferson Center for Mental Health** for mental health and substance use treatment services for underserved Arvada residents.
- **\$15,000.00** to **Ralston House** for child advocacy services.
- **\$10,000.00** to **Jeffco Action Center, Inc. (d/b/a The Action Center)** to support housing stability in Arvada through The Action Center's rental assistance program.
- **\$10,000.00** to **Hope House of Colorado (d/b/a Hope House Colorado)** for free self-sufficiency programs for teenage mothers.
- **\$10,000.00** to **Food Bank of the Rockies, Inc.** for the purchase of fresh produce.
- **\$10,000.00** to **Family Tree, Inc.** for homelessness programs.
- **\$10,000.00** to **Colorado Homeless Services, Inc. (d/b/a BeyondHome)** for the

BeyondHome self-sufficiency program.

- **\$10,000.00** to **The Arvada Community Food Bank, Inc. (d/b/a Community Table)** for emergency food assistance.
- **\$10,000.00** to **A Precious Child, Inc.** for the Empowerment Resource Center program.
- **\$7,500.00** to **Volunteers of America Colorado Branch** for the Meals on Wheels program.
- **\$7,500.00** to **Hands of the Carpenter** for automotive services for single mothers.
- **\$5,000.00** to **Sunshine Home Share Colorado** for home-sharing services.
- **\$5,000.00** to **CASA of Jefferson and Gilpin Counties** for the Youth Alliance program.
- **\$5,000.00** to **Audio Information Network of Colorado, Inc. (d/b/a Aftersight)** for information equity services for people with vision loss or blindness.

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

APPROVED AND ADOPTED this 16th day of December, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

Organization Name	Project Name	Score	2024 Award
Seniors' Resource Center, Inc .	SRC: Providing Services to Support Older Adults' Wellbeing and Independ	93%	\$20,000
Carin' Clinic	Primary health care for low-income children	96%	\$20,000
Project Angel Heart	Home-Delivered Medically Tailored Meals for City of Arvada Residents Livi	87%	
Audio Information Network of Colorado	Information Equity for people with Vision loss or Blindness	79%	
CASA of Jefferson and Gilpin Counties	CASA Jeffco/Gilpin Youth Alliance	83%	
Sunshine Home Share Colorado	Home Sharing Creates Affordable Housing, Economic Stability and Suppor	79%	
Hands of The Carpenter	Automotive Services for Single Mothers	88%	
Volunteers of America Colorado	Volunteers of America Colorado Meals on Wheels	88%	\$12,000
A Precious Child	Family Stability - Empowerment Resource Center program	94%	
Arvada Community Food Bank, Inc. dba	Emergency Food Assistance	91%	\$40,000
BeyondHome	BeyondHome Self-Sufficiency Program	88%	\$20,000
Family Tree, Inc.	Family Tree Homelessness Program	91%	\$15,000
Food Bank of the Rockies	Fresh produce purchasing for the City of Arvada	91%	
Hope House Colorado	Free Self-Sufficiency Programs for Teen Moms	92%	\$20,000
The Action Center	The Action Center's Rental Assistance Program: Supporting Housing Stabi	90%	\$28,000
Jefferson Center for Mental Health	Mental Health and Substance Use Treatment Services for Underserved Ar	93%	\$15,000
Ralston House	Ralston House Child Advocacy Center	94%	\$20,000
Archway Communities	Comprehensive Supportive Services for Low to Moderate-Income Residen	86%	
Arvada Community Food Bank, Inc. dba	Assistance Programs	82%	\$25,000
Mission Arvada of The Rising Church	Eviction Prevention: Case Management and Support for Newly Housed Cli	90%	\$25,000
Angel Eyes	Angel Eyes Child Loss Grief Support Program	78%	
Arvada Vitality Alliance	High School Resource Initiative	65%	
Benefits in Action	Connecting the most Vulnerable to Public Benefits	79%	
Colorado Handball Association	Junior Nationals Handball 2024/2025	43%	
Dignity Project DBA Showers For All	Shower Services at Community Table Arvada	84%	
Hope Connection and Community	Eat Well / Live Well Grocery Program	63%	
Jefferson Center for Mental Health	Medicaid Unwind	87%	
Special Olympics Colorado	Inclusive Sports & Fitness for Arvada Residents of Diverse Abilities	85%	
Total			\$260,000

2025 Federal Award Ca
Difference

Federal	Non-Federal	2025 Federal Grant	2025 Non-
\$20,000	\$5,000.00	\$20,000	
\$30,000	\$10,000.00	\$27,500	
\$30,000	\$30,000.00	\$27,500	
	\$10,000.00		\$5,000
	\$10,000.00		\$5,000
\$8,000	\$2,000.00		\$5,000
	\$10,000.00		\$7,500
	\$19,000.00		\$7,500
	\$20,000.00		\$10,000
	\$50,000.00		\$10,000
\$45,000	\$25,000.00		\$10,000
	\$20,000.00		\$10,000
	\$10,000.00		\$10,000
	\$25,000.00		\$10,000
	\$30,000.00		\$10,000
	\$26,620.00		\$15,000
	\$25,000.00		\$15,000
\$50,000	\$50,000.00		\$17,500
	\$35,000.00		\$17,500
	\$35,000.00		\$20,000
	\$7,200.00		
	\$10,000.00		
\$75,000			
	\$15,000.00		
	\$5,000.00		
	\$12,000.00		
\$75,000			
	\$10,000.00		
\$333,000	\$506,820	\$75,000	\$185,000

\$75,000	2025 Award Cap	\$185,000
\$0	Difference	\$0



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
9.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: R24-134, A Resolution Authorizing a Memorandum of Understanding between the City of Arvada and Jefferson County School District R-1 Related to Creation of a Public Safety Educational Program
(Presenter: Aaron Jacks, Sr. Asst. City Attorney)

Report in Brief

PRESENTER: Sr. Asst. City Attorney Aaron Jacks

The Arvada Police Department ("APD") cooperates with Jefferson County School District R-1 ("R-1") on a variety of matters related to school safety and training, including the APD's School Resource Officer program and cooperative school safety training efforts held at R-1's DeAngelis Training Center.

R-1 is in the early stages of creating a future public safety educational program which will provide education and training opportunities to the next generation of R-1 students who aspire to become law enforcement officers and/or first responders.

This Memorandum of Understanding (MOU), an intergovernmental agreement subject to council approval by resolution, provides basic terms under which the APD will participate with R-1 in this endeavor.

The Arvada team recommends that the City Council approve R24-134, A Resolution Authorizing a Memorandum of Understanding between the City of Arvada and Jefferson County School District R-1 Related to Creation of a Public Safety Educational Program.

Financial Impact

This MOU has no financial impact. It expressly provides that there are no funds payable between the APD and R-1. All work that may be done by APD personnel related to this MOU will be within normal work hours and existing budgets.

Background

The APD regularly engages with R-1 on a variety of issues ranging from criminal investigations and emergency response to school safety trainings. R-1 is in the early stages of creating an educational program, to be located at the former Moore Middle School on 88th Avenue, which will educate interested students in areas related to law enforcement and EMS careers.

R-1 has reached out to area law enforcement and EMS agencies seeking participation to develop the program. At this point, this MOU sets only basic terms under which the APD and R-1 will cooperate. APD initially will participate in program development and will permit R-1 to utilize APD logos, along with those of other Jeffco agencies, to publicize R-1's efforts.

Discussion

As council is aware, the APD and law enforcement agencies across Colorado continue to face challenges related to recruitment and retention of high quality police officers. The APD is hopeful that its participation with R-1's efforts to create a public safety program will provide an avenue for potential future police recruits to engage and learn about law enforcement and first responder careers during high school.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

na

Strategic Alignment

This MOU aligns with the City's Safety Community strategies by supporting efforts to educate potential future candidates for the APD and other EMS providers who serve the Arvada community.

Alternative Courses of Action

na

Recommendation for Action

na

Suggested Motion:

I move that R24-134, A Resolution Authorizing a Memorandum of Understanding between the City of Arvada and Jefferson County School District R-1 Related to Creation of a Public Safety Educational Program, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	11/20/2024
Edward Brady, Police Chief	11/21/2024
Rachel Morris, City Attorney	11/26/2024
Linda Haley, Acting City Manager	11/26/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-134

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ARVADA AND JEFFERSON COUNTY SCHOOL DISTRICT R-1 RELATED
TO CREATION OF A PUBLIC SAFETY EDUCATIONAL PROGRAM

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Memorandum of Understanding between the City of Arvada and Jefferson County School District R-1, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 16th day of December, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____



MEMORANDUM OF UNDERSTANDING

-----COVER AND SIGNATURE PAGE-----

<u>ORGANIZATION:</u> CITY OF ARVADA 8101 Ralston Road Arvada, CO 80002 For and on behalf of the Arvada Police Department <u>Legal Notices to the attention of:</u> Rachel Morris, City Attorney Edward Brady, Chief of Police	<u>DISTRICT:</u> JEFFERSON COUNTY SCHOOL DISTRICT R-1 1829 Denver West Dr. Bldg. 27, Golden, CO 80401 For and on behalf of the following School or department: <u>Notices to be sent to the attention of:</u> General Counsel And
<u>PURPOSE AND SCOPE:</u> See Exhibit A - Project Description I.	<u>INITIAL AGREEMENT END DATE:</u> (check as applicable): ☐ June 30 of 20__ ☒ 36 months from the Effective Date

Signatures

The Parties agree to the terms and conditions set forth herein by signing below. Individuals signing on behalf of each Party represent and warrant that they are authorized to execute this Agreement on behalf of the Party for which they are signing.

<u>ORGANIZATION:</u> _____ <i>Signature</i> By: Lauren Simpson <i>Name of Person Signing</i> Title: Mayor, City of Arvada _____ _____ <i>Date of Organization Representative Signature</i>	<u>DISTRICT:</u> _____ <i>Signature</i> By: _____ <i>Name of Person Signing</i> Title: _____ _____ <i>Date of District Representative Signature</i>
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EFFECTIVE DATE: The Effective Date of the Agreement is the date of signature of the last Party to sign.

APPROVED AS TO FORM:

ATTEST:

Rachel A. Morris, City Attorney

By: _____

 City Clerk

Org Name:

For sufficient consideration, the **District** and the **Organization**, both identified on the above **Cover and Signature Page**, agree to the terms of this Agreement by signing on the **Cover and Signature Page**.

AGREEMENT TERMS AND CONDITIONS

- 1. Purpose and Scope.** The purpose and scope of the Agreement are as described in **Exhibit A – Project Description I**. The Services and Duties shall not exceed the purpose and scope as specified.
- 2. Definitions.** Capitalized terms used throughout the Agreement that are not otherwise capitalized because of English grammar rules, have the meaning given to them either when first defined or as specified in the Agreement section titled **Definitions**.
- 3. Project.**
 - 3.1. Agreement and Project.** The main portion of this Agreement establishes the relationship between the Parties. **EXHIBIT A – Project Description I** attached hereto and incorporated herein describes the specific Project.
 - 3.2. Parties' Duties.** The Organization and the District each shall perform the Services and Duties described in the main portion of this Agreement and in **EXHIBIT A – Project Description I**.
 - 3.3. Licensing.** The Organization shall have and, while the Agreement is in effect, maintain all professional and other licenses, certifications, and permits required for and shall comply with all legal and regulatory requirements for performance under the Agreement.
- 4. Term and Renewal.**
 - 4.1. Initial Agreement Term.** The Agreement is in effect for an initial Term from the Effective Date through the date specified as the Initial Agreement End Date on the **Cover and Signature Page**. The Agreement may be renewed or terminated in accordance with the terms of the Agreement.
 - 4.2. Renewal by Agreement.** The District and Organization may renew the Agreement for additional renewal Terms. To enter into a renewal Term, the parties may execute an **Agreement to Renew** on a form that the District prepares. Each subsequently executed **Agreement to Renew** will become a part of and be governed by the Agreement.
- 5. Insurance of Organization.**
 - 5.1. Requirement to Maintain Insurance.** The Parties shall maintain at all times, while the Agreement is in effect, policies of insurance to cover liability, claims, demands, and other obligations of each Party under the Agreement as is required by law applicable to each Party and as is reasonable and customary for the size and nature of each Party's organization.
 - 5.2. Public Entities.** If the Organization is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. ("GIA"), or if the Institution is a public entity under the laws of any state other than Colorado or under federal or any tribal laws, the Organization shall maintain at all times during the term of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities in general and under the GIA or such other governmental immunity laws applicable to the Organization.
- 6. Data Protection.**
 - 6.1. Ownership of Information.** The Parties own their respective Information, all now known or hereafter existing intellectual property rights associated with the Information, and any derivative works thereof or modification thereto, including, without limitation, De-Identified Data. The Parties continue to own all Information that each Party may share with or disclose to the other Party or Party Delegates in connection with performing its duties under the Agreement.
 - 6.2. Use of Information and Data.** Each Party shall use and maintain the other Party's Information and Data for the sole and exclusive benefit of that Party or as allowed in **EXHIBIT A – Project Description I**, only as necessary to perform under the Agreement, and only in compliance with all applicable laws. Each Party hereby grants to the other Party a limited, nonexclusive license to use that Party's Information and Data solely for the purpose of performing obligations specified in the Agreement.
 - 6.3. Prohibited Uses of Information and Data.** The Parties shall NOT do any of the following, except as

required by law, as permitted in the Agreement, or as may expressly be permitted in writing after written request to the other Party's Legal Notice recipient:

6.3.1. Use or sell the Party's name, logos, or reputation.

6.3.2. Use Data:

6.3.2.1. As disclosure to any person not a Party outside of what may be required to perform under the Agreement.

6.3.2.2. To conduct external research as governed by District Policy IGB and IGB-R.

6.3.2.3. To advertise or market to or conduct surveys or other research on Students, families, District employees, or other District constituents.

6.3.2.4. In a manner that is inconsistent with each Party's privacy policies then in effect, if any.

6.4. Volunteer Agreements. The Parties shall on behalf of their employees, agents, Subcontractors, and Organization Delegates, who perform the Services and Duties of or are otherwise engaged in connection with the Agreement, execute such confidentiality, non-disclosure, or data sharing agreements as the other Party may require from time to time and as may also be listed in **EXHIBIT A – Project Description I.**

6.5. Information and Data Destruction. Each Party shall destroy the other Party's Information and Data in its possession and cause the secure destruction of all such Information and Data in the possession of its Subcontractors or Organization Delegates within 10 calendar days after receiving a written request from the Party that owns the Data and as more specifically described in the Agreement section titled Termination, Default, and Remedies/Obligations at Termination. "Securely destroy" means to remove Information and Data from the Party's systems, paper files, records, databases, and any other media regardless of format, so that Information and Data is permanently irretrievable in the normal course of business.

7. Order of Precedence. If there is a conflict or inconsistency between or among any of the Agreement Documents, it shall be resolved in the following order of priority.

7.1. Additional Terms in the main body of the Agreement; then

7.2. The remainder of the main body of the Agreement; then

7.3. **EXHIBIT A – Project Description I;** then

7.4. Executed **Renewal Agreements** in reverse chronological order.

8. Representations. Each Party represents that it:

8.1. Is competent, capable, qualified, and legally authorized to cooperate in provision of the Services and Duties.

8.2. Maintains the licensing, certificates, and other credentials required by law to perform the Services and Duties.

8.3. Has full authority under applicable law to execute and deliver the Agreement.

9. Termination and Remedies.

9.1. Termination – No Default. Either Party may terminate the Agreement at any time, if the Party determines that termination is in its best interest. If a Party elects to terminate under this provision, the Party shall send written notice to the other Party. The notice shall include the date, no less than 10 calendar days after the other Party receives the notice, when termination will become effective.

9.2. Events of Default by a Party. It is an event of default if a Party does not perform its duties as agreed or if a representation or warranty made under the Agreement is not true as of the date made.

9.3. Remedies. In the event of default, and after the non-defaulting Party has given notice to the defaulting Party, and the defaulting Party has failed to cure the default, the non-defaulting Party may terminate the Agreement.

10. General Contract Terms.

10.1. Assignment. Either Party may assign or subcontract its rights and obligations hereunder only with the express prior written consent of the other Party, except as prohibited by law.

10.2. Binding Effect. This Agreement binds the Parties and their respective successors and assigns.

- 10.3.** Captions and References. The captions and headings are for reference only.
- 10.4.** Counterparts. The Agreement, and any amendments, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photocopies, scans, electronic signatures, and facsimiles of executing signatures are valid evidence of execution.
- 10.5.** Entire Understanding. The Agreement represents the complete integration of all understandings between the Parties related to the Services and Duties and the subject matter of this Agreement.
- 10.6.** Independent Entities. The Parties remain independent entities for all purposes; no joint entity is created by operation of this Agreement.. Employees, agents, Subcontractors and Organization Delegates of either Party are NOT employees of the other Party.
- 10.7.** Modification. The Agreement can only be modified in writing executed by both Parties or as otherwise provided in the Agreement.
- 10.8.** Notices, Legal. All notices that the Agreement or law require shall be in writing and are referred to as Legal Notices.
- 10.9.** Method of Giving Notice. Legal Notice is accomplished by delivery of the written notice to the Legal Notice Recipient at the address listed for the Legal Notice Recipient as follows:
- 10.9.1.1. Personal service; or
 - 10.9.1.2. Trackable delivery service (for example and without limitation: USPS priority or express mail; UPS; DHL; or FedEx).
- 10.10.** Notification of Legal Process. In the event either Party becomes subject to legal process (e.g. without limitation, subpoenas, interrogatories, or pleadings) that relates to the Agreement or such Party's performance under the Agreement, or compels or will compel the Party to disclose the other Party's Data, the Party subject to such legal process shall notify the other Party in writing within 7 calendar days after it receives such legal process. The notice shall include sufficient information for the other Party to take timely legal action to protect such Party's interests. This provision survives the termination of the Agreement.
- 10.11.** No Third-Party Beneficiaries. The Agreement does not give any rights or benefits to anyone other than the Parties.
- 10.12.** Severability. If a court of competent jurisdiction rules any Agreement provision to be invalid or illegal, such ruling shall have no effect upon the remaining provisions, which shall be considered legally binding and given full effect.
- 10.13.** Survival of Certain Agreement Terms. Any provision of the Agreement that imposes an obligation on a Party after termination or expiration of the Agreement survives the termination or expiration of the Agreement and is enforceable by the other Party.
- 10.14.** Waiver. A Party's failure to assert any rights or remedies, or a Party's waiver of its rights or remedies by a course of dealing or otherwise, shall not be deemed to be a waiver of any other right or remedy under the Agreement.

11. Additional Terms.

- 11.1.** Availability of Funds and Constitutional Limitations on Debt. Financial obligations of either Party payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 11.2.** Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations in effect as of the Effective Date or thereafter established, including, without limitation: laws, rules, and regulations (i) applicable to discrimination and unfair employment practices; and (ii) that require the protection of personal identifying information.
- 11.3.** Conflict of Interest. Each Party hereby acknowledges that it (i) has no personal or financial interest in the Agreement (other than any payment or fee to be earned thereunder); (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance under the Agreement; and (iii) does not and will not employ or engage any person with a personal or financial interest in the project requiring the Services and Duties under the Agreement.
- 11.4.** Criminal Record Certification. Where required by laws, each Party shall complete a criminal

records search on any Party employee, agent, Party Delegate, or Subcontractor who are involved in providing the Services and Duties. Organization's employees, Subcontractors, Organization Delegates, and other agents of the Organization, if any, who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, are prohibited from working with District students as provided by law. The Organization shall conduct criminal background checks in accordance with Colorado laws applicable to hiring law enforcement personnel and, to the extent applicable, consistent the federal Equal Employment Opportunity Commission's guidance titled "Consideration of arrest and Conviction Records in Employment Decisions under Title 7 of the Civil Rights Act of 1964," issued 4/25/2012 and as amended from time to time.

- 11.5. Governing Law, Jurisdiction and Venue. Colorado law governs this Agreement.
- 11.6. Governmental Immunity. No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S.
- 11.7. RESERVED.
- 11.8. Open Records Law/CORA. The Colorado Open Records Act, CRS § 24-72-100.1 *et seq.*, as amended from time to time, applies to the Agreement, and the records and reports generated thereunder, to the extent not prohibited by federal law.
- 11.9. Student Data. In the course of performing the Services and Duties, the Organization may gain access to District Data relating to Students, even though the Services and the Duties may not require it. In this case, to the extent applicable to Organization's access to District Data, the Organization shall comply with the requirements in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR Part 99, concerning the confidentiality and release of student records and data, as reflected in District Policy JRA/JRC; and with the provisions of 20 U.S.C. § 1232h, as reflected in District Policy JLDAC, concerning the need to obtain written consent of the parent prior to subjecting a student to a certain manner of survey, analysis, or evaluation, and concerning the provision of psychological services. The Organization shall comply with the Colorado Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 *et seq.*, as applicable. The Organization acknowledges that under applicable law, officers, employees, and agents who access the education records and personally identifiable information of District students, as such access relates to this Agreement, may use such information only for the purposes of providing Services and Duties under the Agreement; that the Organization is prohibited from re-disclosing such information to third parties and shall use reasonable methods to ensure to the greatest extent practicable that such records and data are protected from further disclosure; and that Organization shall destroy any such information when the Agreement is terminated or when the information is no longer needed to provide the Services and Duties.
- 11.10. Taxes and Fees. Each Party is exempt from the payment of any state, and most municipal, sales and use taxes.
- 11.11. Void ab initio. A term or condition in this Agreement is *void ab initio* if the term or condition:
 - 11.11.1. Requires either Party to indemnify or hold harmless the other Party or another person; or
 - 11.11.2. Specifies that either Party agrees to binding arbitration or to any other binding extra-judicial dispute resolution process; or
 - 11.11.3. Specifies that either Party agrees to limit liability of another person for bodily injury, death, or damage to property of either Party that is caused by the negligence or willful misconduct of the person or of the person's employees or agents; or
 - 11.11.4. Purports to waive, alter, or limit the application of any provision of the "Colorado Governmental Immunity Act" CRS title 24, article 10; or
 - 11.11.5. Purports to waive, alter, or limit the application of the "Student Data Transparency and Security Act", CRS title 22, article 16; the provisions of CRS § 6-1-713 and § 6-1-713.5 relating to protection and disposal of personal identifying information; the provisions of CRS of title 24 article 73 relating to security breaches and personal information; or, the "Colorado Privacy Act", CRS title 6, article 1, part 13; or

- 11.11.6. Conflicts with Colorado law or rules promulgated pursuant to Colorado law or conflicts with any provision required to be included or deemed to be included in a public school contract by subsection (2)(d) of CRS §22-1-135 as of the Effective Date; or
- 11.11.7. Constitutes a waiver of jury trial or other legal right of either Party.

12. Definitions. In addition to other capitalized terms defined elsewhere in the Agreement, the following terms shall have the following meanings:

- 12.1. *“Agreement”* means this **Memorandum Of Understanding**, together with all Agreement Documents.
- 12.2. *“Agreement Document”* means each and the combination of the following parts of the Agreement, all of which together form one agreement.
 - 12.2.1. The main body of the Agreement.
 - 12.2.2. **EXHIBIT A – Project Description I.**
 - 12.2.3. Each executed **Renewal Agreement**.
- 12.3. *“Information and Data”* means any and all information, data, Record, specification, software code, ideas, documents, District Data (if any), or other material, in any form and on any media, including but not limited, to any such information that may belong to or affect third persons not a Party, which a Party may receive from the other Party.
- 12.4. *“Effective Date”* means the date when both Parties execute the Agreement, and if they execute on different days, it means the latest of those dates.
- 12.5. *“Fiscal Year”* means the 12 months’ period that starts on July 1 of each calendar year and ends on June 30 of the following calendar year.
- 12.6. *“Organization Delegate”* means any person who (1) participates in the performance of the Organization’s Services and Duties, (2) is not a Party, and (3) is not an employee, agent, or Subcontractor of the Organization, and may be a college student if the Organization is an institution of higher education, a citizen volunteer, if the Organization functions through volunteers, and any other such person acting through the Organization.
- 12.7. *“Party”* means the District or the Organization, and the plural means both the District and the Organization.
- 12.8. *“Project”* means the program, project, activities, and events that is the subject matter of the Agreement.
- 12.9. *“School”* means any school or department within and belonging to the District.
- 12.10. *“Services and Duties”* means the services and work the Organization and the District are performing in accordance with the Agreement.
- 12.11. *“Subcontractor”* means persons not a Party engaged by the Organization to aid in the performance of the Services and Duties.
- 12.12. *“Term”* means any period of time that the Parties have agreed for the Agreement to be in effect, and includes the initial Term and any renewal Term, as that term is used in the section labeled “Term and Renewal.”

EXHIBIT A – Project Description I

Background

The District is creating a Public Safety Academy with a mission to develop the next generation of public safety professionals through best practice training, dynamic mentorship, and exposure to professional experiences in the field of public safety delivered by both public safety professionals and experienced educators in a manner that builds academic, technical, and durable skills, including collaboration, leadership, fortitude, character, and critical thinking, in addition to physical fitness and respect for the rule of law. The Organization is a public safety/law enforcement agency with expertise in the skills necessary for successful public safety professionals. The Organization seeks to collaborate with the District in developing the Public Safety Academy to educate the next generation of public safety professionals and advance its mission in the community. The District seeks the Organization's expertise to optimize its students' education and preparation for public safety careers.

Purpose and Project Goals

The Public Safety Academy Project will be completed in phases, each of which will have its own separate project description between the Parties. This stage governs the initial development and fundraising phase.

For this phase, the Organization is collaborating in the development of the Public Safety Academy by allowing the District to use its name, logo, badge, flag, or other mark of the Organization to fund raise and otherwise publicly market the Public Safety Academy.

Payments

There is no money payable between the Parties. Each Party shall bear their own costs and expenses incurred as a result of performing under the Agreement.

Designation of Coordinators

The Parties designate the following individuals or holders of office or title as Coordinators for their respective Party. Coordinators shall cooperate and coordinate their efforts to implement the goals and purposes of the Agreement and the Project. Each Party may replace their respective Coordinator or add additional coordinators at any time by sending written notice to the other Party's Coordinator.

For the District:

Madalena DeAndrea, Senior Manager of Strategic Projects, Recovery, & Resiliency
Department of School Safety, Jeffco Public Schools
1829 Denver West Dr.
Bldg. 27, Golden, CO 80401
303-982-2489
Madalena.DeAndrea@jeffco.k12.co.us

For the Organization:

Commander Jason Ammon
8101 Ralston Road
Arvada, CO 80002
720-898-6846
jammon@arvada.org



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
9.B.4.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: R24-135, A Resolution Authorizing an Agreement Between the City of Arvada and Sandpiper Arvada, LLC for Emergency Sheltering Not to Exceed \$1,134,000.00 (Presenter: Carrie Espinosa, Housing Manager)

Report in Brief

Presenter: Carrie Espinosa

On January 8, 2024, the Arvada City Council approved an intergovernmental agreement between the City of Arvada and the Colorado Department of Local Affairs (DOLA) for \$1,914,000.00 under the Transformational Homelessness Response Grant Program. The DOLA Transformational Homelessness Response Grant includes funding from the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act. Arvada intends to use the funds from the DOLA Transformational Homelessness Response Grant, in part, to provide emergency sheltering for individuals and families within the Arvada community. Arvada will provide emergency sheltering in the form of motel rooms and is interested in partnering with Sandpiper Arvada, LLC (d/b/a Suburban Studios Denver Central- Arvada) to rent up to 35 rooms at the motel over a period not to exceed 24 months. Services at the motel will be provided by the City's homelessness resolution case managers.

The Arvada team recommends approval of R24-135, A Resolution Authorizing an Agreement Between the City of Arvada and Sandpiper Arvada, LLC for Emergency Sheltering Not to Exceed \$1,134,000.00.

Financial Impact

The source of funds for this agreement is Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act and received from the Colorado Department of Local Affairs. The total grant funds to be used for emergency shelter and bridge housing is \$1,134,000.00 and the funds must be expended before December 31, 2026.

Background

On January 8, 2024, the Arvada City Council approved an intergovernmental agreement between the City of Arvada and the Colorado Department of Local Affairs (DOLA) for \$1,914,000.00 under the Transformational Homelessness Response Grant Program. The grant funds allow the City to increase resources and services to the unhoused community and will be used to address the following needs:

- Street outreach- The City of Arvada selected Family Tree to provide street outreach services in Arvada. This service will be launched in the coming weeks.
- Bridge Housing—The City is creating a bridge housing service that temporarily places people in motel rooms while they finalize their permanent housing solution.
- Emergency shelter—The City received funding to support emergency sheltering in Arvada by renting 30-35 motel rooms to people experiencing homelessness. Individuals would be allowed to stay in the motel for an average of 30-45 days to allow the City's homeless resolution case managers time to identify a longer-term housing solution.

In July 2024, the City issued a Request for Proposals (RFP) from motel owners interested in partnering with the City for emergency shelter and bridge housing. The City received one proposal from a motel in Wheat Ridge. After much discussion between the owner and the cities of Wheat Ridge and Arvada, the owner declined the agreement with Arvada.

In September 2024, staff re-issued the RFP and received one proposal from the owner of the Extended Suburban Studios located at 64th and Sheridan in Arvada. The City team is interested in executing an agreement with the Extended Suburban Studios to secure up to 35 rooms a night for emergency shelter and bridge housing purposes. Staff feels the partnership with the Extended Suburban Studios is beneficial for the following reasons:

- Security- The Extended Suburban Stay will hire a security team that will be onsite daily from 11pm-7am. Guests who do not abide by the motel rules must leave the premises.
- Accountability- The City's homelessness resolution case managers will be on site 20-30 hours per week, meeting with the motel guests and creating plans to assist individuals in taking steps to secure long-term housing. Shelter guests will be required to meet with the case managers regularly to create a personalized and actionable plan that targets the root causes of their housing instability and will need to continue to show progress with this plan. If the clients in the hotel are causing problems at the motel or within the community, then they will be asked to leave and cannot utilize this resource.

If the City Council approves the agreement, emergency shelter and bridge housing services will commence January 2025.

Discussion

The City team believes that executing an agreement with Extended Suburban Stay is the best option for emergency shelter at this time. The motel is local, allowing for ease of service delivery, and the owners are cooperative and supportive of the services offered. This partnership would allow for a temporary solution while the City strives to identify long-term strategies to address homelessness.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This agenda item aligns with the following Arvada City Council Strategic Results:

- Homelessness: Collaborate and coordinate with nonprofits, local organizations, and regional governments to advance services to individuals experiencing homelessness or at risk of experiencing homelessness.
- Housing: Improve access to diverse, safe, and affordable housing options and programs, providing residents with opportunities to obtain housing that meets their needs in all phases of life.
- Quality of Life: Foster an accessible and inclusive community that preserves and improves quality of life and ensures a safe and thriving place for all community members.

Alternative Courses of Action

If the Arvada City Council approves the agreement, emergency shelter and bridge housing services will be offered starting January 2025.

If the Arvada City Council rejects the agreement with the Extended Suburban Studios, there are two alternative courses of action:

1. The Extended Suburban Studios is the only motel option in Arvada. Renting motel rooms in other municipalities is a politically sensitive topic. If the Arvada City Council does not approve of the City team partnering with an Arvada motel, staff needs the assistance of the Council to engage leaders in other communities to discuss the potential for Arvada to rent motel rooms in their communities. In the last RFP, Extended Suburban Studios was the only motel that submitted a proposal.
2. The grant was awarded for the specific use of renting rooms at a motel and cannot be used for another purpose. If the City cannot identify a motel to partner with, the City can return approximately \$1.1 million in grant funds to the Colorado Department of Local Affairs. This would allow DOLA time to award the funds to another grantee. This option is not ideal since returning this grant may hinder the city from obtaining funding in the future for these efforts.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-135, A Resolution Authorizing an Agreement Between the City of Arvada and Sandpiper Arvada, LLC for Emergency Sheltering Not to Exceed \$1,134,000.00.

Suggested Motion:

I move that R24-135, A Resolution Authorizing an Agreement Between the City of Arvada and Sandpiper Arvada, LLC for Emergency Sheltering Not to Exceed \$1,134,000.00, **be (approved) (rejected)**.

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	11/25/2024
Jessica Garner, Director of Community and Economic Development	11/25/2024
Tammy Hedlund, Legal Specialist	11/26/2024
Emily Grogg, Senior Assistant City Attorney	11/27/2024
Rachel Morris, City Attorney	11/27/2024
Linda Haley, Acting City Manager	11/27/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-135

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA
AND SANDPIPER ARVADA, LLC FOR EMERGENCY SHELTERING IN AN AMOUNT
NOT TO EXCEED \$1,134,000.00

WHEREAS, Arvada is in receipt of funding from the Colorado Department of Local Affairs Transformational Homelessness Response Grant (“DOLA Transformational Homelessness Response Grant”); and

WHEREAS, Arvada intends to use the funds from the DOLA Transformational Homelessness Response Grant provide emergency sheltering for individuals and families in Arvada in the form of hotel rooms.

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

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

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

APPROVED AND ADOPTED this 16th day of December, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

**AN EMERGENCY SHELTER AGREEMENT BY AND BETWEEN THE CITY OF
ARVADA AND SANDPIPER ARVADA, LLC (d/b/a SUBURBAN STUDIOS DENVER
CENTRAL – ARVADA), IN AN AMOUNT NOT TO EXCEED \$1,134,000.00**

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, CO 80002 (“Arvada” or the “City”) and Sandpiper Arvada, LLC (d/b/a Suburban Studios Denver Central-Arvada), a Virginia limited liability company whose principal mailing address is 7200 Glen Forest Drive, Suite 200, Richmond, VA 23226 (“Contractor”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”

2. RECITALS AND PURPOSE.

- 2.1. On or about January 10, 2024, Arvada applied for and received funding from the Colorado Department of Local Affairs Transformational Homelessness Response Grant (“DOLA Transformational Homelessness Response Grant”).
- 2.2. The DOLA Transformational Homelessness Response Grant includes funding from the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), established by the American Rescue Plan Act (“ARPA”). This project is supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of Treasury.
- 2.3. Arvada intends to use the funds from the DOLA Transformational Homelessness Response Grant, in part, to provide emergency sheltering for individuals and families (“Client(s)”) within the Arvada community.
- 2.4. Arvada will provide emergency sheltering in the form of hotel rooms, the reservation and use of which will be governed by this Agreement (“the Work”).
- 2.5. On or about September 20, 2024, Arvada issued Request for Proposal 24-CED-079: Emergency Shelter Services (“RFP 24-CED-079”) seeking responses from qualified entities to provide services as described in Sec. 2.4.
- 2.6. Contractor has extensive experience in lodging and hospitality services and is a part of the Choice Hotels International, Inc. franchise. Contractor submitted an initial response to Arvada’s RFP 24-CED-055 on October 4, 2024. Following negotiations on pricing terms, Contractor submitted an updated response to Arvada’s RFP 24-CED-055 on November 12, 2024 (“Contractor’s Response”).
- 2.7. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested goods and services and other related services, under the terms and conditions more fully set forth below.
- 2.8. Arvada and Contractor agree that Arvada contemplates using Contractor as a Contractor for the Work as described in the Contract Documents. However, Arvada and Contractor

acknowledge and agree that Arvada may, at its sole discretion, use other Contractors to perform similar work, and that this Agreement in no way limits Arvada from hiring other contractors or constitutes a contract for exclusive services from Contractor.

3. CONTRACT DOCUMENTS AND EXHIBITS.

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

EXHIBIT A: Arvada's RFP 24-CED-055, including General Terms and Conditions, Special Terms and Conditions, and ARPA Terms and Conditions; and

EXHIBIT B: Contractor's Response

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

- 3.2. Interpretation of Contract Documents. 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, then the terms of this Agreement shall control, and then the terms of **Exhibit A**, and then **Exhibit B**, in that order.

4. TERM AND TERMINATION.

- 4.1. Effective date. This Agreement will become effective and binding on both Parties upon its execution by Arvada.
- 4.2. Term. The term of the Agreement shall remain in effect until December 31, 2026, unless otherwise agreed to in writing by the Parties, and subject to availability of funds.
- 4.3. Termination. Notwithstanding the above, Arvada may terminate this Agreement with or without cause upon 60 days written notice and in accordance with the provisions of this Agreement and Exhibit A.
- 4.4. Force majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, pandemics, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.
- 4.4.1. Automatic Termination in the Event of Eminent Domain or Zoning Violations. If Contractor's property or a substantial part thereof is taken by eminent domain, or conveyed under the threat of condemnation proceedings, or use of the property is determined by an appropriate legal authority to violate applicable zoning requirements, this Agreement shall automatically terminate. Arvada will pay any outstanding money owed in accordance with Sec. 5.1.1.

5. COMPENSATION.

- 5.1. Payment to Contractor. Arvada shall pay Contractor for the Work requested by Arvada and rendered by Contractor under this Agreement in an amount not to exceed \$1,134,000.00 over the term of the Agreement.
- 5.1.1. Contractor shall submit itemized monthly invoices to Arvada for actual goods and services that have been accepted by Arvada or performed by Contractor in accordance with Exhibit B. Payment by Arvada will be due NET 30 days.
- 5.1.1.1. To assist Arvada in complying with SLFRF subrecipient quarterly reporting requirements, Contractor agrees to submit invoices outside of the monthly due date upon request by Arvada to enable Arvada to provide a complete and accurate account of funds expended during the applicable quarter(s).
- 5.2. Use of Federal Funds. Arvada will comply with all applicable state and federal rules and regulations associated with the DOLA Transformational Homelessness Response Grant when using that grant money to pay Contractor.

6. SCOPE OF SERVICES AND SHELTERING PROCEDURES.

- 6.1. Scope of Services. Contractor shall provide up to 35 rooms specifically for Emergency Shelter Services at “Suburban Studios Denver Central-Arvada” hotel located at 6455 Sheridan Boulevard, Arvada, CO 800003. Each hotel room will be equipped with the following amenities: free Wi-Fi; clean bed(s) and linens; in-room refrigerators; in-room microwaves; complimentary toiletries; and weekly or bi-weekly housekeeping services.
- 6.2. Regulations and Procedures. Parties shall comply with regulations and procedures set forth in this section as it pertains to reserving and using rooms described in Sec. 6.1 made available by Contractor.
- 6.2.1. Procedures for Participant Check-In, Check-Out, and Other Services.
- 6.2.1.1. Check In. For each individual and/or family (“Client(s)”) referred to Contractor by Arvada, Arvada shall provide Contractor with the following information, at a minimum:
- 6.2.1.1.1. Client(s) full name and contact phone number, if one;
- 6.2.1.1.2. Client(s) vehicle make, model, and year, if one;
- 6.2.1.1.3. Ages of children or minors staying with Client(s); and
- 6.2.1.1.4. Arrival date and approximate check in time and approximate length of stay, if known.

- 6.2.1.2. Front Desk Service and Amenities. Contractor shall offer 24-hour front desk services and will provide Arvada's Client(s) with any necessary amenities, such as toilet paper, bath towels, etc., during that time.
- 6.2.1.3. Lost Keys. Should Client(s) lose a key, Contractor shall provide Client(s) with one replacement key free of charge. Should Client(s) lose the provided replacement key, Contractor will provide replacement key(s) as necessary and add the costs associated with any subsequent replacement key(s) to its monthly invoice to Arvada. Arvada will pay for any subsequent key replacements beyond the first, free replacement.
- 6.2.2. Repairs to Contractor's Property. Client(s) shall take good care of the Contractor's facilities and the furniture, furnishings, fixtures, and appurtenances therein. Arvada will be responsible for the cost to repair any damage to Contractor's facilities caused by Client(s) or by Arvada's agents, employees, or contractors, unless excluded below, if Contractor provides Arvada with one or more photographs proving the damage, together with a description of the source of the damage and a receipt or invoice showing the cost to repair such damage. If Contractor is able to present the photograph(s), description, and receipt/invoice, Contractor may seek reimbursement from Arvada and submit such reimbursement request as part of its monthly invoicing. Arvada's maximum liability for repairs under this section shall be limited to its available insurance coverage.
- 6.2.2.1. Repair obligations outlined herein shall survive any cancellation, expiration, or termination of this Agreement.
- 6.2.2.2. Arvada shall not be responsible for damage caused by the elements, fire, or ordinary wear and tear. Damage caused by the elements, fire, or ordinary wear and tear will be Contractor's responsibility to repair.
- 6.2.3. Loss or Destruction of Client(s) Property. Client(s) may look to Contractor to the extent that Client(s) personal property is lost or damaged by natural disaster, fire, or water damage not due to flood while in the Contractor's care, custody, or control. Contractor's maximum liability under this section shall be limited to its available insurance coverage.
- 6.3. Shelter and Housing Standards. To the extent practicable, Contractor shall comply with the safety, sanitation, and privacy standards set forth in 24 CFR 576.403(b).
- 6.4. Security. Contractor shall implement and/or operate reasonable security measures to ensure the safety of Client(s).
- 6.5. Amendment. 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.

7. **TERMS AND CONDITIONS IN CONTRACT DOCUMENTS.** Contractor affirms that it has read and is familiar with all of the Contract Documents including the General Terms and Conditions, Special Terms and Conditions, and the ARPA Terms and Conditions set forth in the City's solicitation or otherwise attached to this Agreement, and agrees to be bound by those Terms and Conditions.
8. **PROJECT OWNERS.** Arvada designates Carrie Espinosa as Arvada's Project Owner. Ms. Espinosa (caespinosa@arvada.org) will be Arvada's responsible staff member to provide direction to Contractor during the course of the Work. Arvada reserves the right to change the Project Owner(s) at its discretion and will promptly notify Contractor of any such change in writing. Contractor designates Joe Chrien as Contractor's Project Owner. Mr. Chrien (jchrien@sandpiper.us.com) will be Contractor's primary contact person during the course of this Agreement. Contractor may change the Project Owner(s) with the Arvada's prior written approval.
9. **INSURANCE.** Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor under the terms of the Contract Documents. Contractor's failure to secure and maintain sufficient insurance at any time during the pendency of this Agreement do not relieve Contractor of its obligations under this provision; Contractor's failure to fulfill the obligations of this section will make the Contractor the per se insurer.
 - 9.1. Contractor will maintain insurance in types and amounts shown in **Exhibit A** and submit any outstanding certificates of insurance 15 calendar days following the execution of this Agreement.
10. **PERFORMANCE MEASURES.** The performance measures for this Agreement shall be those proposed by Contractor in its Response and accepted by Arvada.
11. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the Parties; there are no oral or collateral agreements or understandings. The Parties, by mutual agreement, may amend this Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Agreement. If any provision in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be deemed severable, and as such, the remaining provisions will continue in full force and effect.
12. **NOTICES.** Any notice or notification required or permitted by the Agreement shall be in writing, and may be sent to the other Party by certified or registered mail, or by electronic mail, addressed to the that Party's project owner at such street address or email address as are set forth herein or subsequently designated by the Parties. Such notice or notification shall be

deemed to have been given when deposited in the United States mail or, in the case of electronic mail, upon the sent date stamp contained in the electronic mail.

Any notification sent by Contractor to Arvada shall be addressed to:

Carrie Espinosa
Housing Manager
8101 Ralston Road
Arvada, CO 80002
caespinosa@arvada.org

Any notification sent Arvada to Contractor shall be addressed to:

Joe Chrien
Regional Sales Manager
2635 Broad Boulevard
Cuyahoga Falls, OH 44223
jchrien@sandpiper.us.com

13. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.

14. 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, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 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: _____

**SANDPIPER ARVADA, LLC (d/b/a
SUBURBAN STUDIOS DENVER
CENTRAL – ARVADA)**, a Virginia limited
liability company

Joe Chrien
Regional Sales Manager
7200 Glen Forest Drive
Suite 200
Richmond, VA 23226

Exhibit A

**AN EMERGENCY SHELTER AGREEMENT BY AND BETWEEN THE CITY OF
ARVADA AND SANDPIPER ARVADA, LLC (d/b/a SUBURBAN STUDIOS DENVER
CENTRAL – ARVADA), IN AN AMOUNT NOT TO EXCEED \$1,134,000.00**



REQUEST FOR PROPOSAL

Proposal #: 24-CED-079

Title: Emergency Shelter Services (Re-Issue)

RFP Issued: 09/20/24

Pre-proposal Meeting: 9/26/2024 – 2:00 PM MT - Via Zoom
Join Zoom Meeting:
<https://arvadaco-gov.zoom.us/j/88228683517?pwd=AWSbB1Bucbwhp9FKiVseoYL5bsmnKY.1>
Meeting ID: 882 2868 3517 Passcode: 667492

Question Deadline: 9/02/2024 - 2:00 PM MDT
Questions must be submitted through BidnetDirect.com
Responses will be posted on BidNet via addendum.

Proposals Due By: 10/08/2024 – 2:00 PM MDT

Electronic Submissions must be submitted online at BidNetDirect.com
This is the only valid source for postings regarding this solicitation.
Late responses will not be considered for evaluation or award.

Projected Start Date: Upon Execution of Contract

For additional administrative information not related to the project contact: Cheryl Dye at cdye@arvada.org
Contact with the requesting department may result in vendor disqualification.

Arvada Vision: We dream big and deliver.

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

Values:

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

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

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

Documents included in this Request:

General Terms and Conditions	page 2
Special Terms and Conditions	page 4
ARPA Terms and Conditions	page 6
Exhibit A – H4HRGP24205 Grant Program SOW	Page 8
Insurance Requirements	page 10
Administrative instructions and Evaluation Criteria	page 10
Statement of Services	page 11
Required Submittal Form, Submittal Checklist, Performance Measures	page 13

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.
3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.
4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
 - 4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
 - 4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.
5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.
6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.
7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.
8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.
9. **ASSIGNMENT.** Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.
10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.
12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.
13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.
15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.
16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.
17. **WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.
18. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada will pay Contractor for requested work performed up until the time of termination, not to exceed the total amount of the contract price agreed upon by Arvada and Contractor.
19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.
20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.
21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.

23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **ACCESSIBILITY COMPLIANCE.**
- 26.1 Arvada is obligated to comply with the Colorado Anti-Discrimination Act (C.R.S. §§24-34-300 et seq.)("CADA"), which requires all digital and online platform and content providers to comply with the minimum Accessibility Standards for Individuals with a Disability, adopted by the Colorado Office of Information Technology ("OIT") under C.R.S §24-85-103(2.5). Contractor has been advised to familiarize itself with CADA.
- 26.2 To the extent the Work or any of Contractor's services provided under the Agreement involves digital, technological components, including but not limited to software, websites, applications, digital documents (the "Material"), all Material shall comply with the OIT's currently adopted minimum Accessibility Standards for Individuals with a Disability at all times.
- 26.3 Contractor shall indemnify, save, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties") against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relationship to Contractor's failure to comply with Section (26.2) above.
- 26.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (26.2) above. Arvada may require Contractor's compliance to the OIT's currently adopted minimum standards of accessibility to be determined by a third party selected by Arvada to attest to Contractor's compliance.

SPECIAL TERMS AND CONDITIONS

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

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

2. OPTION TO RENEW FOR SUBSEQUENT YEARS The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract, at which time the City shall have the option to renew the contract for **two (2)** additional one-year periods, provided that the vendor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period.

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

3. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

- a. Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- b. Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be

responsible for other interpretations offered by employees not authorized.

- c. The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- d. The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. CLARIFICATION AND MODIFICATIONS

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

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

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

6. CONFIDENTIAL DOCUMENTS

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

7. MODIFICATIONS TO EXISTING CONTRACT

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

End of this Section

AMERICAN RESCUE PLAN ACT – TERMS AND CONDITIONS

The work sought in this solicitation will be funded in whole or in part by Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of Treasury. The State of Colorado is utilizing federal award number SLFRF0126 to fund the Transformational Homelessness Response (THR) Grant. The THR Grant aims to quickly connect people experiencing homelessness with services, treatment, and temporary and permanent housing to put them on a path to economic self-sufficiency. Costs eligible for payment with THR Grant funds include street outreach, emergency sheltering, and bridge housing.

For any work or projects which are paid or reimbursed by the City using Local Fiscal Recovery Funds (“SLFRF”) granted to the State of Colorado, and distributed to the City in accordance with C.R.S. §43-4-208, the following terms and conditions apply to Contractors:

1. **DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING.** All costs must be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement must be clearly identified and readily accessible, and upon reasonable notice, Arvada and any department of the United States government have the right to audit the records of the Contractor as they relate to the work. The Contractor must also:
 - 1.1 Maintain an effective system of internal fiscal control and accountability for all funds and property acquired or improved in accordance with the Agreement, and make sure the same are used solely for authorized purposes.
 - 1.2 Contractor verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs. Contractor is registered with the System for Award Management (“SAM”).
2. **COMPLIANCE WITH LAWS.** Contractor agrees to comply with all applicable Federal, State and local laws and ordinances, and the rules and regulations promulgated by the United States Department of the Treasury, including but not limited to guidelines established by the Final Rule 31 CFR Part 35, the American Rescue Plan Act, sec. 9901, Public Law 117–2, codified at 42 U.S.C. 802 *et seq.* If any laws, rules, or regulations surrounding the use or expenditure of SLFRF are subsequently changed, amended, or modified in any manner, Contractor agrees to be bound by such laws, rules, or regulations.
3. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** Contractor shall comply with all applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
4. **SEPARATION OF CHURCH AND STATE.** Contractor agrees that: It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
 - 4.1 It will not discriminate against any person applying for such public services based on religion and will not limit such services or give preference to persons on the basis of religion; and
 - 4.2 It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.
5. **FEDERAL STANDARDS FOR EMPLOYMENT PRACTICES.** Contractor shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60) and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - 5.1 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action Employer.
 - 5.2 Where employees are engaged in activities not covered under the Occupational Safety and Health Act (OSHA) of 1970, they shall not be required or permitted to work, be trained or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants’ health or safety.

6. **DISCRIMINATION PROHIBITED.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478 and 12086. The Contractor shall not, on the grounds of race, color, national origin, religion, creed, disability, age, sex, actual or perceived sexual orientation, gender identity, marital status, familial status, or because a family includes children:
- 6.1 The Contractor shall abide by all applicable provisions of Section 504 of the HEW Rehabilitation Act of 1973 as amended (implemented in 24 CFR part 8) prohibiting discrimination against handicapped individuals, and the Age Discrimination Act of 1975 (implemented in 24 CFR part 146) prohibiting discrimination on the basis of age, either through purpose or intent.
- 6.2 If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Contractor shall take such action as may be required to ensure full compliance with the provisions of this section, including sanctions for noncompliance.
7. **AMERICANS WITH DISABILITIES ACT.** The Contractor shall meet the requirements, where applicable, of the Americans with Disabilities Act, as set forth in 42 U.S.C. ch. 126 § 12101 *et seq.*
8. **CLEAN AIR AND WATER POLLUTION CONTROL ACTS.** If the funding provided under this Agreement exceeds \$150,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7571q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency.
9. **ANTI-LOBBYING.** The Contractor certifies that:
- 9.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 9.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
10. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
11. **PROCUREMENT OF RECOVERED MATERIALS.** If the Contractor is a state agency or agency of a political subdivision of a state, Contractor and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
12. **LICENSING AND PROGRAM STANDARDS.** In the event of an investigation pertaining to, or a suspension of any license or permit related to the services for which Arvada is providing funding under this Agreement, Arvada may terminate this Agreement and withhold all further funds, and may require the Contractor to remit to Arvada all (or a portion of) the funds theretofore received under this Agreement. Arvada may also declare the Contractor ineligible for any further participation in Arvada's Federal Grant Programs.

END OF THIS SECTION

EXHIBIT A
STATEMENT OF WORK
TRANSFORMATIONAL HOMELESSNESS RESPONSE

1. GENERAL REQUIREMENTS

- 1.1. Program Description.** The Transformational Homelessness Response (THR) grant program (the “Program”) aims to quickly connect people experiencing homelessness with services, treatment, and temporary and permanent housing to put them on a path to economic self-sufficiency. The Program provides funding for program models and activities including outreach support, emergency shelters, transitional housing, recovery care and related residential programs, training and employment service programs, and permanent housing with wraparound supportive services. The Program also provides funding for systems improvement activities including data collection, management, analysis, system integration, coordination, and resource utilization acceleration. The goal of the Program is to fundamentally shift the landscape of homelessness in communities across Colorado by transforming systems, programs, and outcomes. Grant awards must go beyond maintaining current operations for projects that currently exist while being responsive to the one-time nature of the funding provided. Grant funds may only be used for Eligible Activities as defined in **§5.2.3 (Descriptions of Uses)** and listed in **§5.2.2 (Project Budget)** of this **Exhibit A**. Grantee is responsible for completion of the Project and submission of all required reporting and other documentation in the manner and timeframes set forth herein.
- 1.2. Preference.** The individuals prioritized by the grant opportunity are those that but for this project will most likely not resolve their homelessness on their own. In particular, this includes individuals with long lengths of homelessness with complex needs and who are not currently connected to other homeless shelters or programs.
- 1.3. Service Area.** Grantee’s performance of services shall occur in: City of Arvada, State of Colorado. Grantee may also serve individuals referred to them including through their regional Coordinated Entry Systems, even if that individual or household currently lives outside this service area.
- 1.4. Grantee’s Obligations.**
- 1.4.1.** Grantee shall implement the Project, administer this Agreement, and provide required documentation to the State as specified herein.
 - 1.4.2.** Grantee shall enter into written agreement(s), the content of which meet DOH’s requirements, with the following individuals or entities prior to disbursing any funds:
 - 1.4.2.1.** Any Subcontractor engaged by Grantee to aid in performance of the Work.
 - 1.4.3. Assignment.** Grantee’s rights and obligations under this **Exhibit A** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void.

Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

- 1.4.4. Time of Performance.** Grantee shall commence performance of its obligations on the Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with §2C of the main body of this Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Key Personnel at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.
- 1.4.5. Services Standards.** For grantees awarded funds to provide services, grantee shall provide services in a manner consistent with the following standards:
- 1.4.5.1.** Grantee shall have a staff-to-participant ratio of no less than one case manager to every 15 households for any component of the project that includes housing, such as transitional or supportive housing, as well as no fewer than one case manager to every 30 households in shelter or community-based programming, with preference for a 1:15 case management to participant ratio for all program components.
 - 1.4.5.2.** Staff should have relevant professional accreditations, education, and experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.
 - 1.4.5.3.** Services should be implemented using best practice models, including Housing First, Harm Reduction, Motivational Interviewing, and Trauma-Informed Care (see Definitions). Other services and treatment models may be coordinated with or incorporated into the services programming based on the individuals served. The delivery of all services should be guided by the principles of cultural competence, recovery, and resiliency, with an emphasis on building individuals' strengths and resources in the community, with family, and with peer/social networks.
 - 1.4.5.4.** Services and delivery of the supports should be adjusted appropriately based on the intended population(s) the project will serve.
- 1.4.6. Habitability Standards.** Temporary housing units or shelter facilities must meet HUD's habitability standards defined in 24 CFR part 576.403(c). Documentation of meeting minimum standards must be maintained in households' files. Grantees may use ESG Habitability Standards Checklist found at: <https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/> or an equivalent checklist.

1.4.7. Housing Quality Standards (HQS) are required both at initial occupancy and during the duration of housing assistance for Supportive Housing, Rapid Re-Housing, or Prevention programs.

1.4.8. Collaboration. Grantees shall work collaboratively with community-based partners and referral sources as necessary to ensure that all Households served acquire and maintain housing as efficiently as possible. For example, the grantee may attend and participate in case conferencing meetings to identify eligible Households for the Project and assist in process improvements as necessary, or the grantee may work in conjunction with the project voucher administrator and property management as necessary to ensure the intentions and outcomes of this Agreement.

1.4.9. Homeless Management Information System: Grantee shall utilize the local Continuum of Care (CoC) Homeless Management Information System (HMIS) for intake, program enrollment, move-in (if applicable), service provision (if applicable), annual assessments, and exit data collection. If Grantee does not have access to CoC HMIS, Grantee shall seek approval from DOH to partner with an agency that has access. Grantee agrees to fully comply with all HMIS rules and regulations including, without limitation, the following:

1.4.9.1. Grantee shall perform data entry within five (5) days of intake, program enrollment, move-in (if applicable), service provision (if applicable), and discontinuance of participation by a Household.

1.4.9.2. Grantee shall run regular data quality checks to ensure data is accurate.

1.4.9.3. Grantee shall sign all required CoC HMIS agreements and adhere to all CoC HMIS policies and procedures. (These agreements are available from the CoC HMIS administrator for each CoC.)

1.4.9.4. Grantee shall submit and update data in the HMIS Database as requested/necessary to complete performance reports (per §7.3 of this **Exhibit A**), as well as any other reports required by the CoC.

1.4.9.5. Grantee shall provide other information as requested by DOH for reporting and program evaluation purposes including, without limitation, the number of Households, the status of each Household, the location of units, the progress of the Households, and any other information deemed relevant by DOH.

1.4.9.6. Grantee shall ensure there is a current HMIS Client Consent Form on file for each Household.

2. DEFINITIONS: The following terms pertain to the Statement of Work, and shall be construed and interpreted as follows:

2.1. Area Median Income. The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and

Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. DOH sets voucher payment standards annually using HUD income limits.

- 2.2. **Behavioral Health.** “Behavioral Health” is the scientific study of the emotions, behaviors and biology relating to a person’s mental well-being, their ability to function in everyday life and their concept of self. Behavioral health conditions include: substance use disorders; alcohol and drug addiction; and serious psychological distress, including suicide ideation and mental disorders.
- 2.3. **Beneficiaries.** “Beneficiaries” shall mean the persons and/or households who are the end users that benefit from the Project.
- 2.4. **Comparable Database.** “Comparable Database” is a database that meets all Homeless Management Information System (HMIS) Data Standards and does so in a method that protects the safety and privacy of the survivor. Comparable databases are used by “Victim Service Providers” (i.e., non-profit organizations whose primary mission is to provide services to survivors of domestic violence, dating violence, sexual assault, or stalking).
- 2.5. **Continuums of Care.** “Continuums of Care” are regional planning bodies which organize and deliver housing and services within their communities. There are four CoCs in Colorado: the Metro Denver Homeless Initiative (Denver, Boulder, Arapahoe, Douglas, Jefferson, and Adams counties), Pikes Peak CoC (El Paso County), Northern Colorado CoC (Larimer and Weld counties), and the Balance of State CoC (the 54 remaining counties grouped into 10 regional coalitions).
- 2.6. **Coordinated Entry.** “Coordinated Entry” is a system operated by each CoC in which the goal is to create and maintain a by-name list of every assessed individual or family experiencing homelessness in that CoC’s region so that they can be prioritized and matched with the most appropriate and available housing resource.
- 2.7. **DOH.** “DOH” means the Colorado Department of Local Affairs, Division of Housing.
- 2.8. **Harm Reduction.** “Harm Reduction” means a set of practical approaches aimed to reduce the harm associated with substance use rather than on the prevention of substance use itself. Harm reduction approaches recognize that individuals can be at different stages of recovery and that effective interventions should be individually tailored to each individual’s stage. Such strategies have been effective in reducing morbidity and mortality for such individuals by incorporating strategies from safer use, to managed use, to abstinence. Individuals are allowed to make choices about use and treatment, and regardless of the choices, are not treated adversely, housing status is not threatened, and help continues to be available.
- 2.9. **Homeless or Experiencing Homelessness.** “Homeless” or “Experiencing Homelessness” refers to a household that is living unsheltered, in a place not meant for human habitation or in a homeless shelter, or is at risk of losing their housing within 14 days. Homelessness is defined as living in a place not meant for human habitation, in emergency shelter, in temporary housing (e.g. - safe haven, transitional housing, bridge housing, or rapid rehousing), or exiting an institution where the person temporarily resided.
- 2.10. **Homeless Management Information System (HMIS).** “Homeless Management Information System” is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for

selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

- 2.11. **Housing First.** “Housing First” is a proven approach that prioritizes non-time limited housing to people experiencing homelessness, thus ending their homelessness. Housing First recognizes that housing is a platform from which individuals can pursue personal goals and improve quality of life. This approach is guided by the belief that people need basic necessities, such as food and housing, before attending to other goals, such as employment, budgeting, or substance use treatment. Unlike “Housing Ready” or “Housing Next” or “Treatment First” models, Housing First positions housing as an immediate priority for people experiencing homelessness. Numerous models complement Housing First, such as Harm Reduction, low barrier programming, trauma-informed approaches, and individual choice.
- 2.12. **HUD.** “HUD” is the United States Department of Housing and Urban Development.
- 2.13. **Inclusion, diversity, equity, and accessibility (IDEA).** “Inclusion, diversity, equity, and accessibility (IDEA)” are terms used to define efforts to outreach to and include diverse communities, organizations, and individuals who identify with diverse backgrounds, including but not limited to ethnicity, race, language, national origin, sexual orientation, gender identity and expression, and ability.
- 2.14. **Indirect Costs.** “Indirect Costs” means those costs that have been incurred for shared or joint objectives and cannot be readily identified with any particular activity. After direct costs have been determined and assigned directly to the grant award, or other work as appropriate, indirect costs are those that remain to be allocated. Examples include: office rent, utility, insurance, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; and purchases, transportation, and staff expenses that benefit multiple program areas. Further guidance on indirect costs is provided in 2 CFR Part 200, Subpart E.
- 2.15. **Motivational Interviewing.** “Motivational Interviewing (MI)” is a collaborative, person-centered form of guiding to elicit and strengthen motivation for change by exploring and resolving ambivalence. MI is considered to be an evidence-based practice that has proven to be successful.
- 2.16. **Other Funds.** “Other Funds” means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.
- 2.17. **Project Close-Out Date.** “Project Close-Out Date” shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.
- 2.18. **Recovery Care.** “Recovery Care” are services provided for individuals with Substance Use Disorders (SUDs). These services focus on improving health outcomes and self-sufficiency that allow individuals to reach their full potential.
- 2.19. **Recovery Care Residential Programs** “Recovery Care Residential Programs” provide residential services and/or treatment for individuals experiencing homelessness so that they can receive recovery care services, as defined above.
- 2.20. **Rental Assistance.** “Rental Assistance” means Housing Assistance Payments (HAP) paid on behalf of households by a Public Housing Authority (PHA) directly to property owners/landlords. Rental Assistance is non-time limited and units must meet HQS standards before rental assistance payments can be made. Rental Assistance must follow the PHA’s Voucher Administrative Plan policies, procedures and regulations.

- 2.21. Substantial Completion.** “Substantial Completion” means that Grantee has achieved the milestones and targets identified in §3 (Deliverables) of this Exhibit A through the delivery of approved services as identified in §5.2.3 (Descriptions of Uses) of this Exhibit A to Households identified in §1.2 of this Exhibit A.
- 2.22. Supportive Housing.** “Supportive Housing,” also known as Permanent Supportive Housing (PSH), means decent, safe, affordable, community-based housing that provides tenants with the rights of tenancy, Tenancy Support Services, and links to other intensive supportive services using best practices, particularly the Housing First model, as well as Harm Reduction and Trauma-informed approaches. Supportive Housing is designed to allow tenants to live as independently as possible.
- 2.23. Trauma-Informed Care.** “Trauma-Informed Care” is an approach to the delivery of behavioral health services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.

3. DELIVERABLES

- 3.1. Outcome.** Full implementation of the Project and achievement of all Performance Measures.
- 3.2. Performance Milestones.** Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
Provide certificate of insurance, and all other compliance documentation requested by DOH within one month of receiving an executed agreement	02/01/2024
Provide certification of matching funds commitments and sources to DOH	On-going
Provide DOH access to Grantee’s HMIS web portal to review real time client data	On-going
Submit request for reimbursements to DOH at least quarterly	On-going
Track and record grant outcomes through DOH approved Performance Measures	On-going
Submit quarterly reports as determined by DOH	On-going
Submit annual progress reports as determined by DOH within 30 calendar days after the first twelve months of the grant period and annually thereafter	On-going

Submit Project Completion Report to DOH within 30 calendar days after the completion of the Project	11/13/2026
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4. KEY PERSONNEL

- 4.1. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Carrie Espinosa, Executive Director, Housing Authority of Arvada City of Arvada 8101 Ralston Road Arvada, CO 80002 caespinosa@arvada.org

- 4.2. DOH Key Personnel.** Nellie Stagg, Transformational Homelessness Response Manager, nellie.stagg@state.co.us
- 4.3. Replacement Personnel.** If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with §14 of the main body of the Agreement, with a copy to DOH Key Personnel. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING

The Agreement Maximum Amount to be provided by the State is set forth on the Cover Page of the Grant Agreement and is shown for convenience in §5.2.1 as "Grant Funds (DOLA)".

- 5.1. Other Funds.** Grantee shall provide all funds necessary to complete the Project. All Sources, other than the DOLA Grant Funds and Matching Funds (if any), are good faith estimates.

5.2. Project Budget.

5.2.1. Sources.

Source	Amount
Grant Funds (DOLA)	\$1,914,000.00
Matching Funds: -Salaries -Housing Choice Vouchers	\$478,500.00
Total	\$2,392,500.00

5.2.2. Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1). A detailed description of uses is provided in §5.2.3.

Use	Amount
Street Outreach	\$150,000.00
Emergency Shelter	\$1,017,000.00
Bridge Housing	\$747,000.00
Total	\$1,914,000.00

5.2.2.1. Pre-Agreement Costs. Reserved.

5.2.3. Descriptions of Uses. Following are descriptions of the Uses listed in §5.2.2.

5.2.3.1. Street Outreach. “Street Outreach” is non-facility based and is the act of engaging people experiencing unsheltered homelessness where they are. “Street Outreach” includes the following eligible activities:

5.2.3.1.1. Engagement and case management. Efforts to provide essential services to individuals experiencing unsheltered homelessness who are unwilling or unable to access emergency shelter, housing, or other services or programs. This includes: (i) making an initial assessment of services need and eligibility; (ii) assessing housing and service needs and arranging, coordinating, and monitoring the delivery of individualized services; (iii) coordinating with emergency shelter providers for immediate access to shelter options, including hotel/motel vouchers; (iv) providing crisis counseling; (v) addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; (vi) actively connecting individuals to programs and services, including transportation to needed services; and (vii) other reasonable and necessary efforts to connect individuals to immediate support, intervention, connections with housing, homelessness assistance programs, and/or mainstream social services and housing programs.

- 5.2.3.1.2. Services for behavioral health, mental health, substance use disorders, and medical care.** Includes a continuum of behavioral health services, treatment, and crisis intervention that is provided in non-facility settings. Also includes coordination for access to healthcare-related services including primary care, substance use treatment, mental health care, vision and dental care, and emergency, crisis, and inpatient services. Emergency behavioral, mental, or physical health services funded under this activity may include direct outpatient treatment by licensed professionals operating in non-facility-based settings.
- 5.2.3.1.3. Educational, vocational, and work-based learning opportunities.** Efforts to connect individuals encountered through outreach with educational, vocational, and work-based learning opportunities that resolve a household's homelessness as quickly as possible. A best practice is for outreach programs to create or connect to peer mentoring programs and hire peer mentors with lived expertise regarding homelessness to conduct outreach, as well as contribute to program design and improvement.
- 5.2.3.1.4. Recovery care and related residential programs.** Efforts to connect individuals to community resources that offer recovery care and related residential programs, including the cost of transportation to such services and treatment.
- 5.2.3.1.5. Operations.** Efforts related to locating and delivering services to individuals experiencing unsheltered homelessness where they are living and building rapport with them. This may include (i) physically locating individuals residing in unsheltered situations; (ii) getting staff to those locations; (iii) ongoing communication (including cell phones for outreach workers during the performance of these activities); and (iv) and other reasonable and necessary efforts required to locate and build trust with those in unsheltered situations. Additionally, this can include mapping the location of unsheltered encampments as well as upgrading, enhancing, or customizing a database that can track real-time, geographic data about homelessness outreach efforts.
- 5.2.3.1.6. Grant Activities.** Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general

program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated objectives, occupancy costs, and training on program requirements.

5.2.3.1.7. Indirect Costs. Pursuant to 2 CFR § 200.414, Grant Funds may be used to pay for indirect costs in accordance with 2 CFR Part 200, Subpart E. Prior to requesting reimbursement for indirect costs, Grantee must discuss the indirect cost rate with DOH Key Personnel and submit corresponding documentation to DOH Key Personnel as requested.

5.2.3.2. Emergency Shelter. “Emergency Shelter” includes facilities for which the primary purpose is to provide temporary shelter to people experiencing homelessness and which do not require guests to sign leases or occupancy agreements and do not charge rent. “Emergency Shelter” includes the following eligible activities:

5.2.3.2.1. Essential services. Efforts to provide supportive services to those who are in an Emergency Shelter. These services include finding housing options that resolve guests’ homelessness as quickly as possible. Efforts include (i) housing search and placement and navigation, such as activities to assist guests to locate and obtain housing; (ii) housing stability case management, such as assessing, coordinating, and delivering individualized services to obtain housing, developing case management plans, and support groups; (iii) legal services necessary to resolve a legal problem that prohibits the guest participant from obtaining permanent housing; (iv) services for physical health care, mental health care, behavioral health care, and other medical care; (v) implementing and maintaining diversion programming; and (vi) other reasonable and necessary costs that help resolve a household’s homelessness, including but not limited to child care and transportation.

5.2.3.2.2. Educational, vocational, and work-based learning opportunities. Efforts to connect individuals and

families with educational, vocational, and work-based learning opportunities that resolve the individual's homelessness as quickly as possible. Shelters may consider creating or connecting to peer mentoring programs and hiring peer mentors with lived expertise of homelessness to work in the shelter and contribute to program design or improvement.

5.2.3.2.3. Recovery care and related residential programs. Efforts to connect program participants to community resources that offer recovery care and related residential programs, including transportation to those services.

5.2.3.2.4. Operations. Efforts related to maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the Emergency Shelter.

5.2.3.2.5. Grant Activities. Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated objectives, occupancy costs, and training on program requirements.

5.2.3.3. Bridge Housing. “Bridge Housing” is temporary housing for those who have been matched with a permanent housing resource to safely reside while waiting to move into housing. “Bridge Housing” includes the following eligible activities:

5.2.3.3.1. Essential services. Efforts to provide supportive services to those who are in Bridge Housing that are needed to bridge them into permanent housing placements. Activities include (i) housing search and placement and navigation, such as activities to assist guests to locate and obtain housing; (ii) housing stability case management, such as assessing, coordinating, and delivering individualized services to

obtain housing, developing case management plans, and support groups; (iii) legal services necessary to resolve a legal problem that prohibits the guest participant from obtaining permanent housing; (iv) services for physical health care, mental health care, behavioral health care, and other medical care; and (v) other reasonable and necessary costs that help bridge the gap between securing the housing option and the housing becoming available, including but not limited to logistics planning, child care, and transportation.

5.2.3.3.2. Educational, Vocational, and Work-Based Learning Opportunities. Efforts to connect Bridge Housing residents with educational, vocational, and work-based learning opportunities that will stabilize the household once they transition to permanent housing. Bridge Housing providers may consider creating or connecting to peer mentoring programs and hiring peer mentors with lived expertise of homelessness to work in the Bridge Housing program.

5.2.3.3.3. Recovery Care and Related Residential Programs. Efforts to connect residents to community resources that offer recovery care and related residential programs, including the cost of transportation to those services, if needed.

5.2.3.3.4. Operations. Efforts include maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the facility.

5.2.3.3.5. Grant Activities. Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated

objectives, occupancy costs, and training on program requirements.

5.3. Matching Funds. Grantee shall provide the funds identified as “Matching Funds” in §5.2.1, above, unless otherwise approved in writing by DOH. Matching Funds may only be used for the eligible costs described in §5.2.3 of this **Exhibit A**.

5.4. Project Budget Line Item Adjustment.

5.4.1. If the table in §5.2.2 contains more than one budget line item, Grantee shall have authority to adjust individual budget line item amounts, without approval of the State, up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not include administrative line items (such as project delivery or administrative costs). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

5.4.2. Changes to individual budget lines amounts in §5.2.2 in excess of 10% shall require written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §16.I.i of the main Agreement.

6. PAYMENTS TO GRANTEE

Payments to Grantee shall be made in accordance with the provisions of §5 of the main body of the Agreement, and §6 of this **Exhibit A**.

6.1. Payment Schedule. Grantee shall submit all payment requests in a timely manner to DOH. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20th (to the extent possible) in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month’s pay request. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment. Payments may be withheld, at DOH’s reasonable discretion, pending submission by Grantee and approval by DOH of any reports or completion by Grantee of any administrative requirements set forth in the main Grant Agreement or this **Exhibit A**.

Payment	Amount	
All payments	100% of Payment Request	Paid upon DOLA’s receipt of actual expense documentation and written requests from the Grantee for reimbursement of eligible approved Project costs.
Total	\$1,914,000.00	

6.2. Any excess Grant Funds shall be returned to DOLA via deobligation letter from Grantee within 60 days prior to the expiration of the Grant Agreement.

6.3. Pay Request Process. Payment requests shall be submitted to DOH Key Personnel via instructed processes. Each request shall include all required/appropriate information and documentation necessary, per guidance provided by DOH, in order for DOH to verify eligibility of expenses.

6.4. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the main body of the Agreement:

City of Arvada 8101 Ralston Road Arvada, CO 80002

6.5. Interest. If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to \$500 per year for administrative expenses. All interest earned in excess of \$500 shall be remitted to DOLA.

7. ADMINISTRATIVE REQUIREMENTS – STATE

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit A**.

7.1. Accounting. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** of this **Exhibit A** above.

7.2. Audit Report. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit a copy of the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs Accounting & Financial Services 1313 Sherman Street, Room 323 Denver, CO 80203 Or email to: dola.audit@state.co.us and nellie.stagg@state.co.us
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7.3. Reporting. In addition to any reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee pursuant to **§6.1** of this **Exhibit A**.

7.3.1. Quarterly Performance Reports. Within 20 calendar days after the end of each quarter, Grantee shall submit a quarterly performance report. The quarterly performance report shall include reporting on the expected project deliverables as approved by DOH.

7.3.2. Annual Report. Within 30 calendar days after the first twelve months of the grant period and annually thereafter, Grantee shall submit an annual report. In the event that the grant term is shorter or longer than twelve months, Grantee shall use the reporting deadlines provided by the DOH Key Personnel. The annual report shall be completed using the reporting template which DOH shall

provide and shall include reporting on the expected deliverables as described in §3 and §1.4.9 (Homeless Management Information System) of this Exhibit A. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.

- 7.4. Monitoring.** The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and §7B and §C of the main body of the Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

7.4.1. DOH at its discretion may monitor files, policies, or other program documentation either on site or through a request of documents.

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EXHIBIT A
STATEMENT OF WORK
TRANSFORMATIONAL HOMELESSNESS RESPONSE

1. GENERAL REQUIREMENTS

- 1.1. Program Description.** The Transformational Homelessness Response (THR) grant program (the “Program”) aims to quickly connect people experiencing homelessness with services, treatment, and temporary and permanent housing to put them on a path to economic self-sufficiency. The Program provides funding for program models and activities including outreach support, emergency shelters, transitional housing, recovery care and related residential programs, training and employment service programs, and permanent housing with wraparound supportive services. The Program also provides funding for systems improvement activities including data collection, management, analysis, system integration, coordination, and resource utilization acceleration. The goal of the Program is to fundamentally shift the landscape of homelessness in communities across Colorado by transforming systems, programs, and outcomes. Grant awards must go beyond maintaining current operations for projects that currently exist while being responsive to the one-time nature of the funding provided. Grant funds may only be used for Eligible Activities as defined in **§5.2.3 (Descriptions of Uses)** and listed in **§5.2.2 (Project Budget)** of this **Exhibit A**. Grantee is responsible for completion of the Project and submission of all required reporting and other documentation in the manner and timeframes set forth herein.
- 1.2. Preference.** The individuals prioritized by the grant opportunity are those that but for this project will most likely not resolve their homelessness on their own. In particular, this includes individuals with long lengths of homelessness with complex needs and who are not currently connected to other homeless shelters or programs.
- 1.3. Service Area.** Grantee’s performance of services shall occur in: City of Arvada, State of Colorado. Grantee may also serve individuals referred to them including through their regional Coordinated Entry Systems, even if that individual or household currently lives outside this service area.
- 1.4. Grantee’s Obligations.**
- 1.4.1.** Grantee shall implement the Project, administer this Agreement, and provide required documentation to the State as specified herein.
 - 1.4.2.** Grantee shall enter into written agreement(s), the content of which meet DOH’s requirements, with the following individuals or entities prior to disbursing any funds:
 - 1.4.2.1.** Any Subcontractor engaged by Grantee to aid in performance of the Work.
 - 1.4.3. Assignment.** Grantee’s rights and obligations under this **Exhibit A** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void.

Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

- 1.4.4. Time of Performance.** Grantee shall commence performance of its obligations on the Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with §2C of the main body of this Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Key Personnel at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.
- 1.4.5. Services Standards.** For grantees awarded funds to provide services, grantee shall provide services in a manner consistent with the following standards:
- 1.4.5.1.** Grantee shall have a staff-to-participant ratio of no less than one case manager to every 15 households for any component of the project that includes housing, such as transitional or supportive housing, as well as no fewer than one case manager to every 30 households in shelter or community-based programming, with preference for a 1:15 case management to participant ratio for all program components.
 - 1.4.5.2.** Staff should have relevant professional accreditations, education, and experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.
 - 1.4.5.3.** Services should be implemented using best practice models, including Housing First, Harm Reduction, Motivational Interviewing, and Trauma-Informed Care (see Definitions). Other services and treatment models may be coordinated with or incorporated into the services programming based on the individuals served. The delivery of all services should be guided by the principles of cultural competence, recovery, and resiliency, with an emphasis on building individuals' strengths and resources in the community, with family, and with peer/social networks.
 - 1.4.5.4.** Services and delivery of the supports should be adjusted appropriately based on the intended population(s) the project will serve.
- 1.4.6. Habitability Standards.** Temporary housing units or shelter facilities must meet HUD's habitability standards defined in 24 CFR part 576.403(c). Documentation of meeting minimum standards must be maintained in households' files. Grantees may use ESG Habitability Standards Checklist found at: <https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/> or an equivalent checklist.

1.4.7. Housing Quality Standards (HQS) are required both at initial occupancy and during the duration of housing assistance for Supportive Housing, Rapid Re-Housing, or Prevention programs.

1.4.8. Collaboration. Grantees shall work collaboratively with community-based partners and referral sources as necessary to ensure that all Households served acquire and maintain housing as efficiently as possible. For example, the grantee may attend and participate in case conferencing meetings to identify eligible Households for the Project and assist in process improvements as necessary, or the grantee may work in conjunction with the project voucher administrator and property management as necessary to ensure the intentions and outcomes of this Agreement.

1.4.9. Homeless Management Information System: Grantee shall utilize the local Continuum of Care (CoC) Homeless Management Information System (HMIS) for intake, program enrollment, move-in (if applicable), service provision (if applicable), annual assessments, and exit data collection. If Grantee does not have access to CoC HMIS, Grantee shall seek approval from DOH to partner with an agency that has access. Grantee agrees to fully comply with all HMIS rules and regulations including, without limitation, the following:

1.4.9.1. Grantee shall perform data entry within five (5) days of intake, program enrollment, move-in (if applicable), service provision (if applicable), and discontinuance of participation by a Household.

1.4.9.2. Grantee shall run regular data quality checks to ensure data is accurate.

1.4.9.3. Grantee shall sign all required CoC HMIS agreements and adhere to all CoC HMIS policies and procedures. (These agreements are available from the CoC HMIS administrator for each CoC.)

1.4.9.4. Grantee shall submit and update data in the HMIS Database as requested/necessary to complete performance reports (per §7.3 of this **Exhibit A**), as well as any other reports required by the CoC.

1.4.9.5. Grantee shall provide other information as requested by DOH for reporting and program evaluation purposes including, without limitation, the number of Households, the status of each Household, the location of units, the progress of the Households, and any other information deemed relevant by DOH.

1.4.9.6. Grantee shall ensure there is a current HMIS Client Consent Form on file for each Household.

2. DEFINITIONS: The following terms pertain to the Statement of Work, and shall be construed and interpreted as follows:

2.1. Area Median Income. The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and

Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. DOH sets voucher payment standards annually using HUD income limits.

- 2.2. **Behavioral Health.** “Behavioral Health” is the scientific study of the emotions, behaviors and biology relating to a person’s mental well-being, their ability to function in everyday life and their concept of self. Behavioral health conditions include: substance use disorders; alcohol and drug addiction; and serious psychological distress, including suicide ideation and mental disorders.
- 2.3. **Beneficiaries.** “Beneficiaries” shall mean the persons and/or households who are the end users that benefit from the Project.
- 2.4. **Comparable Database.** “Comparable Database” is a database that meets all Homeless Management Information System (HMIS) Data Standards and does so in a method that protects the safety and privacy of the survivor. Comparable databases are used by “Victim Service Providers” (i.e., non-profit organizations whose primary mission is to provide services to survivors of domestic violence, dating violence, sexual assault, or stalking).
- 2.5. **Continuums of Care.** “Continuums of Care” are regional planning bodies which organize and deliver housing and services within their communities. There are four CoCs in Colorado: the Metro Denver Homeless Initiative (Denver, Boulder, Arapahoe, Douglas, Jefferson, and Adams counties), Pikes Peak CoC (El Paso County), Northern Colorado CoC (Larimer and Weld counties), and the Balance of State CoC (the 54 remaining counties grouped into 10 regional coalitions).
- 2.6. **Coordinated Entry.** “Coordinated Entry” is a system operated by each CoC in which the goal is to create and maintain a by-name list of every assessed individual or family experiencing homelessness in that CoC’s region so that they can be prioritized and matched with the most appropriate and available housing resource.
- 2.7. **DOH.** “DOH” means the Colorado Department of Local Affairs, Division of Housing.
- 2.8. **Harm Reduction.** “Harm Reduction” means a set of practical approaches aimed to reduce the harm associated with substance use rather than on the prevention of substance use itself. Harm reduction approaches recognize that individuals can be at different stages of recovery and that effective interventions should be individually tailored to each individual’s stage. Such strategies have been effective in reducing morbidity and mortality for such individuals by incorporating strategies from safer use, to managed use, to abstinence. Individuals are allowed to make choices about use and treatment, and regardless of the choices, are not treated adversely, housing status is not threatened, and help continues to be available.
- 2.9. **Homeless or Experiencing Homelessness.** “Homeless” or “Experiencing Homelessness” refers to a household that is living unsheltered, in a place not meant for human habitation or in a homeless shelter, or is at risk of losing their housing within 14 days. Homelessness is defined as living in a place not meant for human habitation, in emergency shelter, in temporary housing (e.g. - safe haven, transitional housing, bridge housing, or rapid rehousing), or exiting an institution where the person temporarily resided.
- 2.10. **Homeless Management Information System (HMIS).** “Homeless Management Information System” is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for

selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

- 2.11. **Housing First.** “Housing First” is a proven approach that prioritizes non-time limited housing to people experiencing homelessness, thus ending their homelessness. Housing First recognizes that housing is a platform from which individuals can pursue personal goals and improve quality of life. This approach is guided by the belief that people need basic necessities, such as food and housing, before attending to other goals, such as employment, budgeting, or substance use treatment. Unlike “Housing Ready” or “Housing Next” or “Treatment First” models, Housing First positions housing as an immediate priority for people experiencing homelessness. Numerous models complement Housing First, such as Harm Reduction, low barrier programming, trauma-informed approaches, and individual choice.
- 2.12. **HUD.** “HUD” is the United States Department of Housing and Urban Development.
- 2.13. **Inclusion, diversity, equity, and accessibility (IDEA).** “Inclusion, diversity, equity, and accessibility (IDEA)” are terms used to define efforts to outreach to and include diverse communities, organizations, and individuals who identify with diverse backgrounds, including but not limited to ethnicity, race, language, national origin, sexual orientation, gender identity and expression, and ability.
- 2.14. **Indirect Costs.** “Indirect Costs” means those costs that have been incurred for shared or joint objectives and cannot be readily identified with any particular activity. After direct costs have been determined and assigned directly to the grant award, or other work as appropriate, indirect costs are those that remain to be allocated. Examples include: office rent, utility, insurance, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; and purchases, transportation, and staff expenses that benefit multiple program areas. Further guidance on indirect costs is provided in 2 CFR Part 200, Subpart E.
- 2.15. **Motivational Interviewing.** “Motivational Interviewing (MI)” is a collaborative, person-centered form of guiding to elicit and strengthen motivation for change by exploring and resolving ambivalence. MI is considered to be an evidence-based practice that has proven to be successful.
- 2.16. **Other Funds.** “Other Funds” means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.
- 2.17. **Project Close-Out Date.** “Project Close-Out Date” shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.
- 2.18. **Recovery Care.** “Recovery Care” are services provided for individuals with Substance Use Disorders (SUDs). These services focus on improving health outcomes and self-sufficiency that allow individuals to reach their full potential.
- 2.19. **Recovery Care Residential Programs** “Recovery Care Residential Programs” provide residential services and/or treatment for individuals experiencing homelessness so that they can receive recovery care services, as defined above.
- 2.20. **Rental Assistance.** “Rental Assistance” means Housing Assistance Payments (HAP) paid on behalf of households by a Public Housing Authority (PHA) directly to property owners/landlords. Rental Assistance is non-time limited and units must meet HQS standards before rental assistance payments can be made. Rental Assistance must follow the PHA’s Voucher Administrative Plan policies, procedures and regulations.

- 2.21. Substantial Completion.** “Substantial Completion” means that Grantee has achieved the milestones and targets identified in §3 (Deliverables) of this Exhibit A through the delivery of approved services as identified in §5.2.3 (Descriptions of Uses) of this Exhibit A to Households identified in §1.2 of this Exhibit A.
- 2.22. Supportive Housing.** “Supportive Housing,” also known as Permanent Supportive Housing (PSH), means decent, safe, affordable, community-based housing that provides tenants with the rights of tenancy, Tenancy Support Services, and links to other intensive supportive services using best practices, particularly the Housing First model, as well as Harm Reduction and Trauma-informed approaches. Supportive Housing is designed to allow tenants to live as independently as possible.
- 2.23. Trauma-Informed Care.** “Trauma-Informed Care” is an approach to the delivery of behavioral health services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.

3. DELIVERABLES

- 3.1. Outcome.** Full implementation of the Project and achievement of all Performance Measures.
- 3.2. Performance Milestones.** Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
Provide certificate of insurance, and all other compliance documentation requested by DOH within one month of receiving an executed agreement	02/01/2024
Provide certification of matching funds commitments and sources to DOH	On-going
Provide DOH access to Grantee’s HMIS web portal to review real time client data	On-going
Submit request for reimbursements to DOH at least quarterly	On-going
Track and record grant outcomes through DOH approved Performance Measures	On-going
Submit quarterly reports as determined by DOH	On-going
Submit annual progress reports as determined by DOH within 30 calendar days after the first twelve months of the grant period and annually thereafter	On-going

Submit Project Completion Report to DOH within 30 calendar days after the completion of the Project	11/13/2026
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4. KEY PERSONNEL

- 4.1. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Carrie Espinosa, Executive Director, Housing Authority of Arvada City of Arvada 8101 Ralston Road Arvada, CO 80002 caespinosa@arvada.org

- 4.2. DOH Key Personnel.** Nellie Stagg, Transformational Homelessness Response Manager, nellie.stagg@state.co.us
- 4.3. Replacement Personnel.** If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with §14 of the main body of the Agreement, with a copy to DOH Key Personnel. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING

The Agreement Maximum Amount to be provided by the State is set forth on the Cover Page of the Grant Agreement and is shown for convenience in §5.2.1 as "Grant Funds (DOLA)".

- 5.1. Other Funds.** Grantee shall provide all funds necessary to complete the Project. All Sources, other than the DOLA Grant Funds and Matching Funds (if any), are good faith estimates.

5.2. Project Budget.

5.2.1. Sources.

Source	Amount
Grant Funds (DOLA)	\$1,914,000.00
Matching Funds: -Salaries -Housing Choice Vouchers	\$478,500.00
Total	\$2,392,500.00

5.2.2. Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1). A detailed description of uses is provided in §5.2.3.

Use	Amount
Street Outreach	\$150,000.00
Emergency Shelter	\$1,017,000.00
Bridge Housing	\$747,000.00
Total	\$1,914,000.00

5.2.2.1. Pre-Agreement Costs. Reserved.

5.2.3. Descriptions of Uses. Following are descriptions of the Uses listed in §5.2.2.

5.2.3.1. Street Outreach. “Street Outreach” is non-facility based and is the act of engaging people experiencing unsheltered homelessness where they are. “Street Outreach” includes the following eligible activities:

5.2.3.1.1. Engagement and case management. Efforts to provide essential services to individuals experiencing unsheltered homelessness who are unwilling or unable to access emergency shelter, housing, or other services or programs. This includes: (i) making an initial assessment of services need and eligibility; (ii) assessing housing and service needs and arranging, coordinating, and monitoring the delivery of individualized services; (iii) coordinating with emergency shelter providers for immediate access to shelter options, including hotel/motel vouchers; (iv) providing crisis counseling; (v) addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; (vi) actively connecting individuals to programs and services, including transportation to needed services; and (vii) other reasonable and necessary efforts to connect individuals to immediate support, intervention, connections with housing, homelessness assistance programs, and/or mainstream social services and housing programs.

- 5.2.3.1.2. Services for behavioral health, mental health, substance use disorders, and medical care.** Includes a continuum of behavioral health services, treatment, and crisis intervention that is provided in non-facility settings. Also includes coordination for access to healthcare-related services including primary care, substance use treatment, mental health care, vision and dental care, and emergency, crisis, and inpatient services. Emergency behavioral, mental, or physical health services funded under this activity may include direct outpatient treatment by licensed professionals operating in non-facility-based settings.
- 5.2.3.1.3. Educational, vocational, and work-based learning opportunities.** Efforts to connect individuals encountered through outreach with educational, vocational, and work-based learning opportunities that resolve a household's homelessness as quickly as possible. A best practice is for outreach programs to create or connect to peer mentoring programs and hire peer mentors with lived expertise regarding homelessness to conduct outreach, as well as contribute to program design and improvement.
- 5.2.3.1.4. Recovery care and related residential programs.** Efforts to connect individuals to community resources that offer recovery care and related residential programs, including the cost of transportation to such services and treatment.
- 5.2.3.1.5. Operations.** Efforts related to locating and delivering services to individuals experiencing unsheltered homelessness where they are living and building rapport with them. This may include (i) physically locating individuals residing in unsheltered situations; (ii) getting staff to those locations; (iii) ongoing communication (including cell phones for outreach workers during the performance of these activities); and (iv) and other reasonable and necessary efforts required to locate and build trust with those in unsheltered situations. Additionally, this can include mapping the location of unsheltered encampments as well as upgrading, enhancing, or customizing a database that can track real-time, geographic data about homelessness outreach efforts.
- 5.2.3.1.6. Grant Activities.** Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general

program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated objectives, occupancy costs, and training on program requirements.

5.2.3.1.7. Indirect Costs. Pursuant to 2 CFR § 200.414, Grant Funds may be used to pay for indirect costs in accordance with 2 CFR Part 200, Subpart E. Prior to requesting reimbursement for indirect costs, Grantee must discuss the indirect cost rate with DOH Key Personnel and submit corresponding documentation to DOH Key Personnel as requested.

5.2.3.2. Emergency Shelter. “Emergency Shelter” includes facilities for which the primary purpose is to provide temporary shelter to people experiencing homelessness and which do not require guests to sign leases or occupancy agreements and do not charge rent. “Emergency Shelter” includes the following eligible activities:

5.2.3.2.1. Essential services. Efforts to provide supportive services to those who are in an Emergency Shelter. These services include finding housing options that resolve guests’ homelessness as quickly as possible. Efforts include (i) housing search and placement and navigation, such as activities to assist guests to locate and obtain housing; (ii) housing stability case management, such as assessing, coordinating, and delivering individualized services to obtain housing, developing case management plans, and support groups; (iii) legal services necessary to resolve a legal problem that prohibits the guest participant from obtaining permanent housing; (iv) services for physical health care, mental health care, behavioral health care, and other medical care; (v) implementing and maintaining diversion programming; and (vi) other reasonable and necessary costs that help resolve a household’s homelessness, including but not limited to child care and transportation.

5.2.3.2.2. Educational, vocational, and work-based learning opportunities. Efforts to connect individuals and

families with educational, vocational, and work-based learning opportunities that resolve the individual's homelessness as quickly as possible. Shelters may consider creating or connecting to peer mentoring programs and hiring peer mentors with lived expertise of homelessness to work in the shelter and contribute to program design or improvement.

5.2.3.2.3. Recovery care and related residential programs. Efforts to connect program participants to community resources that offer recovery care and related residential programs, including transportation to those services.

5.2.3.2.4. Operations. Efforts related to maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the Emergency Shelter.

5.2.3.2.5. Grant Activities. Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated objectives, occupancy costs, and training on program requirements.

5.2.3.3. Bridge Housing. “Bridge Housing” is temporary housing for those who have been matched with a permanent housing resource to safely reside while waiting to move into housing. “Bridge Housing” includes the following eligible activities:

5.2.3.3.1. Essential services. Efforts to provide supportive services to those who are in Bridge Housing that are needed to bridge them into permanent housing placements. Activities include (i) housing search and placement and navigation, such as activities to assist guests to locate and obtain housing; (ii) housing stability case management, such as assessing, coordinating, and delivering individualized services to

obtain housing, developing case management plans, and support groups; (iii) legal services necessary to resolve a legal problem that prohibits the guest participant from obtaining permanent housing; (iv) services for physical health care, mental health care, behavioral health care, and other medical care; and (v) other reasonable and necessary costs that help bridge the gap between securing the housing option and the housing becoming available, including but not limited to logistics planning, child care, and transportation.

5.2.3.3.2. Educational, Vocational, and Work-Based Learning Opportunities. Efforts to connect Bridge Housing residents with educational, vocational, and work-based learning opportunities that will stabilize the household once they transition to permanent housing. Bridge Housing providers may consider creating or connecting to peer mentoring programs and hiring peer mentors with lived expertise of homelessness to work in the Bridge Housing program.

5.2.3.3.3. Recovery Care and Related Residential Programs. Efforts to connect residents to community resources that offer recovery care and related residential programs, including the cost of transportation to those services, if needed.

5.2.3.3.4. Operations. Efforts include maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the facility.

5.2.3.3.5. Grant Activities. Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated

objectives, occupancy costs, and training on program requirements.

5.3. Matching Funds. Grantee shall provide the funds identified as “Matching Funds” in §5.2.1, above, unless otherwise approved in writing by DOH. Matching Funds may only be used for the eligible costs described in §5.2.3 of this **Exhibit A**.

5.4. Project Budget Line Item Adjustment.

5.4.1. If the table in §5.2.2 contains more than one budget line item, Grantee shall have authority to adjust individual budget line item amounts, without approval of the State, up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not include administrative line items (such as project delivery or administrative costs). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

5.4.2. Changes to individual budget lines amounts in §5.2.2 in excess of 10% shall require written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §16.I.i of the main Agreement.

6. PAYMENTS TO GRANTEE

Payments to Grantee shall be made in accordance with the provisions of §5 of the main body of the Agreement, and §6 of this **Exhibit A**.

6.1. Payment Schedule. Grantee shall submit all payment requests in a timely manner to DOH. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20th (to the extent possible) in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month’s pay request. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment. Payments may be withheld, at DOH’s reasonable discretion, pending submission by Grantee and approval by DOH of any reports or completion by Grantee of any administrative requirements set forth in the main Grant Agreement or this **Exhibit A**.

Payment	Amount	
All payments	100% of Payment Request	Paid upon DOLA’s receipt of actual expense documentation and written requests from the Grantee for reimbursement of eligible approved Project costs.
Total	\$1,914,000.00	

6.2. Any excess Grant Funds shall be returned to DOLA via deobligation letter from Grantee within 60 days prior to the expiration of the Grant Agreement.

6.3. Pay Request Process. Payment requests shall be submitted to DOH Key Personnel via instructed processes. Each request shall include all required/appropriate information and documentation necessary, per guidance provided by DOH, in order for DOH to verify eligibility of expenses.

6.4. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the main body of the Agreement:

City of Arvada 8101 Ralston Road Arvada, CO 80002

6.5. Interest. If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to \$500 per year for administrative expenses. All interest earned in excess of \$500 shall be remitted to DOLA.

7. ADMINISTRATIVE REQUIREMENTS – STATE

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit A**.

7.1. Accounting. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** of this **Exhibit A** above.

7.2. Audit Report. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit a copy of the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs Accounting & Financial Services 1313 Sherman Street, Room 323 Denver, CO 80203 Or email to: dola.audit@state.co.us and nellie.stagg@state.co.us
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7.3. Reporting. In addition to any reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee pursuant to **§6.1** of this **Exhibit A**.

7.3.1. Quarterly Performance Reports. Within 20 calendar days after the end of each quarter, Grantee shall submit a quarterly performance report. The quarterly performance report shall include reporting on the expected project deliverables as approved by DOH.

7.3.2. Annual Report. Within 30 calendar days after the first twelve months of the grant period and annually thereafter, Grantee shall submit an annual report. In the event that the grant term is shorter or longer than twelve months, Grantee shall use the reporting deadlines provided by the DOH Key Personnel. The annual report shall be completed using the reporting template which DOH shall

provide and shall include reporting on the expected deliverables as described in §3 and §1.4.9 (Homeless Management Information System) of this Exhibit A. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.

- 7.4. Monitoring.** The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and §7B and §C of the main body of the Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

7.4.1. DOH at its discretion may monitor files, policies, or other program documentation either on site or through a request of documents.

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INSURANCE REQUIREMENTS

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

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$2,000,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
4. ☒ **Crime Insurance** including employee dishonesty coverage for not less than \$1,000,000 each occurrence; and \$100,000 general aggregate.
5. ☐ **Umbrella Liability** of \$, following form to the Commercial General Liability.
6. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
7. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
8. ☐ **Pollution Legal Liability Insurance** for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
9. ☐ **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

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

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal. Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, Proposals will not be able to upload to the BidNet site. Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

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

3. MODIFICATION OR WITHDRAWAL OF OFFERS

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

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

4. REJECTION OF OFFERS

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

5. BEST VALUE AGENCY

The City of Arvada is a best value agency. Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as, but not limited to, qualifications, experience, and performance data to determine the best overall value to the city. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

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

The selection process will consist of evaluation of qualified proposals received based on the criteria outlined in this RFP. Presentations may be requested to confirm or clarify the information contained in the proposal responses. It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee.

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

- a) Cost-effectiveness and value for money. (20 points)
- b) Experience in providing similar services. (25 points)
- c) Quality and range of amenities and services. (15 points)
- d) Compliance plan robustness and understanding of federal regulations. (20 points)
- e) Geographic location and accessibility (15 points)
- f) Performance Measures (5 points)

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

7. PRESENTATIONS

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

8. PROPOSAL FORMAT REQUIREMENTS

Written proposal should include the information in the format outlined below and be limited to no more than **Ten (10) pages**. Required City forms, resumes, title pages are excluded from page count. Information should be concise, without extraneous content. Refrain from submitting generic marketing materials, alternate and unapproved agreements, and any other information not requested.

All information should be contained in in one pdf file, with sections bookmarked. The file name should start with proposer's name, then the proposal number. Imbedded links for required information are NOT acceptable. All information that proposers want evaluated must be contained in the pdf file.

Cover & executive summary

- a. Detailed budget breakdown, including monthly cost, and explanation of billing procedures as it applied to the Scope of Services.
- b. Detailed Business profile, including years in operation, Capacity as it applies to the Scope of Services
- c. A description of amenities and services offered
- d. Compliance plan detailing how your business (motel/hotel) will ensure adherence to Federal funding regulations – (proof of insurance and any necessary licenses or permits)
- e. Previous projects of similar size and scope, with references
- f. Completed attached City submittal forms and all other forms or attachments specifically requested – **including proof of good standing on SAM.gov – businesses must apply if not already listed in SAM.gov prior to execution of a contract.**

SCOPE OF SERVICES

INTRODUCTION

The City of Arvada (The City) has received Federal ARPA Grant Funds #HRHRGP2405 for the purpose of providing street outreach, emergency shelter, and bridge housing to the unhoused. The City is seeking written proposals businesses to provide emergency shelter for individuals and families in the Arvada community.

BACKGROUND

For the past decade, the City of Arvada has seen a steady increase in individuals experiencing homelessness in the community. The 2022 Point in Time (PIT) count identified 493 people experiencing homelessness in Jefferson County. In January 2023 that number rose to 854. A new PIT count was conducted in January 2024 and results of the count are expected in late summer. Primary causes of homelessness in Arvada have been identified as job loss, mental health issues, loss of family support, substance use, evictions, foreclosures, and incarceration, as well as larger structural issues such as increasing rents and lack of affordable housing.

To assist people experiencing homelessness and to help mitigate some of the negative impacts on the community, the City of Arvada applied to the Colorado Department of Local Affairs Transformational Homelessness Response Grant requesting funding to support efforts such as homeless street outreach, emergency shelter, and bridge housing services. The City was awarded funding in November 2023 to support these efforts and is creating partnerships and programs to accomplish these goals.

SCOPE OF WORK

The City of Arvada estimates that approximately 200 unsheltered individuals are in the Arvada community on any given night. The City is seeking written proposals from businesses to provide emergency shelter/housing options for homeless individuals and families in the Arvada community. The City is looking for a provider that can present a high-quality scope of work and cost-effective fee proposal. Services to be offered:

- A. Proposal must include proof that the Service Provider is not listed on exclusions in SAM.gov – Requirement of Executive Orders 12549 and 12689 of Grant.
- B. Provide between 30-35 rooms on a monthly basis for temporary housing for individuals and families referred by the City of Arvada.
- C. Ensure rooms are safe, clean, and in good condition.
- D. Offer a 24-hour front desk service and any necessary amenities.
- E. Coordinate with the City of Arvada on billing, reporting, and any related concerns.
- F. Ensure adherence to all federal, state, and local regulations and laws.

End of Scope of Services

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

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

The undersigned hereby affirms that:

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

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent Title of Agent Agent email

Type of Business: Corporation, State of Incorporation _____ Partnership (general)

Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

Principal line of business: _____

Number of years in present business: _____

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

References continued:

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

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

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

SUBMITTAL CHECKLIST:

Proposals shall be submitted in the order listed below, unless otherwise directed in Administrative Information, with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☐ Submit **one** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
- ☐ Cover & Executive Summary
- ☐ Detailed budget breakdown, including monthly cost.
- ☐ Explanation of billing procedures
- ☐ Description of amenities and services offered
- ☐ Compliance Plan robustness and understanding of Federal regulations.
- ☐ Terms & Conditions for early termination or extension of an agreement
- ☐ Completed, signed Required Vendor Submittal Form, Performance Measures and any other attachments requested
- ☐ Compliance Plan robustness and understanding of Federal regulations
- ☐ Attach Firm's licensing or certifications, if applicable
- ☐ SAM.gov proof of good standing

CONFIRM:

- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☐ Initial to acknowledge receipt of Addenda, if any:

#1 _____ #2 _____ #3 _____

VENDOR NAME: _____

SOLICITATION # 24-CED-079
Emergency Shelter Services (re-issue)

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which the City will monitor and report on the Vendor's performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.

2. The awarded vendor will be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____
2. _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City Project Manager.

1. _____
2. _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. _____
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will reduce the use of paper.

1. _____
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will be considered when renewing or awarding a contract with a vendor.

Exhibit B

**AN EMERGENCY SHELTER AGREEMENT BY AND BETWEEN THE CITY OF
ARVADA AND SANDPIPER ARVADA, LLC (d/b/a SUBURBAN STUDIOS DENVER
CENTRAL – ARVADA), IN AN AMOUNT NOT TO EXCEED \$1,134,000.00**



2024-2025 Preferred Group Pricing Agreement

11/27/2024

Carrie Espinosa
The City of Arvada

Dear Mrs. Carrie Espinosa:

We are excited to accommodate The City of Arvada this year and next! We look forward to your group's arrival and delivering outstanding service at the best value possible for The City of Arvada. Our Group Pricing not only offers tremendous value in accommodations, but it also makes booking reservations simple and provides a collaborative approach for your group's travel needs.

Choice Hotels International, Inc. is an American multinational hospitality company based in North Bethesda, Maryland. The company, which is one of the largest hotel chains in the world, owns several hotel brands ranging from upscale to economy. As of the third quarter 2023, Choice Hotels franchised nearly 7,500 hotels, representing nearly 630,000 rooms, in 46 countries and territories. This means The City of Arvada will receive an even greater level of discount due to our partnership, saving your group travel dollars!

Our Suburban Studios Denver Central-Arvada located at 6455 Sheridan Boulevard, Arvada, CO 80003 is pleased to offer the following Preferred Pricing for The City of Arvada as follows:

PREFERRED PRICING - RATE TABLE		LENGTH OF STAY:
ROOM TYPE:	NUMBER OF ROOMS:	30+ NIGHTS
SINGLE [1 bed]	TBD	\$77.00
DOUBLE [2 beds] OR SINGLE DELUXE [1 bed with couch / sofa sleeper]	TBD	\$77.00



- *Anticipated volume of sleeping rooms to be 22 rooms per night from 1/1/25-3/31/25 and 35 rooms per night from 4/1/25-12/31/25, with the option to extend for 1 year at the same rates (Group Pricing Plan is valid for stay dates, 12/1/2024 through 12/31/2026).*
- *Guest Room Capacity*
 - *Single - Maximum Capacity is 2 Adults*
 - *Double - Maximum Capacity is 4 Adults*
- *Rooms needed over the number of rooms listed above are subject to availability.*
- *Housekeeping services will be provided every 14 days; however, associates will enter the rooms every 7 days for inspection (This is required).*
- *Pet-friendly rooms available, for a fee.*
- *Rooming list, or direct approval by Joe Chrien or Daniel Bustos, is required in writing prior to check-in from The City of Arvada Group for any guest.*
- *Rates are quoted per suite, per night, are non-commissionable and subject to applicable fees and taxes.*
- *Security will be provided from 11pm-7am daily, which is covered in the nightly rate.*
- *The City of Arvada will provide a liaison as the single point of contact for all guests.*
- *Guests shall abide by hotel rules and conduct themselves appropriately, otherwise will be required to leave, at the hotel's discretion, and with the full support of The City of Arvada.*

CODE OF CONDUCT

- The following items apply to all the guests of The City of Arvada:
 - No running in the hallways of the hotel.
 - No loitering in or around the hotel.
 - Children must be accompanied by an adult at all times.
 - The hotel including all guest rooms and public areas is non-smoking. A \$250 fine will be charged for smoking in the hotel or guestroom and the offending guest will be required to leave the hotel.
 - Verbal or physical disputes are not allowed on property.
 - No visitors.
 - Any vehicles of the guests parked at the hotel must have a permit issued by the hotel.
 - Any code of conduct violations will result in removal of guest(s) by hotel and in conjunction, and with full support of The City of Arvada (The City of Arvada is responsible for all charges associated with the removal of the guest).



Reservations

As a Preferred Pricing Partner, The City of Arvada has several options when booking reservations with us:

- **Rooming List** - A rooming list will be provided to the hotel with names, arrival and departure dates and must be provided 24-hours in advance of the arrival. Hotel must receive written notification when guests are scheduled to depart, or charges will apply.
- **Single Point of Contact:** Joe Chrien, our Senior Regional Sales Manager, Daniel Bustos, Regional Operations Manager or the General Manager, can be your single point of contact for your lodging needs if and when necessary. They can assist with any group needs, payments and special requests.

Additionally, you can expect the following during your stay with us at Suburban Studios

- Fully equipped kitchen in each room with full size fridge, stove top and microwave
- Free Wireless Internet
- 24 Hour Onsite Guest Laundry
- Free Bi Weekly Housekeeping, additional weekly cleaning \$15 a week
- Dishes & Coffee Makers available for purchase at a reasonable rate
- Pet Friendly rooms available

Payment

MASTER ACCOUNT: Shall be pre-payment in full (including applicable taxes), monthly per room. Pre-payment shall be in the form of credit card provided, or ACH payment, prior to arrival. Payment should be remitted directly to the hotel.

Taxes

Each municipality has its own tax exemption laws for extended stays, greater than 30 nights or more. We will abide by those laws regarding tax refunds and exemptions. If The City of Arvada carries a tax-exempt status, please provide that certificate, accompanying the return of this executed agreement.

Client Satisfaction

We want to ensure that we are providing our partners with the best service level and travel savings possible. Your feedback is greatly valued at all times and is necessary to create a valued partnership.

Incidentals & Damages

The City of Arvada will be responsible for all incidental room charges, room damages, pet fees, and smoking. All incidentals & Damages to rooms will be immediately invoiced to The City of Arvada and payment is due within 24 hours of invoice receipt via a Credit Card Authorization form on file with Suburban Studios Arvada.

Assignment

This agreement may not be transferred or assigned by The City of Arvada without the written acknowledgement of the Single Point of Contact identified above.



Termination

To terminate this agreement, a written notice of 60 days is required. This agreement will terminate upon the filling of bankruptcy, liquidation or dissolution of The City of Arvada or upon delinquency in payment on the account per the agreed upon terms.

Acceptance

This agreement and its terms are subject to the written approval and acceptance of The City of Arvada prior to any guests being accommodated.

Except for terms described above, all other issues relating to reservations and stays, including check-in and check-out times, our right to deny accommodations, payment policy and cancellation policy, will be in accordance with our standard rules and policies. A copy of the standard rules and policies are available at your request.

We are very grateful to have the opportunity to partner with The City of Arvada this year for your accommodations. If you have any questions regarding this agreement or if I can be of assistance at any time, please contact me directly.

Acknowledged and Accepted in Full:

Joe Chrien
Regional Sales Manager
330-990-4987

Carrie Espinosa Date

The City of Arvada

Printed



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
11.A.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: CB24-020, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2024
(Ordinance No. 4886) (Presenter: Bryan Archer, Director of Finance)

Report in Brief

Presenter: Bryan Archer, Director of Finance

The attached ordinance is the final process to ensure that all Funds will end the year within their legally approved limits. The original budget of \$387,466,097 was approved by the City Council in October 2023.

The carryover ordinance approved by city Council in April 2024 increased the total appropriation by \$97,070,044, bringing the current budget to \$484,536,141. This ordinance requests that City Council approve a final clean-up ordinance that will add an additional \$26,597,998 to the budget, bringing the total appropriation to \$511,134,139.

The Arvada team recommends that the City Council approve CB24-020, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2024 on final reading.

Financial Impact

The overall increase in the 2024 appropriation is \$26,597,998 and will bring the total appropriation to \$511,134,139. Increased revenues or sufficient reserves exist to cover each of the budgeted items. The final modification to the budget will ensure each fund does not exceed its legally adopted appropriation.

Background

The budget is an ongoing process throughout the year. It begins eight months prior to the beginning of the fiscal year. Throughout any given budget year, many things can change. Most of these changes can be accommodated within the appropriation that the City Council adopts. Other changes, such as grants and extraordinary expenditures, require City Council approval.

At the beginning of the year, there may be items that were not contemplated in the prior year and must be re-appropriated. This is referred to as the "Carry-Forward" ordinance. This usually comes to the City Council in the first quarter of the year and increases the total appropriation. Throughout the year, the City Council also adopts resolutions approving the acceptance of grants and other types of arrangements. Resolutions inform the City Council of changes. However, the budget may only be legally increased through the adoption of an ordinance. The final way to modify the budget is to adopt a final ordinance near the end of the year. This ordinance is often referred to as the "Clean-up" ordinance.

Discussion

This ordinance will increase the appropriation in 11 funds.

The attached table provides a summary of the history of the adjustments made to each fund in 2024. The following information summarizes the adjustments by Fund:

General Fund \$10,477,985

An increase of \$6,300,000 is needed for the purchase of the Early college of Arvada.

An increase of \$55,000 is needed for grants received by Public Safety for the purchase of equipment.

An increase of \$4,000,000 is needed for a loan to AURA for the Ralston Fields project area.

An increase of \$86,000 is needed for a Jeffco election invoice not carried forward from 2023.

An increase of \$36,985 is needed for increase in 2023 audit costs due to new Governmental accounting standards implemented.

Community Development Fund \$1,914,000

An increase of \$1,914,000 is needed for a Division of Housing ARPA grant received and not carried forward from 2023.

Housing Authority Fund \$2,905,000

An increase of \$360,000 is needed for the Mainstream Housing program for rental assistance. This request is funded by grant funds from the Housing and Urban Development Grant.

An increase of \$2,545,000 is needed for the Section 8 Housing program for rental assistance. This request is funded by grant funds from the Housing and Urban Development Grant.

Police Seizure Fund \$50,500

An increase of \$50,500 is needed for the purchase of a new K-9 Vehicle and additional equipment for tow other police vehicles.

Police Tax Increment .21 Fund \$240,942

An increase of \$226,164 is needed for grant funding received for employee wellness, automated license plate readers, personnel expenses, safety equipment and DUI enforcement.

An increase of \$14,778 is needed for Tshirts and crash reports, these items are funded by reimbursements from other agencies.

Capital Improvement Fund \$2,064,667

An increase of \$388,000 for electric vehicle charging infrastructure, this item is funded by grants received.

An increase of \$2,220 is needed for a traffic overage for the Ralston Road concept, this is funded by a transfer from the General Fund.

An increase of \$1,674,447 is needed for a transfer to the aquatic center project, this is funded from interest received in the Capital Project Fund.

Construction Fund \$5,094,032

An increase of \$5,094,03 is needed for construction of the aquatic center. \$1,674,447 is funded from interest received in the Capital Improvement Fund during 2023, \$2,191,886 is funded from unallocated 98-101 funds in the Capital Improvement Fund and \$1,227,699 is funded from interest received from the proceeds of the 2021 COP issued for the aquatic center.

Golf Fund \$795,000

An increase of \$95,000 is needed for concrete repairs at the West Woods Golf Course. This is funded by a transfer from the Capital Improvement Fund.

An increase of \$700,000 is needed for increased expenses in the Golf Fund due to increased sales in both Golf and restaurant operations. This increase will be funded by increased revenue in the Golf Fund.

Insurance Fund \$501,000

An increase of \$322,000 is needed for property claims such as a Wadsworth overpass claim from a previous year, utility boring

damage done to a property and for a tree that fell on a residents' roof. These increases will be funded by the fund balance in the Insurance Fund.

An increase of \$179,000 is needed for vehicle damage to a dump truck and police vehicles. This increase will be funded by the fund balance in the Insurance Fund.

Computer Fund \$1,307,872

An increase of \$1,307,872 is needed for the computer replacement project, this will be funded by the computer fund balance.

Vehicle Fund \$958,000

An increase of \$80,000 is needed for the purchase of two Ford F-150 trucks. This is funded by a transfer from the Stormwater Fund.

An increase of \$450,000 is needed for the purchase of a Jet Vac truck. This is funded by a transfer from the Wastewater Fund.

An increase of \$40,000 is needed for the purchase of a Ford F-150 truck. This is funded by a transfer from the Wastewater Fund.

An increase of \$300,000 is needed for increased costs for maintenance parts. This is funded by the Vehicle Fund balance.

An increase of \$88,000 is needed for the purchase of a skid steer. This is funded by a transfer from the Water Fund.

Building Fund \$289,000

An increase of \$289,000 is needed for maintenance work at the Post Office. This is funded by the post office lease payments.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The Ordinance supports the following principle within the Organizational and Service Effectiveness Priority area within the City Council Strategic Plan.

"Provides a well-managed, fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service"

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB24-020, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2024 on final reading.

Suggested Motion:

I move that CB24-020, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2024, be (approved on final reading, numbered 4886 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	11/25/2024
Bryan Archer, Director of Finance	11/25/2024
Tammy Hedlund, Legal Specialist	11/25/2024
Laura Hemler, Assistant City Attorney	11/25/2024
Rachel Morris, City Attorney	11/26/2024
Linda Haley, Acting City Manager	11/26/2024

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 24-020
ORDINANCE NO. 4886

AN ORDINANCE AUTHORIZING AN ADDITIONAL APPROPRIATION
FOR FISCAL YEAR 2024

WHEREAS, the City Council of the City of Arvada adopted Ordinance No. 4860 (Council Bill No. 23-027), which authorized the annual appropriation for Fiscal Year 2024; and

WHEREAS, Section 10.8(a) of the Arvada Home Rule Charter provides that City Council may make additional appropriations by Ordinance during the fiscal year for unanticipated expenditures required of the City; and

WHEREAS, the City Council of the City of Arvada finds that an additional appropriation is necessary in order for the City to meet unanticipated expenditures; and

WHEREAS, the City Council of the City of Arvada further finds that such additional expenditures and budgeted expenses do not exceed budgeted revenues and reserves for Fiscal Year 2024.

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

Section 1. The following sums of money as may be needed or deemed necessary to defray the expenses and liabilities of the City of Arvada are hereby appropriated for Fiscal Year 2024.

City of Arvada Final Appropriation

Fund	Final Budget
General Fund	\$153,163,021
Conservation Trust Fund	\$190,016
Street Maintenance Fund	\$15,311,629
Community Development Fund	\$3,140,248
Housing Authority Fund	\$8,926,464
Emergency Fund	\$142,020
Parks Fund	\$17,236,113
Police Seizure	\$81,722
Police Tax Increment Fund .21	\$8,450,483
Police Tax Increment Fund .25	\$11,353,974
Debt Service	\$5,804,282
COP Debt Service Fund	\$3,277,484

Capital Improvement Projects Fund	\$14,560,115
Construction Fund	\$7,989,003
Water Fund	\$141,548,193
Wastewater Fund	\$73,995,416
Golf Course Fund	\$8,823,653
Stormwater Fund	\$8,321,794
Solid Waste Fund	\$4,737,907
Insurance Fund	\$4,120,203
Computer Replacement Fund	\$10,127,013
Print Shop	\$365,994
Vehicle Fund	\$8,702,330
Building Fund	\$765,062
Total Appropriation	\$511,134,139

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 2nd day of December, 2024.

PASSED, ADOPTED, AND APPROVED this 16th day of December, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: December 5, 2024
 December 19, 2024

City of Arvada 2024 Final Appropriation

Fund	Original Budget	Carryover Ordinance	Clean-Up Ordinance
General Fund	\$ 124,576,764	\$ 18,108,272	\$ 10,477,985
Conservation Trust Fund	\$ 190,016	\$ -	\$ -
Streets Maintenance Fund	\$ 12,824,973	\$ 2,486,656	\$ -
Community Development Fund	\$ 1,226,248	\$ -	\$ 1,914,000
Housing Authority Fund	\$ 6,021,464	\$ -	\$ 2,905,000
Emergency Fund	\$ -	\$ 142,020	\$ -
Parks Fund	\$ 14,337,478	\$ 2,898,635	\$ -
Police Seizure	\$ 31,222	\$ -	\$ 50,500
COP Series Debt Service Fund	\$ 3,277,484	\$ -	\$ -
Police Tax Increment Fund .21	\$ 7,591,419	\$ 618,122	\$ 240,942
Police Tax Increment Fund .25	\$ 8,269,420	\$ 3,084,554	\$ -
Debt Service Fund	\$ 5,804,282	\$ -	\$ -
Capital Improvement Projects Fund	\$ 8,249,512	\$ 4,245,936	\$ 2,064,667
Construction Fund	\$ -	\$ 2,894,971	\$ 5,094,032
Water Fund	\$ 101,037,278	\$ 40,510,915	\$ -
Wastewater Fund	\$ 55,971,929	\$ 18,023,487	\$ -
Golf Course Fund	\$ 8,010,198	\$ 18,455	\$ 795,000
Stormwater Fund	\$ 6,761,290	\$ 1,560,504	\$ -
Solid Waste Fund	\$ 4,737,907	\$ -	\$ -
Insurance Fund	\$ 3,548,316	\$ 70,887	\$ 501,000
Computer Replacement Fund	\$ 7,028,141	\$ 1,791,000	\$ 1,307,872
Print Shop	\$ 365,994	\$ -	\$ -
Vehicle Fund	\$ 7,128,700	\$ 615,630	\$ 958,000
Building Fund	\$ 476,062	\$ -	\$ 289,000
Total	\$ 387,466,097	\$ 97,070,044	\$ 26,597,998

Final Budget
\$ 153,163,021
\$ 190,016
\$ 15,311,629
\$ 3,140,248
\$ 8,926,464
\$ 142,020
\$ 17,236,113
\$ 81,722
\$ 3,277,484
\$ 8,450,483
\$ 11,353,974
\$ 5,804,282
\$ 14,560,115
\$ 7,989,003
\$ 141,548,193
\$ 73,995,416
\$ 8,823,653
\$ 8,321,794
\$ 4,737,907
\$ 4,120,203
\$ 10,127,013
\$ 365,994
\$ 8,702,330
\$ 765,062
\$ 511,134,139

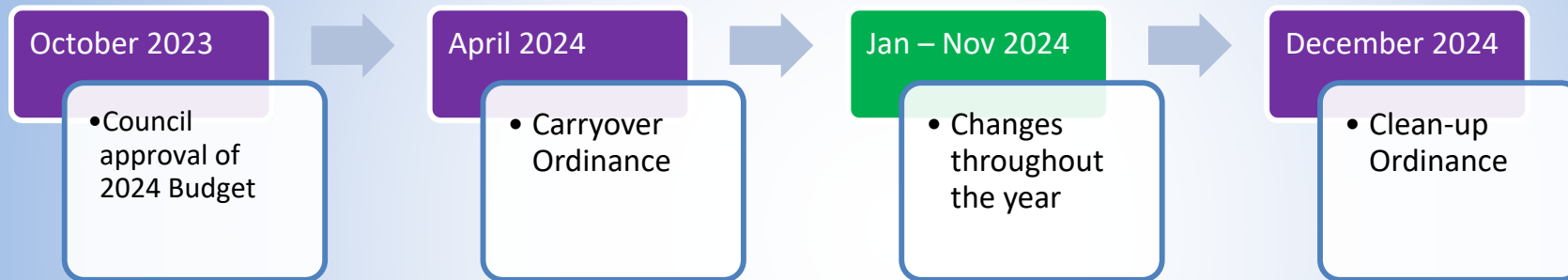


2024 Supplemental Appropriation

**City Council
December 16, 2024**



Annual Budget Process



Ordinances

Resolutions



Supplemental Budget



What is it?

An additional budget that provides more money to certain items(Funds) listed in the final budget

Why?

To fund unexpected needs, revenues not anticipated when the budget was approved and/or grant funds

When?

Before the end of the year

Original Budget	\$387,466,097
Carryover Ordinance	97,070,044
Current Approved Budget	\$484,536,141
General Fund	\$10,477,985
Community Development	1,914,000
Housing Authority	2,905,000
Police Seizure	50,500
Police Tax Increment Funds	240,942
Capital Improvement Fund	2,064,667
Construction Fund	5,094,032
Golf Course Fund	795,000
Insurance Fund	501,000
Computer Replacement	1,307,872
Vehicle Fund	958,000
Building Fund	289,000
Supplemental/Clean-Up Ordinance	\$26,597,998
Final Revised Budget	\$511,134,139

Fund	Original Budget	Carryover Ordinance	Clean-Up Ordinance	Final Budget
General Fund	\$ 124,576,764	\$ 18,108,272	\$ 10,477,985	\$ 153,163,021
Conservation Trust Fund	\$ 190,016	\$ -	\$ -	\$ 190,016
Streets Maintenance Fund	\$ 12,824,973	\$ 2,486,656	\$ -	\$ 15,311,629
Community Development Fund	\$ 1,226,248	\$ -	\$ 1,914,000	\$ 3,140,248
Housing Authority Fund	\$ 6,021,464	\$ -	\$ 2,905,000	\$ 8,926,464
Emergency Fund	\$ -	\$ 142,020	\$ -	\$ 142,020
Parks Fund	\$ 14,337,478	\$ 2,898,635	\$ -	\$ 17,236,113
Police Seizure	\$ 31,222	\$ -	\$ 50,500	\$ 81,722
COP Series Debt Service Fund	\$ 3,277,484	\$ -	\$ -	\$ 3,277,484
Police Tax Increment Fund .21	\$ 7,591,419	\$ 618,122	\$ 240,942	\$ 8,450,483
Police Tax Increment Fund .25	\$ 8,269,420	\$ 3,084,554	\$ -	\$ 11,353,974
Debt Service Fund	\$ 5,804,282	\$ -	\$ -	\$ 5,804,282
Capital Improvement Projects Fund	\$ 8,249,512	\$ 4,245,936	\$ 2,064,667	\$ 14,560,115
Construction Fund	\$ -	\$ 2,894,971	\$ 5,094,032	\$ 7,989,003
Water Fund	\$ 101,037,278	\$ 40,510,915	\$ -	\$ 141,548,193
Wastewater Fund	\$ 55,971,929	\$ 18,023,487	\$ -	\$ 73,995,416
Golf Course Fund	\$ 8,010,198	\$ 18,455	\$ 795,000	\$ 8,823,653
Stormwater Fund	\$ 6,761,290	\$ 1,560,504	\$ -	\$ 8,321,794
Solid Waste Fund	\$ 4,737,907	\$ -	\$ -	\$ 4,737,907
Insurance Fund	\$ 3,548,316	\$ 70,887	\$ 501,000	\$ 4,120,203
Computer Replacement Fund	\$ 7,028,141	\$ 1,791,000	\$ 1,307,872	\$ 10,127,013
Print Shop	\$ 365,994	\$ -	\$ -	\$ 365,994
Vehicle Fund	\$ 7,128,700	\$ 615,630	\$ 958,000	\$ 8,702,330
Building Fund	\$ 476,062	\$ -	\$ 289,000	\$ 765,062
Total	\$ 387,466,097	\$ 97,070,044	\$ 26,597,998	\$ 511,134,139



Additional Appropriation

- All requests have equivalent revenue sources (grants, revenues over budget, transfers, etc.) to offset
 - *OR*
- There are sufficient reserves to cover the expenditures



General Fund



- \$10,477,985 in expenditures
- All increases are being funded by additional revenue (grants, reimbursements and sales tax) or use of fund balance reserves



General Fund

- \$6,300,000 for the purchase of a property (use of fund balance reserves)
- \$4,000,000 for a short-term loan to AURA (use of fund balance reserves)
- \$117,985 various operating expenditures (grants & increased revenues)



Community Development Fund

- \$1,914,000 Division of Housing ARPA Grant (offset by grant funds)



Housing Authority Fund

- \$2,545,000 for additional Section 8 Housing grant funds for rental assistance (offset by grant funds)
- \$360,000 for additional Mainstream Housing Assistance Payment grant funds for rental assistance (offset by grant funds)

Police Seizure

- \$50,500 for the purchase of a new K-9 Vehicle (offset by seizure funds)



Tax Increment Funds

- \$226,164 purchase of equipment, employee wellness, license plate readers, safety equipment and DUI enforcement (offset by grant funds)
- \$14,778 equipment and crash reports (offset by outside agencies)



Capital Improvement Fund

- \$1,674,447 additional funding for AAC (interest revenue earned)
- \$388,000 for electric charging stations (offset by grant funds)
- \$2,220 traffic related expense for Ralston Road (transfer from General Fund)



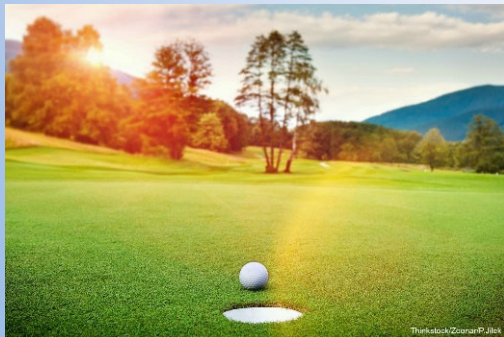
Construction Fund

- \$5,094,032 additional funding for AAC (interest revenue earned and transfer from 98-101 funds)



Golf Course Fund

- \$300,000 inventory for restaurants and pro-shop (increased fee revenue)
- \$115,000 temporary wages (increased fee revenue)
- \$285,000 miscellaneous operating supplies (increased fee revenue)
- \$95,000 concrete repairs at WWGC (increased fee revenue)





Insurance Fund

- \$322,000 increased property claims (offset by fund balance reserves)
- \$179,000 increase vehicle damage (offset by fund balance reserves)

Computer Fund

- \$1,307,872 Increase for the computer replacement project (offset by fund balance reserves)



Vehicle Fund

- \$450,000 for purchase of a Jet-Vac truck (offset by transfer from Wastewater Fund)
- \$300,000 for inflation related to the maintenance of vehicles (offset by fund balance reserves)
- \$88,000 for purchase of a skid steer (offset by transfer from Water Fund)
- \$80,000 for purchase of two F-150 trucks (offset by transfer from Stormwater Fund)
- \$40,000 for purchase of a F-150 truck (offset by transfer from Wastewater Fund)



Building Fund

- \$289,000 for maintenance work at the Post Office building (offset by lease payments)





REPORT TO CITY COUNCIL PUBLIC HEARING

**AGENDA ITEM
11.B.**

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: Luxelocker, a 8.397 acre lot generally located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane) (Presenter: Rob Smetana, Manager of City Planning and Development)

Report in Brief

Financial Impact

Background

Discussion

Public Contact

The required neighborhood meeting for this project took place on February 8, 2024. The applicant, staff, and zero neighbors were in attendance.

Commission Recommendation

Strategic Alignment

Alternative Courses of Action

N/A

Recommendation for Action

Suggested Motion:

Prepared by:
Heidi Van Gieson, Administrative Specialist

SUBJECT: Luxelocker, a 8.397 acre lot generally located at Lot 1, Block 2 Candelas 93-72
South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane)
(Presenter: Rob Smetana, Manager of City Planning and Development)

PAGE: 2
ITEM: 11.B.

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II	11/25/2024
Rob Smetana, Planning Manager	11/25/2024
Jessica Garner, Director of Community and Economic Development	11/25/2024
Gail Walker, Legal Specialist-Contracts	11/25/2024
Tammy Hedlund, Legal Specialist	11/25/2024
Emily Grogg, Senior Assistant City Attorney	11/25/2024
Rachel Morris, City Attorney	11/26/2024
Linda Haley, Acting City Manager	11/26/2024

Enclosure, exhibits & attachments required to support the report

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

Luxelocker Arvada
PUD Development Plan & Major Subdivision Preliminary Plat
DA2024-0037

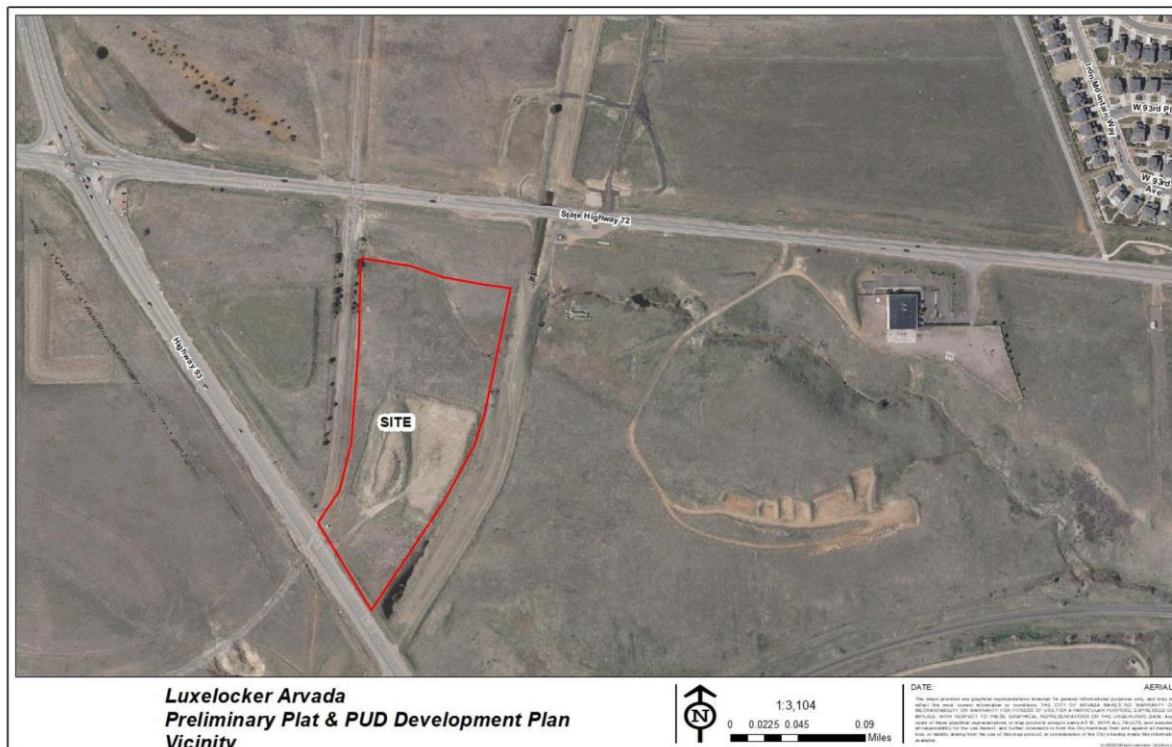
NATURE OF REQUEST

Luxelocker is requesting approval of a PUD Development Plan and Major Subdivision Preliminary Plat in order to construct six buildings to be used for self-storage. These storage units will be marketed both for sale and for lease. An owner's association will be created and each unit condominiumized.

LOCATION AND HISTORY

The subject property is 8.4 acres in size, undeveloped, and is located on Lot 1, Block 2 Candelas 93-72 South Filing No. 1. The property is located just west of the intersection of State Highways 72 and 93 and on the southside of Highway 72.

The property was annexed into the City in 1994 with the Jefferson Center No. 12 Annexation. The area is included in the overall Candelas Outline Development Plan (ODP) and has been planned for future commercial uses. In July of 2024, the subdivision for this property was approved by the City along with civil construction drawings which created developable lots and will build the necessary infrastructure to serve this site and the others within this new commercial center.



NEIGHBORHOOD MEETING

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

The required neighborhood meeting for this project took place on February 8, 2024. The applicant, staff, and zero neighbors were in attendance.

PUBLIC NOTIFICATION

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

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

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

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

SEVERED MINERAL RIGHTS

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

DEVELOPMENT REVIEW TIMELINE

The project was placed on the Public Hearing track for review. The project was accepted for review on May 15th and two rounds of reviews were required before allowing the application to proceed to a scheduled Planning Commission hearing on November 12, 2024.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

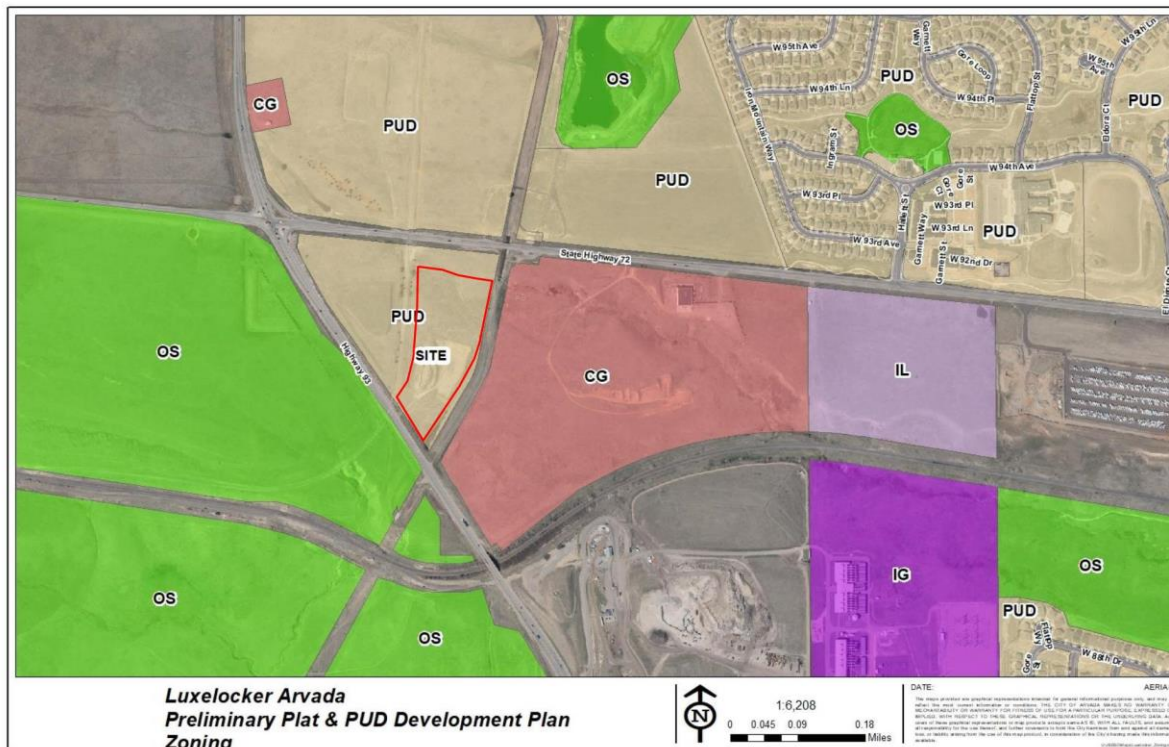
The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE

The subject property is currently zoned PUD (Planned Unit Development) and is approximately 8.4 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North (across W. 92 nd Lane)	PUD	Future Regional Detention Pond
South (across Highway 93)	Parks and Open Space	Open Space
East (across Liberty Canyon Lane)	PUD	Barbara Gulch
West	PUD	Union Pacific Railroad ROW



PROJECT ANALYSIS

Compliance with the Comprehensive Plan

The property is designated as Neighborhood/Community Commercial on the Comprehensive Plan Future Land Use map. The intention of the Neighborhood/Community Commercial designation is to provide shopping service to adjacent and surrounding neighborhoods in the community. In addition to traditional commercial, retail and office uses, other uses including self-storage, light industry, and motor-vehicle uses can be allowed. The proposed development is consistent with this land uses designation as well as the following Comprehensive Plan Goals & Policies:

POLICY L-5.1: Targeted Redevelopment Areas

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

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

POLICY ED-3.1: Commercial Development in “Centers”

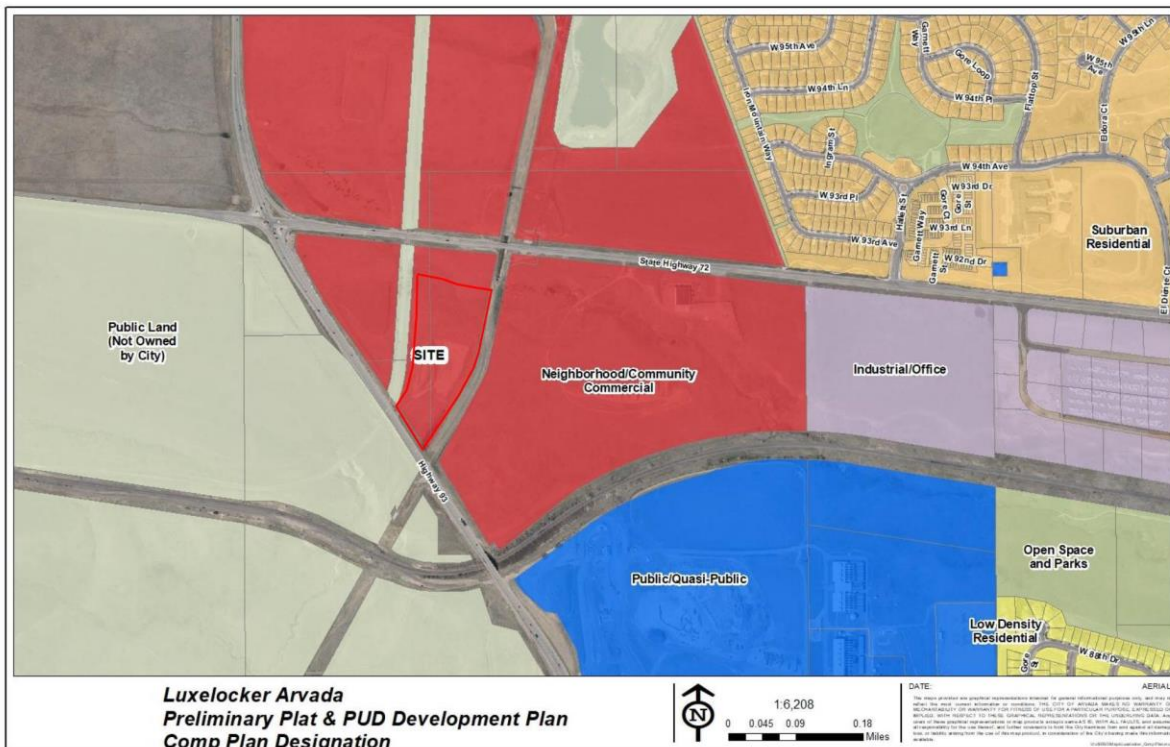
The City will plan for a hierarchy of commercial development at major intersections to serve the future needs of the community, including neighborhood and regional commercial centers. The City should discourage strip commercial development along arterial roadways where inappropriate.

POLICY ED-3.2: Neighborhood and Community Commercial Centers

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

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

POLICY ED-4.1: Promote Redevelopment of Underutilized Commercial Areas



Compliance with Other Applicable Plans

The property is also under the guidance of the Northwest Arvada Sub-Area Plan adopted in 2023. The project is in compliance with the plan.

Setbacks

PUD zoning allows an applicant to establish development standards for their site. Setbacks will be provided as follows:

Front (north, south, east)	20 Feet
Interior Side (west)	10 Feet

Building Height

The buildings will be 16 feet in height from finished grade to the point of measurement at the roof deck, with a four-foot-tall parapet.

Open Space

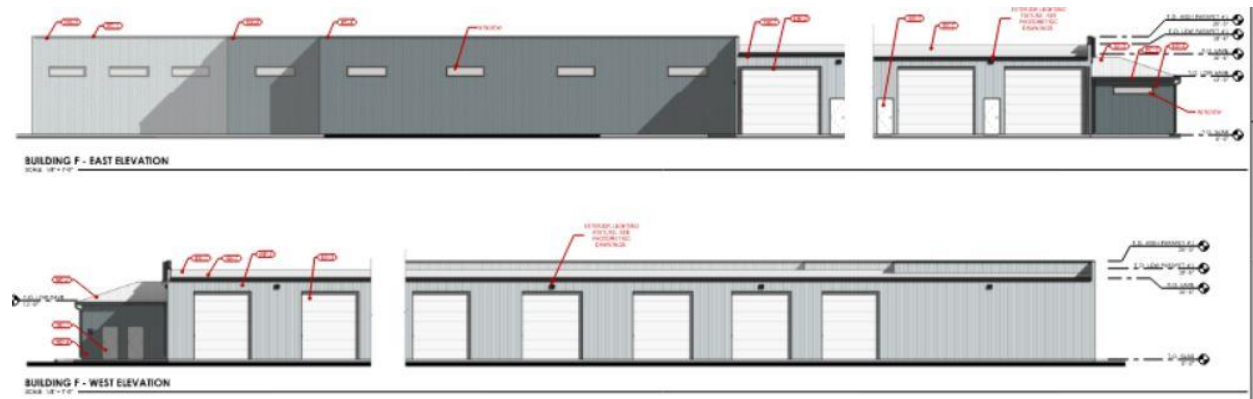
Thirty-eight percent of the site will be landscape surface area.

Landscaping, Buffering and Fencing

Landscaping is provided along all three street frontages and in several landscaped islands on the ends of Building F. New street trees will be planted along W. 92nd Lane (a public street) and along Liberty Canyon Lane (a private streets). Street trees are not required along Highway 92. On-site landscaping, primarily along the street frontages, utilizing ornamental and evergreens trees is used here to help soften the appearance from the highway and is also used as screening. Additionally, a six-foot-tall wrought iron fence with CMU columns will be built around the property. Portions of the site that will be visible from Highway 93 will contain a privacy screen with the fence.

Building Design

The buildings will be constructed primarily of a metal wall panel system that will be finished with stucco over the metal panels and smooth metal wall panels in other areas. Every unit will have an overhead door which will allow for vehicle storage (if desired, some of the units will have taller doors allowing for the storage of recreational vehicles such as RVs. Some transom windows have been added to building facades that face streets.



Circulation and Connectivity

One point of public vehicular access is provided off of W. 92nd Lane. This point of access will be secured and controlled by a gate. An additional point of access is provided off Liberty Canyon Lane, however, this will be reserved for fire and emergency access only. A new detached, public sidewalk along both W. 92nd Lane and Liberty Canyon Lane will be constructed with this project.

Grading and Drainage

Existing grades on the site generally flow from east from the railroad towards Liberty Canyon Lane where flow is conveyed through an open swale north towards W. 92nd Lane, where existing storm infrastructure accepts the flow and takes it to a regional detention pond that will be built by the master developer.

Parking and Loading

Two off-street parking spaces will be provided (one standard and one handicapped). Owners will also have the ability to park inside of their units or outside of their units. Adequate space is provided so that vehicles are not parked within a fire lane and emergency access easement.

Utility Services

The property will have water and sanitary sewer service provided by the Jefferson Center Metropolitan District.

Police and Fire Protection

Arvada Police and Arvada Fire and Protection District serve the property.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

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

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

Div. 8-3-8 Major Subdivision Preliminary Plat Approval Criteria	Finding	Rationale
1. The proposed subdivision is consistent with the Comprehensive Plan.	Complies	The proposed subdivision is consistent with the Comprehensive Plan and the Neighborhood/Community Commercial designation on the Future Land Use map.
2. The proposed subdivision is consistent with, and implements, the intent of the zoning district in which it is located. If the subject property is in a PUD zoning district, the subdivision is consistent with any previously approved PUD Outline Development Plan, PUD Development Plan, and/or PUD Final Development Plan.	Complies	The subdivision is consistent with the Candelas Outline Development Plan and will be consistent with the PUD Development Plan being processed concurrently.
3. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.	Complies	The infrastructure necessary to service this site is under construction and will be available to serve the project before it is built.
4. The proposed subdivision will not result in significant adverse impacts on the natural environment or the use and enjoyment of adjoining property, including changes in air quality, water quality, noise levels, stormwater	Complies	The proposed subdivision will not result in negative impacts.

runoff, wildlife habitat, and/or natural vegetation, in that such impacts will be substantially avoided or mitigated by design.		
5. The proposed subdivision complies with all applicable regulations, standards, requirements, or plans of the federal or state governments and other general or special-purpose governmental entities with jurisdiction, involving (but not limited to) such matters as wetlands, water quality, erosion control, potable water, fire safety, or wastewater regulations.	Complies	The proposed subdivision complies with all applicable regulations.
6. The proposed subdivision complies with all applicable use, development, and design standards set forth in Chapter 2, Zoning Districts, Chapter 4, Environmental and Site Design, and other applicable provision of this Code, except to the extent the same are modified as may be provided in this Code. Applicants shall avoid creating lots or patterns of lots in the subdivision that will make future compliance with such development and design standards difficult or infeasible.	Complies	The proposed subdivision complies with all applicable standards in the LDC.
7. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purpose and intent of this LDC.	Complies	The proposed subdivision only establishes new easements necessary to service the project and is in compliance with the LDC.

Div. 8-3-10 PUD Development Plan Approval Criteria	Finding	Rationale
1. The plan is consistent with the Comprehensive Plan or reflects conditions that have changed since the adoption of the Comprehensive Plan	Complies	The plan is consistent with the Comprehensive Plan and the Neighborhood/Community Commercial designation on the Future Land Use map.
2. The plan is consistent with and implements and previously approved Outline Development Plan in effect for the subject property, per Section 8-3-10-7, PUDs Approved Prior to Effective Date.	Complies	The plan is consistent with the previously approved Candelas Outline Development Plan.
3. The plan represents a development that will address a unique situation, confer a substantial benefit to the City, or incorporate creative site design such that it achieves the purposes set out in Section 8-3-10-1, Purpose of Planned	Complies	The plan created adds a unique product to the Arvada market that is different than a traditional self-storage facility. Arvada residents will have the option to purchase units

Development Zone, and represents an improvement in quality over what could have been accomplished through application of the otherwise applicable zoning district or development standards.		and the site will be under stricter control with CC&Rs. The site is adjacent to railroad right-of-way and the use at this location is more appropriate than it might be in other, more prominent locations. Denser landscaping along the streets is used to help soften and views and screen from the street and a higher quality wrought iron fence is used.
4. The plan generally complies with the intent of the use, development and design standards set forth in the LDC.	Complies	The plan complies with the intent of the PUD zone district.
5. To the extent reasonably feasible, the plan provides for integration and connection with adjoining development through street connections, sidewalks, trails, and similar features; unless due to the nature of the uses that are allowable in the plan such connections are not desirable.	Complies	The plan will provide new, detached sidewalks along W. 92 nd Lane and Liberty Canyon Lane which will establish a pedestrian network to other development parcels in the commercial center.
6. Sufficient public safety, transportation, and utility facilities and services will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.	Complies	The infrastructure necessary to service this site is under construction and will be available to serve the project before it is built.
7. The proposed uses (or group of uses) are appropriately located and designed, both within the boundaries of the plan and in relation to adjacent uses, such that the foreseeable, material adverse impacts that may be created by the scale, design, and operating characteristics (e.g., hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts) of the uses are avoided or mitigated.	Complies	The proposed use is located on a site that is relatively isolated from other nearby uses (both residential and commercial due to the presence of the railroad, Highway 72 and Barbara Gulch. The location of this use is appropriate.
8. If the application for plan approval is accompanied by an application for rezoning to the PUD zoning district, the rezoning application is concurrently approved.	Complies	NA

STAFF RECOMMENDATION

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

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



SUMMARY MINUTES OF PLANNING COMMISSION ACTION HELD
November 12, 2024

Planning Commission meeting minutes are not an exact transcript and represent key points and the basis of discussion.

1. **CALLED MEETING TO ORDER– By Michael P. Griffith at 6:17 P.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL OF MEMBERS**

Those present: Michael P. Griffith, Andrew Gay, Tim Knapp, Tom Aljinovich, Doug Magee, Steve Hannan

THOSE ABSENT Brandon Figliolino

Motion to excuse Mr. Figliolino for his absence

Those voting Yes: Griffith, Hannan, Knapp, Aljinovich, Magee, Gay,

Those voting No:

Those absent: Figliolino

The motion carried 6-0

ALSO PRESENT: Rob Smetana, City Planning Manager; Emily Grogg, Sr. Ass't. City Attorney; Rozalynne Thompson, Principal Planner; Jessica Garner, Director of Community and Economic Development ;Jeremiah Bebo, Sr. Planner; Nathaniel Gonzales, Planner I, Shane Greenburg, Senior Planner, Jake Sawaya, Development Engineer, Claudia Vaughn, City Engineer, Dixielee Rodriguez, Recording Secretary.

4. **APPROVAL OF MINUTES**

September 17, 2024. The minutes stand approved as printed.

5. **GENERAL BUSINESS**

None

6. **REPORTS**

None

7. PUBLIC COMMENT

Mr. Griffith swore in all guests that will be speaking.

Mike Schweitzer; resident of Arvada, stated his disappointment in no longer having remote attendance access to the planning commission meetings. He would like the city to re-instate the availability of online attendance. He believes that the benefits outweigh the cost to provide this to the community.

Mike Rawluk; not an Arvada resident but speaking on behalf of Ralston Valley Coalition. He stated that the RVC would like the City of Arvada to consider amending the Public Comment or Testimony rules for Planning Commission and City Council Meetings. They feel that it is difficult to develop effective testimony within three minutes. They are asking if the city can adopt a similar rule that Jeffco follows which allows HOA representatives to have 10 minutes of testimony as registered groups. They would also ask that Non Profits have 10 minutes of testimony. They also ask that they can have a layout similar to what the Amazon hearing looked like, where the applicant and public comment representative had an equal amount of time to present, have a rebuttal and closing remarks.

Mr. Griffith asked if they are allowed to address the public comment brought up.

Ms. Grogg stated that the City Council does not engage in back and forth with these types of Public Comments. That does not mean that if there were comments that the commission wanted to make, they are welcome to but we cannot make decisions or vote on these matters as it is not something that staff has prepared for.

Mr. Griffith stated that these are all good points that have been brought up during public comment and that he would encourage them to make them to City Council as well. Points that were made about accessibility are valid and it is something that staff can get with City Council to discuss further.

8. PUBLIC HEARINGS

8.C.1 DA2024-0037 A PUD Development Plan for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane)

Mr. Griffith opened the public hearing.

Mr. Griffith asked if all of the required documents were in order.

Mr. Bebo stated the posting in the newspaper, mailed notice and sign posting. The Mailing Affidavit and Posting Log are in order.

Mr. Griffith entered into the record the staff report, publication, posting log and affidavit and the mailing affidavit.

Mr. Griffith asked Mr. Bebo to introduce the project.

Mr. Bebo stated that representatives with Luxelocker are requesting approval a PUD Development Plan and a Major Subdivision Preliminary Plat for Lot 1, Block 2 Candelas 93-72 South Filing No. 1. The property is zoned PUD or Planned Unit Development and as such the PUD Development Plan and Major Subdivision Plat require public hearing. The applicant wishes to construct 6 buildings to be used for self storage. The storage units will be marketed both for sale and for lease in an owners association created for the site. City Staff recommends approval and is available for questions.

David Ferrette, does not live in Arvada stated that Luxelocker is a national brand mainly in the western United States but they are in about 7 different states that solely builds luxury RV and boat storage. Typically they like to build around single family residences. They are looking at the area near Candelas as it is a growing area. They like to think of themselves as a benefit of the local area as many times these areas have HOA's that don't allow RV's and boats and they bring them indoors. The units are metal buildings that are fully enclosed from the elements. These units are typically for rent or they condo them out with strict CC&R's. Nobody can live in them, or run a business out of them. They have security cameras throughout. There is no one onsite but there are people around doing landscaping and maintenance. There will be two restrooms, a wash bay and RV dump for all users. It is generally a very low trip count for this size of development. They have been meeting with Candelas to meet their design guidelines. They have been reviewing the landscape standards with the city and have exceeded what is required.

PUBLIC COMMENT

There being no one wishing to speak, Public Comment was closed.

QUESTIONS FROM THE COMMISSION

Mr. Magee asked staff why it states that this project is in compliance with the Northwest Sub Area plan?

Mr. Bebo stated that Amendment 6 of the ODP allows general commercial uses in the area so this project is in compliance with that.

Mr Magee stated that in the approval criteria for the Preliminary Plat, the rationale under criteria 3 states that there is infrastructure already being built. Can you explain what is being built right now?

Mr. Bebo stated that this is being built under a separate City approved Master Development Plan for that area. The master developer plotted these larger lots for commercial development and as such they are going to be building the infrastructure to support these individual pad sites including the roads and underground utilities. Luxelocker will not be able to go vertical until all of that is in place. Luxelocker will be providing their own utility connections as well as the public sidewalk along their frontages.

Mr. Magee asked the applicant about the project location slide that showed other outdoor storage facilities. He asked the applicant about the market analysis they have done and it must show a need for this product and services they are providing.

Mr. Ferrette stated that most of the other storage areas are uncovered and open to the elements. They have found that when they go to cold weather climates, people want to get their \$300,000 coach out of the snow or sun. A lot of times they are in the hot areas, Phoenix, Las Vegas or cold areas and they want to get their boats or classic cars out of the elements.

Mr. Bebo stated that the Sub Area Plan recommended keeping the areas as planned.

Mr. Knapp asked if everything would be inside.

Mr. Ferrette stated that, yes there is no covered storage, everything is enclosed.

Mr. Knapp asked if what was being presented today was reviewed with Candelas as the applicant had been talking with them.

Mr. Ferrette stated that he has been updating them along the way and once it was going to the Planning Commission, they sent them an official package and it is in their hands now. He stated that they do not have written approval from Candelas at this time, he is still waiting to hear back from them.

Mr. Knapp stated that in the report it stated that there will be no trees on Highway 93. He would like to know what the reasoning is for that?

Mr. Ferrette stated that there is already an enhancement being done with the Master Developer that has been approved by the City.

Mr. Bebo confirmed that.

Mr. Knapp asked if it will be done when this is built.

Mr. Bebo stated that it will be based on the master developer and the Luxelocker developer managing their timelines as this project is on-going. But they will be planted.

Mr. Knapp asked if the landscape being done will help break up the wall on 93?

Mr. Bebo stated that it should screen it. They did suggest doing shrubs, trees and a 6 ft Privacy Fence.

Mr. Ferrette stated that they will also have a monument sign on Highway 93.

Mr. Aljinovich asked if there will be any propane or propane filling on the property?

Mr. Ferrette said that there will not be any propane and that they will be sprinkled.

Mr. Aljinovich asked how big the septic will be?

David Kuntz, Civil Engineer with Martin & Martin and not an Arvada Resident stated that there will be a sanitary sewer that will connect to the City Sewer system. Also, there are five fire hydrants on the property.

Mr. Gay stated that this project is not an anchor. It doesn't really meet that criteria.

Mr. Bebo stated to keep in mind that the Comp Plan is a visionary document. The city would hope that there will be some kind of anchor there, maybe not this user but it is the first thing coming into that area.

Mr. Gay asked why there were two sets of criteria?

Mr. Bebo stated that the PUD is all the vertical work that will be done and they needed to do an amendment to the Plat that was done with the Master Developer. This Plat will dedicate the needed easements for Utilities and Fire access.

Ms. Grogg stated that she would not recommend voting differently for the two as they need both approvals to move forward. The PUD should be voted on first as that guides as to whether the plat should be amended.

MOTION:

It was moved by Mr. Magee that the PUD Development Plan for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (southwest corner of State Highway 72 and Liberty Canyon Lane), be recommended to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page 8 & 9 of the staff report.

DISCUSSION OF MOTION

None

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Gay

Those voting No:

Those absent: Figliolino

The motion carried 6-0

8.C.2 DA2024-0037 A Major Subdivision Preliminary Plat for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane)

MOTION:

It was moved by Mr. Magee, that the Major Subdivision Preliminary Plat for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (southwest corner of State Highway 72 and Liberty Canyon Lane), be recommended to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page 7 & 8 of the staff report.

DISCUSSION OF MOTION

Mr. Hannan wanted to thank the applicant for answering all of the questions and bringing a great application to the commission.

Mr. Griffith stated that he remembers a moratorium on storage facilities.

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Gay

Those voting No:

Those absent: Figliolino

The motion carried 6-0

9. **OTHER ITEMS**

Jessica Garner discussed that the City Council would like to move their meeting to Tuesday instead of Monday. She stated that she wanted to bring this to the Commission's attention. They will be looking at either Wednesday or Thursday for the Planning Commission meetings, but this will not happen until April or May of 2025.

Mr. Griffith stated that he appreciates it being brought to the attention of the Commission. He also stated that this may be a great time to make any changes that may be necessary as we move the day of the week. He also stated that we may want to look at how long we allow people to speak.

Ms. Garner stated that regarding the amount of time the public is allowed to speak, we need to be mindful that the applicant that comes before us has the right to Due Process. They work diligently to have their day in court and be able to make their case for whatever project they are advocating for or working towards. The public does have the right to comment and there are many mechanisms that they can do that include neighborhood meetings, sharing their comments verbally or in written form. It becomes overly burdensome when they combine groups so they can get more time to speak and also not in the spirit of the nature in which we conduct these quasi judicial hearings.

Mr. Magee stated that this may be a good time for a workshop and to look at our Bylaws and make any necessary changes.

Mr. Knapp thinks we should allow for more time to say an HOA.

Mr. Garner stated that she will bring these items to the City Leadership and bring you back an answer.

Ms. Grogg stated that they have not had anyone since RVC ahead of time asking for additional time to present on behalf of a group of people. The problem is that we have people coming in and expecting that additional time without any communication ahead of time. Due process goes to the land owner, the public may have legal standing to challenge and we've built a lot of public input into our process but they could have written pages of public comment and submitted it beforehand. We want to be careful because we are gonna get to a point where we are going to infringe on the land owners rights. Also, a lot of cities are moving away from virtual, especially with City Councils. It is also rare to see that many people use the virtual platform.

Mr. Knapp stated that it would be nice to have it streaming.

Ms. Grogg stated that it would be great to have it but we have to think through these requests.

Mr. Griffith stated that Wednesdays would work, Thursdays might be a problem.

Mr. Smetana stated that December 3rd and 17th Commission meetings can be canceled.

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Gay

Those voting No:

Those absent: Figliolino

The motion carried 6-0

9. **ADJOURNED** at 8:11 P.M.

Michael Griffith, Chair

Heidi Van Gieson, Recording Secretary

LUXE LOCKER

Luxury RV and Boat Storage

PROJECT OVERVIEW

Arvada, CO

PROJECT INTRODUCTION

PROJECT INTRODUCTION

LUXELOCKER

Luxelocker

A proposed Luxury Boat & RV Storage facility on State HWY 93, Liberty Canyon Lake and West 92nd Lane in Arvada, CO. This exciting new project has been conceptually designed to include 144,000 sf of Luxury Boat and RV storage.

The project would be built on approximately 8.4 acres of land. Upon purchase of the property, full construction documents would begin immediately with construction scheduled to begin in Spring of 2025, and project completion and sales beginning in the Winter of 2025.

PROJECT INTRODUCTION



Luxelocker will be built for the storage of boats, RV's, vehicles and general storage needs. The facility will provide an all-inclusive storage solution consisting of large individual storage units within a secure gated complex. The storage units will be individually sold and leased as commercial storage condos.

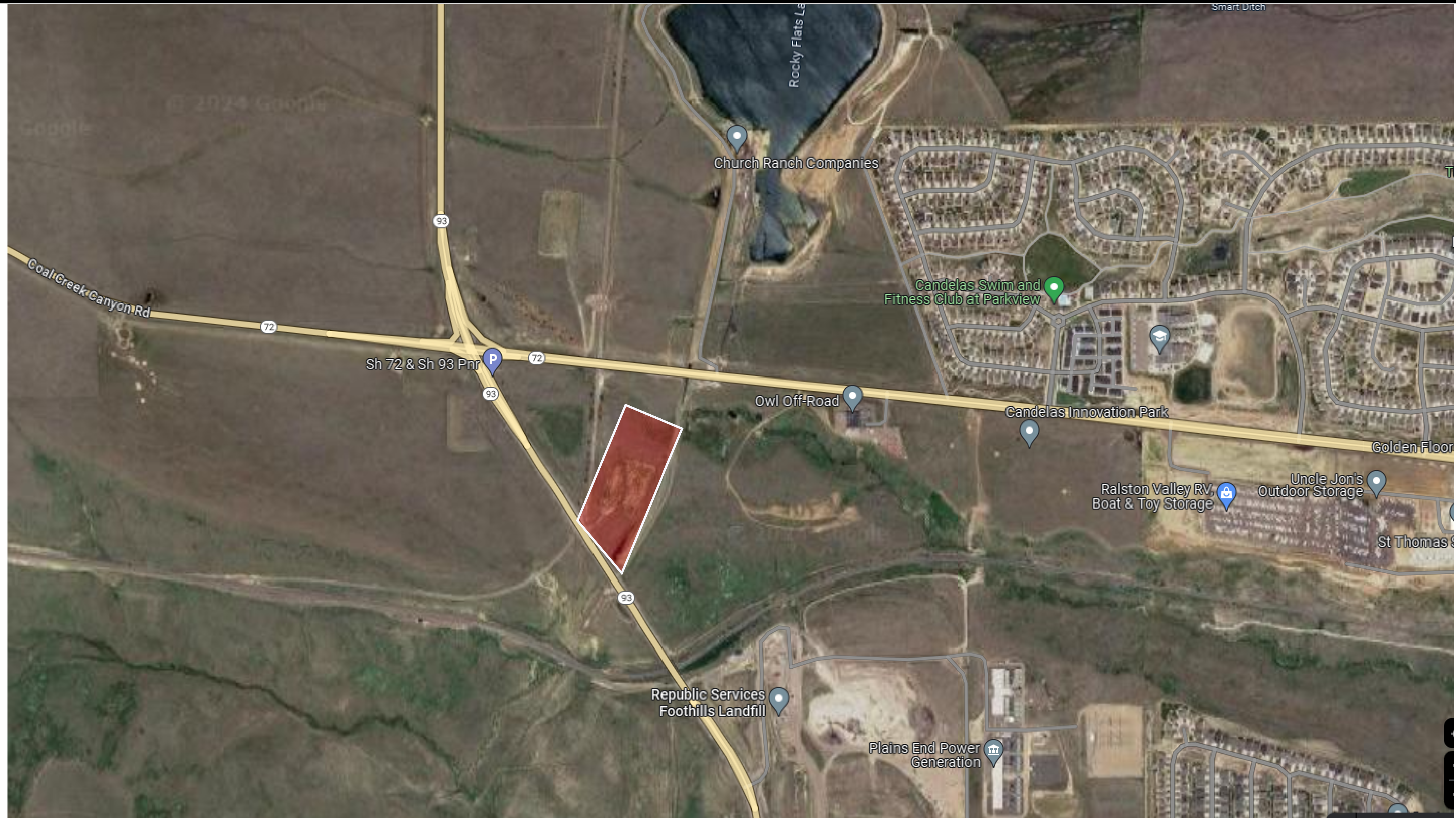
The Luxelocker site sits within the larger Candelas master development. Located on The far west side of the development with Easy access to state HWY 93.



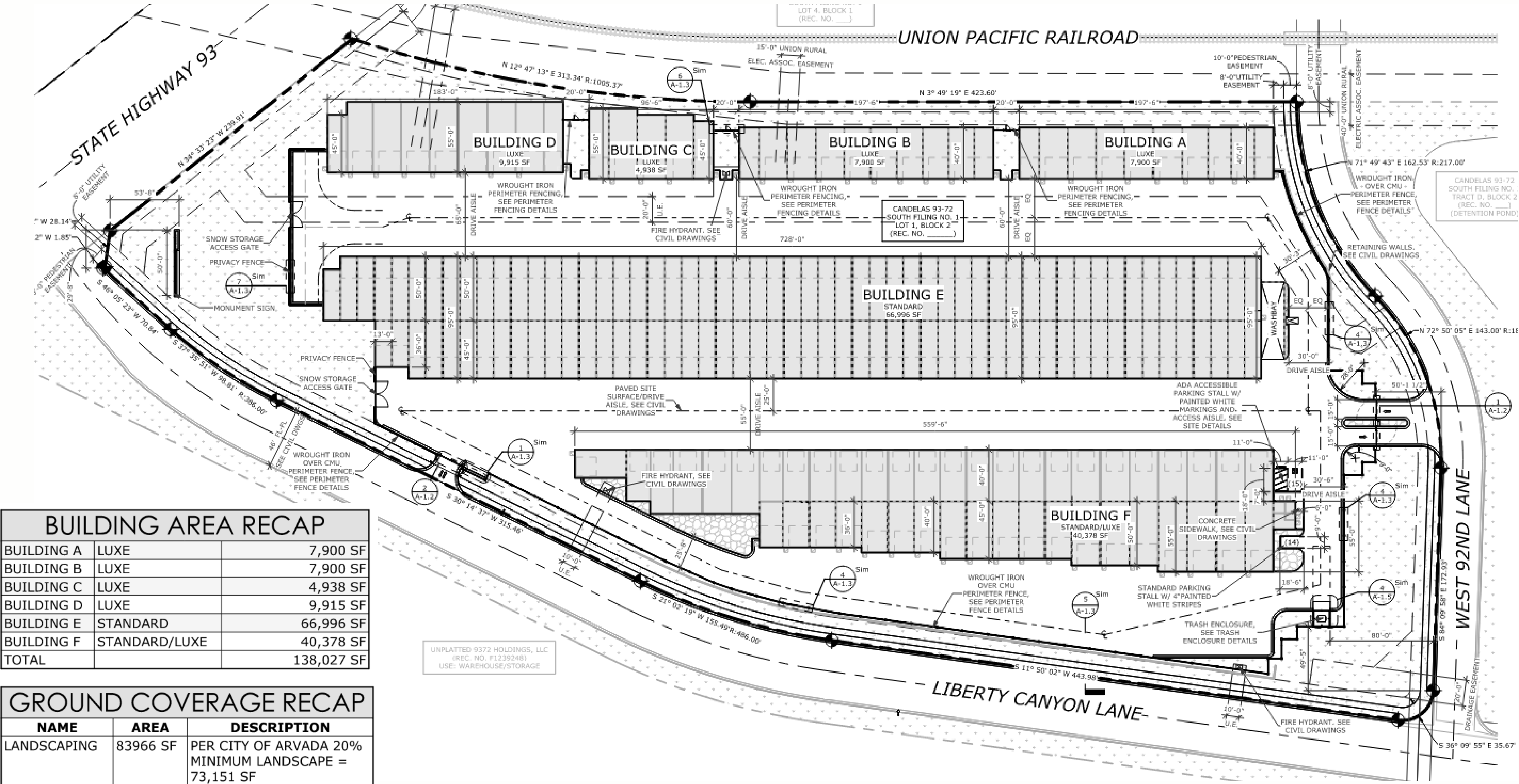
LUXELOCKER FEATURES

- 14' - 16'+ Wide x 36' - 60'+ Deep RV and Boat Storage Units
- Automatic Sectional Garage Doors w/ Remote Openers
- Concrete Drives w/ 55'+ Wide Drive Lanes
- Men's & Women's Bathrooms
- RV/Boat Wash Area w/ Clean Outs
- Automatic Exterior Gates w/ Openers
- Secure Facility w/ Cameras & Security System
- You can own these storage units and customize as desired.

PROJECT LOCATION



PROPOSED SITE PLAN



c. *PUD Development Plan Approval Criteria:*

1. The plan is consistent with the Comprehensive Plan or reflects conditions that have changed since the adoption of the Comprehensive Plan.

Response: The site falls in the Neighborhood/Community Commercial area of the Comprehensive Plan. Zoning districts for this area includes GC, MX and PUDs that allow for retail and commercial use. Both GC and MX allow for self storage. Our use complies with the Neighborhood/Community Commercial district.

2. The plan is consistent with and implements any previously approved Official Development Plan in effect for the subject property, per Section 8-3-10-7, PUDs Approved Prior to Effective Date.

Response: Our project is in compliance with the approved PUD.

3. The plan represents a development that will address a unique situation, confer a substantial benefit to the City, or incorporate creative site design such that it achieves the purposes set out in Section 8-3-10-1, Purpose of Planned Development Zone, and represents an improvement in quality over what could have been accomplished through application of the otherwise applicable zoning district or development standards.

Response: Working with both the Candelas team and city planners, we have worked in incorporated landscaping, signage, view corridors, building materials and earth features to enhance the site.

4. The plan generally complies with the intent of the use, development, and design standards set forth in this LDC.

Response: Yes, this plan does comply.

5. To the extent reasonably feasible, the plan provides for integration and connection with adjoining development through street connections, sidewalks, trails, and similar features; unless due to the nature of the uses that are allowable in the plan such connections are not desirable.

Response: We are connected to the adjoining properties by both streets and sidewalks.

6. Sufficient public safety, transportation, and utility facilities and services will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.

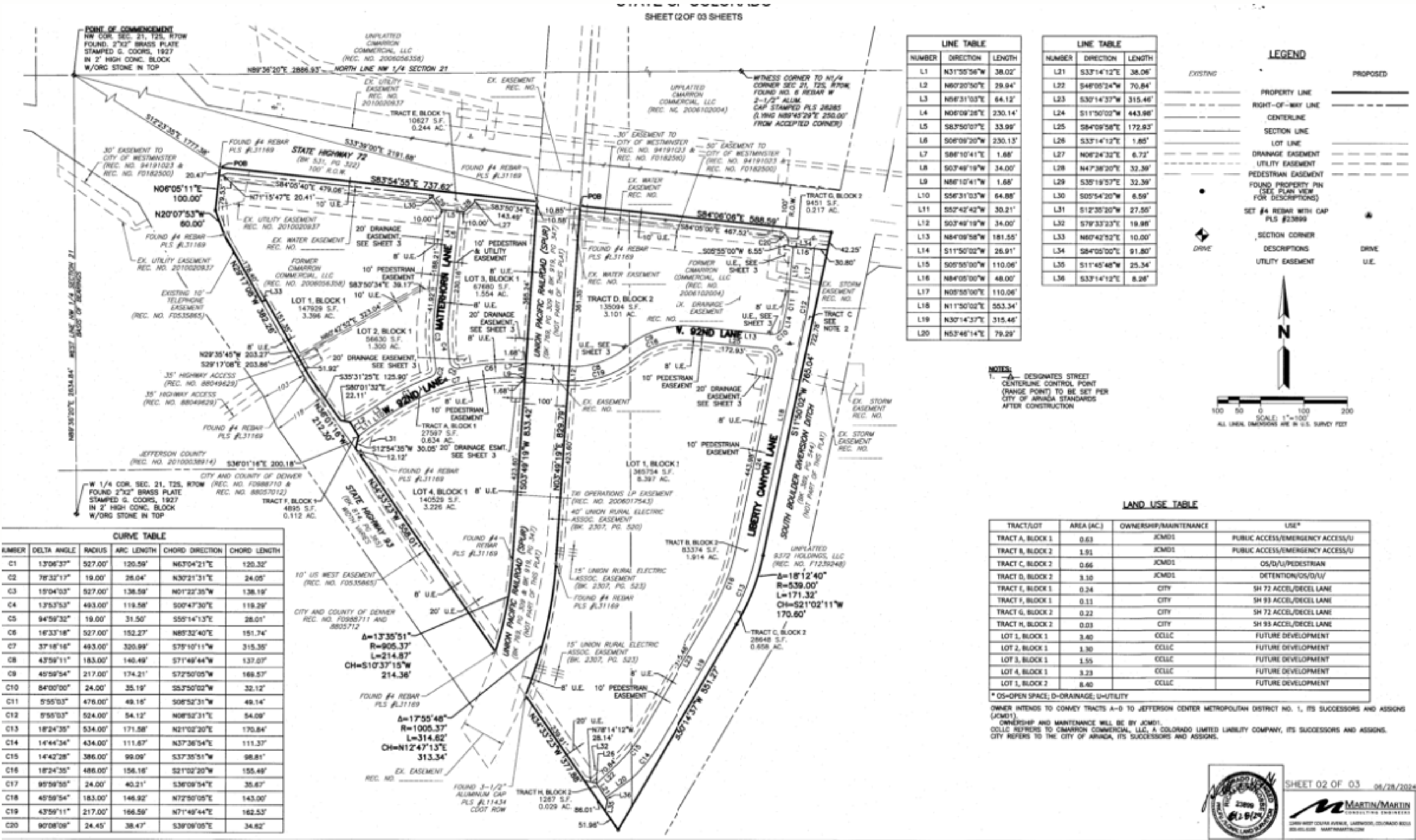
7. The proposed uses (or groups of uses) are appropriately located and designed, both within the boundaries of the plan and in relation to adjacent uses, such that the foreseeable, material adverse impacts that may be created by the scale, design, and operating characteristics (e.g., hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts) of the uses are avoided or mitigated.

Response: Self-storage has one of the lowest traffic trip count for all commercial uses. Site lighting is provided by building wall packs and does not pollute the surrounding environment. Noise, odor and dust should all be negligible impacts as no business are allowed to be run out of the storage units.

8. If the application for plan approval is accompanied by an application for rezoning to the PUD zoning district, the rezoning application is concurrently approved.

Response: NA

PROPOSED SITE PLAN



Major Subdivision Preliminary Plat Approval Criteria:



LUXE LOCKER LUXURY RV AND BOAT STORAGE

H. Approval Criteria. A Preliminary Plat may be approved only if the City Council finds that all of the following criteria have been met:

The subdivision is consistent with the Comprehensive Plan.

Response: The site falls in the Neighborhood/Community Commercial area of the Comprehensive Plan. Zoning districts for this area includes GC, MX and PUDs that allow for retail and commercial use. Both GC and MX allow for self storage. Our use complies with the Neighborhood/Community Commercial district.

The subdivision is consistent with any precedent approved PUD Outline Development Plan or other required plan.

Response: The proposed Luxelocker project is consistent with the precedent approved PUD ODP.

The subdivision is consistent with and implements the intent of the specific zoning district in which it is located.

Response: The site is zoned PUD and the proposed Luxelocker project is consistent with the precedent approved PUD ODP.

The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this Code.

Response: The project site is part of a previously developed commercial subdivision with regional detention and water quality features. The proposed site improvements meet the criteria minimums.

The subdivision complies with all applicable use, development, and design standards set forth in Articles 5, 6, and 7 of this Code that have not otherwise been modified or waived pursuant to this Article. Applicants shall not create lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.

Response: The proposed subdivision plat does not create new lots and is for the purpose of designating easements and tracts for the proposed storage facility. The subdivision complies with Article 5 Use Regulations, Article 6 Development Standards, and Article 7 Subdivision Regulations and Improvements.

The subdivision complies with all applicable regulations, standards, requirements, or plans of the federal or state governments and other relevant jurisdictions, including but not limited to wetlands, water quality, erosion control, and wastewater regulations.

Response: The subdivision complies with applicable regulations, standards, and requirements.

The subdivision will not result in significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.

Response: The proposed project is tributary to a regional detention and water quality pond that will provide stormwater management. The site will not result in significant adverse impact on the natural environment.

The subdivision will not result in significant adverse impacts on adjacent properties, or such impacts will be substantially mitigated.

Response: The proposed project is located in a commercial subdivision and the proposed uses are consistent with the intended character of the development. The proposed storage facility will not result in significant adverse impacts on adjacent properties. The property will be fenced and monitored to substantially mitigate any such impacts.

Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools will, prior to development, be available to serve the subject property, while maintaining sufficient level of service to existing development.

Response: The proposed project is located in a commercial subdivision that provides transportation and utility services.

EXAMPLE RENDERINGS

LUXELOCKER

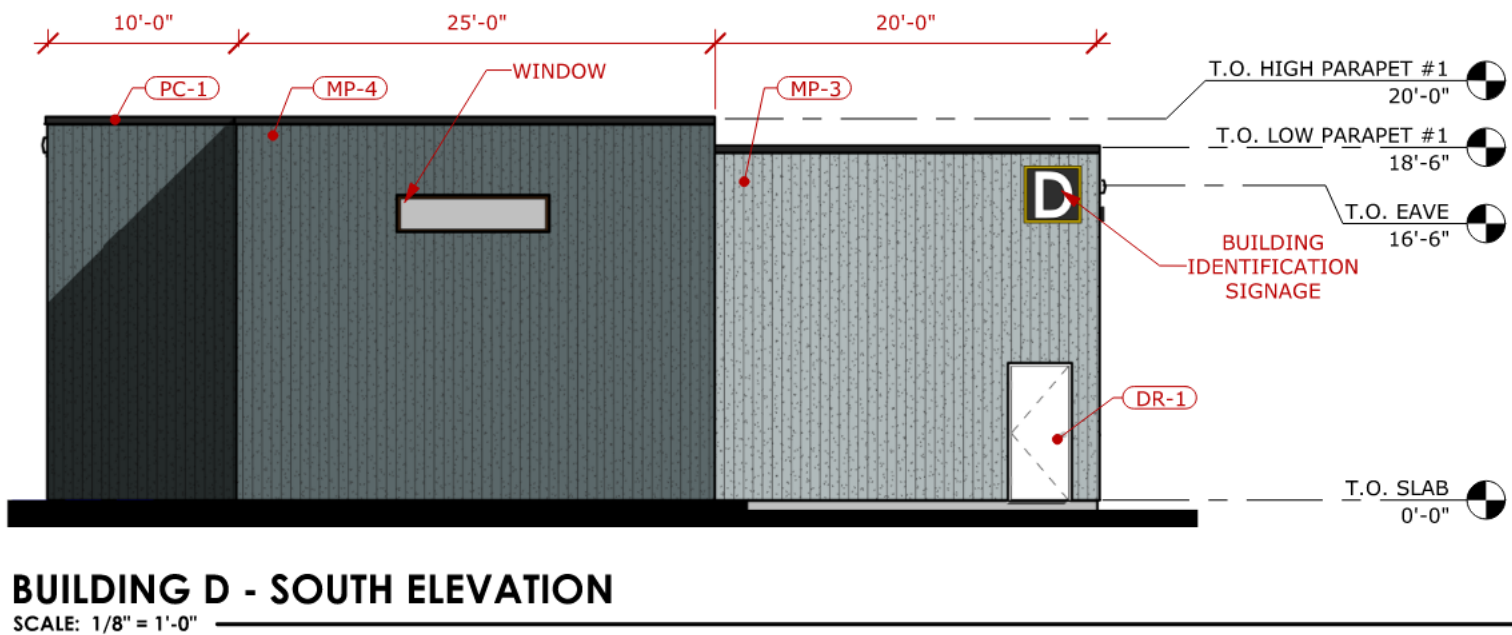
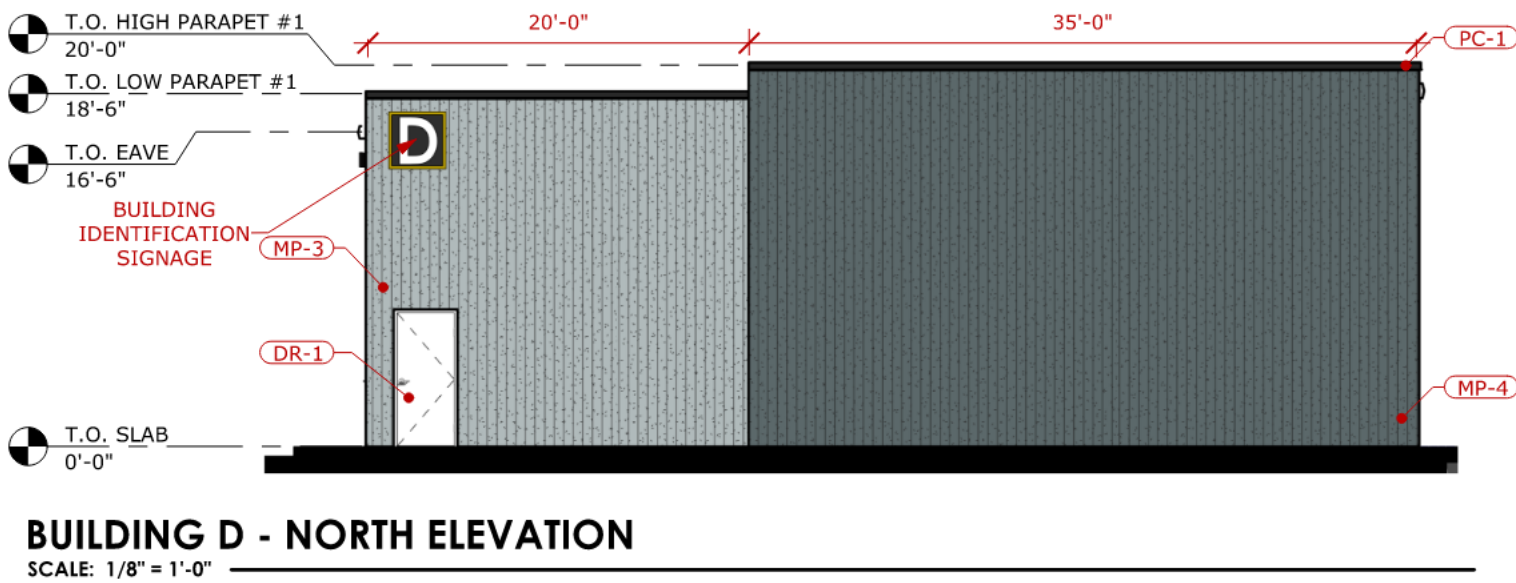


EXAMPLE RENDERINGS

LUXE LOCKER



ELEVATIONS



WALL MATERIAL TAKEOFF

BUILDING A:
NORTH: MP-3 (50%) MP-4 (50%)
EAST: MP-1 (100%)
SOUTH: MP-3 (45%) MP-4 (55%)
WEST: MP-1 (75%) MP-4 (25%)
BUILDING B:
NORTH: MP-1 (50%) MP-2 (50%)
EAST: MP-1 (100%)
SOUTH: MP-1 (50%) MP-2 (50%)
WEST: MP-1 (40%) MP-2 (60%)
BUILDING C:
NORTH: MP-1 (90%) MP-2 (10%)
EAST: MP-1 (100%)
SOUTH: MP-1 (40%) MP-2 (60%)
WEST: MP-1 (55%) MP-2 (45%)
BUILDING D:
NORTH: MP-3 (60%) MP-4 (40%)
EAST: MP-1 (100%)
SOUTH: MP-3 (40%) MP-4 (60%)
WEST: MP-1 (75%) MP-4 (25%)
BUILDING E:
NORTH: MP-1 (15%) MP-3 (40%) MP-4 (45%)
EAST: MP-1 (90%) MP-4 (10%)
SOUTH: MP-3 (40%) MP-4 (60%)
WEST: MP-1 (100%)
BUILDING F:
NORTH: MP-1 (15%) MP-3 (40%) MP-4 (45%)
EAST: MP-1 (20%) MP-3 (40%) MP-4 (40%)
SOUTH: MP-1 (40%) MP-3 (40%) MP-4 (20%)
WEST: MP-1 (90%) MP-4 (10%)

EXTERIOR FINISH SPECIFICATIONS

METAL DOOR JAMB, FASCIA, COPING CAP & TRIM, GUTTER, DOWNSPOUT:
• **PC-1:** COLOR - "BURNISHED SLATE"

METAL WALL PANELS:
MANUFACTURER: MBCI
PROFILE: PBR
ORIENTATION: VERTICAL
• **MP-1:** COLOR: "ASH GRAY"
• **MP-2:** COLOR: "CHARCOAL GRAY"

METAL WALL PANELS - W/ STUCCO/EMBOSSED FINISH:
MANUFACTURER: STRUKTUCOC, INC.
PROFILE: STK2000
ORIENTATION: VERTICAL
• **MP-3:** COLOR: "ASH"
• **MP-4:** COLOR: "GRAY"

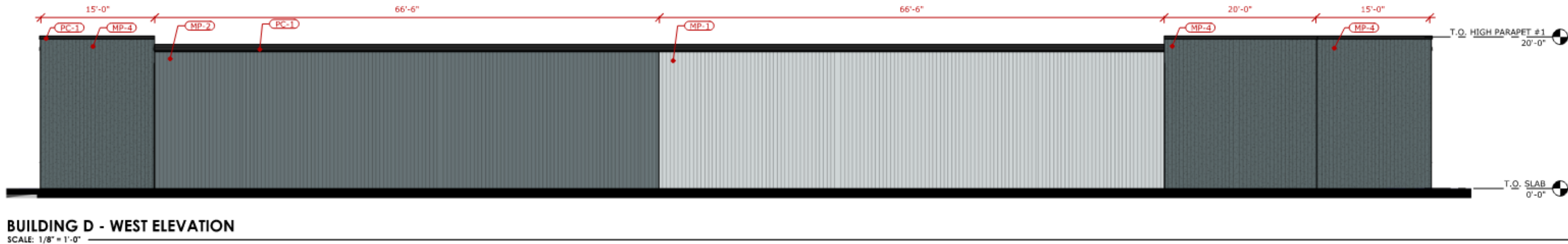
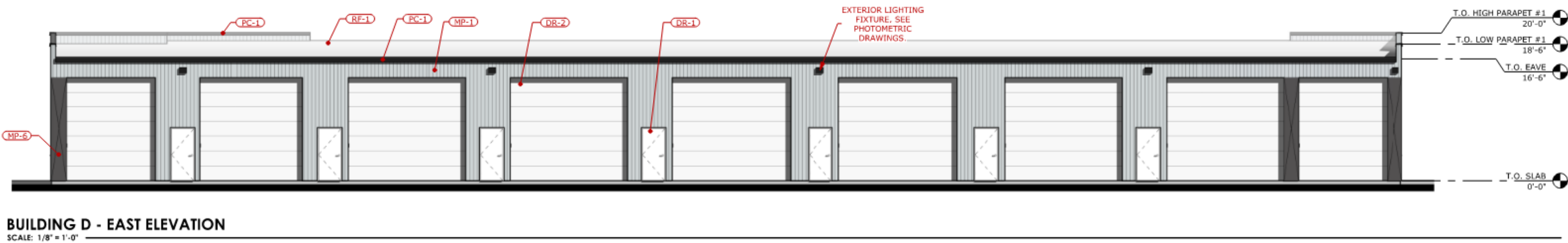
METAL WALL PANELS:
MANUFACTURER: MBCI
PROFILE: PBR
ORIENTATION: HORIZONTAL
• **MP-5:** COLOR: "CHARCOAL GRAY"

METAL RAISED "X" PANELS BETWEEN DOORS:
MANUFACTURER: MBCI
PRODUCT: PRE-FINISHED METAL
• **MP-6:** COLOR: "SLATE GRAY"

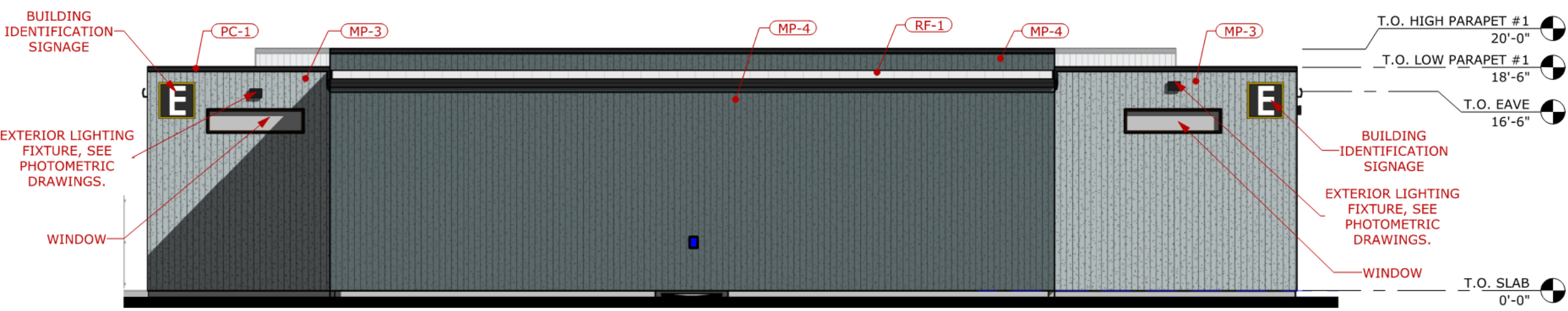
METAL ROOF PANELS:
MANUFACTURER: MBCI
PROFILE: PBR
• **RF-1:** MATERIAL: GALVALUME
• **RF-2:** MATERIAL: PBR METAL ROOFING PANEL

ALL DOORS:
MANUFACTURER: SEE PROJECT SPECIFICATIONS
PRODUCT: SEE PROJECT SPECIFICATIONS
• **DR-1:** PAINTED TO MATCH MBCI "CHARCOAL GRAY"

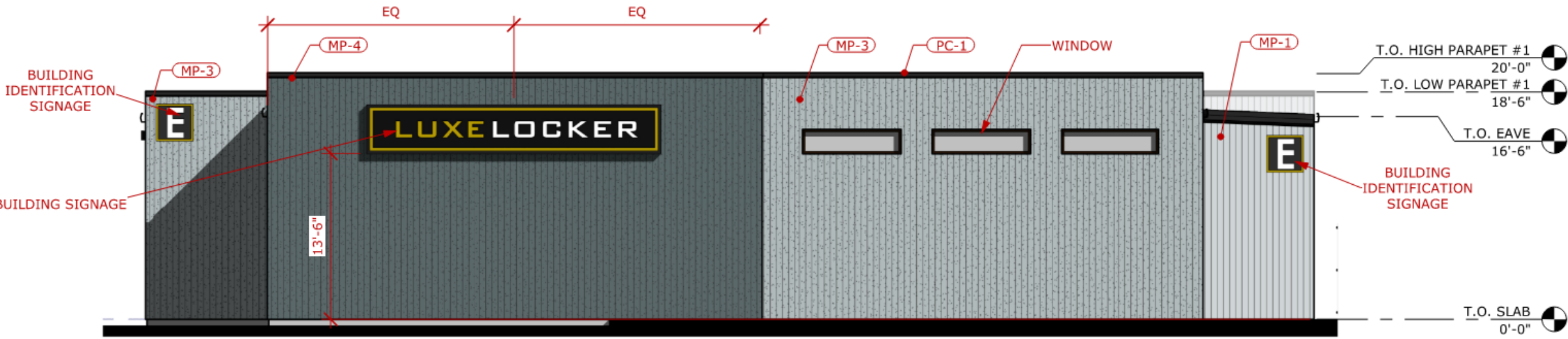
EMBOSSED OVERHEAD DOORS:
MANUFACTURER: SEE PROJECT SPECIFICATIONS
PRODUCT: SEE PROJECT SPECIFICATIONS
• **DR-2:** COLOR - "WHITE"



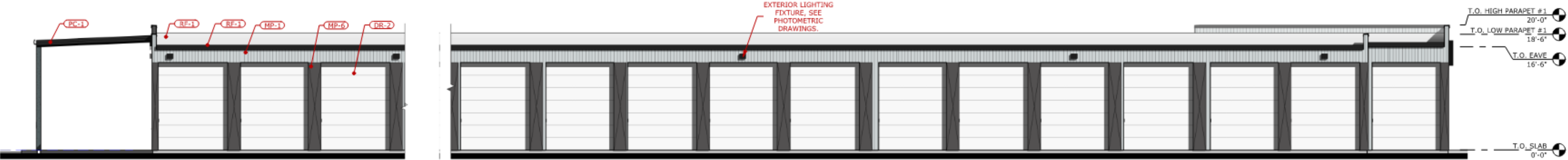
ELEVATIONS



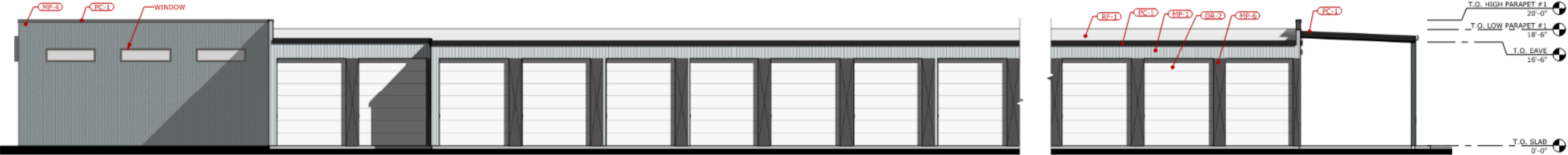
BUILDING E - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING E - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

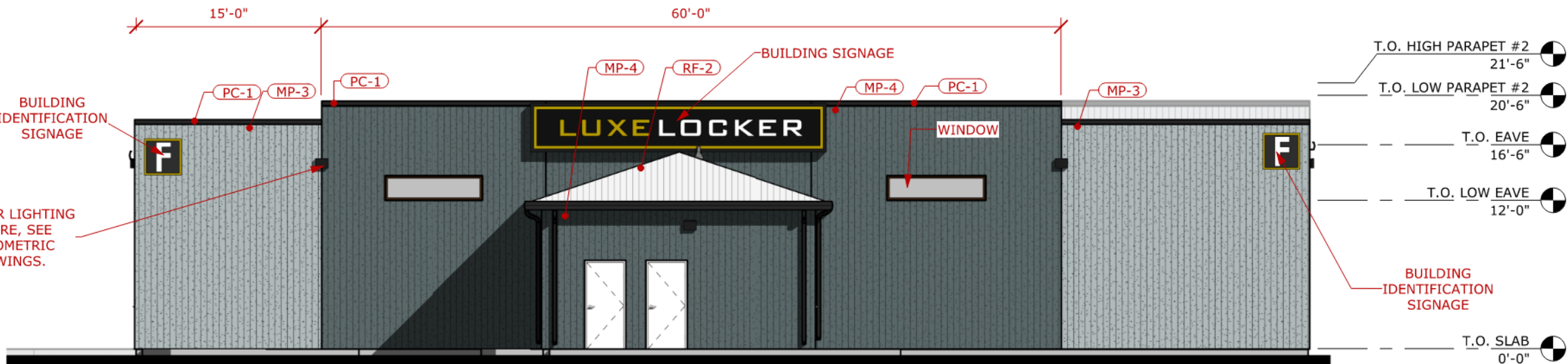


BUILDING E - WEST ELEVATION
SCALE: 1/8" = 1'-0"

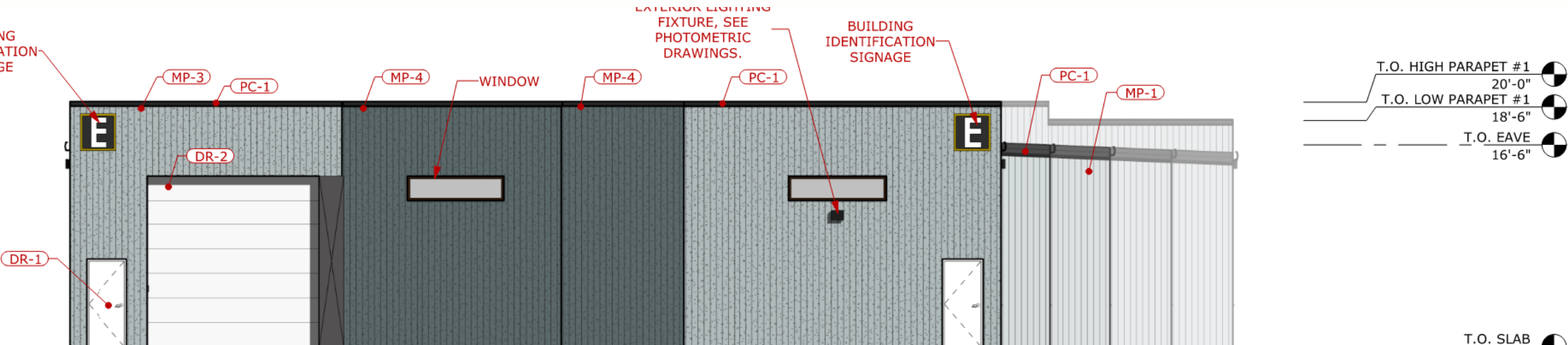


BUILDING E - EAST ELEVATION
SCALE: 1/8" = 1'-0"

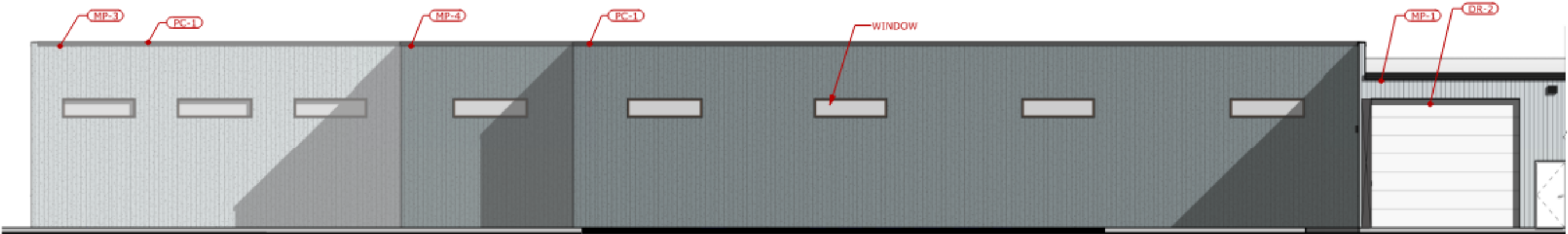
ELEVATIONS



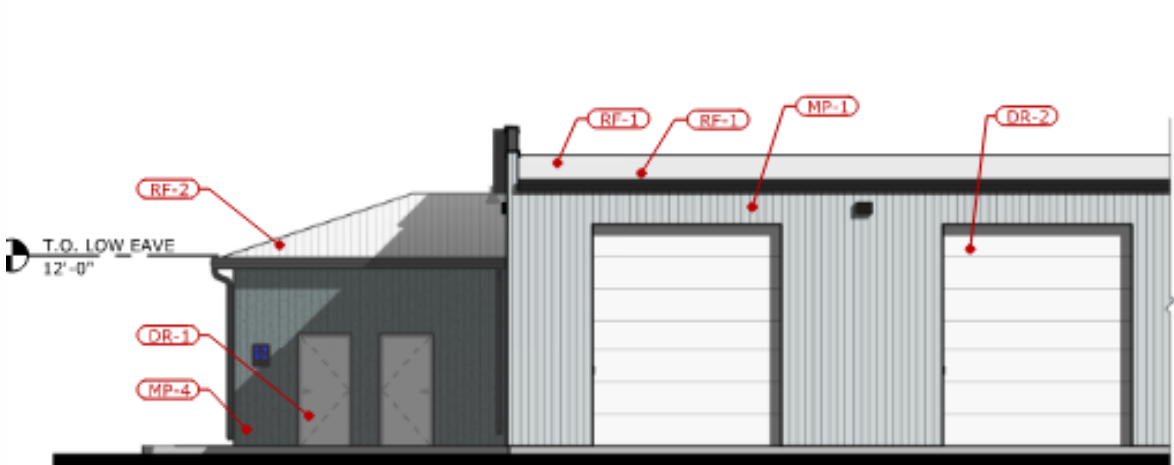
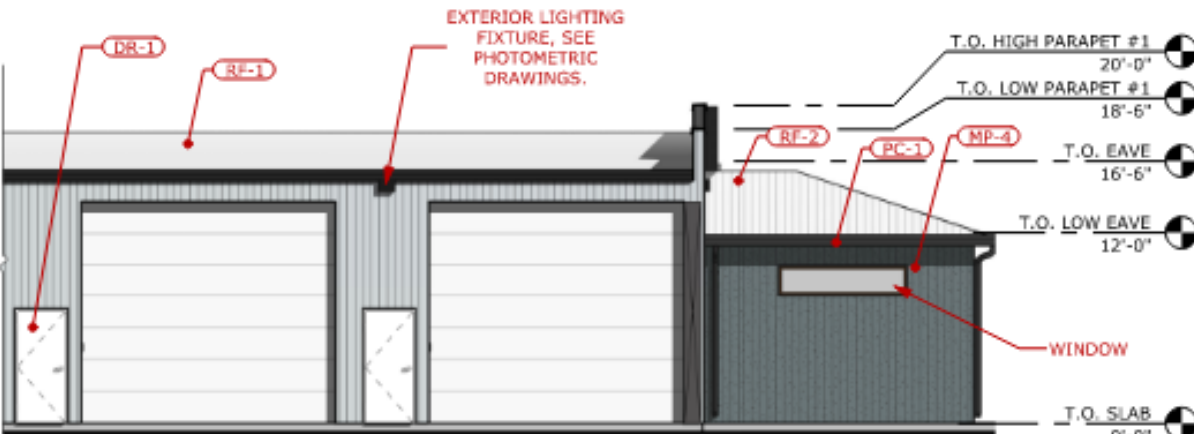
BUILDING F - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING F - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING F - EAST ELEVATION
SCALE: 1/8" = 1'-0"

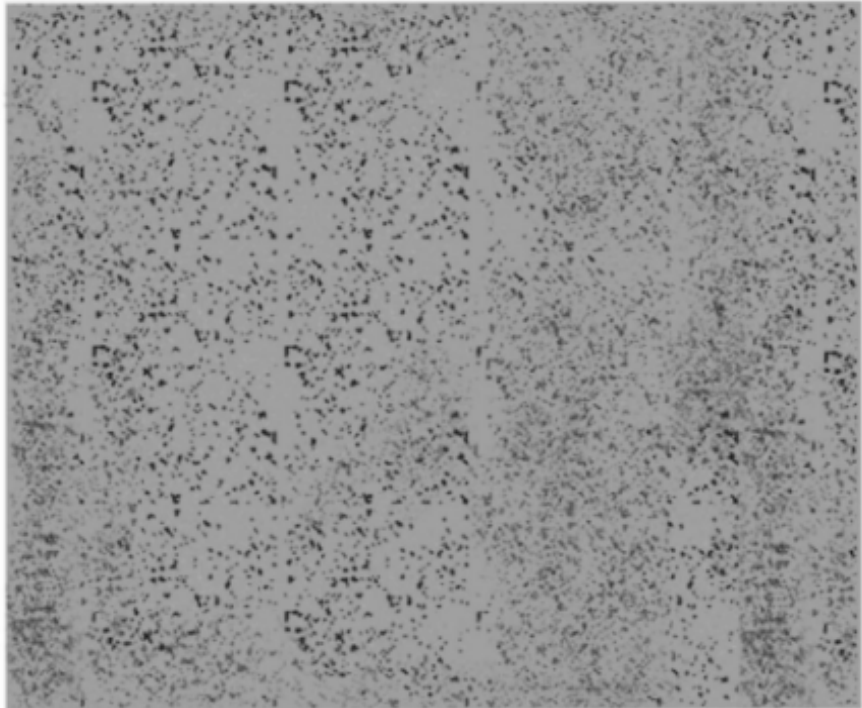


BUILDING F - WEST ELEVATION
SCALE: 1/8" = 1'-0"

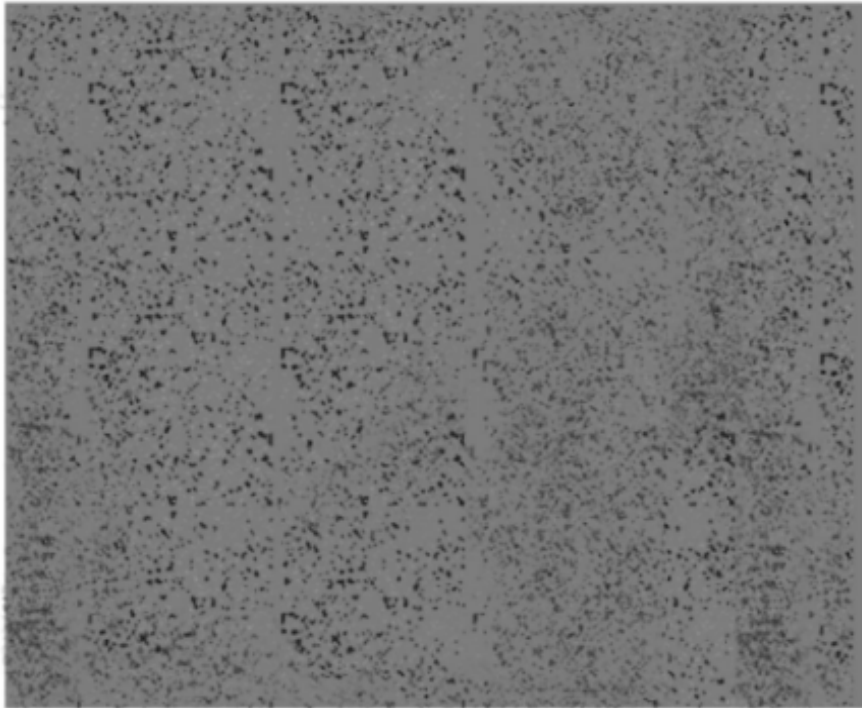
MATERIALS



Metal Wall Panel with Embossed Finish. Ash



Metal Wall Panel with Embossed Finish. Gray



Wall Pack Lighting:
Halco - AMP-3-WS-CS-U-PC



Luxelocker Building Signage:
24'-0" W x 4'-0" H



Metal Wall Panel,
Ash Gray



Metal Wall Panel,
Slate Gray



Overhead Door
"White"



Metal Wall Panel, Door,
Charcoal Gray



Metal Trim/Accessories/Etc
Burnished Slate



Metal Roofing Panel,
White/Galvalume



THANK YOU!

LUXE LOCKER

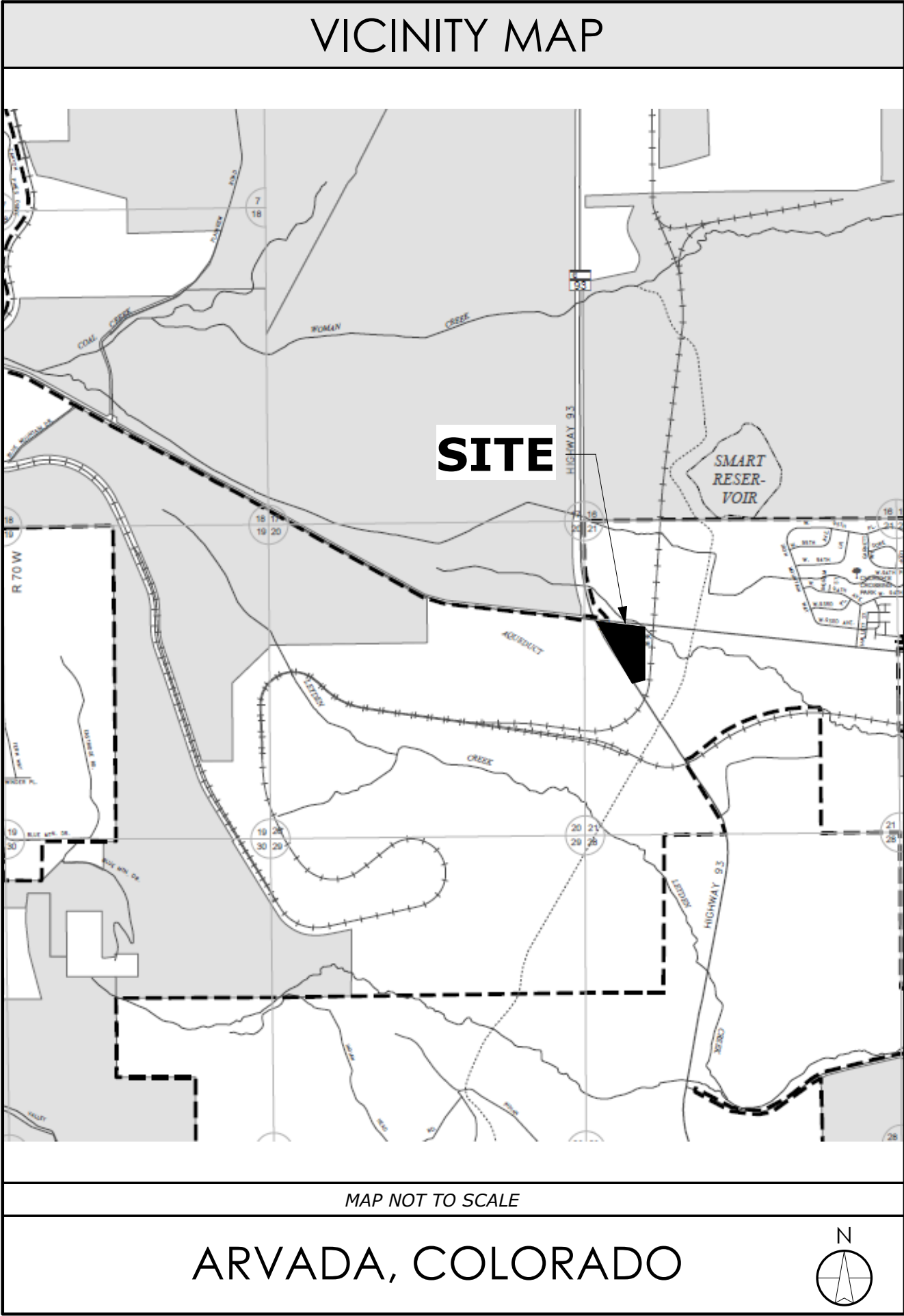
Luxury RV and Boat Storage

Contact us at 833.333.LUXE
luxelocker.com

PARKING RECAP	
PARKING:	
REQUIRED: 1 SPACE PER 10,000 SF. (15 SPACES)	
REQUIRED ADA: 1 SPACE	
PROVIDED : 1 STANDARD SPACES	
TOTAL: 2 SPACES	
<u>NO BICYCLE PARKING PROPOSED</u>	

SITE RECAP	
CURRENT ZONING:	PUD
TOTAL PROJECT SITE:	365,754 SF
LOT COVERAGE:	38%
PROPOSED USE:	SELF-STORAGE
MAXIMUM BUILDING HEIGHT:	21'-6" (PARAPET)
SETBACKS:	
FRONT:	10'-0" PEDESTRIAN EASEMENT + 8'-0" UTILITY EASEMENT
REAR:	20'-0" UTILITY EASEMENT + 8'-0" UTILITY EASEMENT
SIDE (LIBERTY CANYON ROAD):	10'-0" PEDESTRIAN EASEMENT + 8'-0" UTILITY EASEMENT
SIDE (UNION PACIFIC RAILROAD):	40'-0" UNION RURAL ELECTRIC ASSOC. EASEMENT + 8'-0" UTILITY EASEMENT

PROJECT TEAM	
PROJECT ARCHITECT	
HATCH DESIGN ARCHITECTURE	JEFF HATCH, AIA, LEEDAP
200 W. 36TH STREET	TEL: (208) 475-3204
BOISE, IDAHO 83714	FAX: (208) 475-3205
STRUCTURAL ENGINEER	
N/A	N/A
N/A	N/A
N/A	N/A
MECHANICAL, ELECTRICAL & PLUMBING ENGINEER	
N/A	N/A
N/A	N/A
N/A	N/A
CIVIL ENGINEER	
MARTIN/MARTIN ENGINEERS	DAVID KUNTZ, PE
12499 WEST COLFAX AVE	(303) 304-6049 EXT. 325
LAKEWOOD, CO 80215	DKUNTZ@MARTINMARTIN.COM
LANDSCAPE DESIGNER	
LAND ART STUDIO	JON PRIDE
4643 BERKSHIRE DRIVE	(208) 207-2688
BOISE, ID 83704	JON@LANDARTSTUDIO.COM
OWNER	
LUXELOCKER	DAVID FERRETTE
349 LAKE HAVASU AVE S. SUITE 106	(833) 333-5893
LAKE HAVASU CITY, AZ 86403	INFO@LUXELOCKER.COM



DRAWING INDEX	
SHEET NAME	SHEET #
GENERAL ARCHITECTURE	
COVER SHEET	A-0.0
LANDSCAPING	
LANDSCAPE PLAN	L-1.0
ARCHITECTURAL	
SITE PLAN	A-1.0
FIRE AREA SITE PLAN	A-1.1
GATE DETAILS	A-1.2
PERIMETER FENCE DETAILS	A-1.3
TRASH ENCLOSURE DETAILS	A-1.5
BUILDING ELEVATIONS - BUILDING A	A-4.0
BUILDING ELEVATIONS - BUILDING B	A-4.1
BUILDING ELEVATIONS - BUILDING C	A-4.2
BUILDING ELEVATIONS - BUILDING D	A-4.3
BUILDING ELEVATIONS - BUILDING E	A-4.4
BUILDING ELEVATIONS - BUILDING F	A-4.5
PHOTOMETRIC	
PHOTOMETRIC PLAN	1 OF 1
DSXW1 LED 10C 350 40K T4M MVOLT CUT SHEET	1 OF 2
RSX1 LED P2 40K R4	1 OF 3

GENERAL NOTES

1. ALL PROPOSED FENCES, WALLS, SIGNS AND ACCESSORY STRUCTURES SHOWN ON THIS PLAN ARE ILLUSTRATIVE ONLY AND SUBJECT TO SEPARATE REVIEWS AND PERMITS.
2. FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED WITH AN APPROVED ALL-WEATHER SURFACE (CONCRETE OR ASPHALT) AND SHALL BE CAPABLE OF SUPPORTING AN IMPOSED LOAD OF 85,000 POUNDS.
3. THE APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE AFPD. THE FIRE APPARATUS ACCESS ROADS SHALL CONSIST OF THE FIRST LIFT OF ASPHALT OR CONCRETE AND SHALL BE PROVIDED PRIOR TO COMMENCING VERTICAL CONSTRUCTION. ALTERNATIVE TEMPORARY FIRE APPARATUS ACCESS ROAD MATERIALS AND/OR DESIGNS SHALL BE APPROVED AND PERMITTED BY THE AFPD. THE PRIVATE ROADS THROUGH THE SITE SHALL BE DEDICATED ON THE FINAL PLAT AS "FIRE APPARATUS ACCESS ROADS" OR OTHER SIMILAR LANGUAGE AS REQUIRED BY THE CITY OF ARVADA.
4. A 3'-0" CLEAR SPACE SHALL BE MAINTAINED AROUND ALL FIRE HYDRANTS AND NOT OBSTRUCTED.
5. FIRE HYDRANTS SHALL BE INSTALLED AND OPERATIONAL TO PROVIDE THE MINIMUM REQUIRED FIRE FLOW PRIOR TO COMMENCING VERTICAL CONSTRUCTION.
6. DURING CONSTRUCTION AND UPON COMPLETION THERE SHALL BE BUILDING SIGNAGE PROVIDED, A MINIMUM OF 0'-4" INCHES HIGH WITH A 0.5" STROKE AND VISIBLE FROM THE STREET OR ROAD FRONTING THAT BUILDING.

NOT FOR CONSTRUCTION

NEW CONSTRUCTION FOR:

LUXELOCKER - ARVADA

COAL CREEK CANYON RD, ARVADA, CO 80007

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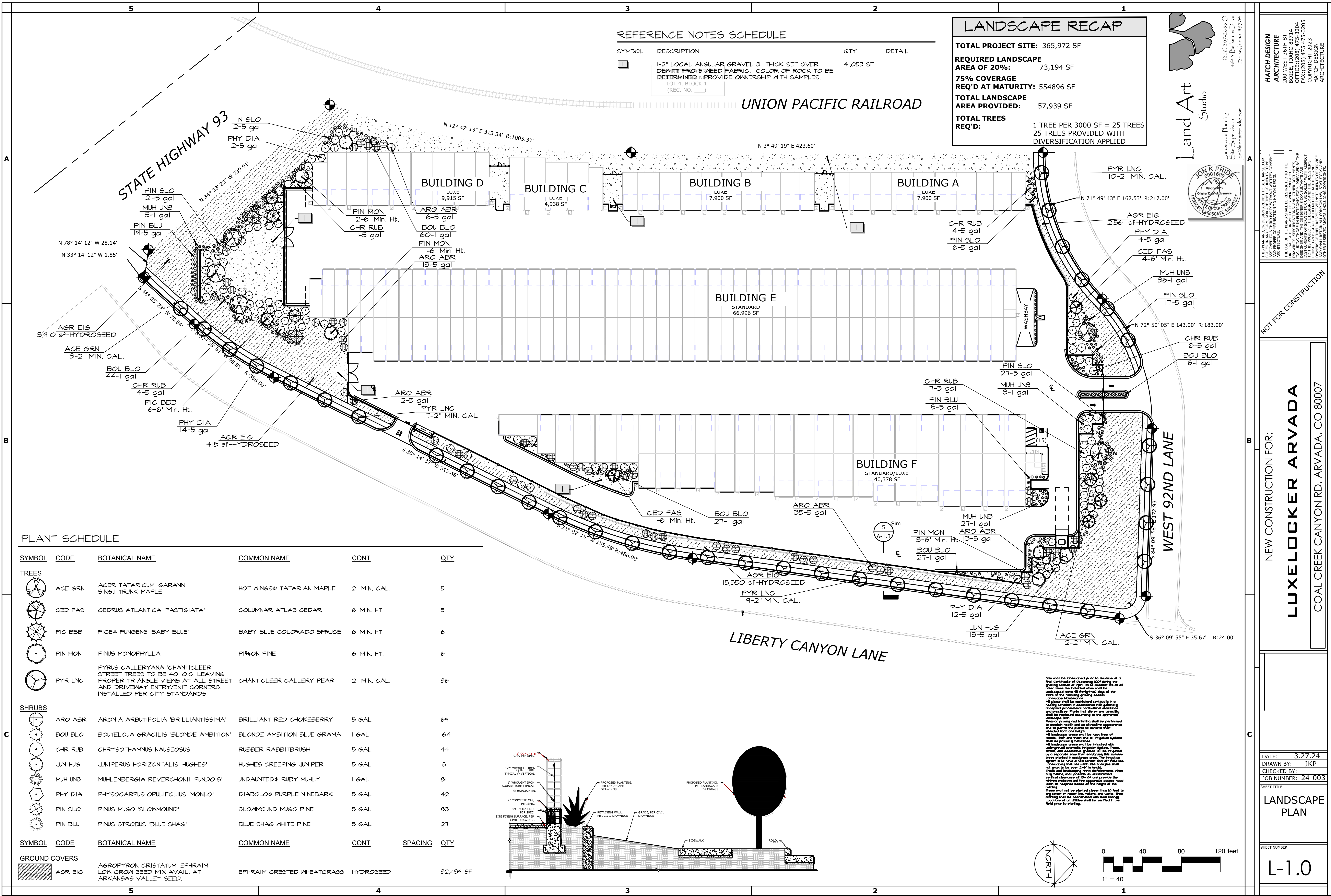
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DATE	DESCRIPTION - COMMENTS
DATE	DATE
DELTA	DELTA
DATE: AUGUST 2024	
DRAWN BY: WE	
CHECKED BY: JH	
JOB NUMBER: MKT	
SHEET TITLE:	

COVER
SHEET
(1 OF 12)

SHEET NUMBER:

A-0.0



NEW CONSTRUCTION FOR:

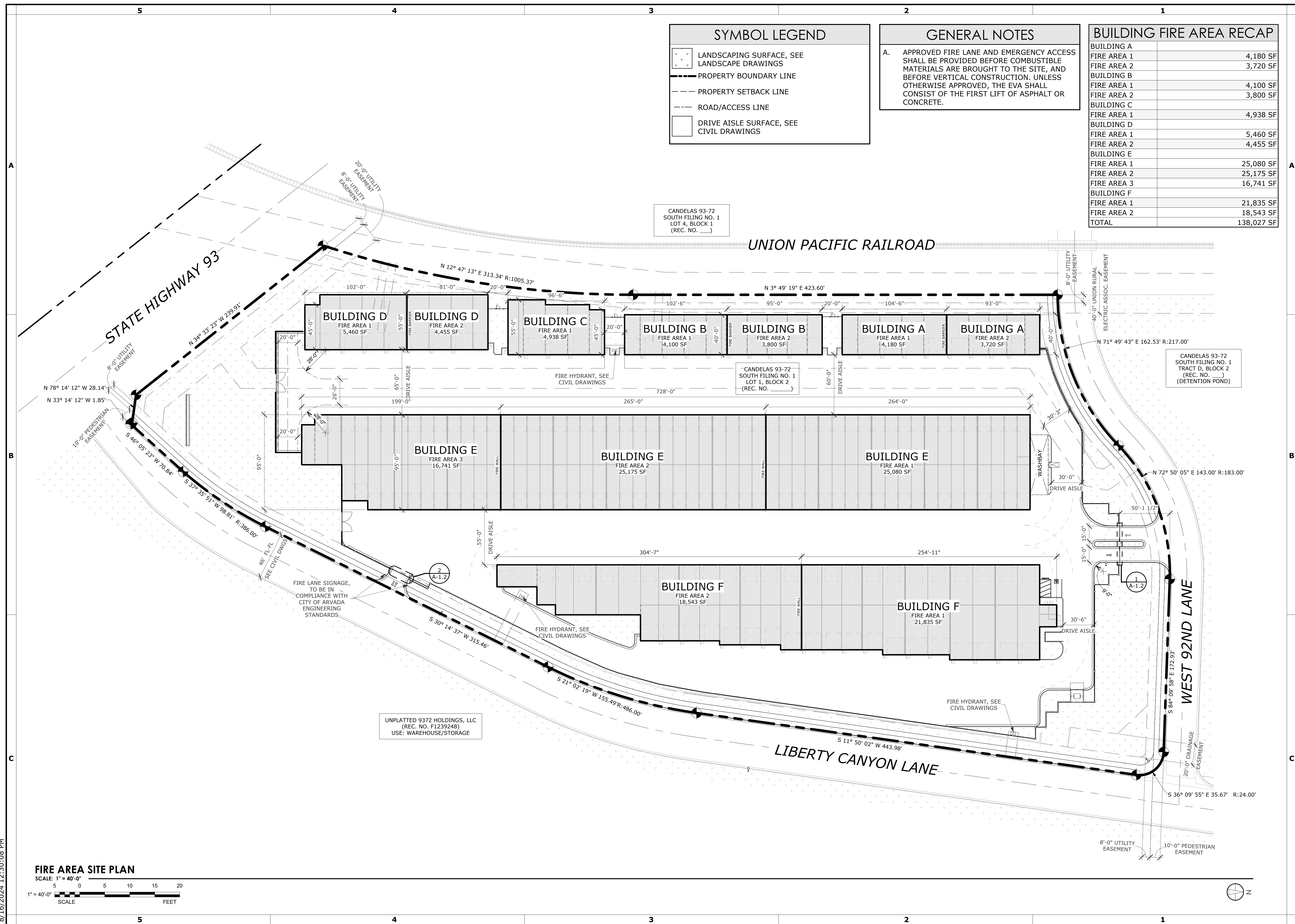
LUXELCKER ARVADA

COAL CREEK CANYON RD., ARVADA, CO 80007

DATE: 3.27.24
DRAWN BY: JKP
CHECKED BY:
JOB NUMBER: 24-003

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-1.0



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NEW CONSTRUCTION FOR:

LUXELOCKER - ARVADA

COAL CREEK CANYON RD. ARVADA, CO 80007

DATE:	AUGUST 2024
DRAWN BY:	WE
CHECKED BY:	JH
DOB NUMBER:	MKT
SET TITLE:	

FIRE AREA
SITE PLAN

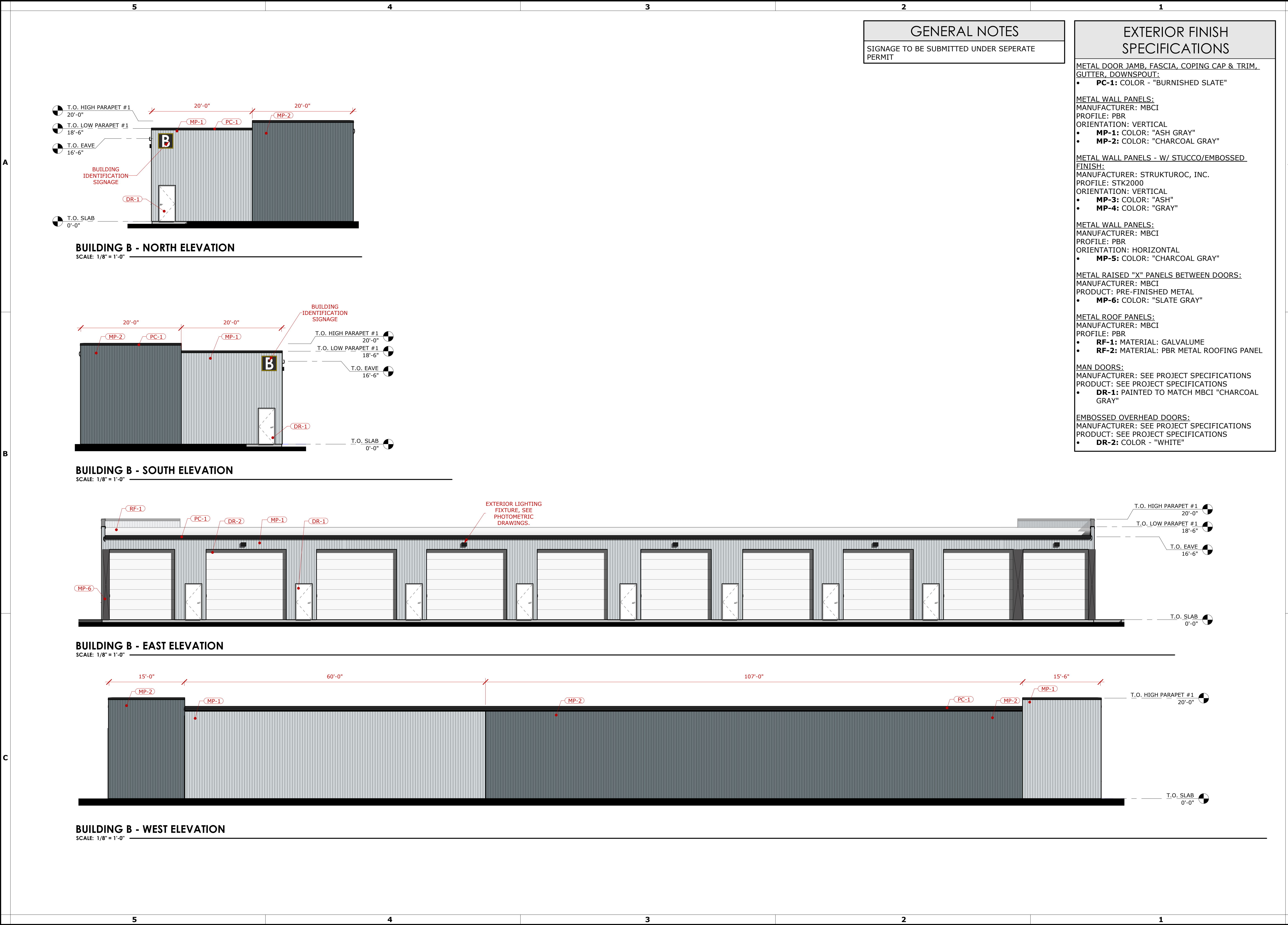
(3 OF 12)

NUMBER:

A-1.1



8/12/2024 9:35:13 AM



GENERAL NOTES

SIGNAGE TO BE SUBMITTED UNDER SEPERATE PERMIT

EXTERIOR FINISH SPECIFICATIONS

METAL DOOR JAMB, FASCIA, COPING CAP & TRIM, GUTTER, DOWNSPOUT:

- PC-1: COLOR - "BURNISHED SLATE"

METAL WALL PANELS:

MANUFACTURER: MBCI

PROFILE: PBR

ORIENTATION: VERTICAL

- MP-1: COLOR: "ASH GRAY"
- MP-2: COLOR: "CHARCOAL GRAY"

METAL WALL PANELS - W/ STUCCO/EMBOSSED FINISH:

MANUFACTURER: STRUKTUROC, INC.

PROFILE: STK2000

ORIENTATION: VERTICAL

- MP-3: COLOR: "ASH"
- MP-4: COLOR: "GRAY"

METAL WALL PANELS:

MANUFACTURER: MBCI

PROFILE: PBR

ORIENTATION: HORIZONTAL

- MP-5: COLOR: "CHARCOAL GRAY"

METAL RAISED "X" PANELS BETWEEN DOORS:

MANUFACTURER: MBCI

PRODUCT: PRE-FINISHED METAL

- MP-6: COLOR: "SLATE GRAY"

METAL ROOF PANELS:

MANUFACTURER: MBCI

PROFILE: PBR

- RF-1: MATERIAL: GALVALUME
- RF-2: MATERIAL: PBR METAL ROOFING PANEL

MAN DOORS:

MANUFACTURER: SEE PROJECT SPECIFICATIONS

PRODUCT: SEE PROJECT SPECIFICATIONS

- DR-1: PAINTED TO MATCH MBCI "CHARCOAL GRAY"

EMBOSSSED OVERHEAD DOORS:

MANUFACTURER: SEE PROJECT SPECIFICATIONS

PRODUCT: SEE PROJECT SPECIFICATIONS

- DR-2: COLOR - "WHITE"

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DATE: AUGUST 2024

DRAWN BY: WE

CHECKED BY: JH

JOB NUMBER: MKT

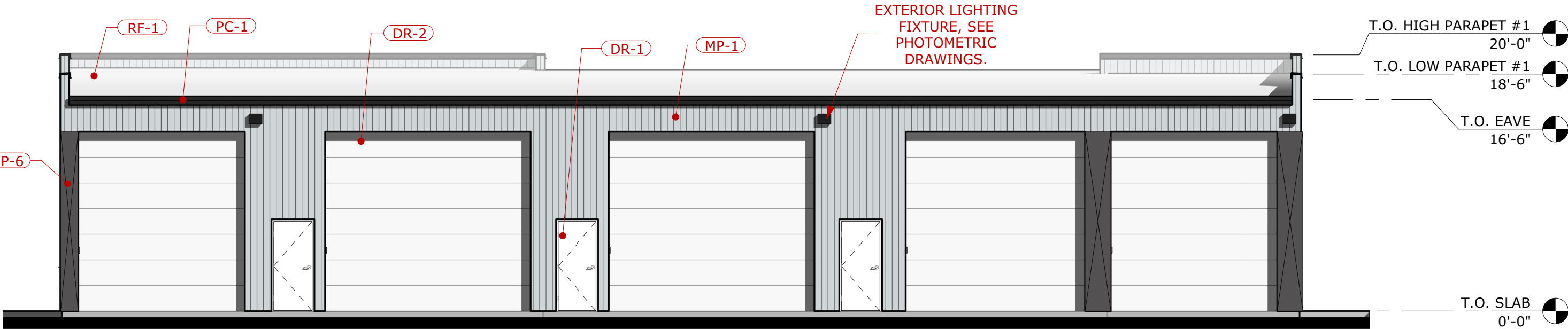
SHEET TITLE:

BUILDING ELEVATIONS - BUILDING B

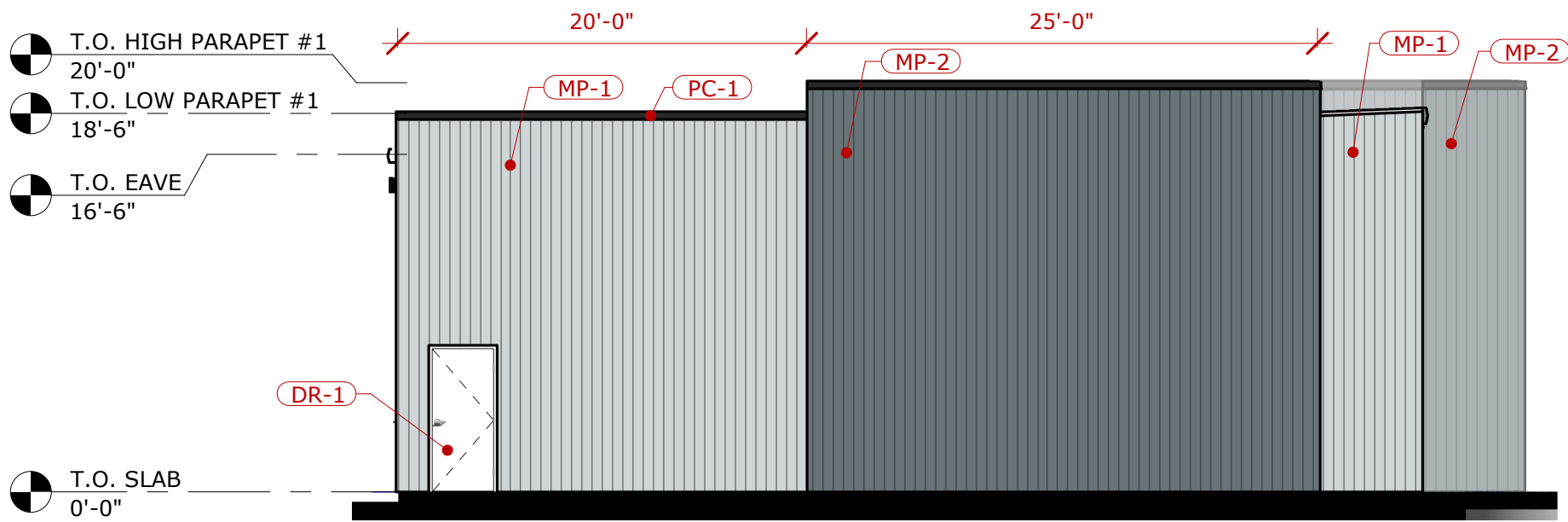
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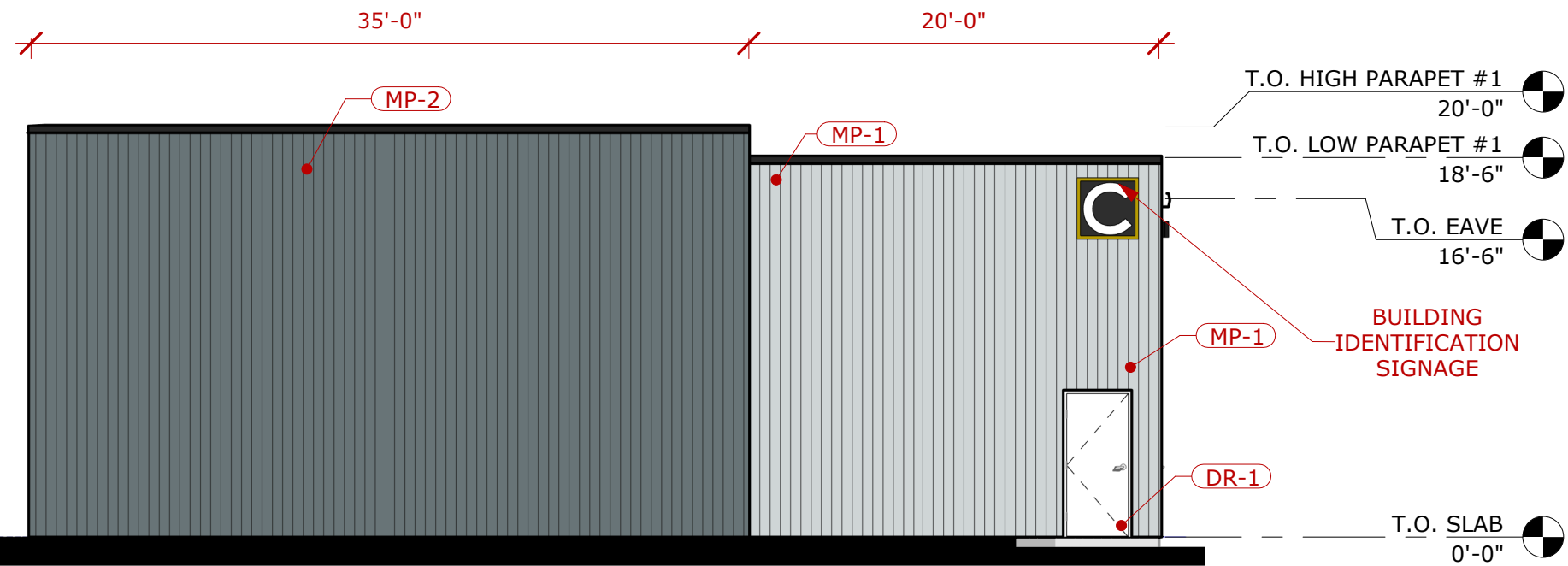
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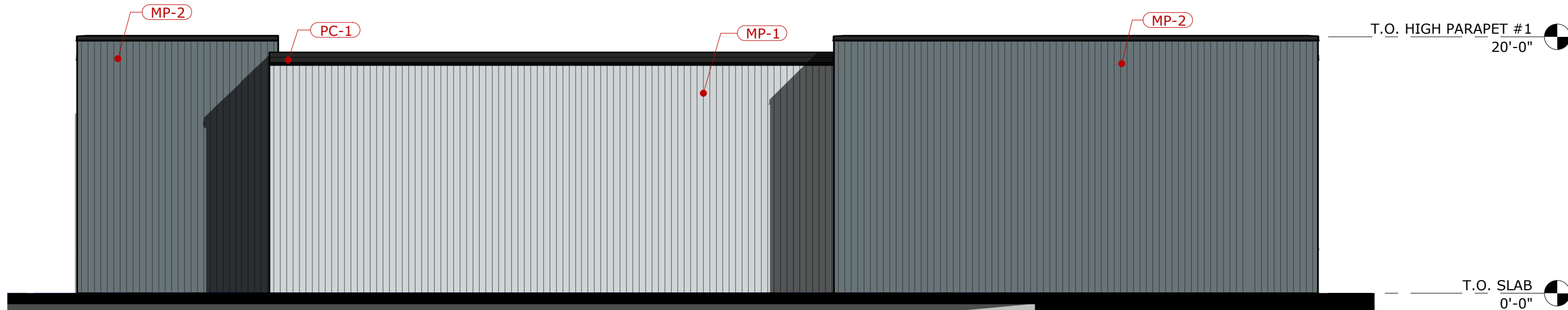
BUILDING C - EAST ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING C - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING C - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING C - WEST ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NOTES

SIGNAGE TO BE SUBMITTED UNDER SEPERATE PERMIT

EXTERIOR FINISH SPECIFICATIONS

METAL DOOR JAMB, FASCIA, COPING CAP & TRIM, GUTTER, DOWNSPOUT:

- PC-1: COLOR - "BURNISHED SLATE"

METAL WALL PANELS:
MANUFACTURER: MBCI

PROFILE: PBR

ORIENTATION: VERTICAL

- MP-1: COLOR: "ASH GRAY"
- MP-2: COLOR: "CHARCOAL GRAY"

METAL WALL PANELS - W/ STUCCO/EMBOSSED

FINISH:

MANUFACTURER: STRUKTUROC, INC.

PROFILE: STK2000

ORIENTATION: VERTICAL

- MP-3: COLOR: "ASH"
- MP-4: COLOR: "GRAY"

METAL WALL PANELS:

MANUFACTURER: MBCI

PROFILE: PBR

ORIENTATION: HORIZONTAL

- MP-5: COLOR: "CHARCOAL GRAY"

METAL RAISED "X" PANELS BETWEEN DOORS:

MANUFACTURER: MBCI

PRODUCT: PRE-FINISHED METAL

- MP-6: COLOR: "SLATE GRAY"

METAL ROOF PANELS:

MANUFACTURER: MBCI

PROFILE: PBR

- RF-1: MATERIAL: GALVALUME
- RF-2: MATERIAL: PBR METAL ROOFING PANEL

MAN DOORS:

MANUFACTURER: SEE PROJECT SPECIFICATIONS

PRODUCT: SEE PROJECT SPECIFICATIONS

- DR-1: PAINTED TO MATCH MBCI "CHARCOAL GRAY"

EMBOSSSED OVERHEAD DOORS:

MANUFACTURER: SEE PROJECT SPECIFICATIONS

PRODUCT: SEE PROJECT SPECIFICATIONS

- DR-2: COLOR - "WHITE"

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NEW CONSTRUCTION FOR:

LUXELocker - ARVADA

COAL CREEK CANYON RD, ARVADA, CO 80007

DATE	DESCRIPTION	COMMENTS
8/12/2024	9:35:05 AM	

DATE: AUGUST 2024
DRAWN BY: WE
CHECKED BY: JH
JOB NUMBER: MKT

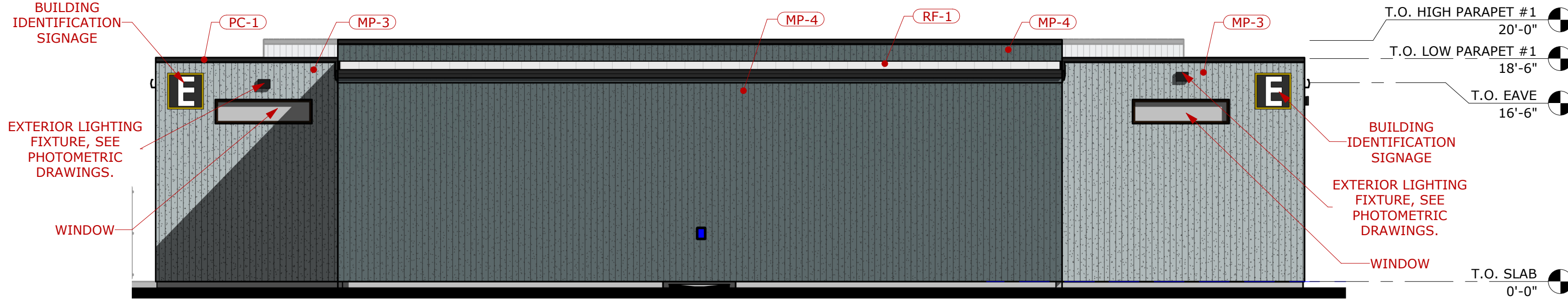
SHEET TITLE:

**BUILDING
ELEVATIONS
- BUILDING C**
(9 OF 12)

SHEET NUMBER:

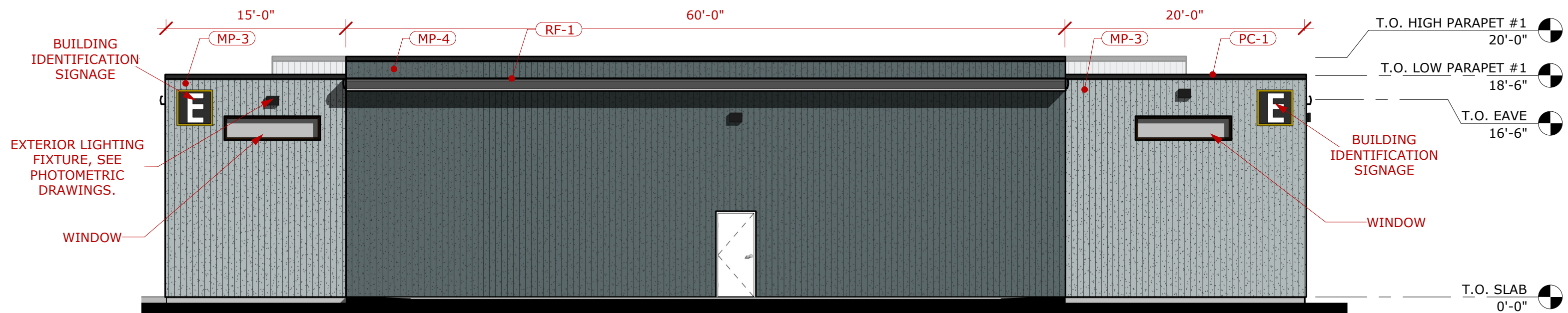
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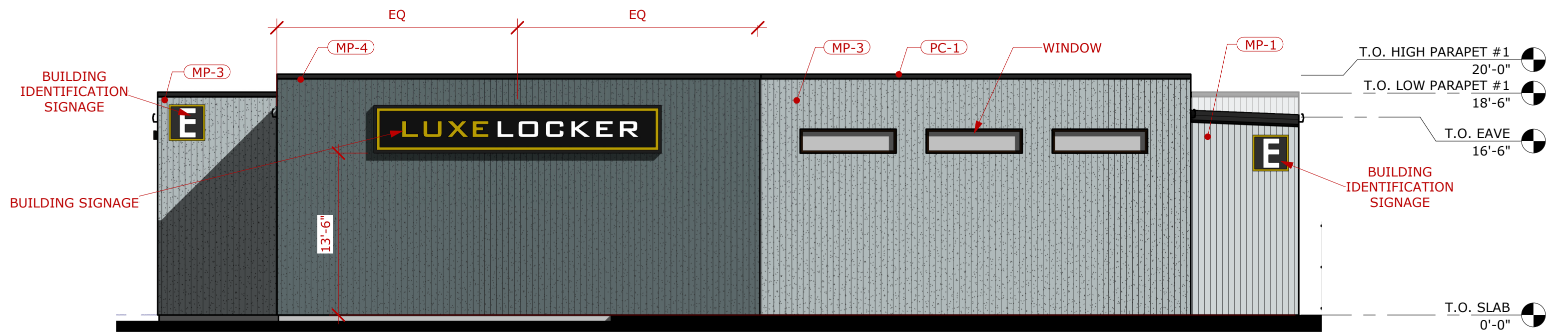
BUILDING E - NORTH ELEVATION

SCALE: 1/8" = 1'-0"



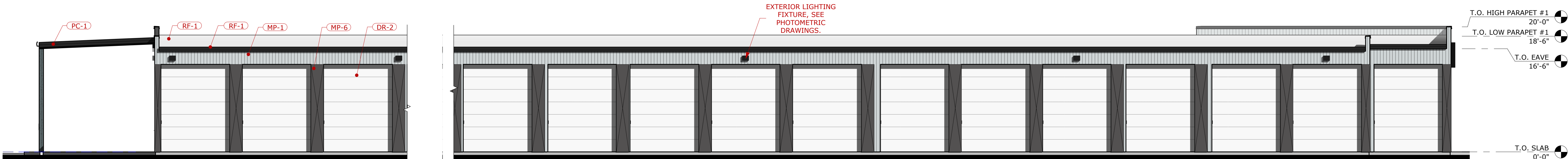
BUILDING E - WASHBAY - NORTH

SCALE: 1/8" = 1'-0"



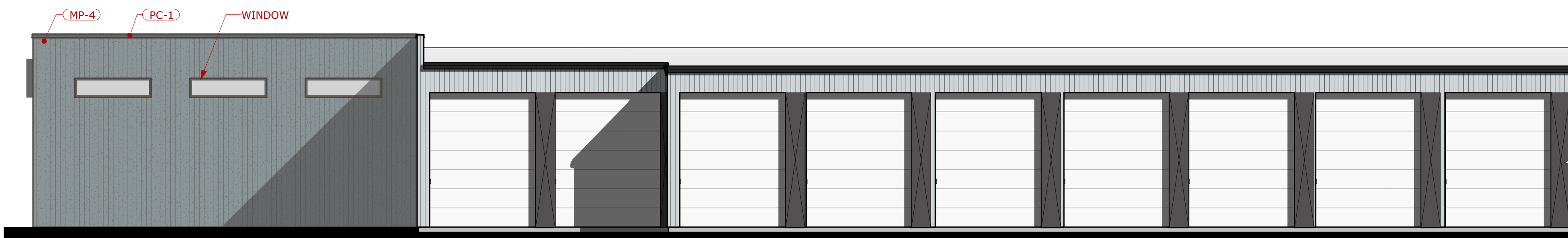
BUILDING E - SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING E - WEST ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING E - EAST ELEVATION

SCALE: 1/8" = 1'-0"

GENERAL NOTES

SIGNAGE TO BE SUBMITTED UNDER SEPERATE PERMIT

EXTERIOR FINISH SPECIFICATIONS

METAL DOOR JAMB, FASCIA, COPING CAP & TRIM, GUTTER, DOWNSPOUT:

- PC-1: COLOR - "BURNISHED SLATE"

METAL WALL PANELS:

MANUFACTURER: MBCI

PROFILE: PBR

ORIENTATION: VERTICAL

- MP-1: COLOR: "ASH GRAY"
- MP-2: COLOR: "CHARCOAL GRAY"

METAL WALL PANELS - W/ STUCCO/EMBOSSED

FINISH:

MANUFACTURER: STRUKTUROC, INC.

PROFILE: STK2000

ORIENTATION: VERTICAL

- MP-3: COLOR: "ASH"
- MP-4: COLOR: "GRAY"

METAL WALL PANELS:

MANUFACTURER: MBCI

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MANUFACTURER: MBCI

PROFILE: PBR

- RF-1: MATERIAL: GALVALUME
- RF-2: MATERIAL: PBR METAL ROOFING PANEL

MAN DOORS:

MANUFACTURER: SEE PROJECT SPECIFICATIONS

PRODUCT: SEE PROJECT SPECIFICATIONS

- DR-1: PAINTED TO MATCH MBCI "CHARCOAL GRAY"

EMBOSSSED OVERHEAD DOORS:

MANUFACTURER: SEE PROJECT SPECIFICATIONS

PRODUCT: SEE PROJECT SPECIFICATIONS

- DR-2: COLOR - "WHITE"

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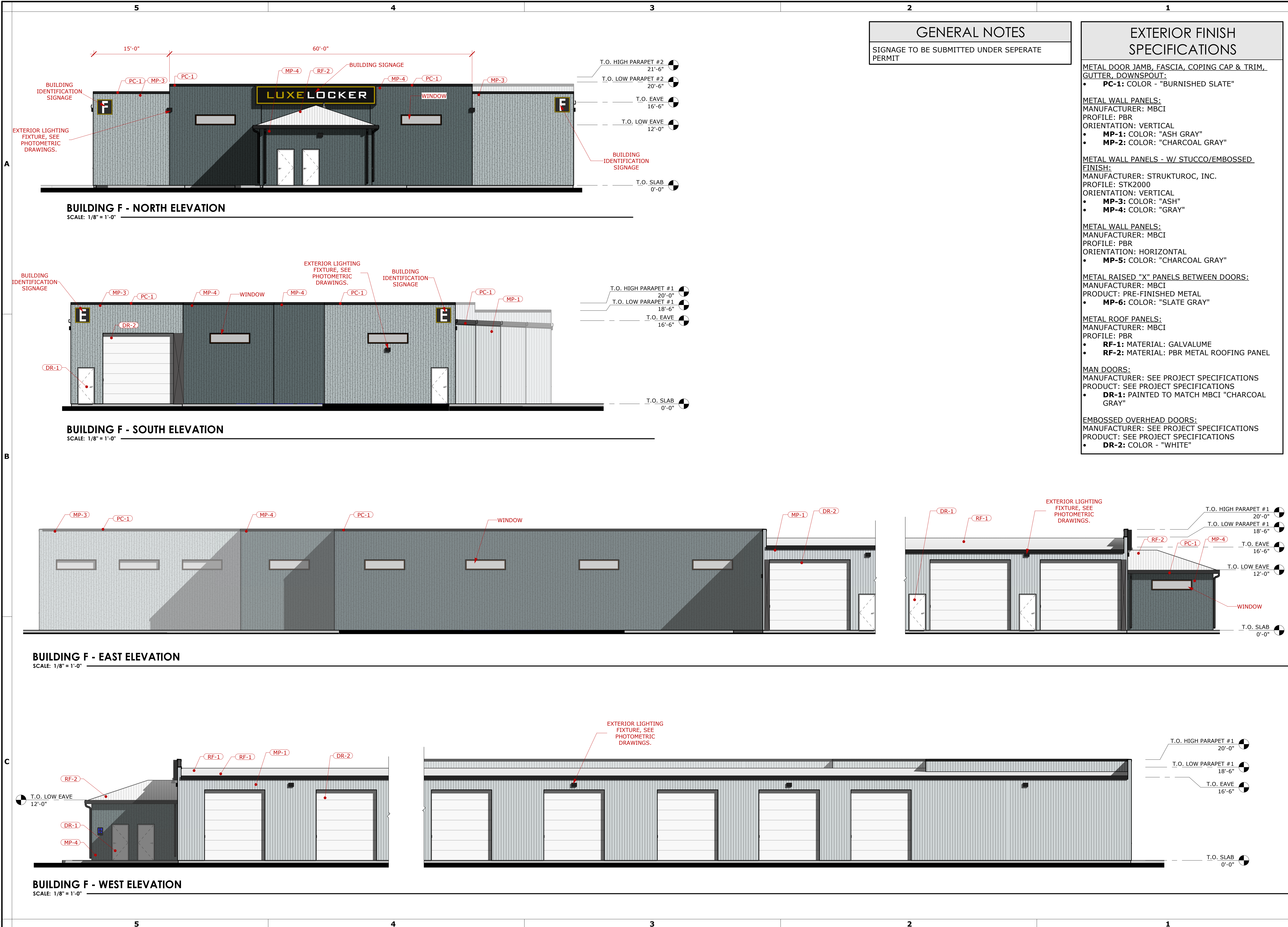
LUXELOCKER - ARVADA

COAL CREEK CANYON RD, ARVADA, CO 80007

DATE: AUGUST 2024
DRAWN BY: WE
CHECKED BY: JH
JOB NUMBER: MKT
SHEET TITLE:
BUILDING ELEVATIONS - BUILDING E
(11 OF 12)
SHEET NUMBER:

A-4.4

8/12/2024 9:34:35 AM



HATCH DESIGN
ARCHITECTURE
200 WEST 36TH ST.
BOISE, IDAHO 83714
OFFICE: (208) 475-3204
FAX: (208) 475-3205
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HATCH DESIGN ARCHITECTURE

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NOT FOR CONSTRUCTION

NEW CONSTRUCTION FOR:

LUXELOCKER - ARVADA

COAL CREEK CANYON RD, ARVADA, CO 80007

DATE	DESCRIPTION	COMMENTS
AUGUST 2024		
DRAWN BY:	WE	
CHECKED BY:	JH	
JOB NUMBER:	MKT	

SHEET TITLE:

BUILDING ELEVATIONS - BUILDING F
(12 OF 12)

SHEET NUMBER:

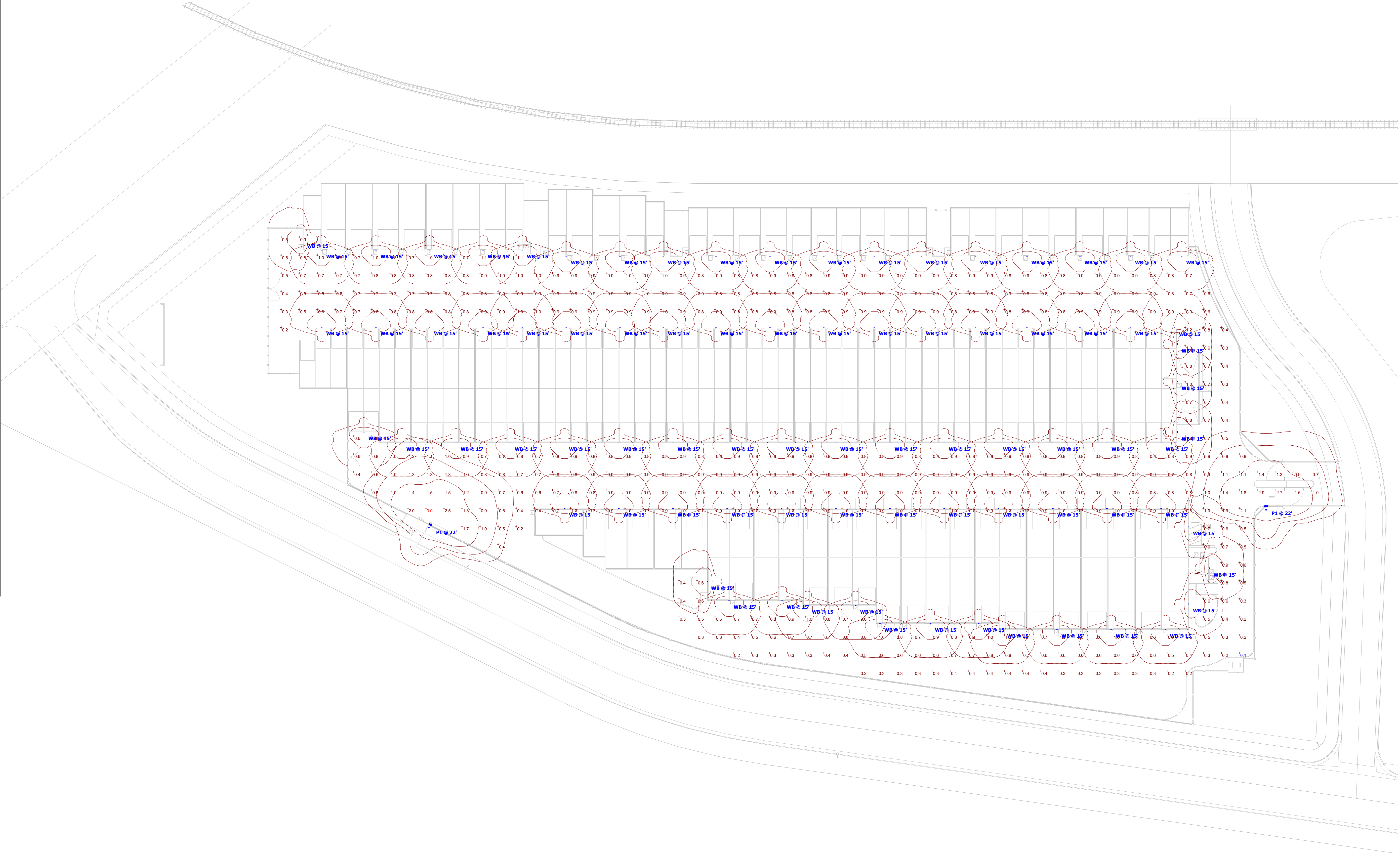
A-4.5

Schedule									
Symbol	Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power
	WB	83	Lithonia Lighting	DSXW1 LED 10C 350 40K T4M MVOLT	DSXW1 LED WITH (1) 10 LED LIGHT ENGINES, TYPE T4M OPTIC, 4000K, @ 350mA.	1	1458	1	13.3
	P1	2	Lithonia Lighting	RSX1 LED P2 40K R4	RSX Area Fixture Size 1 P2 Lumen Package 4000K CCT Type R4 Distribution	1	9972	1	72.95

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.8 fc	3.0 fc	0.1 fc	30.0:1	8.0:1

Luminaire Locations							
Location							
No.	Label	X	Y	Z	MH	Orientation	Tilt
2	P1	-338.50	317.50	22.00	22'	0.00	0.00
1	WB	-1122.00	533.00	15.00	15'	180.00	0.00
2	WB	-1137.50	542.00	15.00	15'	270.00	0.00
3	WB	-1077.00	533.00	15.00	15'	180.00	0.00
4	WB	-1032.50	533.00	15.00	15'	180.00	0.00
5	WB	-988.00	533.00	15.00	15'	180.00	0.00
6	WB	-955.50	533.00	15.00	15'	180.00	0.00
7	WB	-919.00	528.00	15.00	15'	180.00	0.00
8	WB	-874.50	528.00	15.00	15'	180.00	0.00
9	WB	-838.50	528.00	15.00	15'	180.00	0.00
10	WB	-795.00	528.00	15.00	15'	180.00	0.00
11	WB	-750.00	528.00	15.00	15'	180.00	0.00
12	WB	-705.50	528.00	15.00	15'	180.00	0.00
13	WB	-663.50	528.00	15.00	15'	180.00	0.00
14	WB	-624.50	528.00	15.00	15'	180.00	0.00
15	WB	-579.50	528.00	15.00	15'	180.00	0.00
16	WB	-537.00	528.00	15.00	15'	180.00	0.00
17	WB	-493.00	528.00	15.00	15'	180.00	0.00
18	WB	-451.00	528.00	15.00	15'	180.00	0.00
19	WB	-408.50	528.00	15.00	15'	180.00	0.00
20	WB	-1122.00	469.00	15.00	15'	0.00	0.00
21	WB	-1077.00	469.00	15.00	15'	0.00	0.00
22	WB	-1032.50	469.00	15.00	15'	0.00	0.00
23	WB	-988.00	469.00	15.00	15'	0.00	0.00
24	WB	-955.50	469.00	15.00	15'	0.00	0.00
25	WB	-919.00	469.00	15.00	15'	0.00	0.00
26	WB	-874.50	469.00	15.00	15'	0.00	0.00
27	WB	-838.50	469.00	15.00	15'	0.00	0.00
28	WB	-795.00	469.00	15.00	15'	0.00	0.00
29	WB	-750.00	469.00	15.00	15'	0.00	0.00
30	WB	-705.50	469.00	15.00	15'	0.00	0.00
31	WB	-663.50	469.00	15.00	15'	0.00	0.00
32	WB	-624.50	469.00	15.00	15'	0.00	0.00
33	WB	-579.50	469.00	15.00	15'	0.00	0.00
34	WB	-537.00	469.00	15.00	15'	0.00	0.00
35	WB	-493.00	469.00	15.00	15'	0.00	0.00
36	WB	-451.00	469.00	15.00	15'	0.00	0.00
37	WB	-414.50	468.50	15.00	15'	0.00	0.00
38	WB	-412.00	455.00	15.00	15'	90.00	0.00
39	WB	-412.00	424.00	15.00	15'	90.00	0.00
41	WB	-412.00	382.00	15.00	15'	90.00	0.00
42	WB	-425.50	373.00	15.00	15'	180.00	0.00
43	WB	-470.50	373.00	15.00	15'	180.00	0.00
44	WB	-515.50	373.00	15.00	15'	180.00	0.00
45	WB	-560.50	373.00	15.00	15'	180.00	0.00
46	WB	-605.50	373.00	15.00	15'	180.00	0.00
47	WB	-650.50	373.00	15.00	15'	180.00	0.00
48	WB	-695.50	373.00	15.00	15'	180.00	0.00
49	WB	-740.50	373.00	15.00	15'	180.00	0.00
50	WB	-785.50	373.00	15.00	15'	180.00	0.00
51	WB	-830.50	373.00	15.00	15'	180.00	0.00
52	WB	-875.50	373.00	15.00	15'	180.00	0.00
53	WB	-920.50	373.00	15.00	15'	180.00	0.00
54	WB	-965.50	373.00	15.00	15'	180.00	0.00
55	WB	-1010.50	373.00	15.00	15'	180.00	0.00
56	WB	-1055.50	373.00	15.00	15'	180.00	0.00
57	WB	-1087.00	382.00	15.00	15'	180.00	0.00
58	WB	-402.50	303.50	15.00	15'	90.00	0.00
59	WB	-425.50	318.50	15.00	15'	0.00	0.00
60	WB	-470.50	318.50	15.00	15'	0.00	0.00
61	WB	-515.50	318.50	15.00	15'	0.00	0.00
62	WB	-560.50	318.50	15.00	15'	0.00	0.00
63	WB	-605.50	318.50	15.00	15'	0.00	0.00
64	WB	-650.50	318.50	15.00	15'	0.00	0.00
65	WB	-695.50	318.50	15.00	15'	0.00	0.00
66	WB	-740.50	318.50	15.00	15'	0.00	0.00
67	WB	-785.50	318.50	15.00	15'	0.00	0.00
68	WB	-830.50	318.50	15.00	15'	0.00	0.00
69	WB	-875.50	318.50	15.00	15'	0.00	0.00
70	WB	-920.50	318.50	15.00	15'	0.00	0.00
71	WB	-385.50	269.00	15.00	15'	90.00	0.00
72	WB	-402.50	239.50	15.00	15'	90.00	0.00
73	WB	-422.00	218.00	15.00	15'	180.00	0.00
74	WB	-467.00	218.00	15.00	15'	180.00	0.00
75	WB	-512.00	218.00	15.00	15'	180.00	0.00
76	WB	-557.00	218.00	15.00	15'	180.00	0.00
77	WB	-577.00	223.00	15.00	15'	180.00	0.00
78	WB	-617.00	223.00	15.00	15'	180.00	0.00
79	WB	-659.00	223.00	15.00	15'	180.00	0.00
80	WB	-679.00	238.00	15.00	15'	180.00	0.00
81	WB	-719.00	238.00	15.00	15'	180.00	0.00
82	WB	-740.00	242.00	15.00	15'	180.00	0.00
83	WB	-784.00	242.00	15.00	15'	180.00	0.00
84	WB	-802.00	256.00	15.00	15'	270.00	0.00
1	P1	-1033.00	302.50	22.00	22'	26.57	0.00



CANDELAS 93-72 SOUTH FILING NO. 1, AMENDMENT 1
REPLAT OF LOT 1, BLOCK 2, CANDELAS 93-72 SOUTH FILING NO. 1 BEING SITUATED IN THE
WEST HALF OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF ARVADA, COUNTY OF JEFFERSON
STATE OF COLORADO

SHEET01 OF 02 SHEETS

LEGAL DESCRIPTION AND DEDICATION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING DESCRIBED AS FOLLOWS:

LOT 1, BLOCK 2 OF CANDELAS 93-72 SOUTH FILING NO. 1 PLAT AS RECORDED AT RECEPTION NUMBER 2024039740.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE S28°02'10"E A DISTANCE OF 2526.17 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF UNION PACIFIC RAILROAD (SPUR) AS DESCRIBED IN BOOK 769 AT PAGE 309 AND THE SOUTHERLY LINE OF W. 92ND LANE, TRACT B, BLOCK 2 AS RECORDED AT RECEPTION NUMBER 2024039740, SAID POINT BEING THE POINT OF BEGINNING;
THENCE ALONG SAID SOUTHERLY LINE OF SAID W. 92ND LANE THE FOLLOWING THREE (3) CONSECUTIVE COURSES:
1) 166.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 217.00 FEET, A CENTRAL ANGLE OF 43°59'11", AND A CHORD WHICH BEARS N71°49'44"E A DISTANCE OF 162.53 FEET;
2) THENCE 146.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 183.00 FEET, A CENTRAL ANGLE OF 45°59'54", AND A CHORD WHICH BEARS N72°50'05"E A DISTANCE OF 143.00 FEET;
3) THENCE S84°09'58"E A DISTANCE OF 172.93 FEET;
THENCE 40.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 95°59'55", AND A CHORD WHICH BEARS S36°09'54"E A DISTANCE OF 35.67 FEET TO A POINT ON THE WESTERLY LINE OF LIBERTY CANYON LANE, TRACT B, BLOCK 2 AS RECORDED AT RECEPTION NUMBER 2024039740;
THENCE ALONG SAID WESTERLY LINE OF SAID LIBERTY CANYON LANE THE FOLLOWING FIVE (5) CONSECUTIVE COURSES:
1) S11°50'02"W A DISTANCE OF 443.98 FEET;
2) THENCE 156.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 486.00 FEET, A CENTRAL ANGLE OF 18°24'35", AND A CHORD WHICH BEARS S21°02'20"W A DISTANCE OF 155.49 FEET;
3) THENCE S30°14'37"W A DISTANCE OF 315.46 FEET;
4) THENCE 99.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 386.00 FEET, A CENTRAL ANGLE OF 14°42'28", AND A CHORD WHICH BEARS S37°35'51"W A DISTANCE OF 98.81 FEET
5) THENCE S46°05'24"W A DISTANCE OF 70.84 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT H, BLOCK 2 AS RECORDED AT RECEPTION NUMBER 2024039740;
THENCE ALONG SAID LINE OF SAID TRACT H THE FOLLOWING TWO (2) CONSECUTIVE COURSES:
1) N33°14'12"W A DISTANCE OF 1.85 FEET;
2) THENCE N78°14'12"W A DISTANCE OF 28.14 FEET TO POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 93 AS DESCRIBED IN BOOK 814 AT PAGE 365;
THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 93 N34°33'23"W A DISTANCE OF 239.91 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD (SPUR) AS DESCRIBED IN BOOK 769 AT PAGE 309;
THENCE EASTERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD (SPUR) THE FOLLOWING TWO (2) CONSECUTIVE COURSES:
1) 314.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1005.37 FEET, A CENTRAL ANGLE OF 17°55'48", AND A CHORD WHICH BEARS N12°47'13"E A DISTANCE OF 313.34 FEET;
2) THENCE N03°49'19"E A DISTANCE OF 423.60 FEET TOTHE POINT OF BEGINNING.

SAID PARCEL CONTAIN A TOTAL OF 8.397 ACRES OR 365,754 SQUARE FEET, MORE OR LESS.

HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE ABOVE DESCRIBED LAND, UNDER THE NAME AND STYLE OF CANDELAS 93-72 SOUTH FILING 1, AMENDMENT 1, AND HEREBY GRANTS TO THE CITY OF ARVADA SUCH EASEMENTS AS ARE CREATED HEREBY AND DEPICTED OR, BY NOTE, REFERENCED HEREON, ALONG WITH THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES, AND APPURTENANCES, EITHER DIRECTLY OR THROUGH THE VARIOUS APPLICABLE SERVICE PROVIDERS AS MAY BE NECESSARY TO ACCOMPLISH THE INTENDED PURPOSES OF SUCH EASEMENT, UNLESS MORE NARROWLY DEFINED BY NOTE HEREON, UTILITY SHALL MEAN SEWER, WATER, DRAINAGE, ELECTRICITY, GAS, TELEPHONE, CABLE AND OTHER TELECOMMUNICATION FACILITIES.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST, SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S00°12'09"E AND BEING MONUMENTED BY A FOUND BRASS PLATE 2"x2" SET IN TOP OF CONCRETE STAMPED NOV. 10, 1972 G. COORS O.K. GARDNER AT THE NORTHWEST CORNER OF SAID SECTION AND A FOUND BRASS PLATE 2"x2" SET ON TOP OF CONCRETE STAMPED NOV. 10, 1927 G. COORS O.K. GARDNER AT THE WEST QUARTER CORNER OF SAID SECTION 21.

OWNER:

LUXLOCKER
BY: LUXLOCKER, ITS MANAGING MEMBER

BY: DAVID FERRETTE, DIRECTOR OF DEVELOPMENT

NOTARY:

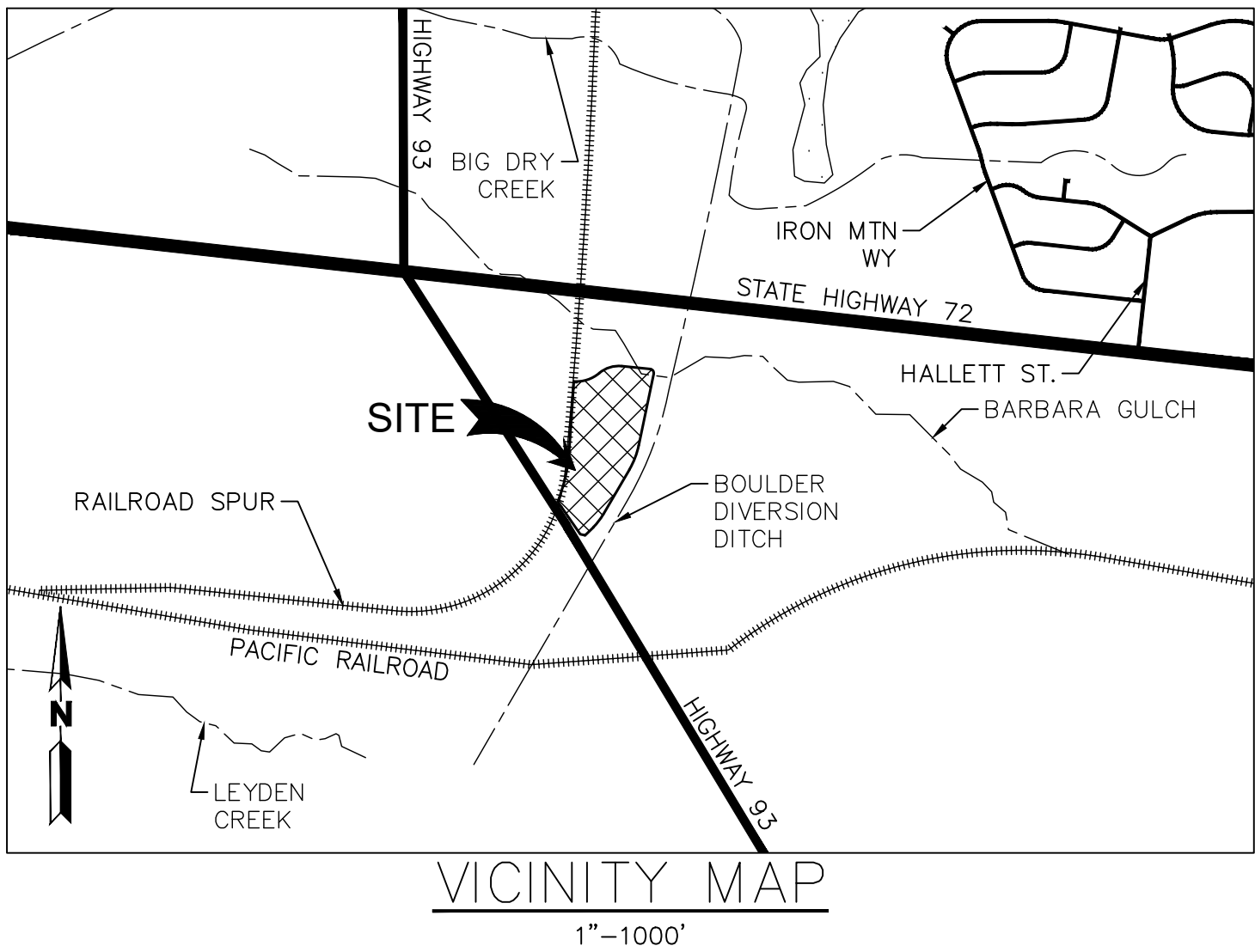
STATE OF COLORADO)
) SS.
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY DAVID FERRETTE, MANAGER OF LUXLOCKER, MANAGING MEMBER OF LUXLOCKER.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



NOTES:

- BEARING OF BASIS: BEARINGS ARE BASED ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST, SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S00°12'09"E AND BEING MONUMENTED BY A FOUND BRASS PLATE 2"x2" SET IN TOP OF CONCRETE STAMPED NOV. 10, 1972 G. COORS O.K. GARDNER AT THE NORTHWEST CORNER OF SAID SECTION AND A FOUND BRASS PLATE 2"x2" SET ON TOP OF CONCRETE STAMPED NOV. 10, 1927 G. COORS O.K. GARDNER AT THE WEST QUARTER CORNER OF SAID SECTION 21.
- THE PURPOSE OF THE SURVEY WAS TO DEDICATE NEW EASEMENTS WITHIN REPLAT LOT 1 BLOCK 2, CANDELAS 93-72 SOUTH FILING 1. THE BOUNDARY FOR THE PLAT WAS RETRACED AND DETERMINED FROM THE DIMENSIONS FROM THE ORIGINAL PLAT THAT CREATED CANDELAS 93-72 SOUTH FILING 1 AND THE FOUND MONUMENTATION AS SHOWN ON THIS PLAT. NO CONFLICTING MONUMENTATION WAS FOUND.
- THE COORDINATE SYSTEM USED FOR THE PLAT IS MODIFIED COLORADO CENTRAL ZONE STATE PLANE COORDINATES (502)NAD 83 (1992)USING A COMBINED SCALE FACTOR OF 1.000258827 SCALED FROM 0.0.
- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- BOUNDARY CORNERS OF SUBDIVISION ARE MONUMENTED WITH A #4 REBAR WITH CAP L.S. #23899, UNLESS SHOWN OTHERWISE.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- ALL DIMENSIONS SHOWN ARE IN U.S. SURVEY FEET.

Sheet List Table

SHEET NUMBER	SHEET TITLE
01	COVER
02	OVERALL PLAN

SURVEYOR DISCLAIMER

THE CITY OF ARVADA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SURVEY DATA SHOWN HEREIN. THE CITY OF ARVADA'S REVIEW IS FOR GENERAL COMPLIANCE WITH ARVADA'S LAND DEVELOPMENT CODE. THE CITY OF ARVADA, THROUGH THE ACCEPTANCE OF THE PLAT/SITE PLAN, ASSUMES NO RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF PLAT/SITE PLAN. THE ACCURACY OF SURVEY INFORMATION INCLUDING BOUNDARY INFORMATION, MONUMENTATION, LOT LINES, ETC. IS THE SOLE RESPONSIBILITY OF THE LICENSED SURVEYOR NAMED HEREIN.

SURVEYOR'S STATEMENT

I, RICHARD A. NOBBE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF CANDELAS 93-72 SOUTH FILING 1, AMENDMENT 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION AND THE SURVEY THEREOF, AND THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 23899
RICHARD A. NOBBE
FOR AND ON BEHALF OF MARTIN/MARTIN, INC

TITLE CERTIFICATION:

I, _____, AN AUTHORIZED REPRESENTATIVE OF _____(insurance company)_____, DULY FORMED AND EXISTING PURSUANT TO THE STATUTES OF COLORADO FOR THE PURPOSE OF INSURING TITLES TO REAL PROPERTY IN COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS HEREIN ABOVE INDICATED AND SHOWN UPON THE WITHIN PLAT AS PUBLIC WAYS AND EASEMENTS AND THAT THE TITLE TO SUCH LANDS IS THAT OF THE DEDICATORS, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES.

DATED THIS ____ DAY OF _____, 20____

ENTITY NAME

BY: TITLE:

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE COMMUNITY AND ECONOMIC DEVELOPMENT OF THE CITY OF ARVADA, COLORADO THIS ____ DAY OF _____, 20____

ATTEST:

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR CITY CLERK

CLERK AND RECORDER:

RECEPTION NUMBER

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN COLORADO ON THIS ____ DAY OF _____, 20____ AT ____ O'CLOCK.

BY: JEFFERSON COUNTY CLERK AND RECORDER DEPUTY CLERK

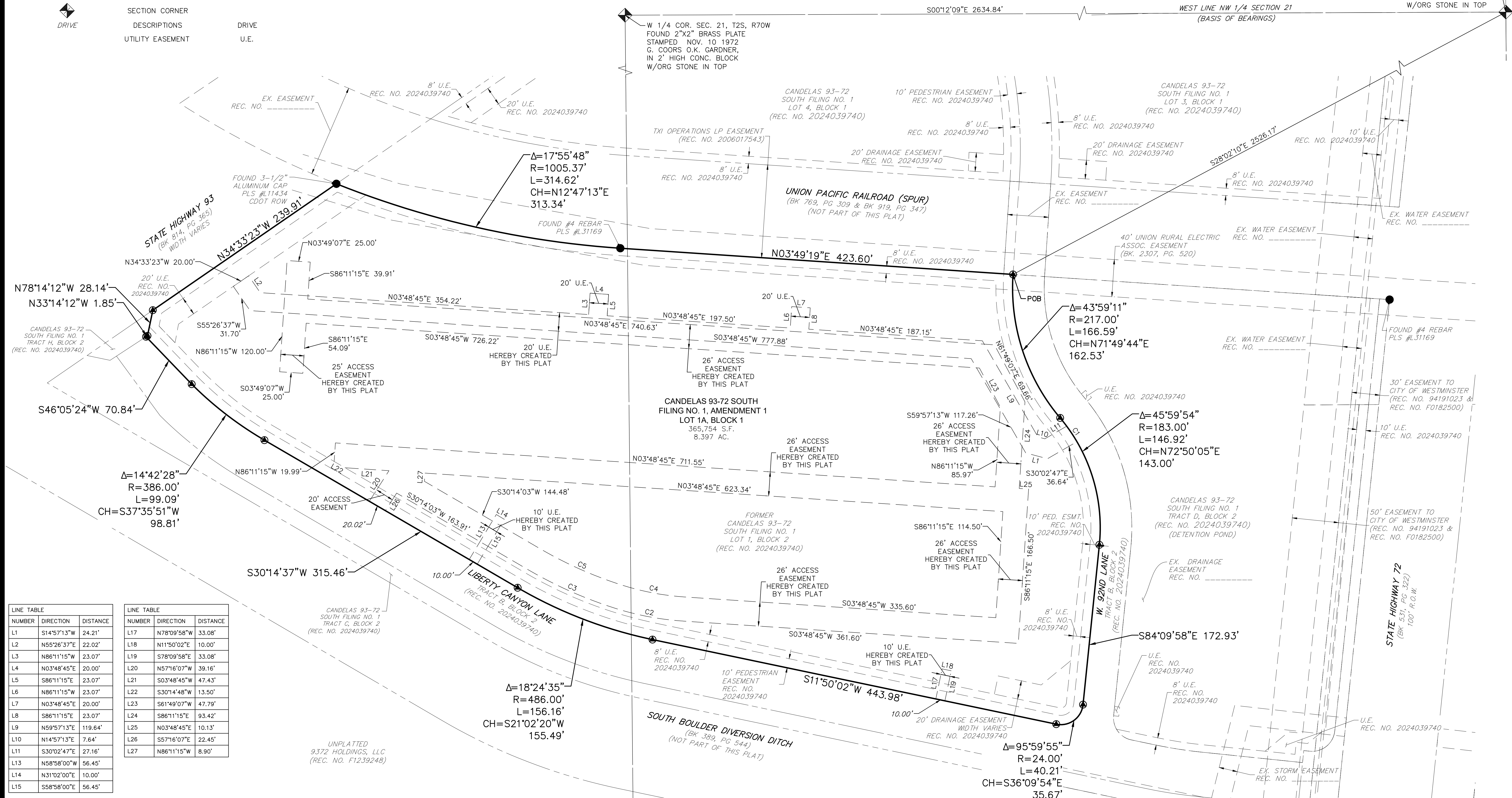
AUGUST 16, 2024
APRIL 26, 2024

MARTIN/MARTIN
CONSULTING ENGINEERS
12499 WEST COLFAX AVENUE, LAKWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

REPLAT OF LOT 1, BLOCK 2, CANDELAS 93-72 SOUTH FILING NO. 1 BEING SITUATED IN THE
WEST HALF OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF ARVADA, COUNTY OF JEFFERSON
STATE OF COLORADO

POINT OF COMMENCEMENT
NW COR. SEC. 21, T2S, R70W
FOUND. 2"X2" BRASS PLATE
STAMPED NOV. 10, 1927
G. COORS OF GARDNER
IN 2' HIGH CONC. BLOCK
W/ORG STONE IN TOP

<u><i>EXISTING</i></u>	<u>LEGEND</u>	<u>PROPOSED</u>
_____	PROPERTY LINE	_____
- - - - -	RIGHT-OF-WAY LINE	- - - - -
_____	CENTERLINE	_____
_____	SECTION LINE	_____
_____	DRAINAGE EASEMENT	_____
- - - - -	UTILITY EASEMENT	_____
_____	PEDESTRIAN EASEMENT	_____
	FOUND PROPERTY PIN (SEE PLAN VIEW FOR DESCRIPTIONS)	
	SET #4 REBAR WITH CAP PLS #23899	
	SECTION CORNER	
<i>DRIVE</i>	DESCRIPTIONS	DRIVE
	UTILITY EASEMENT	U.E.



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'13"W	24.21'
L2	N55°26'37"E	22.02'
L3	N86°11'15"W	23.07'
L4	N03°48'45"E	20.00'
L5	S86°11'15"E	23.07'
L6	N86°11'15"W	23.07'
L7	N03°48'45"E	20.00'
L8	S86°11'15"E	23.07'
L9	N59°57'13"E	119.64'
L10	N14°57'13"E	7.64'
L11	S30°02'47"E	27.01'
L13	N58°58'00"W	56.45'
L14	N31°02'00"E	10.00'
L15	S58°58'00"E	56.45'

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L17	N78°09'58"W	33.08'
L18	N115°0'02"E	10.00'
L19	S78°09'58"E	33.08'
L20	N57°16'07"W	39.16'
L21	S30°48'45"W	47.43'
L22	S03°4'48"W	13.50'
L23	S61°49'07"W	47.79'
L24	S86°11'15"E	93.42'
L25	S30°48'45"E	10.13'
L26	N57°16'07"E	22.45'
L27	N86°11'15"W	8.90'

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	6°16'34"	183.00'	20.05'	N56°32'01"E	20.04'
C2	13°46'44"	311.00'	74.79'	N10°42'07"E	74.61'
C3	12°38'34"	463.50'	102.28'	N23°54'46"E	102.07'
C4	13°46'44"	285.00'	68.54'	S10°42'07"W	68.37'
C5	12°38'34"	437.50'	96.54'	S23°54'46"W	96.34'

AUGUST 16, 2024
APRIL 26, 2024

MARTIN/MARTIN
CONSULTING ENGINEER
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80231
303.431.6100 MARTINMARTIN.COM

PLOT DATE: Friday, August 16, 2024 10:42 AM LAST SAVED BY: MWOOD
DRAWING LOCATION: G:\LOVATO\23\1747-Candelas 93-72 South Flina No.1 Lot 1, Block 2 (Luxelocker)\PLANS\PLAT\02_OVERALL.dwg



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
11.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: PUD Development Plan for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane) (Presenter: Rob Smetana, Manager of City Planning and Development)

Report in Brief

Luxelocker is requesting approval of a PUD Development Plan in order to construct six buildings to be used for self-storage. These storage units will be marketed both for sale and for lease. An owner's association will be created and each unit condominiumized.

The Arvada team recommends that the City Council approve the PUD Development Plan for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (southwest and corner of State Highway 72 and Liberty Canyon Lane.)

Financial Impact

There is no fiscal impact to the city.

Background

The subject property is 8.4 acres in size, undeveloped, and is located on Lot 1, Block 2 Candelas 93-72 South Filing No. 1. The property is located just west of the intersection of State Highways 72 and 93 and on the southside of Highway 72.

The property was annexed into the City in 1994 with the Jefferson Center No. 12 Annexation. The area is included in the overall Candelas Outline Development Plan (ODP) and has been planned for future commercial uses. In July of 2024, the subdivision for this property was approved by the City along with civil construction drawings which created developable lots and will build the necessary infrastructure to serve this site and the others within this new commercial center.

Luxelocker is requesting approval of a PUD Development Plan and Major Subdivision Preliminary Plat in order to construct six buildings to be used for self-storage. These storage units will be marketed both for sale and for lease. An owner's association will be created and each unit condominiumized.

Discussion

Div. 8-3-8 Major Subdivision Preliminary Plat Approval Criteria	Finding	Rationale
1. The proposed subdivision is consistent with the Comprehensive Plan.	Complies	The proposed subdivision is consistent with the Comprehensive Plan and the Neighborhood/Community Commercial designation on the Future Land Use map.

2. The proposed subdivision is consistent with, and implements, the intent of the zoning district in which it is located. If the subject property is in a PUD zoning district, the subdivision is consistent with any previously approved PUD Outline Development Plan, PUD Development Plan, and/or PUD Final Development Plan.	Complies	The subdivision is consistent with the Candelas Outline Development Plan and will be consistent with the PUD Development Plan being processed concurrently.
3. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.	Complies	The infrastructure necessary to service this site is under construction and will be available to serve the project before it is built.
4. The proposed subdivision will not result in significant adverse impacts on the natural environment or the use and enjoyment of adjoining property, including changes in air quality, water quality, noise levels, stormwater runoff, wildlife habitat, and/or natural vegetation, in that such impacts will be substantially avoided or mitigated by design.	Complies	The proposed subdivision will not result in negative impacts.
5. The proposed subdivision complies with all applicable regulations, standards, requirements, or plans of the federal or state governments and other general or special-purpose governmental entities with jurisdiction, involving (but not limited to) such matters as wetlands, water quality, erosion control, potable water, fire safety, or wastewater regulations.	Complies	The proposed subdivision complies with all applicable regulations.
6. The proposed subdivision complies with all applicable use, development, and design standards set forth in Chapter 2, Zoning Districts, Chapter 4, Environmental and Site Design, and other applicable provision of this Code, except to the extent the same are modified as may be provided in this Code. Applicants shall avoid creating lots or patterns of lots in the subdivision that will make future compliance with such development and design standards difficult or infeasible.	Complies	The proposed subdivision complies with all applicable standards in the LDC.
7. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purpose and intent of this LDC.	Complies	The proposed subdivision only establishes new easements necessary to service the project and is in compliance with the LDC.

Public Contact

SUBJECT: PUD Development Plan for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane)
(Presenter: Rob Smetana, Manager of City Planning and Development)

PAGE: 3
ITEM: 11.B.1.

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

The required neighborhood meeting for this project took place on February 8, 2024. The applicant, staff, and zero neighbors were in attendance.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

The Planning Commission voted 6 to 0 to recommend approval to the Council on November 12, 2024..

Strategic Alignment

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council Approve PUD Development Plan for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane)

Suggested Motion:

I move that the PUD Development Plan for Luxelocker, located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane) be approved.

This motion is based on the findings of fact and required conditions (if any) adopted by the Planning Commission.

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

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II	11/25/2024
Rob Smetana, Planning Manager	11/25/2024
Jessica Garner, Director of Community and Economic Development	11/25/2024

SUBJECT: PUD Development Plan for Luxelocker located at Lot 1, Block 2 Candelas 93-72
South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane)
(Presenter: Rob Smetana, Manager of City Planning and Development)

PAGE: 4
ITEM: 11.B.1.

Tammy Hedlund, Legal Specialist

11/25/2024

Emily Grogg, Senior Assistant City Attorney

11/26/2024

Rachel Morris, City Attorney

11/26/2024

Linda Haley, Acting City Manager

11/26/2024

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
11.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2024

SUBJECT: Major Subdivision Preliminary Plat for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane) (Presenter: Rob Smetana, Manager of City Planning and Development)

Report in Brief

Luxelocker is requesting approval of a Major Subdivision Preliminary Plat in order to construct six buildings to be used for self-storage. These storage units will be marketed both for sale and for lease. An owner's association will be created and each unit condominiumized.

The Arvada team recommends that the City Council approve the Major Subdivision Preliminary Plat for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (southwest and corner of State Highway 72 and Liberty Canyon Lane.)

Financial Impact

There is no fiscal impact to the city.

Background

The subject property is 8.4 acres in size, undeveloped, and is located on Lot 1, Block 2 Candelas 93-72 South Filing No. 1. The property is located just west of the intersection of State Highways 72 and 93 and on the southside of Highway 72.

The property was annexed into the City in 1994 with the Jefferson Center No. 12 Annexation. The area is included in the overall Candelas Outline Development Plan (ODP) and has been planned for future commercial uses. In July of 2024, the subdivision for this property was approved by the City along with civil construction drawings which created developable lots and will build the necessary infrastructure to serve this site and the others within this new commercial center.

Luxelocker is requesting approval of a PUD Development Plan and Major Subdivision Preliminary Plat in order to construct six buildings to be used for self-storage. These storage units will be marketed both for sale and for lease. An owner's association will be created and each unit condominiumized.

Discussion

Div. 8-3-8 Major Subdivision Preliminary Plat Approval Criteria	Finding	Rationale
1. The proposed subdivision is consistent with the Comprehensive Plan.	Complies	The proposed subdivision is consistent with the Comprehensive Plan and the Neighborhood/Community Commercial designation on the Future Land Use map.
2. The proposed subdivision is consistent with, and implements, the intent of the zoning district in	Complies	The subdivision is consistent with the Candelas Outline Development Plan and

which it is located. If the subject property is in a PUD zoning district, the subdivision is consistent with any previously approved PUD Outline Development Plan, PUD Development Plan, and/or PUD Final Development Plan.		will be consistent with the PUD Development Plan being processed concurrently.
3. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.	Complies	The infrastructure necessary to service this site is under construction and will be available to serve the project before it is built.
4. The proposed subdivision will not result in significant adverse impacts on the natural environment or the use and enjoyment of adjoining property, including changes in air quality, water quality, noise levels, stormwater runoff, wildlife habitat, and/or natural vegetation, in that such impacts will be substantially avoided or mitigated by design.	Complies	The proposed subdivision will not result in negative impacts.
5. The proposed subdivision complies with all applicable regulations, standards, requirements, or plans of the federal or state governments and other general or special-purpose governmental entities with jurisdiction, involving (but not limited to) such matters as wetlands, water quality, erosion control, potable water, fire safety, or wastewater regulations.	Complies	The proposed subdivision complies with all applicable regulations.
6. The proposed subdivision complies with all applicable use, development, and design standards set forth in Chapter 2, Zoning Districts, Chapter 4, Environmental and Site Design, and other applicable provision of this Code, except to the extent the same are modified as may be provided in this Code. Applicants shall avoid creating lots or patterns of lots in the subdivision that will make future compliance with such development and design standards difficult or infeasible.	Complies	The proposed subdivision complies with all applicable standards in the LDC.
7. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purpose and intent of this LDC.	Complies	The proposed subdivision only establishes new easements necessary to service the project and is in compliance with the LDC.

Public Contact

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

The required neighborhood meeting for this project took place on February 8, 2024. The applicant, staff, and zero neighbors were in attendance.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

The Planning Commission vote 6 to 0 to recommend approval to the Council on November 12, 2024..

Strategic Alignment

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council Approve the Major Subdivision Preliminary Plat for Luxelocker located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane)

Suggested Motion:

I move that the Major Subdivision Preliminary Plat for Luxelocker, located at Lot 1, Block 2 Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon Lane) be approved.

This motion is based on the findings of fact and required conditions (if any) adopted by the Planning Commission.

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

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II	11/25/2024
Rob Smetana, Planning Manager	11/25/2024
Jessica Garner, Director of Community and Economic Development	11/25/2024
Gail Walker, Legal Specialist-Contracts	11/25/2024
Tammy Hedlund, Legal Specialist	11/25/2024

SUBJECT: Major Subdivision Preliminary Plat for Luxelocker located at Lot 1, Block 2
Candelas 93-72 South Filing No. 1 (Southwest corner of State Highway 72 and Liberty Canyon
Lane) (Presenter: Rob Smetana, Manager of City Planning and Development)

PAGE: 4
ITEM: 11.B.2.

Emily Grogg, Senior Assistant City Attorney

11/26/2024

Rachel Morris, City Attorney

11/26/2024

Linda Haley, Acting City Manager

11/26/2024

Enclosure, exhibits & attachments required to support the report



REPORT FROM CITY COUNCIL

AGENDA ITEM
13.A.

DATE: December 16, 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 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 Northwest Parkway Authority (Alternate)

*asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
14.A.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 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, Interim City Manager, Linda Haley, 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 11/26/2024

Linda Haley, Acting City Manager 11/26/2024

Enclosure, exhibits & attachments required to support the report

2025 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Legislative Update	Jan 13	CED
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.	Jan 13	PW
Climate Action and Sustainability Plan Update @Business Meeting The City team and consultants will be providing an update on the draft Climate Action and Sustainability Plan. We will be seeking input from the Council on direction and priorities to include in the final plan we intend to bring forward for adoption in January.	Jan 27	Utilities
Community Survey @Business Meeting	Feb 3	CMO
Short Term Rentals discussion @Business Meeting	Feb 10	CED, PD
Legislative Update	Mar 24	CED
Municipal Court Update	Apr 14	
Building Code Update	April 14	CED
	April 28	
	May 12	
	June 9	
	Jul 14	
	Jul 28	
	Aug 11	
	Aug 25	
Certified Local Government (CLG) Discussion and Consideration (Tentative)	Sept 22	CED
	Oct 13	
	Oct 27	
	Dec 8	
PRESENTATIONS		
STUDY SESSIONS		
Homelessness Strategy	Dec 7 8-Noon	CMO
BID and Chamber funding	TBD	
City Expenditures	TBD (Nov or Dec)	Finance
WORKSHOP TBD's		
Stormwater 101	TBD	Utilities
Stormwater Master Plan	TBD	Utilities
New Water Tank @ Gross Reservoir (4th quarter)	TBD	CMO
Right of Way Acquisition	TBD	PW
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
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		