



City of Arvada

City Council Agenda

JANUARY 27, 2025

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

EXECUTIVE SESSION

4:00 P.M.

Security Arrangements, Pursuant to C.R.S. 24-6-402(4)(d) Relating to Council Chambers Security

MEET AND GREET WITH COUNCILMEMBER AT LARGE BRAD RUPERT CITY HALL ATRIUM

5:00 P.M.

REGULAR BUSINESS CITY COUNCIL CHAMBERS

6:00 P.M.

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Davis
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. January 6, 2025 City Council Meeting
5. Recognitions and Communications - None
6. Other
 - A. Council Discussion and Action re Potential Sale of 4905 W. 60th Avenue
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R25-010, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Municipal Court Relief Judge for 2025
 2. R25-011, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle Appointing Him as a Municipal Court Relief Judge for 2025

3. R25-012, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge for 2025
4. R25-013, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Weaver Appointing Her as a Municipal Court Relief Judge for 2025
5. R25-014, A Resolution Authorizing the First Amendment to a Lease Agreement by and between the City of Arvada and Celco Partnership D/B/A Verizon Wireless

B. Resolutions

1. R25-015, A Resolution Authorizing a Mutual Aid Agreement between the City of Arvada by and on behalf of the Arvada Police Department and the Colorado Rangers Law Enforcement Shared Reserve (Presenter: Aaron Jacks, Sr. Asst. City Attorney)
2. R25-016, A Resolution Authorizing the Fourth Amendment to an Intergovernmental Agreement by and Between the City of Arvada and the Urban Drainage and Flood Control District (d/b/a Mile High Flood District) Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal (Presenter: Melanie Walter, Floodplain Administrator)

C. Ordinances (First Reading)

1. CB25-002, An Ordinance Amending Section 2-77 of Chapter 2 of the Arvada City Code Pertaining to Compensation for Certain Boards and Commissions Members (Public Hearing to be set for February 10, 2025 at 6:15 p.m.)
2. CB25-004, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for February 10, 2025 at 6:15 p.m.)

9. Other

10. Public Hearings - 6:15 PM

- A. CB25-001, An Ordinance Repealing and Reenacting Article IV, Tax Relief, of Section 98, Taxation, of the Arvada City Code (Ordinance No. 4887) (Presenter: Bryan Archer, Director of Finance)

11. Public Comment - Five Minute Limit

12. Reports from City Council

- A. Council Committee Reports

13. Reports from City Manager

- A. Review of Future Workshops and Presentations

14. Reports from City Attorney

15. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD JANUARY 6, 2025

1. Call to Order - 6:50 p.m.

This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Simpson, Mayor Pro Tem Moorman, Councilmember Davis, Councilmember Fifer, Councilmember Marriott and Councilmember Rupert 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, Mayor Pro Tem Randy Moorman, Councilmember John Marriott, Councilmember Sharon Davis, Councilmember Bob Fifer, Councilmember Brad Rupert

Councilmember Fifer moved to excuse Councilmember Ambrose from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Davis, Fifer, Marriott, Rupert

Those Absent: Ambrose

The Motion was Approved

Also Present: Linda Haley, Interim City 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, Candice Svoboda, Assistant to the City Manager, and Kristen Rush, City Clerk.

4. Approval of Minutes – December 18, 2024

The minutes stand approved as amended.

5. Recognition and Communication – None

6. Presentations – None

7. Public Comment –

- A. Laura Teter, Arvada resident, addressed council regarding a navigation center at the Early College of Arvada building.
- B. Tracy Kent, Arvada resident, Arvada resident, addressed council regarding a navigation center at the Early College of Arvada building.
- C. Renee Cornell, Arvada resident, addressed council regarding the hotel vouchers at the Urban Lodges.
- D. Christine Howland, Arvada resident, Arvada resident, addressed council regarding the Early

- College of Arvada building.
- E. Mindy Mohr, Arvada resident, addressed council regarding Mission Arvada.
 - F. Monique Lani, Arvada resident, addressed council regarding the hotel vouchers at the Savannah Suites.
 - G. Erica Tucker, Arvada resident, addressed council regarding human rights.
 - H. Joy Athanasiou, Denver resident, addressed council regarding immigration policy.
 - I. Robin Kupernik, Arvada resident, addressed council regarding immigration policy.
 - J. Joyce Richardson, Arvada resident, addressed council regarding immigration policy.
 - K. Bruce Morrison, Arvada resident, addressed council regarding immigration policy.
 - L. Pat Malone, Arvada resident, addressed council regarding immigration policy.
 - M. Hali Fieldman, Arvada resident, addressed council regarding immigration policy.
 - N. Anne Katzburg, Arvada resident, addressed council regarding immigration policy.
 - O. Sebastian Gunther, Arvada resident, addressed council regarding immigration policy.
 - P. Dawn Fritz, Arvada resident, addressed council regarding immigration policy.
 - Q. Joanna Clapper, Arvada resident, addressed council regarding immigration policy.
 - R. Mike Rawluk, Arvada resident, addressed council regarding Automatic License Plate Readers.
 - S. Amy Travin, Arvada resident, addressed council regarding immigration policy.
 - T. David Conger-Eldeen, Arvada resident, addressed council regarding Airbnb in Arvada.

8. New Business

A. Consent Agenda –

- 1. R25-001 A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2025
- 2. R25-002 A Resolution Authorizing an Amendment to an Agreement by and Between the City of Arvada and APC Construction Co. for the 2025 Phase 1 Pavement Resurfacing Program, Project No. 25-ST-01C, in an Amount not to Exceed \$7,388,084.35
- 3. R25-003 A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment
- 4. R25-004 A Resolution accepting an Annexation Petition Concerning a Section of 64th Avenue Right-of-Way Approximately Located at 15812 West 64th Avenue, in the City of Arvada, County of Jefferson, State of Colorado, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for February 10, 2025, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation
- 5. R25-005 A Resolution Approving a Quitclaim Deed by and Between the City of Arvada and Ralston Gardens, LLC, for Real Property Located in Lot 1A of the Ralston Gardens Project at 5772 Garrison St in Arvada, Colorado

Councilmember Fifer moved that R25-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2025; R25-002, A Resolution Authorizing an Amendment to an Agreement by and Between the City of Arvada and APC Construction Co. for the 2025 Phase 1 Pavement Resurfacing Program, Project No. 25-ST-01C, in an Amount not to Exceed \$7,388,084.35; R25-003, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment; R25-004, A Resolution accepting an Annexation Petition Concerning a Section of 64th Avenue Right-of-Way Approximately Located at 15812 West 64th Avenue, in the City of Arvada, County of Jefferson, State of Colorado, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for February 10, 2025, 6:15 P.M. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation; R25-005, A Resolution Approving a Quitclaim Deed by and Between the City of Arvada and Ralston Gardens, LLC, for Real Property Located in Lot 1A of the Ralston Gardens Project at 5772 Garrison St in Arvada, Colorado, be approved..

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Davis, Fifer, Marriott, Rupert

Those Absent: Ambrose

The Motion was Approved

B. Resolutions –

1. R25-006 A Resolution Authorizing a Second Amendment to Intergovernmental Agreement to Establish the Jefferson County Regional Crime Laboratory

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

Mayor Pro Tem Moorman moved that R25-006, A Resolution Authorizing a Second Amendment to Intergovernmental Agreement to Establish the Jefferson County Regional Crime Laboratory, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Davis, Fifer, Marriott, Rupert

Those Absent: Ambrose

The Motion was Approved

2. R25-007 A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs to Provide a \$2,000,000.00 Grant Towards Water Infrastructure for Marshall Pointe Apartments

Carrie Espinosa, Housing Manager, reviewed this resolution with council.

Mayor Pro Tem Moorman moved that R25-007, A Resolution Approving an Intergovernmental Agreement Between the City of Arvada and the Colorado Department of Local Affairs to Provide a \$2,000,000.00 Grant Towards Water Infrastructure for Marshall Pointe Apartments, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Davis, Fifer, Marriott, Rupert

Those Absent: Ambrose

The Motion was Approved

3. R25-008 A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee

Carrie Espinosa, Housing Manager, reviewed this resolution with council.

Councilmember moved that R25-008, A Resolution Revising and Adopting Bylaws for the Arvada Housing Advisory Committee, be approved.

Councilmember Marriott moved to remove the word “Affordable” from the bylaws.

Rachel Morris, City Attorney, recommended that staff bring back a new resolution with the amendments suggested by council.

Councilmember Marriott withdrew his motion to remove the word “Affordable”

The following votes were cast on the Main Motion:

Those voting Yes: Moorman, Rupert

Those voting No: Simpson, Davis, Fifer, Marriott

Those Absent: Ambrose

The Motion Failed.

C. Ordinances (First Reading) –

1. CB25-001 An Ordinance Repealing and Reenacting Article IV, Tax Relief, of Section 98, Taxation, of the Arvada City Code (Public Hearing to be set for January 27, 2025 at 6:15 p.m.)

Councilmember Fifer moved that CB25-001, An Ordinance Repealing and Reenacting Article IV, Tax Relief, of Section 98, Taxation, of the Arvada City Code, be approved on first reading, ordered published in full and a Public Hearing be set for January 27, at 6:15 p.m.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Davis, Fifer, Marriott, Rupert

Those Absent: Ambrose

The Motion was Approved

9. Other –
A. Appointment to Metro Water Recovery Board

Mayor Simpson moved to appoint Don Wick to the Metro Water Recovery Board.

Councilmember Davis moved to Ratify Mayor Simpson's appointment.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Davis, Fifer, Marriott, Rupert

Those Absent: Ambrose

The Motion was Approved

10. Public Hearings –

- A. Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road.
1. Ratification and Approval of CP2024-0003 A Resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard from Undesignated Land Use to City of Arvada Public/Quasi Public, for a 4.02 acre parcel of land approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado.
 2. R25-009 A resolution setting forth certain findings of fact and conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, A Parcel of Land Generally Located on the Southside of State Highway 72 Between Canyon Pines Drive and Plainview Road (Presenter: Rob Smetana)
 3. CB24-018 An Ordinance Annexing Certain Land into the City of Arvada for Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the South side of State Highway 72 between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson and State of Colorado (Ordinance No. 4884) (Presenter: Rob Smetana)
 4. CB24-019 An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County A-1 (Agriculture-One) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road (Ordinance No. 4885) (Presenter: Rob Smetana)

Mayor Simpson opened the public hearing on Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road, R25-009, CB24-018 and CB24-019.

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

Sworn Testimony: Rob Luvanson, representing applicant

Mayor Simpson closed the public hearings.

Councilmember Davis moved that the Ratification and Approval of CP2024-0003 A Resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard from Undesignated Land Use to City of Arvada Public/Quasi Public, for a 4.02 acre parcel of land approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Fifer, Rupert

Those Absent: Marriott

The Motion was Approved

Councilmember Davis moved that R25-009, A resolution setting forth certain findings of fact and conclusions as to the Annexation of Certain Land into the City of Arvada, Colorado, Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, A Parcel of Land Generally Located on the Southside of State Highway 72 Between Canyon Pines Drive and Plainview Road, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Fifer, Rupert

Those Absent: Marriott

The Motion was Approved

Councilmember Davis moved that CB24-018, An Ordinance Annexing Certain Land into the City of Arvada for Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the South side of State Highway 72 between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson and State of Colorado, be approved on final reading, numbered 4884 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Davis, Fifer, Marriott, Rupert

Those Absent: Ambrose

The Motion was Approved

Councilmember Davis moved that CB24-019, An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County A-1 (Agriculture-One) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, Approximately Located on the Southside

of State Highway 72 between Canyon Pines Drive and Plainview Road, be approved on final reading, numbered 4885 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Davis, Fifer, Marriott, Rupert

Those Absent: Ambrose

The Motion was Approved

- B. Major Modification from LDC Section 2-1-3-3(A) for the purposes of modifying lot widths to comply with the standard setbacks at 7399 Carr Street

Mayor Simpson opened the public hearing on Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road, R25-009, CB24-018 and CB24-019.

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

Sworn Testimony: Matt Cavanaugh, representing applicant

Mayor Simpson closed the public hearing.

Councilmember Fifer moved that the Major Modification from LDC Section 2-1-3-3(A) for the purposes of modifying lot widths to comply with the standard setbacks at 7399 Carr Street, be approved. This motion is based on the findings of fact adopted by the Planning Commission.

12. Public Comment - Five Minute Limit – None
13. City Council Reports – None
14. City Manager Reports – None
15. City Attorney Reports – None
16. Adjournment at 9:00 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
6.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: Council Discussion and Action re Potential Sale of 4905 W. 60th Avenue

Report in Brief

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

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

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

OR

R21-____, A Resolution _____.

Prepared by:
Kristen Rush, City Clerk

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: Consent Agenda

Report in Brief

1. R25-010, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Municipal Court Relief Judge for 2025
2. R25-011, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle Appointing Him as a Municipal Court Relief Judge for 2025
3. R25-012, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge for 2025
4. R25-013, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Weaver Appointing Her as a Municipal Court Relief Judge for 2025
5. R25-014, A Resolution Authorizing the First Amendment to a Lease Agreement by and between the City of Arvada and Cellco Partnership D/B/A Verizon Wireless

Suggested Motion: Moved by: _____ I move that the Consent Item(s),
Number(s) _____
be
(Removed from the Consent Agenda and Heard Upon Item _____) (Referred to a Workshop) (Postponed
Indefinitely).

YES _____ NO _____ ABSENT _____

That All/Remaining Consent Items be (Approved) (Rejected).

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: R25-010, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Municipal Court Relief Judge for 2025

Report in Brief

PRESENTER: Presiding Municipal Court Judge Kathryn Kurtz

Arvada City Code Section (ACC) 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Michael S. Matassa under the terms of the attached employment agreement for 2025.

The Arvada team recommends that the City Council approve R25-010, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Municipal Court Relief Judge for 2025.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded by existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as necessary. Each relief judge serves under the terms of an employment agreement in accordance with ACC 58-79.

Discussion

Relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

The City Council's appointment of relief judges aligns with the Safe Community Priority Area of the City Council Strategic Plan goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R25-010, a Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Municipal Court Relief Judge for 2025.

Suggested Motion:

I move that R25-010, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa Appointing Him as a Municipal Court Relief Judge for 2025, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution 12/19/2024

Rachel Morris, City Attorney 12/30/2024

Linda Haley, Acting City Manager 1/13/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-010

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND MICHAEL S. MATASSA APPOINTING HIM AS A
RELIEF MUNICIPAL COURT JUDGE FOR 2025

WHEREAS, under Section 58-74 of the Arvada City Code, City Council may appoint relief municipal court judges to substitute for the presiding judge of the Arvada municipal court; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, Michael S. Matassa wishes to serve as, and the City wishes to appoint him as, a Relief Municipal Court Judge, for 2025.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, An Employment Agreement Between the City of Arvada and Michael S. Matassa appointing him as a Municipal Court Relief Judge for 2025, such employment agreement to be in substantially the same form as that attached hereto.

Section 2. This resolution shall in no way restrict the authority of the City Council to terminate this employment agreement or prohibit Michael S. Matassa from voluntarily resigning at any time.

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

APPROVED AND ADOPTED this 27th day of January, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

**AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND
MICHAEL S. MATASSA APPOINTING HIM AS A
MUNICIPAL COURT RELIEF JUDGE FOR 2025**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, between the City of Arvada, Colorado, a municipal corporation (“City”), and Michael S. Matassa (“Contract Employee”), each of whom may be referred to herein as a “Party”, and collectively as the “Parties”. The Parties understand and agree as follows:

WHEREAS, the Arvada City Council (“City Council”) has appointed Kathryn Kurtz as the presiding municipal judge for the City of Arvada as provided in Section 8.2 of the Arvada Home Rule Charter and Arvada City Code (A.C.C.) § 58-72; and

WHEREAS, pursuant to A.C.C. § 58-74, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, the City Council wishes to appoint Michael S. Matassa as a municipal court relief judge, and Michael S. Matassa wishes to serve in that capacity, for 2025.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1.0 DUTIES. The City Council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The City Council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.*, as amended; and in A.C.C. Chapter 58, as amended, and to perform such other legal and proper duties and functions as the City Council shall from time to time assign, under the day-to-day supervision of the presiding judge. Such duties and functions include, but are not limited to, substituting for the presiding judge as required, attending regular *en banc* meetings, and participating in municipal court staff meetings when possible.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to commence on January 1, 2025, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2025, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. City agrees to pay Contract Employee for services rendered as a relief municipal court judge at a rate of \$100.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall be paid a minimum of two hours

for presiding over any video advisement session, regardless of such session's actual duration. Contract Employee shall not receive any benefits in addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. The City Council may impose discipline on Contract Employee for conduct City Council deems in violation of the Code of Judicial Conduct, or otherwise as City Council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. The Parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. The Parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. In accordance with A.C.C. § 58-79, the City Council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

- 7.1** The Parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.
- 7.2** Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.
- 7.3** This Agreement contains the complete understanding of the Parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of City Council.
- 7.4** This Agreement, upon execution, shall be binding upon the Parties, their heirs, successors, and assigns, as the case may be.
- 7.5** If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7.6 Nothing herein shall be deemed a promise of continued appointment, or to have created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

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

CONTRACT EMPLOYEE

Michael S. Matassa
mmatassa@aol.com



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: R25-011, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle Appointing Him as a Municipal Court Relief Judge for 2025

Report in Brief

PRESENTER: Presiding Municipal Court Judge Kathryn Kurtz

Arvada City Code Section (ACC) 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Charles W. Tingle under the terms of the attached employment agreement for 2025.

The Arvada team recommends that the City Council approve R25-011, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle Appointing Him as a Municipal Court Relief Judge for 2025.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded by existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as necessary. Each relief judge serves under the terms of an employment agreement in accordance with ACC 58-79.

Discussion

Relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

The City Council's appointment of relief judges aligns with the Safe Community Priority Area of the City Council Strategic Plan goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

NA

SUBJECT: R25-011, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle Appointing Him as a Municipal Court Relief Judge for 2025

PAGE: 2
ITEM: 8.A.2.

Recommendation for Action

The Arvada team recommends that the City Council approve R25-011, a Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle Appointing Him as a Municipal Court Relief Judge for 2025.

Suggested Motion:

I move that R25-011, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle Appointing Him as a Municipal Court Relief Judge for 2025, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	12/19/2024
Rachel Morris, City Attorney	12/30/2024
Linda Haley, Acting City Manager	1/13/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-011

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND CHARLES W. TINGLE
APPOINTING HIM AS A MUNICIPAL COURT RELIEF JUDGE FOR 2025

WHEREAS, under Section 58-74 of the Arvada City Code, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, the City Council wishes to appoint Charles W. Tingle as a relief judge for the municipal court, and Charles Tingle has agreed to serve as a relief judge.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Employment Agreement between the City of Arvada and Charles W. Tingle appointing him as a Municipal Court Relief Judge for 2025. The Agreement is in substantially the same form as that attached hereto.

Section 2. This resolution shall in no way restrict the authority of the City Council to terminate this employment agreement or prohibit Charles W. Tingle from voluntarily resigning at any time.

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

APPROVED AND ADOPTED this 27th day of January, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND
CHARLES W. TINGLE APPOINTING HIM AS A
MUNICIPAL COURT RELIEF JUDGE FOR 2025**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, between the City of Arvada, Colorado, a municipal corporation ("City"), and Charles W. Tingle, Colorado Attorney Registration #14329 ("Contract Employee"), both of whom understand as follows:

WHEREAS, The City has appointed Kathryn Kurtz as presiding municipal judge of the City of Arvada, as provided in Section 8.2 of the Arvada Home Rule Charter and Section 58-72 of the Arvada City Code for the City of Arvada; and

WHEREAS, under Section 58-74 of the Arvada City Code, the city council may appoint relief judges to substitute for the presiding judge from time to time; and

WHEREAS, the city council wishes to appoint Charles W. Tingle as a municipal court relief judge, and Charles W. Tingle wishes to serve in that capacity, for 2025.

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

1.0 DUTIES. The city council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The city council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.*, as amended; and in Chapter 58 of the Arvada City Code, as amended, and to perform such other legal and proper duties and functions as the city council shall from time to time assign.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to commence on January 1, 2025, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2025, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. The City agrees to pay Contract Employee for services rendered as a municipal court relief judge at a rate of \$100.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall be paid a minimum of two hours for presiding over any video advisement session, regardless of such session's actual duration. Contract Employee shall not receive any benefits in addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. City council may impose discipline on Contract Employee for conduct city council deems in violation of the Code of Judicial Conduct, or otherwise as city council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. Both parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. Both parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. The city council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

- 7.0** The parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.
- 7.1** Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.
- 7.2** This Agreement contains the complete understanding of the parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of city council.
- 7.3** This Agreement, upon execution, shall be binding upon the parties, their heirs, successors, and assigns, as the case may be.
- 7.4** If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7.5** Nothing herein shall be deemed a promise of continued appointment, or to have created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

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: _____

CONTRACT EMPLOYEE

Charles W. Tingle,
Colorado Attorney Reg. #14329
cwtingle@comcast.net



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: R25-012, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge for 2025

Report in Brief

PRESENTER: Presiding Municipal Court Judge Kathryn Kurtz

Arvada City Code Section (ACC) 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Barbara S. Henk under the terms of the attached employment agreement for 2025.

The Arvada team recommends that the City Council approve R25-012, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge for 2025.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded by existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as necessary. Each relief judge serves under the terms of an employment agreement in accordance with ACC 58-79.

Discussion

Relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

The City Council's appointment of relief judges aligns with the Safe Community Priority Area of the City Council Strategic Plan goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R25-012, a Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge for 2025.

Suggested Motion:

I move that R25-012, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge for 2025, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	12/19/2024
Rachel Morris, City Attorney	12/30/2024
Linda Haley, Acting City Manager	1/13/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-012

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND BARBARA S. HENK
APPOINTING HER AS A MUNICIPAL COURT RELIEF JUDGE FOR 2025

WHEREAS, under Section 58-74 of the Arvada City Code, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, the City Council wishes to appoint Barbara S. Henk as a relief judge for the municipal court, and Barbara S. Henk has agreed to serve as a relief judge, for 2025.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Employment Agreement between the City of Arvada and Barbara S. Henk appointing her as a Municipal Court Relief Judge for 2025. The Agreement is in substantially the same form as that attached hereto.

Section 2. This resolution shall in no way restrict the authority of the City Council to terminate this employment agreement or prohibit Barbara S. Henk from voluntarily resigning at any time.

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

APPROVED AND ADOPTED this 27th day of January, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND
BARBARA S. HENK APPOINTING HER AS A
MUNICIPAL COURT RELIEF JUDGE FOR 2025**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, between the City of Arvada, Colorado, a municipal corporation ("City"), and Barbara S. Henk, Colorado Attorney Registration #17834 ("Contract Employee"), both of whom understand as follows:

WHEREAS, The City has appointed Kathryn Kurtz as presiding municipal judge of the City of Arvada, as provided in Section 8.2 of the Arvada Home Rule Charter and Section 58-72 of the Arvada City Code for the City of Arvada; and

WHEREAS, under Section 58-74 of the Arvada City Code, the city council may appoint relief judges to substitute for the presiding judge from time to time; and

WHEREAS, the city council wishes to appoint Barbara S. Henk as a municipal court relief judge, and Barbara S. Henk wishes to serve in that capacity, for 2025.

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

1.0 DUTIES. The city council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The city council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.*, as amended; and in Chapter 58 of the Arvada City Code, as amended, and to perform such other legal and proper duties and functions as the city council shall from time to time assign.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to commence on January 1, 2025, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2025, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. The City agrees to pay Contract Employee for services rendered as a municipal court relief judge at a rate of \$100.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall be paid a minimum of two hours for presiding over any video advisement session, regardless of such session's actual duration. Contract Employee shall not receive any benefits in addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. City council may impose discipline on Contract Employee for conduct city council deems in violation of the Code of Judicial Conduct, or otherwise as city council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. Both parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. Both parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. The city council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

- 7.0** The parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.
- 7.1** Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.
- 7.2** This Agreement contains the complete understanding of the parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of city council.
- 7.3** This Agreement, upon execution, shall be binding upon the parties, their heirs, successors, and assigns, as the case may be.
- 7.4** If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7.5** Nothing herein shall be deemed a promise of continued appointment, or to have created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

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: _____

CONTRACT EMPLOYEE

Barbara S. Henk,
Colorado Attorney Reg. #17834
barbarahenk@comcast.net



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: R25-013, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Weaver Appointing Her as a Municipal Court Relief Judge for 2025

Report in Brief

PRESENTER: Presiding Municipal Court Judge Kathryn Kurtz

Arvada City Code Section (ACC) 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Michelle Weaver under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R25-013, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Weaver Appointing Her as a Municipal Court Relief Judge for 2025.

Financial Impact

This resolution has no new fiscal impact. Relief judges are funded by existing municipal court accounts.

Background

Relief judges substitute for the presiding judge as necessary. Each relief judge serves under the terms of an employment agreement in accordance with ACC 58-79.

Discussion

Relief judges allow the presiding judge to attend to other duties as required, while maintaining an appropriate flow of cases through the municipal court docket.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

The City Council's appointment of relief judges aligns with the Safe Community Priority Area of the City Council Strategic Plan goals by ensuring an efficient flow of cases through the municipal court system.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R25-013, a Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Weaver Appointing Her as a Municipal Court Relief Judge for 2025.

Suggested Motion:

I move that R25-013, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Weaver Appointing Her as a Municipal Court Relief Judge for 2025, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	12/19/2024
Rachel Morris, City Attorney	12/30/2024
Linda Haley, Acting City Manager	1/13/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-013

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND MICHELLE WEAVER
APPOINTING HER AS A MUNICIPAL COURT RELIEF JUDGE FOR 2025

WHEREAS, under Section 58-74 of the Arvada City Code, the City Council may appoint relief judges to substitute for the presiding judge; and

WHEREAS, under Section 58-79 of the Arvada City Code, each such Relief Municipal Court Judge shall be appointed by City Council pursuant to an annual employment agreement; and

WHEREAS, the City Council wishes to appoint Michelle Weaver as a relief judge for the municipal court, and Michelle Weaver has agreed to serve as a relief judge.

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

Section 1. The Mayor or the Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Employment Agreement between the City of Arvada and Michelle Weaver appointing her as a Municipal Court Relief Judge for 2025. The Agreement is in substantially the same form as that attached hereto.

Section 2. This resolution shall in no way restrict the authority of the City Council to terminate this employment agreement or prohibit Michelle Weaver from voluntarily resigning at any time.

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

APPROVED AND ADOPTED this 27th day of January, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND
MICHELLE WEAVER APPOINTING HER AS A
MUNICIPAL COURT RELIEF JUDGE FOR 2025**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, between the City of Arvada, Colorado, a municipal corporation ("City"), and Michelle Weaver, Colorado Attorney Registration #25184 ("Contract Employee"), both of whom understand as follows:

WHEREAS, The City has appointed Kathryn Kurtz as presiding municipal judge of the City of Arvada, as provided in Section 8.2 of the Arvada Home Rule Charter and Section 58-72 of the Arvada City Code for the City of Arvada; and

WHEREAS, under Section 58-74 of the Arvada City Code, the city council may appoint relief judges to substitute for the presiding judge from time to time; and

WHEREAS, the city council wishes to appoint Michelle Weaver as a municipal court relief judge, and Michelle Weaver wishes to serve in that capacity.

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

1.0 DUTIES. The city council appoints and Contract Employee accepts appointment as a municipal court relief judge for the City of Arvada. The city council authorizes the Contract Employee to perform and the Contract Employee agrees to perform the functions and duties specified in Section 8.2 of the Home Rule Charter of the City of Arvada; C.R.S. § 13-10-101, *et seq.*, as amended; and in Chapter 58 of the Arvada City Code, as amended, and to perform such other legal and proper duties and functions as the city council shall from time to time assign.

2.0 TERM.

2.1 The term of this Agreement shall be deemed to commence on January 1, 2025, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2025, or when Contract Employee is terminated or resigns, whichever occurs first.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Contract Employee at any time.

3.0 COMPENSATION. The City agrees to pay Contract Employee for services rendered as a municipal court relief judge at a rate of \$100.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall be paid a minimum of two hours for presiding over any video advisement session, regardless of such session's actual duration. Contract Employee shall not receive any benefits in addition to this monetary sum.

4.0 COLORADO CODE OF JUDICIAL CONDUCT. Contract Employee shall comply with the Colorado Code of Judicial Conduct. In addition, and in order to maintain the integrity and independence of the judiciary in Arvada, Contract Employee shall refrain from engaging in any political activity except on behalf of measures to improve the law, the legal system, the administration of justice, registering to vote, or voting. All other local or municipal political activity is expressly prohibited. City council may impose discipline on Contract Employee for conduct city council deems in violation of the Code of Judicial Conduct, or otherwise as city council sees fit.

5.0 HOURS OF WORK. The hours of work are generally between 8:00 a.m. through 5:00 p.m. Monday through Friday (lunch hours excepted) on an as-needed basis, and as agreed upon by the Contract Employee and the municipal court administrator or designee thereof. Both parties acknowledge that on days with a light docket, Contract Employee may not be required to work a full day. Both parties acknowledge that occasional after hours work may be required.

6.0 EVALUATION OF JOB PERFORMANCE. The city council may evaluate Contract Employee at any time.

7.0 GENERAL PROVISIONS.

- 7.0** The parties agree, except as specifically provided herein, that Contract Employee is not an employee of the City of Arvada, and nothing herein shall be deemed to have vested such status upon Contract Employee.
- 7.1** Contract Employee is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contract Employee.
- 7.2** This Agreement contains the complete understanding of the parties hereto and may not be amended, supplemented, or varied except by instrument in writing, and may not be assigned or transferred without the written consent of city council.
- 7.3** This Agreement, upon execution, shall be binding upon the parties, their heirs, successors, and assigns, as the case may be.
- 7.4** If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 7.5** Nothing herein shall be deemed a promise of continued appointment, or to have created a right in or to such future appointment.

IN WITNESS WHEREOF, the City of Arvada, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Contract Employee has signed and executed this Agreement as of the date set forth above.

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: _____

CONTRACT EMPLOYEE

Michelle Weaver,
Colorado Attorney Reg. #25184
mlweaverii@yahoo.com



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: R25-014, A Resolution Authorizing the First Amendment to a Lease Agreement by and between the City of Arvada and Cellco Partnership D/B/A Verizon Wireless

Report in Brief

PRESENTER: Rob Smetana, Planning Manager

The current lease agreement between the City of Arvada and Verizon Wireless for an existing wireless communication site at 5129 Yarrow Street is about to expire. A new lease agreement is currently being evaluated; however, it is not yet complete. In the interim, the First Amendment to the Lease Agreement has been agreed upon as a temporary stop-gap measure until a new lease can be finalized.

The Arvada team recommends that the City Council approve R25-014, A Resolution Authorizing a First Amendment to the Lease Agreement Between the City of Arvada and Cellco Partnership d/b/a Verizon Wireless.

Financial Impact

When the revised lease terms are finalized, they will be included in a new lease that will then be presented to City Council for approval. Included in that lease will be new lease terms for the rent payments to be made by Verizon Wireless to the City of Arvada. Until then, the rental payments shall continue at the existing rate on a short term basis as outlined in the First Amendment to Lease Agreement. Once a new lease is approved, the revised rent payments shall commence upon execution of the new lease. Revenue generated by these leases will continue to go into the General Fund.

Background

On January 4, 2010 a lease agreement was approved for Verizon Wireless to utilize a portion of the City property along the Arvada Channel trail corridor just west of Costco. This facility consists of an equipment building that is disguised to look like a trolley depot and antennas that are mounted on the adjacent Xcel transmission tower. The existing lease was for a 25 year period and is set to terminate on February 1, 2025. Verizon Wireless has stated that they desire to remain at this location and as a result, a new lease agreement would need to be completed. Our Arvada team is working with Verizon Wireless to re-evaluate this site and the new agreement.

Discussion

In anticipation of the lease termination on February 1, 2025, the City of Arvada and Verizon Wireless have entered into discussions of the renewal terms for a new lease agreement; however, the new lease is not yet ready for approval. To allow adequate time to complete an evaluation of this site and finalize the new lease, it has been agreed that the current lease should be extended for a six-month period at the current terms with the option to extend another six months if necessary. During this extension, the First Amendment to the Lease Agreement shall also terminate upon the effective date of a new long-term lease agreement for this site.

Public Contact

Posting of the City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

The Strategic Plan supports community safety as a City Council Priority Area. Providing good wireless communication networks will help to ensure quality communication services thereby increasing community safety. In addition, the Strategic Plan identifies building and maintaining infrastructure networks as an important element in Arvada's future economic growth. While not specifically identified in the strategic plan, the wireless communications networks provide an added layer of infrastructure improvements that will provide increased opportunities for business and residents throughout the City.

Alternative Courses of Action

Based on Federal Communication Commission (FCC) rulings, municipalities have a limited ability to control wireless communications network deployments and are required to accommodate these network installations.

Recommendation for Action

The Arvada Team recommends that R25-014, A Resolution Authorizing the First Amendment to a Lease Agreement by and between the City of Arvada and Cellco Partnership D/B/A Verizon Wireless is approved by City Council.

Suggested Motion:

I move that R25-014, A Resolution Authorizing the First Amendment to a Lease Agreement by and between the City of Arvada and Cellco Partnership D/B/A Verizon Wireless, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Linda Hoover, Senior Planner	1/3/2025
Rob Smetana, Planning Manager	1/3/2025
Jessica Garner, Director of Community and Economic Development	1/6/2025
Gail Walker, Legal Specialist-Contracts	1/15/2025
Emily Grogg, Senior Assistant City Attorney	1/15/2025
Rachel Morris, City Attorney	1/15/2025
Linda Haley, Acting City Manager	1/15/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-014

FIRST AMENDMENT TO A LEASE AGREEMENT BY AND
BETWEEN THE CITY OF ARVADA AND CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Cellco Partnership d/b/a Verizon Wireless.

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

APPROVED AND ADOPTED this 27th day of January 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**FIRST AMENDMENT TO A LEASE AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into as of the _____ day of _____, 2025, between **THE CITY OF ARVADA**, a Colorado home rule municipal corporation ("Landlord"), and **CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**, a Delaware general partnership, with a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. Landlord and Tenant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

Landlord and Tenant are parties to that certain Lease Agreement dated January 4, 2010 (the "Agreement"), whereby Landlord leases a portion of the real property ("Premises") located at 5129 Yarrow Street, City of Arvada, County of Jefferson, State of Colorado 80001 (the "Property") to Tenant as more specifically described in the Agreement.

The Agreement is set to terminate on February 1, 2025, and Landlord and Tenant now desire to amend the Agreement to extend the term of the Agreement in order to provide sufficient time to negotiate a new lease agreement for the Premises and update Tenant's notice address information, as set forth below.

FIRST AMENDMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Effective February 1, 2025, the Agreement shall automatically be extended for one additional six-month term with an option to extend the term for a second period of six months (the "Extension Term") upon the mutual written agreement of the Parties on or before August 1, 2025.
2. During the Extension Term, should the Parties agree to and approve a new long-term lease agreement for the Premises, this Agreement shall terminate upon the effective date of the new lease.
3. The Tenant's contact information in Paragraph 22 of the Agreement is hereby deleted and replaced with the following:

Tenant:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn. Network Real Estate

With a copy to:

Basking Ridge Mail Hub
Attention: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 079204

4. Except as specifically modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect. To the best of each Party's knowledge without any independent investigation, as of the date of this First Amendment, neither Party is in default of the Agreement. In the event of a conflict between any term or provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment. All capitalized terms used but not defined in this First Amendment have the meanings set forth in the Agreement.

[SIGNATURE PAGE FOLLOWS]

This First Amendment has been executed by each Party's duly authorized representative effective as of the date first above written.

LANDLORD:

CITY OF ARVADA, a Colorado home rule municipal corporation

By: _____
Lauren Simpson, Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

TENANT:

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

By: _____

Name: _____

Title: _____

Date: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: R25-015, A Resolution Authorizing a Mutual Aid Agreement between the City of Arvada by and on behalf of the Arvada Police Department and the Colorado Rangers Law Enforcement Shared Reserve (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

Report in Brief

PRESENTER: Sr. Asst. City Attorney Aaron Jacks

Occasionally the Arvada Police Department (APD) requires supplemental resources for special events or circumstances that exceed available police staffing. The Colorado Rangers Law Enforcement Shared Reserve ("Colorado Rangers" or "Rangers") is an agency of the State of Colorado which provides POST-certified peace officers to Colorado law enforcement agencies under the terms of a Mutual Aid Agreement (MAA) which follows the provisions of the Colorado Revised Statutes pertaining to mutual aid between law enforcement agencies. This resolution authorizes an MAA between the City and the Colorado Rangers to provide supplemental police personnel to the APD upon request of the Chief of Police.

The Arvada team recommends that the City Council approve R25-015, A Resolution Authorizing a Mutual Aid Agreement between the City of Arvada by and on behalf of the Arvada Police Department and the Colorado Rangers Law Enforcement Shared Reserve.

Financial Impact

This MAA creates no new fiscal impact. The annual fee for up to 180 Ranger man-hours per year will be paid from existing APD budgets.

Background

The APD occasionally responds to pre-planned special events or other situations that may exceed available police resources. The Colorado Rangers provide POST-certified peace officers to assist in these situations. Rangers will work with APD officers as requested by Chief Brady, and Rangers will only be assigned to work under the direct supervision of APD supervisors. The APD will utilize Rangers to work in conjunction with APD officers to supplement staffing during events such as the 4th of July celebration or other special circumstances requiring additional police resources as determined by the Chief. Rangers will not be assigned to respond to regular calls for APD service, and will not be assigned without an APD partner.

The Rangers will make officers available to the APD in exchange for an annual fee. In exchange, the APD may request Rangers to assist for up to eighteen 8-hour shifts per year. The APD may request additional shifts at a per officer, per shift rate.

Discussion

The Rangers partner with law enforcement agencies across Colorado on a mutual aid basis as provided by statute. The Colorado Rangers is a political subdivision of the State of Colorado. Thus, this MAA, as an intergovernmental agreement, is subject to City Council authorization by resolution.

Of note, the MAA will be signed by both Mayor Simpson and Chief Brady, as CRS 16-2.5-110(1)(b) provides that reserve peace officers such as the Rangers serving in a mutual aid capacity derive their authority from the authorization of the local chief of police.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

na

Strategic Alignment

This MAA aligns with the City's safe community strategies by providing supplemental POST-certified peace officers upon the APD's request as may be needed.

Alternative Courses of Action

na

Recommendation for Action

na

Suggested Motion:

I move that R25-015, A Resolution Authorizing a Mutual Aid Agreement between the City of Arvada by and on behalf of the Arvada Police Department and the Colorado Rangers Law Enforcement Shared Reserve, be (approved) (rejected).

Prepared by:

Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney 12/16/2024

Edward Brady, Police Chief 12/16/2024

Rachel Morris, City Attorney 12/30/2024

Linda Haley, Acting City Manager 1/13/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-015

A RESOLUTION AUTHORIZING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF ARVADA BY AND ON BEHALF OF THE ARVADA POLICE DEPARTMENT AND THE COLORADO RANGERS LAW ENFORCEMENT SHARED RESERVE

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 Mutual Aid Agreement between the City of Arvada by and on behalf of the Arvada Police Department and the Colorado Rangers Law Enforcement Shared Reserve, 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 27th day of January, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By: _____

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the “Agreement”) is entered into as of the ____ day of _____, 2025 (the “Effective Date”), by and between **City of Arvada by and on behalf of the Arvada Police Department** (the “Requestor”) and the Colorado Rangers Law Enforcement Shared Reserve, an intergovernmental authority and political subdivision of the state of Colorado (the “Colorado Rangers”) (each individually a “Party” and together the “Parties”).

WHEREAS, the Colorado Rangers is a law enforcement agency with sworn personnel duly authorized to act as peace officers certified by the Colorado Peace Officers Standards and Training (“POST”) board pursuant to C.R.S. 16-2.5-102;

WHEREAS, it is in the best interest of the Requestor that it may have service of and from the Colorado Rangers to assist it in augmentation of its law enforcement services; engage in joint training; provide assistance during disasters and emergencies; and any other purpose as requested;

WHEREAS, the Parties wish to define and clarify the roles and responsibilities of the Colorado Rangers when providing such aid as defined in this Agreement;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to C.R.S. 24-33.5-822 and C.R.S. 29-5-104; and

WHEREAS, establishment of an Agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of the Requestor.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between each of the signatory parties as follows:

1. Status & Purpose of the Colorado Rangers. The Colorado Rangers is a political subdivision and a public corporation of the State of Colorado established pursuant to C.R.S. 29-1-203 and for purposes of this Agreement is deemed a volunteer organization as defined by C.R.S. 24-33.5-802(11). The Colorado Rangers provide assistance to law enforcement agencies throughout the state of Colorado pursuant to C.R.S. 24-33.5-822 and C.R.S. 29-5-104 acting in an augmentation capacity by providing volunteer, unpaid, uniformed, POST certified sworn personnel and associated resources necessary for any lawful purpose as required by the Requestor and as agreed to by the Colorado Rangers as well as assistance in regional emergencies and disasters.

2. Types of Aid. For purposes of this Agreement, the law enforcement aid provided by the Colorado Rangers is categorized as follows:

- a. Emergency Aid. Aid requested by the Requestor pursuant to C.R.S. 29-5-104 and C.R.S. 24-33.5-822 in response to an emergency situation within its jurisdiction (“Emergency Aid”). For purposes of this Agreement, the Parties agree Emergency Aid means the provision of assistance in response to large-scale or unusual threats or disasters that pose an immediate and credible risk of injury, death, or significant loss of property.

- b. Non-Emergency Aid. The Requestor may request assistance from the Colorado Rangers in response to needs for back-up or support officers that exceeds the Requestor's capacity or to provide any other law enforcement function that does not fall within the scope of Emergency Aid ("Non-Emergency Aid").

3. Officer Response. Colorado Rangers personnel responding to an approved request for aid shall report to the designated law enforcement supervisor of the Requestor. The Requestor agrees that it shall make a law enforcement supervisor available to assume direct supervision or express direction over Colorado Rangers personnel provided pursuant to this Agreement. For purposes of this Agreement, direct supervision and express direction mean:

- a. "Direct supervision" means an assignment given by a fully POST certified peace officer, which assignment is carried out in the personal presence of, or in direct radio or telephone contact with, and under the immediate control of, the fully POST certified peace officer.
- b. "Express direction" means a defined, task-specific assignment given by a fully POST certified peace officer. The fully POST certified peace officer need not be present while the Colorado Ranger personnel carries out the assignment.

4. Supervision. Upon responding to the Requestor as required by Section 3 of this Agreement, Colorado Rangers personnel are deemed to be under the direct supervision or express direction of the Requestor. The Requestor agrees that it shall assume control over and responsibility for Colorado Rangers personnel, except as provided elsewhere in this Agreement, when it requests and receives either Emergency Aid or Non-Emergency Aid.

5. Requests and Approvals: The Colorado Rangers may provide the Requestor with POST certified sworn peace officers and/or associated resources necessary to fulfill any approved request for aid under Section 5. The Requestor understands and agrees that there is no obligation whatsoever by the Colorado Rangers to provide any resources to Requestor under this Agreement.

- a. Emergency Aid. A request for Emergency Aid shall be made by the Chief/Sheriff or his/her designee of the Requestor to the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers. If the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers approves the request, which shall be in his or her sole discretion, he or she shall provide resources to the Requestor to the extent he or she deems such resources are appropriate and available. If the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers is not immediately available to consider the Emergency Aid request, such request can be made to the Troop Commander of the Troop in whose area of responsibility the Requestor is geographically located. The Troop Commander receiving the request shall assess the request and, if approved and appropriate, provide available resources. The Troop Commander shall contact the Chief, Deputy Chief or Operations Division Chief of the Colorado Rangers as soon as possible to seek final approval of the Emergency Aid. If final approval is not granted, any resources dispatched shall be immediately recalled. The current names, rank, phone number, email, and other contact information of each Troop Commander is set forth on Exhibit A, attached hereto which shall be updated periodically.

- b. Non-Emergency Aid. The Requestor shall provide the Troop Commander of the Troop of whose area of responsibility is geographically located, a reasonable amount of time to acquire any approvals, schedule and secure resources necessary to provide the Non-Emergency Aid to the extent approved and available by the Colorado Rangers. The Requestor acknowledges and agrees the provision of Non-Emergency Aid resources is at the sole discretion and availability of the Colorado Rangers.
- c. Talk Group Authorization. The Requestor agrees to provide or cause to be provided the necessary authorizations for the Colorado Rangers to utilize the talk groups within its jurisdiction.

6. Law Enforcement Authority of Colorado Rangers Personnel. The Requestor agrees that while on-duty in its jurisdiction that each POST certified Colorado Ranger shall have the authority granted by C.R.S. 16-2.5-101(1) and C.R.S. 16-2.5-110(1)(b). At the sole discretion of the Requestor, any Colorado Ranger who is a fully POST certified peace officer may be granted full peace officer status while on-duty in the Requestor's jurisdiction.

7. Costs; Reimbursements.

- a. The Requestor agrees to reasonably pursue third-party reimbursement for costs and expenses associated with each Emergency Aid incident occurring within its jurisdiction for which such reimbursement may be available. The Requestor agrees that upon receipt of the funds to share those funds with the Colorado Rangers in a fair and equitable manner based on the Colorado Rangers' documented time & expenses associated with the incident.
- b. For Non-Emergency Aid, The Requestor agrees to pay an annual fee, as determined by the Colorado Rangers, for access to Colorado Ranger resources. Payment of the annual fee does not guarantee that resources shall be provided to Requestor, but just that Requestor shall have access to said resources if approved and available. The Colorado Rangers shall publish the fee schedule on an annual basis (Exhibit B). Fees in excess of the annual fee may be charged to Requestor for time & expenses in excess of reasonable shifts or hours.

8. Reports and Record Keeping. If requested by the Requestor, Colorado Rangers personnel providing aid pursuant to this Agreement shall generate a supplemental report or other document in association with his or her activity and provide a copy to the Requestor, consistent with the policies and procedures of the Colorado Rangers. It shall remain the responsibility of the Colorado Rangers to act as the custodian of records for any report or document generated pursuant to this Agreement.

9. Liability.

- a. Personnel of the Colorado Rangers shall not be considered employees of the Requestor and shall not have any claim or right to compensation or pension or other benefit of employment with respect to the Requestor. The Parties agree that the Requestor shall not assume any liability for the direct payment of salary, wage, or other form of compensation to Colorado Rangers personnel.

- b. The Requestor shall be responsible for liability arising from the negligent or otherwise tortious acts of Colorado Rangers personnel providing such aid unless such liability arises from an act or omission of Colorado Rangers personnel that is: (a) contrary to or outside the scope of the direction provided by the Requestor; or (b) a willful and wanton or intentional tort. The Requestor shall not be responsible for liability arising out of any of the events described in subsections (a) and (b) of this paragraph. The Parties agree that this provision is expressly intended to contractually reallocate the liability for damages provided under C.R.S. 29-5-108.

10. Insurance. During the term of this Agreement, the Colorado Rangers shall maintain the following types of insurance coverage in the amounts indicated below:

- a. Comprehensive and liability coverage in such amounts equal to or in excess of the then current limitations of on judgments established by the Colorado Governmental Immunity Act.
- b. Professional liability coverage in such amounts equal to or in excess of the then current limitations of on judgments established by the Colorado Governmental Immunity Act.
- c. Worker's compensation insurance and disability insurance of the type and in the amounts that are required by law.

11. No-Recruiting. Because of the high cost of Academy and other training for its Reserve Police Officers, Requestor agrees that it will not hire in any capacity, either as a volunteer, Reserve, or paid position, any current or former Colorado Ranger within five (5) years of the Ranger leaving service with the Colorado Rangers. If Requestor breaches this provision, Requestor shall immediately pay to the Colorado Rangers three (3) times the sum of the "Academy Expenses", plus interest, as defined and delineated in the Colorado Ranger Reserve Academy Tuition Assistance Reimbursement Agreement ("TARA") for the Ranger(s) hired by the Requestor, regardless of whether said Ranger(s) has fulfilled his/her obligations under said Agreement. To the extent a Colorado Ranger is hired by Requestor who did not receive his/her training pursuant to the TARA, Requestor shall pay three (3) times the current TARA Academy Expenses rate in effect at the time of the hiring.

12. Termination. This Agreement may be terminated by either Party, without cause, upon thirty (30) days prior written notice to the other. This Agreement may be terminated immediately for cause; "for cause" being defined as:

- a. Failure by Requestor to secure approval for the use of Colorado Rangers or to have signed any proper documentation;
- b. A dispute arising between the parties that is not readily resolved;
- c. Failure to timely reimburse and pay for the services of the Colorado Rangers on an annual basis pursuant to Section 7(b);
- d. Any action taken by the Colorado Rangers outside the prescribed scope of this request;
- e. An improper conduct taken by either party that places the other part at risk of imminent or immediate danger;

- f. Engaging in any conduct that demonstrates a willful disregard for the other party under the laws of Colorado.

13. Amendments. This Agreement may be amended only in writing duly executed by each and all of the Parties to this Agreement.

14. Successors and Assigns. The terms, conditions, and provisions contained in this Agreement and all amendments hereto shall inure to the benefit of and be binding upon the successors in interest and assignees of the Parties to this Agreement.

15. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms of this Agreement, and all the rights of action relating to this Agreement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity not a party to this Agreement. It is the express intent of the Parties that any person or entity other than the named Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16. Assignments. The rights, obligations, duties, or authority derived through this Agreement and all amendments hereto may not be assigned in whole or in part by one of the Parties hereto without the prior written consent of each and all of the Parties to this Agreement.

17. Integration. This Agreement represents the entire, integrated Agreement among the Parties who sign this Agreement with respect to the matters set forth herein and supersedes all prior representations or Agreements respecting those matters, either written or oral.

18. Other Agreements. Nothing in this Agreement shall prevent a party to this Agreement from entering into a mutual aid Agreement that contemplates provision of more specific assistance (for example, specialized personnel and/or equipment) with parties to this Agreement, or any other party. In the event of a conflict between the terms of this Agreement and a more specific mutual aid Agreement, the terms of the more specific Agreement shall control.

19. Severability. The invalidation of any provision of this Agreement shall not affect the validity of the remainder of this Agreement.

20. Governmental Immunity. The Parties and their officers, employees, agents, directors, and attorneys are relying on and do not waive by any provision of this Agreement the monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*

21. Execution. This Agreement and any amendments hereto may be executed in several counterparts, binding upon all signing parties, even though not all parties have signed the same document.

REQUESTOR: City of Arvada by and on behalf of the Arvada Police Department

By: _____

Title: Lauren Simpson, Mayor
lsimpson@arvada.org

Date: _____

By: _____

Title: Edward Brady, Chief of Police
ebrady@arvada.org

Date: _____

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Title: Aaron Jacks, Sr. Asst. City Attorney
ajacks@arvada.org

Date: _____

ATTEST:

Title: Kristen Rush, City Clerk
kristen@arvada.org

Date: _____

COLORADO RANGERS

By: _____

Title: Colonel Ronald Abramson
Chief, Colorado Rangers
Ronald.abramson@coloradorangers.org

Date: _____

Exhibit A: Colorado Rangers Troop Commanders

All Hazards Homeland Security Region	Section	Name	Rank	Phone	Email
• North Central Region (specifically the counties of Adams, Boulder, & Broomfield) • Northeast Region • Northwest Region (specifically the counties of Grand & Jackson)	Troop H	John Snider	Captain	303.503.5419	John.Snider@ColoradoRangers.org
• South Central Region • South Region • Southeast Region • San Luis Region • Southwest Region	Troop I	Nick Voth	Captain	303.884.7929	Nick.Voth@ColoradoRangers.org
• North Central Region (specifically the counties of Arapahoe, Clear Creek, Denver, Douglas, Elbert, Gilpin, & Jefferson) • Northwest Region (specifically the counties of Eagle, Garfield, Mesa, Moffat, Pitkin, Rio Blanco, Routt, & Summit) • West Region	Troop K	Nick Voth	Captain	303.884.7929	Nick.Voth@ColoradoRangers.org
Statewide	Administrative Section	Aaron Ruffalo	Captain	719.464.9177	Aaron.Ruffalo@ColoradoRangers.org
Statewide	Operations Division	Michael Morgan	Division Chief	303.929.5860	Michael.Morgan@ColoradoRangers.org
Statewide	Emergency Manager	Chad Clifford	Lieutenant	720.949.4593	Chad.Clifford@coloradorangers.org
	Ranger Duty Line			303.502.2671	

EXHIBIT B: FEE SCHEDULE

Effective January 1, 2025:

Fees are due by January 30 or within 30 days of invoice receipt if billed other than the first of the year. Rates will remain in effect beyond the 2025 calendar year unless a new exhibit is executed. Fee changes for new calendar years will be sent to agencies by September 1 of each year.

Response Plans (Select only One):

☐ **Disaster Response Plan:** \$2,500 Retainer Annually

Preparedness Planning – Includes 10 initial response shifts for expanding events that may become declared disasters. Additional Shifts billed at \$65.00/hr. No additional fees for planning, exercises, or consultation for Emergency Operations Plans.

**Once a State or Federal Disaster is declared, all fees are governed by Standard Fee Schedule for Reimbursable Expenses During Declared Disasters if FEMA / DHSEM Reimbursement is expected.*

☐ **Urgent Response Plan:** \$3,500 Retainer Annually

Personnel Emergencies & Preparedness Planning – Includes 14 shifts for initial response for staffing needs regardless of nature of emergency (ie. Unexpected events such as civil disturbances, crime scene support, prisoner protection, etc.) Additional Shifts billed at \$350 per duty shift (maximum of 8 hours). A shift is one Ranger for one event on one day.

☒ **Scheduled Response Plan:** \$6,000 Retainer Annually

Personnel Staffing for scheduled shifts and events. Includes 18 duty shifts (maximum 8 hours each) for planned or emergency events. Additional shifts billed at \$300 per duty shift. Covers scheduled events such as concerts, parades, patrol shifts, etc. Can be used for any duty appropriate for Law Enforcement. A shift is one Ranger for one event on one day.

Additional Shifts and Special Services:

For agencies requiring ongoing additional shift commitments or coverage for special needs, a supplemental Exhibit B will be provided and signed by both parties after a review of the commitment by both agencies. Colorado Rangers can maintain staffing and training for ongoing personnel needs. Any agency requiring CAD interfacing or special officer requirements is considered special services. All staffing (other than emergencies) requires advanced notice for scheduling and planning.

Fees during Declared Disaster Events shall be governed by *the Colorado Rangers Standard Fee Schedule for Reimbursable Expenses During Declared Disasters* and do not count for or against the standard shift count included in this agreement once a disaster is declared if the agency is participating in FEMA/DHSEM reimbursement.

Send payment of fees to:

Colorado Rangers

P.O. Box 671

Fort Lupton, CO 80621



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: R25-016, A Resolution Authorizing the Fourth Amendment to an Intergovernmental Agreement by and Between the City of Arvada and the Urban Drainage and Flood Control District (d/b/a Mile High Flood District) Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal (Presenter: Melanie Walter, Floodplain Administrator)

Report in Brief

PRESENTER: Melanie Walter, Floodplain Administrator

Council action is requested on the attached Resolution Authorizing the Fourth Amendment to the Intergovernmental Agreement (IGA) between the Urban Drainage and Flood Control District d/b/a Mile High Flood District (MHFD) and the City of Arvada Regarding Funding of Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal. This Amended IGA will transfer funds held by MHFD that are no longer needed from the Lake Arbor project to the Ralston Creek at Croke Canal project.

The Arvada team recommends that the City Council approve R25-016, A Resolution Authorizing the Fourth Amendment to the Intergovernmental Agreement by and between the City of Arvada and The Urban Drainage and Flood Control District d/b/a Mile High Flood District Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal.

Financial Impact

There is no financial impact for the recommended action. This Amended IGA will transfer funds held by MHFD that are no longer needed from the Lake Arbor project to the Ralston Creek at Croke Canal project. City contributed costs are budgeted in CIP Project 99072.

Background

MHFD has requested Arvada to participate in a jointly funded capital improvement project to address flooding issues along Ralston Creek at the crossing with the Croke Canal irrigation facility.

In 2013, flood flows broke out from Ralston Creek and overtopped the Croke Canal at this location which exceeded the canal's capacity causing breaches at several locations. Irrigation canals are not designed to convey flood events and therefore it is critical to keep these flows separate. The proposed improvements will help protect downstream properties from being flooded due to the Croke Canal overtopping and/or breaks in the canal embankment.

This IGA outlines the funding participation of each agency for the estimated \$3,110,000 total cost to design and construct the improvements, of which \$2,650,000 has been contributed in total by both parties to date. The additional \$460,000 transferred from the Lake Arbor fund is needed to complete the project.

Discussion

The main purpose of this project is to increase the flood carrying capacity of Ralston Creek upstream of the Croke Canal crossing to prevent overtopping into the canal at that location. Currently, this reach of Ralston Creek has the capacity to contain

SUBJECT: R25-016, A Resolution Authorizing the Fourth Amendment to an Intergovernmental Agreement by and Between the City of Arvada and the Urban Drainage and Flood Control District (d/b/a Mile High Flood District) Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal (Presenter: Melanie Walter, Floodplain Administrator)

PAGE: 2
ITEM: 8.B.2.

the 10-year flood event, except at the trail crossing just downstream of the Croke crossing which has a capacity to convey only the 2-year storm event.

This project will increase the capacity to carry the 25-year event through this reach as well as replace the pedestrian bridge at the trail crossing with a larger structure capable of conveying more flow without overtopping or constricting the flood flows. This will protect downstream Arvada properties from being flooded due to canal breaches.

Removal of dead and overgrown trees has already occurred and will be replaced with new desirable tree species strategically planted to provide better wildlife habitat without impacting natural stream flows. The improved trail layout is designed to provide better visibility with wider turns to increase safety of trail users.

The improvements at Lake Arbor are largely complete. After the transfer, the Lake Arbor fund held by MHFD will have \$294,000 remaining for final project close out items.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

None

Strategic Alignment

This action supports Infrastructure Work System Service INF1: Provides the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal, and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.

Alternative Courses of Action

None

Recommendation for Action

The Arvada team recommends that the City Council approve R25-016, A Resolution Authorizing the Fourth Amendment to an Intergovernmental Agreement by and between the City of Arvada and The Urban Drainage and Flood Control District d/b/a Mile High Flood District Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal.

Suggested Motion:

I move that R25-016, A Resolution Authorizing the Fourth Amendment to an Intergovernmental Agreement by and between the City of Arvada and The Urban Drainage and Flood Control District d/b/a Mile High Flood District Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal, be (approved) (rejected)

Prepared by:
Melanie Walter, Engineering Manager

SUBJECT: R25-016, A Resolution Authorizing the Fourth Amendment to an Intergovernmental Agreement by and Between the City of Arvada and the Urban Drainage and Flood Control District (d/b/a Mile High Flood District) Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal (Presenter: Melanie Walter, Floodplain Administrator)

PAGE: 3
ITEM: 8.B.2.

Reviewed by:

Approved by:

Claudia Vaughan, City Engineer	1/9/2025
Jacqueline Rhoades, Public Works Director	1/9/2025
Bryan Archer, Director of Finance	1/10/2025
Tammy Hedlund, Legal Specialist	1/13/2025
Zachary Woolweaver, Assistant City Attorney I	1/13/2025
Kelsy Sargent, Assistant City Attorney	1/13/2025
Don Wick, Deputy City Manager	1/13/2025
Rachel Morris, City Attorney	1/14/2025
Linda Haley, Acting City Manager	1/14/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-016

A RESOLUTION AUTHORIZING THE FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE CITY OF ARVADA FOR FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR RALSTON CREEK AT CROKE CANAL

WHEREAS, the City of Arvada and the Mile High Flood District (the “District”) may enter into intergovernmental agreements pursuant to C.R.S. §§ 29-1-201 et. seq.; and

WHEREAS, the City of Arvada and the District previously entered into an Intergovernmental Agreement entitled “The Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Little Dry Creek (ADCO) Tributary C at Lake Arbor, City of Arvada, (“Agreement No. 20-05.09”) dated December 8, 2020; and

WHEREAS, the City of Arvada and the District previously entered into an Intergovernmental Agreement for final design, right-of-way acquisition and construction of drainage and flood control improvements for Ralston Creek at Croke Canal (“Agreement No. 20-06.07”), dated August 24, 2020; and

WHEREAS, the City of Arvada and the District entered into the First Amendment to Agreement No. 20-06.07 on May 18, 2021 to increase funding for the design and construction of drainageway and flood control improvements for Ralston Creek at Croke Canal (the “Project”); and

WHEREAS, the City of Arvada and the District entered into the Second Amendment to Agreement No. 20-06.07 on October 5, 2022 to increase funding for the Project; and

WHEREAS, the City of Arvada and the District entered into a Third Amendment to Agreement No. 20-06.07 in order to increase funding for the Project by an additional \$400,000.00, of which the City contributed \$200,000.00 and the District contributed \$200,000.00; and

WHEREAS, the City of Arvada and the District now wish to enter into a Fourth Amendment to the Agreement No. 20-06.07 in order to increase funding for the project by an additional \$460,000.00, all of which will be transferred from a fund held by the District in account pursuant to Agreement No. 20-05.09; and

WHEREAS, if the transfer is approved, neither the City of Arvada or the District will be prevented from fulfilling their obligations under Agreement No. 20-05.09.

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 Intergovernmental Agreement, which is in substantially the

same form as that attached hereto.

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

APPROVED AND ADOPTED this 27th day of January, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

FOURTH AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
RALSTON CREEK AT CROKE CANAL

Agreement No. 20-06.07D
Project No. 107834

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

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal" (Agreement No. 20-06.07) dated August 24, 2020, (hereinafter called "AGREEMENT"); a FIRST AMENDMENT to the AGREEMENT dated May 18, 2021; and a SECOND AMENDMENT to the AGREEMENT dated October 5, 2022; and a THIRD AMENDMENT to the AGREEMENT dated October 17, 2023.

WHEREAS, PARTIES desire to continue the construction of drainageway and flood control improvements for Ralston Creek at Croke Canal (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$460,000; and

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

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

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
 2. Delineation, description and acquisition of required rights-of-way/easements;
 3. Construction of improvements;
 4. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$3,110,000 without amendment to this AGREEMENT.

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

<u>ITEM</u>	<u>AS</u> <u>AMENDED</u>	<u>PREVIOUSLY</u> <u>AMENDED</u>
1. Final Design	\$ 250,000	\$ 250,000
2. Right-of-way	\$ 100,000	\$ 100,000
3. Construction	\$ 2,610,000	\$ 2,150,000
4. Contingency	\$ 150,000	\$ 150,000
Grand Total	\$ 3,110,000	\$ 2,650,000

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

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

Transfer from: Little Dry Creek (ADCO) Tributary C at Lake Arbor

Account No. 60-05-75111-108229

Agreement No. 20-05.09

Amount: \$460,000 (CITY – \$230,000; DISTRICT – \$230,000)

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

	<u>Percentage</u> <u>Share</u>	<u>Previously</u> <u>Contributed</u>	<u>Additional</u> <u>Contribution</u>	<u>Special Funds</u> <u>Transfer</u>	<u>Maximum</u> <u>Contribution</u>
DISTRICT	50%	\$1,325,000	-0-	\$230,000	\$1,555,000
CITY	50%	\$1,325,000	-0-	\$230,000	\$1,555,000
TOTAL	100%	\$2,650,000	-0-	\$460,000	\$3,110,000

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

5. MANAGEMENT OF FINANCES

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

Payment of each PARTY's full share (CITY - \$1,555,000; DISTRICT - \$1,555,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the

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

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

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

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

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

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

CITY OF ARVADA

By _____

Name Lauren Simpson

Title Mayor

Attest: By _____
City Clerk

(SEAL)

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

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

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: CB25-002, An Ordinance Amending Section 2-77 of Chapter 2 of the Arvada City Code Pertaining to Compensation for Certain Boards and Commissions Members (Public Hearing to be set for February 10, 2025 at 6:15 p.m.)

Report in Brief

PRESENTER: Jessica Garner, Director

This ordinance proposes an amendment to Section 2-77 of Chapter 2 of the City Code to establish a consistent flat rate of \$100 per meeting for Planning Commission members. This amendment simplifies compensation by standardizing the payment for the Planning Commission when they are acting as the Board of Adjustment. This update ensures that members are appropriately compensated while maintaining clarity in the code. The amendment also removes mention of the local licensing authority which was disbanded in 2024.

The Arvada team recommends that the City Council approve CB25-002, An Ordinance Amending Section 2-77 of Chapter 2 of the Arvada City Code Pertaining to Compensation for Certain Boards and Commissions Members.

Financial Impact

By amending this ordinance the City will retain \$1,000 per year; this is assuming that there are two board of adjustment meeting a year.

Background

In March of 2022 the City assigned the tasks of the Board of Adjustment to the Planning Commission members. This was done because of the irregular meetings for the Board of Adjustment (BOA) it was difficult to have quorums at the meetings as well as keep the Board trained on the procedures. The two boards are compensated for their time spent on these meetings. Since 2022, we have been compensating the Planning Commission differently based on the meeting type, \$100 for Planning Commission meetings and \$75 for Board of Adjustment meetings, this is not a huge issue as the BOA meetings are not often needed. This amendment is to bring consistency to the board and to help make automation of the payment process seamless.

Discussion

The current code compensates the Planning Commission \$100 per meeting and the Board of Adjustment \$75 per meeting. Surrounding jurisdictions that have combined Board of Adjustment and Planning Commission compensate the boards at the same flat rate. This will have limited impact to the City. Since the combination of the Board of Adjustment and the Planning Commission, they have only met twice as the BOA.

Public Contact

Posting of the Council Agenda

Commission Recommendation

Staff will present this to the Planning Commission during a workshop on February 4, 2025. This will just be for notification purposes as they have no voting requirements for this update.

Strategic Alignment

This aligns with OSE2, Provides essential services to the community, City Council, and City Departments, including business licensing, records and information management, administrative support for City Council, and voter assistance and election services.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB25-002, An Ordinance Amending Section 2-77 of Chapter 2 of the Arvada City Code Pertaining to Compensation for Certain Boards and Commissions Members (Public Hearing to be set for February 10, 2025 at 6:15 p.m.).

Suggested Motion:

I move that CB25-002, An Ordinance Amending Section 2-77 of Chapter 2 of the Arvada City Code Pertaining to Compensation for Certain Boards and Commissions Members, be (approved on first reading, ordered published in full, and a public hearing set for February 10, 2025, at 6:15 p.m.) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Rob Smetana, Planning Manager	12/30/2024
Jessica Garner, Director of Community and Economic Development	12/30/2024
Gail Walker, Legal Specialist-Contracts	12/30/2024
Emily Grogg, Senior Assistant City Attorney	12/30/2024
Rachel Morris, City Attorney	12/30/2024
Linda Haley, Acting City Manager	1/13/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-002
ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 2-77 OF CHAPTER 2 OF THE ARVADA CITY
CODE PERTAINING TO COMPENSATION FOR CERTAIN BOARDS AND COMMISSIONS
MEMBERS

WHEREAS, Section 4.4 of the Arvada City Charter entitled “Compensation” authorizes the Mayor and members of City Council to be compensated as City Council prescribes by ordinance provided any increase not apply during the current term of office.

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

Section 1. Section 2-77, of Chapter 2, of the Arvada City Code is hereby amended to read as follows:

“Sec. 2-77. Compensation for certain board and commission members.

Members of the planning commission shall receive \$100.00 for each regular or special meeting attended; members of the board of adjustment shall receive \$100.00 for each regular or special meeting attended.”

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

INTRODUCED, READ AND ORDERED PUBLISHED this 27th day of January, 2025.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

Publication Dates: January 30, 2025

REDLINE/STRIKETHROUGH VERSION

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

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

Sec. 2-77. Compensation for certain board and commission members.

Members of the planning commission shall receive \$100.00 for each regular or special meeting attended; members of the board of adjustment shall receive \$100.00 ~~\$75.00~~ for each regular or special meeting attended ~~and members of the local licensing authority shall receive \$75.00 for each regular or special meeting attended.~~



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

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

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: CB25-004, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for February 10, 2025 at 6:15 p.m.)

Report in Brief

PRESENTER: Gabriella Bommer, Director of Human Resources

The Human Resources department and City Attorney's Office have partnered to recommend updates to Chapter 70, Personnel Rules, of the Arvada City Code to comply new or changing state and federal laws and to reflect current City practices.

The Arvada team recommends that the City Council approve CB25-004, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code.

Financial Impact

The Arvada team does not anticipate significant impacts to the City's budget as a result of the updates to the Personnel Rules. Any costs associated with these updates will be managed within existing personnel budgets and monitored continuously for future adjustments.

Background

The updates to Chapter 70, Personnel Rules, of the Arvada City Code are being recommended to comply with state and federal employment laws and to reflect current City practices. Additional housekeeping changes include adding, deleting or combining sections to reduce redundancy, updating outline formats and grammar, and removing procedural language that can be found in the City's policies and procedures. A complete accounting of every change is available in the included redlined version of the sections that were updated. The most substantial changes are described below:

Article II - Employment

Sec. 70-32 Definitions and employment status.

- Definitions were added or updated to clarify how the City defines the following: Anniversary Date of Employment, Career Progression Model, Reclassification, Emergency Service Status Position, Emergency Situation, and Promotion.

Sec. 70-36 Probationary period.

- Minor grammar changes and clarification that employees advancing through career progression are not required to serve a probationary period.

Article III - Employee Compensation

Sec. 70.50.3 Reclassifications.

- Moved the definition of reclassification to Sec. 70-32 Definitions and Employment Status.
- Removed procedural language which is addressed in City Policies and Procedures.

Sec. 70.53 Appointment rate and 70.59 Appointment rates upon transfer, promotion, demotion or voluntary reassignment.

- Combined these two sections into Sec. 70.53 and eliminated Sec. 70.59.
- Section 70.53 Appointment rates now covers appointment for new hires, rehires, transfer, promotion, demotion, voluntary reassignment and career progression advancement.

Sec. 70.64 Call back pay, 70.65 On call pay, and 70.66 Assignment pay

- Clarified that these will be paid in accordance with state and federal law and in accordance with a policy established by the City Manager.
- Removed procedural language that can be found in the City Policies and Procedures.

Article IV - Attendance and Leave

Sec. 70-103 Holiday leave.

- Clarified ten City designated holidays and three floating holidays
- Cleaned up the overall structure of this policy for clarity on how and when employees are paid for working on holidays, specifically the handling of non-exempt regular employees and non-exempt variable hour and seasonal employees.
- Introduced a section for how to handle holiday pay for non-exempt emergency status employees who are required to work on City designated holidays due to an emergency situation.
- Further clarified how holidays are accounted when an employee is on vacation, sick leave, extended care leave or other leaves.

Sec. 70-105.4 Sick Leave Bank

- Added life threatening domestic violence situations as a reason employees may apply for additional leave from the sick leave bank.

Sec. 70-112 Bereavement Leave

- Updated the definition of family member for bereavement leave to match the definition under our sick leave policy and added fertility loss as an eligible reason for bereavement leave.
- Removed language limiting bereavement leave to 4 hours to attend a City employee funeral and clarified that leave granted for this purpose will not exceed the actual time necessary for the attending the funeral service and reasonable travel.

Article V - Employee Responsibilities

Sec. 70-143. Employee Conduct

- Added a section addressing City values and expectations for professionalism, ethics and integrity, accountability, respect, inclusion and diversity, and compliance.
- Restructured discipline and misconduct into sections including: misconduct involving honesty and integrity, misconduct involving property, misconduct against persons, misconduct related to safety, misconduct related to customer and public service, and general misconduct.

Sec. 70-168.1 Complaint resolution process

- Updated language to make steps in the internal complaint process clearer and easier to follow, clarified what the internal complaint resolution process can be used for, and added a section on how to handle complaints when the City Manager is also the employee's department director.

Sec. 70-168.2 Grievance Procedures

- Updated language to make the steps in the grievance process clearer and easier to follow. Added a section clarifying that the city manager may elect to appoint a grievance advisory committee and, if electing to do so, committee members must be appointed within 7 days of the city manager's notification to the employee.

Discussion

Public Contact

Posting of the City Council Agenda

Commission Recommendation

Strategic Alignment

Updates to the City's Personnel Rules are aligned to the City Council Strategic Plan Organizational and Service Effectiveness Services, including:

- OSE1 Provides leadership, policy and guidance, communication and engagement services to City Council, the community and the organization by utilizing a values-driven culture, ethical behavior, and transparency to maintain trust.
- OSE8 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.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve CB25-004, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for February 10, 2025 at 6:15 p.m.)

Suggested Motion:

SUBJECT: CB25-004, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for February 10, 2025 at 6:15 p.m.)

PAGE: 4
ITEM: 8.C.2.

I move that CB25-004, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code, be (approved on first reading, ordered published in full, and a public hearing set for February 10, 2025 at 6:15 p.m.) (rejected).

Prepared by:
Gabriella Bommer, Director of Human Resources

Reviewed by:

Approved by:

Gabriella Bommer, Director of Human Resources	1/8/2025
Bryan Archer, Director of Finance	1/9/2025
Gail Walker, Legal Specialist-Contracts	1/9/2025
Janelle Miller, Assistant City Attorney	1/10/2025
Rachel Morris, City Attorney	1/14/2025
Linda Haley, Acting City Manager	1/14/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-004
ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING VARIOUS SECTIONS OF CHAPTER
70, PERSONNEL RULES, OF THE ARVADA CITY CODE

WHEREAS, the City of Arvada, Colorado ("City") is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, Section 7.5 of Chapter 7 of the Arvada City Charter permits the Arvada City Council to adopt ordinances establishing personnel rules and regulations; and

WHEREAS, amendments to the City's personnel rules and regulations are needed to comply with updates in state and federal laws, and to reflect current city practices.

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

Section 1. Section 70-32, Definitions and Employment Status, of Article II, Employment, of Chapter 70, Personnel Rules of the Arvada City Code is hereby repealed and reenacted to read as follows:

"Sec. 70-32. Definitions and employment status.

The following terms, as used throughout this chapter, shall have the following meanings:

Anniversary date of employment means the date that a probationary, regular full-time or regular part-time employee began employment with the city and is the date used in calculating eligibility and accruals for sick leave, vacation leave, and longevity pay. An employee who is rehired within 12 calendar months after voluntarily resigning will retain their former anniversary date of employment. An employee rehired more than 12 calendar months after voluntarily resigning will have an anniversary date of employment based on the date of rehire.

Applicant means a person seeking employment with the city regardless of whether the person is an internal or external candidate.

Appointing authority means the city manager or any designee thereof who has the authority to appoint, suspend, transfer, demote, remove, or otherwise discipline employees of the city. Typically the appointing authority is the department director of each administrative department.

At-will employee means an employee who may be terminated at any time, or who may terminate employment, with or without a reason, and is not subject to the pre-disciplinary, disciplinary, and administrative review processes. Probationary, health plan eligible, variable hour, and seasonal employees are designated "at-will" employees.

Benefits means compensation for employment in addition to salary or wages offered by the city from time to time that may include health, dental, vision, life insurance, participation in a city-sponsored retirement plan, authorized leave accruals and paid holidays. Generally, when qualifying under the terms described in this article, an employee is eligible for benefits on the first day of the month following one full calendar month of employment.

Career progression means a system for advancement from one position to another in a career progression model based on time in a specific role and/or other objective metrics set by the appointing authority.

City means the City of Arvada.

Day means a calendar day unless otherwise specifically stated.

Emergency service status position employee means an employee designated by the appointing authority as an employee who is subject to call-back on a 24-hour basis in order to respond to an emergency.

Emergency situation means an unexpected event that requires immediate action to prevent or minimize harm to people, property, or the environment, as declared by the city manager or appointing authority.

Exempt employee means an employee who is not eligible for overtime pay under the Fair Labor Standards Act (FLSA), as determined by the city. All exempt employees shall be deemed salaried employees.

Demotion means a placement of an employee from one position to another position that has a lower maximum salary rate than the original position and less authority or responsibility.

Disciplinary action means a disciplinary suspension without pay, demotion, or other similar employment action taken in response to an employee's job performance or conduct.

For-cause employee means a regular employee who has successfully completed their probationary period and is subject to the pre-disciplinary, disciplinary, and administrative review processes.

Good standing means that an employee has an overall positive performance appraisal either from their annual review if available or as documented by the employee's immediate supervisor; the employee is not on extended probation nor a performance improvement plan; and the employee has no written reprimands or disciplinary actions in their official personnel file within the 12-month period prior to the assessment of good standing.

Health plan eligible employee means a variable hour or seasonal employee who has met the requirements to participate in the city sponsored health plan but is not otherwise eligible for city benefits.

Job-share employee means a probationary or regular employee who is scheduled to work between 20 and 29 hours per week, and whose position is denoted under the city's budget as a single full-time position, but whose duties are performed by two different employees. A job-share employee is scheduled to work a minimum of 20 hours per week.

Non-exempt employee means an employee eligible for overtime pay or compensatory time under the FLSA, as determined by the city.

Probationary employee means an employee hired into a regular full-time or regular part-time position identified in the city's budget and pay plan who has not been formally evaluated and officially removed from probation by the appointing authority. Probationary employees are eligible for city benefits provided the employee meets the minimum hourly threshold for benefit eligibility set forth in this article.

Promotion means the appointment of an employee to a job in a pay grade with a higher maximum rate and additional authority or responsibility, outside of a career progression model.

Reclassification or *reclassified* means change in a position's pay grade based on the results of a job evaluation. A position may be reclassified if there are significant changes in the duties, skills, qualifications, effort, or responsibilities of the position and such changes significantly affect the position's internal and market value.

Regular employee means an employee who has completed a probationary period and who has been removed from probationary status by the appointing authority. A regular employee may be a full-time employee, a part-time employee, or a job-share employee.

Regular full-time employee means an employee who is normally scheduled to work at least 40 hours per week and has successfully completed their probationary period. A regular full-time employee is eligible for city benefits.

Regular part-time employee means an employee who is normally scheduled to work less than 40 hours per week and has successfully completed their probationary period. A regular part-time employee is eligible for city benefits on a pro-rata basis. Regular part-time employees hired on or prior to December 31, 2014, must work a minimum of 20 hours per week to be eligible for benefits. Regular part-time employees, excluding job-share employees, hired or rehired on or after January 1, 2015, must work a minimum of 30 hours per week to be eligible for benefits.

Seasonal employee means an employee who is hired generally at the same time each year, such as in the spring or in the winter, and whose duties are typically associated with a

function or operation that is performed during or because of seasonal conditions. A seasonal employee will not normally be deemed a health plan eligible employee unless, at the conclusion of a 12-month measurement designated by the city manager, the employee has worked an average of 30 or more hours per week during said measurement period.

Transfer means placement of an employee in a different position but with the same pay grade as the employee's original position.

Variable hour employee means an employee whose work schedule may not be uniform in the number of hours worked, but who is expected to work an average of 29 hours or less per week when hired. A variable hour employee will not normally be deemed a health plan eligible employee unless, at the conclusion of a 12-month measurement period designated by the city manager, the employee has worked an average of 30 or more hours per week during said measurement period.”

Section 2. Section 70-36, Probationary Period, of Article II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-36. Probationary period.

- (a) The probationary period is part of the selection process and will be utilized for the purpose of observing an employee's work and suitability for the position.
- (b) All employees hired, promoted, transferred, voluntarily reassigned, demoted, or reemployed after being separated from the city for more than 180 days shall be required to serve a regular probationary period. Employees re-employed in the same position within 180 days of separation of employment are not required to serve a probationary period, unless the employee was still within their probationary period at the time of separation of employment. Employees who advance in a career progression model career are not required to serve a probationary period.
- (c) The probationary period for all employees who are in positions identified in the city’s pay plan shall be 12 months. The probationary period for any employee may be extended, before the expiration of the initial probationary period, up to an additional six months, upon the approval of the appointing authority. At the successful completion of the probationary period, the employee becomes a regular employee.
- (d) Prior to the completion of an employee's probationary period, the appointing authority will submit a completed evaluation report on the employee's performance to the human resources department. In addition to this evaluation, the appointing authority will determine whether or not the employee is to be placed on regular status. The evaluation report will be reviewed with the employee by the supervisor and the employee will receive a copy. If the evaluation report is not available in time, the period may be extended by the appointing authority for a reasonable time, not to exceed six weeks; however, any subsequent increase in salary, or subsequent appointment to regular status, shall be made retroactive to the date on which the employee would normally have been

eligible for regular status. The employee is still considered to be on probation until such a time the employee is officially removed from probation by the appointing authority. When the employee is officially removed from probation, the employee will receive a pay increase and the employee's performance evaluation date will be adjusted to the annual evaluation date established for regular employees.

- (e) In cases where an employee's performance is on a continuous and sustained level exceeding the requirements and expectations for the job, any portion of the last six months of the probationary period may be waived for those subject to a probationary period. When such action is recommended, the appointing authority will submit supporting evidence to the human resources department that the employee is performing at a level above that normally expected in the position. The employee will then receive a pay increase and the evaluation date will be adjusted to the annual evaluation date established for regular employees.
- (f) An appointing authority may dismiss an employee with or without cause at any time during the probationary period.
- (g) An employee who is promoted or transferred but does not satisfactorily complete the probationary period may, upon recommendation of the appointing authority, apply for a position in the class occupied by the employee immediately prior to the promotion or transfer, if a vacancy in that class exists at that time. If a vacancy does not exist, the employee will be terminated from employment.”

Section 3. Section 70-50.3, Reclassifications, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-50.3. Reclassifications.

Each fiscal year, the human resources department will evaluate changes to job descriptions to determine if a position should be reclassified in accordance with a policy established by the city manager.”

Section 4. Section 70-53, Appointment Rate, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-53. Appointment rate.

- (a) *Initial hire.* At the time of initial hire, the appointment rate will be determined based on an evaluation of an applicant's qualifications, including relevant education, training, and experience as compared to others in similar positions. Appointment rates above the middle of the pay grade may be paid with approval of the city manager or designee thereof. No position will be paid above the assigned salary grade maximum.

(b) *Re-hire*. The appointment rate for an employee who is rehired at the City after a layoff or voluntary resignation will be handled pursuant to section 70-39.

(c) *Transfer, promotion, demotion, or voluntary reassignment, or advancement in career progression*. If an employee is transferred, promoted, demoted, voluntarily reassigned, or advances in career progression, the appointment rate for the employee in the new position will be based on the employee's qualifications, including relevant education, training, experience, and seniority, as compared to others in similar positions. The new appointment rate will not be less than the minimum rate or more than the maximum rate for the new grade.

Section 5. Section 70-59, Appointment Rates upon Transfer, Promotion, Demotion or Voluntary Reassignment, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reserved.

Section 6. Section 70-64, Call Back Pay, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-64. Call-back pay.

Regular and probationary non-exempt employees who are called back to work outside of their regular work hours shall be paid in accordance with applicable federal and state laws and a policy established by the city manager.”

Section 7. Section 70-65, On Call Pay, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-65. On-call pay.

Regular and probationary non-exempt employees assigned to be on-call for a set period and required to be available to respond to emergency situations on a 24-hour a day basis will be paid on-call pay in accordance with applicable federal and state laws and a policy established by the city manager.”

Section 8. Section 70-66, Assignment Pay, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-66. Assignment pay.

Regular and probationary non-exempt employees assigned to be on call 24-hours per day for a continuous, consecutive and ongoing basis of 27 weeks or more and required to respond to an emergency situation will be paid assignment pay in accordance with applicable federal and state laws and a policy established by the city manager.”

Section 9. Section 70-103, Holiday Leave, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code, is hereby repealed and reenacted to read as follows:

“Sec. 70-103. Holiday leave.

(a) *Holiday leave.*

(1) *Designated holidays.* All regular and probationary full-time employees are granted 10 eight-hour paid holidays each calendar year, to include:

- (i) New Year’s Day;
- (ii) Martin Luther King, Jr.’s Birthday;
- (iii) Presidents’ Day;
- (iv) Memorial Day;
- (v) Juneteenth;
- (vi) Independence Day;
- (vii) Labor Day;
- (viii) Thanksgiving Day;
- (ix) Day after Thanksgiving; and
- (x) Christmas Day.

(2) *Part time employees.* Regular and probationary part-time employees will receive holiday pay on a pro rata basis, as determined by the part-time employee's work schedule.

(3) *Observance.* Holidays that fall on a weekday will be observed between 12:00 A.M. to 11:59 P.M. of the day on which the holiday occurs. If a holiday occurs on Saturday, the preceding Friday will be observed. If a holiday occurs on a Sunday, the following Monday will be observed.

(4) *Regularly scheduled work.*

- (i) *Regular and probationary full-time employees.* If a regular or probationary full-time employee is scheduled to work on a city designated holiday, the employee will record regular hours worked. The employee will then have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.

- (ii) *Non-exempt health plan eligible; variable hour; and seasonal employees.* In lieu of holiday pay, a non-exempt health plan eligible, variable hour, or seasonal employee required to work on a city-designated holiday will be compensated at a rate equal to one and a half times the employee's regular hourly rate of pay for all hours worked during that holiday. When a holiday falls on a Saturday or Sunday and is observed by the city on an alternate day (Friday prior or Monday following), the appointing authority shall determine which day of work (the holiday or the city observed day) the non-exempt health plan eligible, variable hour, or seasonal employee will receive the additional compensation provided herein. The employee may only receive the additional pay for one day per holiday.

(5) *City emergency.* In the event of a city emergency, as designated by the city manager or appointing authority, a non-exempt regular or probationary employee who is called in to work in an emergency service status on a designated city holiday will receive both holiday pay and either overtime pay or compensatory time in lieu of overtime pay, for hours worked on the designated holiday. This section does not apply to an employee who is regularly scheduled to work on a designated holiday.

(6) *Vacation, sick leave, or extended care leave.* When a holiday occurs during an employee's vacation, the employee may use the holiday time. Vacation leave is not charged for that holiday. If an employee is on sick leave on a holiday, the employee may use the holiday time. Sick leave is not charged for the holiday. If an employee is scheduled to work on a holiday and is sick, holiday leave is not charged for the scheduled work day. If an employee is on extended care leave on a holiday, the employee must use extended care leave. The employee will then have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.

(7) *Administrative leave.* Regular and probationary employees who are on administrative leave on a designated holiday will charge their time to administrative leave for that day and will have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.

(b) *Floating holiday leave.*

(1) All regular and probationary full-time employees are granted 24 floating holiday leave hours per calendar year. Floating holiday leave will be scheduled and taken between the first and last pay period of the current year by each employee with the approval of the employee's supervisor. In the case of employees assigned to shift work, whose services are required on a 24 hours-per-day or seven days-per-week basis, the holidays shall be set out in the employee's annual work schedule in a time convenient to both the employee and the city.

- (2) If a probationary employee is hired between February and December, the probationary employee will receive a pro rata amount of floating holiday time for the first calendar year of employment. The amount received will equal two hours for each month of employment during the calendar year in which the probationary employee is hired. For example, an employee hired in November will receive four hours of floating holiday time for the first calendar year. The time will be placed in the employee's floating holiday accrual in one lump sum.

- (c) *Departure from the city.* Upon departure from the city, an employee will be paid for any unused holiday time for holidays that have already occurred. Any holiday time used, but unearned, at the time of departure will be deducted from accrued leaves or final pay. Floating holiday will be considered as "earned" at a rate of two hours per month.

Section 10. Section 70-105.4, Sick Leave Bank, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-105.4. Sick leave bank.

An employee who is facing a life-threatening illness, injury, or domestic violence situation may apply for additional sick leave from the sick leave bank provided all other leaves have been exhausted. The creation and employee use of the sick leave bank is governed by a policy established by the city manager.”

Section 11. Section 70-112, Bereavement Leave, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-112. Bereavement leave.

- (a) An employee will be granted up to 40 hours of bereavement leave per incident (pro rata for part-time employees) for the death of an immediate family member, including fertility loss, with the approval of the employee's direct supervisor. For purposes of bereavement leave, an “immediate family member” is a person who is related to an employee by blood, marriage, civil union, or adoption; a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or a person for whom the employee is responsible for providing or arranging health- or safety-related care. This also includes any other relative or person who the employee identifies as the employee's significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.
- (b) The appointing authority may grant additional time if deemed appropriate at the written request of the employee for an occurrence, such as an out-of-state funeral.
- (c) An employee may also be granted bereavement leave to attend the funeral of a recently deceased city employee. Bereavement leave granted for this purpose will not exceed the

actual time necessary for attending the funeral and reasonable travel time, as determined and approved by the employee's immediate supervisor.”

Section 12. Section 70-143, Employee Conduct, of Article V, Employee Responsibilities, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-143. Employee conduct.

- (a) *City values and expectations.* The city expects all employees to be accountable for their work-related conduct and for performing their job duties to the highest professional standards at all times. The city expects all employees to adhere to the following city values:

(1) *Professionalism*

- (i) Employees are expected to relate to all individuals tactfully and in a manner that is appropriate for the workplace and the given situation.
- (ii) Employees are expected to establish appropriate and collaborative relationships.

(2) *Ethics and integrity*

- (i) Employees are expected to be true to their word, act honestly and authentically.
- (ii) Employees are expected to be trustworthy and act in the best interest of the organization and the community.
- (iii) Employees are expected to avoid relationships or activities that might impair the ability to make effective and fair decisions when performing their jobs.

(3) *Accountability*

- (i) Employees are expected to deliver on commitments or responsibilities.
- (ii) Employees are expected to take ownership and accept responsibility for words, actions, decisions and results.

(4) *Respect*

- (i) Employees are expected to act and treat each person with fairness, dignity and compassion.

(5) *Inclusion and diversity*

- (i) Employees are expected to foster a welcoming environment for all employees and customers.
- (ii) Employees are expected to be considerate of different backgrounds and perspectives, and actively learn from the experiences, viewpoints and perceptions of others.

(6) *Compliance*

- (i) Employees are expected to respect and comply with laws, rules, regulations, policies, procedures, systems and processes.

(b) *Discipline and misconduct.* A supervisor or appointing authority or designee thereof may discipline an employee for cause. Such discipline may include a verbal or written reprimand, suspension without pay, demotion, or dismissal. Examples of performance or conduct applicable to all city employees, regardless of status, that could result in discipline are presented in the list below. This list is not considered all-inclusive, as the city cannot anticipate all behaviors of an employee. Other non-protected actions that have a negative impact on an employee's performance or the effective functioning of the city may result in disciplinary action. Individual departments may also have specific rules, regulations, or policies that describe performance or conduct. The violation of any departmental rule, regulation, or policy may also warrant disciplinary action.

(1) *Misconduct involving honesty and integrity.*

- (i) Any false statement made on an application for employment or any other form or application submitted to or required by the city, or omission of information that might affect the applicant or employee unfavorably.
- (ii) Being untruthful, misleading, or uncooperative during an administrative investigation or about any job-related matter.
- (iii) Mishandling or unauthorized disclosures of confidential city information.
- (iv) Having an undisclosed financial interest, direct or indirect, in any contract with the city, or having an undisclosed financial interest, directly or indirectly, in the sale of any land, materials, supplies, or services to the city.
- (v) Engaging in any business, activity, or transaction in which an employee has a substantial financial or personal interest, direct or indirect, that might reasonably be expected to interfere with the ability of the employee to perform their duties.

- (vi) Using the employee's employment, position, badges, or credentials for preferential treatment, commercial or personal gain, or in any other manner not authorized by the city or allowing any individual unauthorized access to or use of a city badge, insignia, or credential.
- (vii) Attempting to influence an employment decision for the benefit of a member of the employee's immediate family.
- (viii) Falsification, destruction, or unauthorized use of any city records, reports, or other data or information belonging to the city.

(2) *Misconduct involving property.*

- (i) Theft or misuse of city money or property.
- (ii) Misusing, destroying, or damaging any city property or property of another employee or customer.

(3) *Misconduct against persons.*

- (i) Any abusive or disrespectful treatment of any person for any reason, particularly if based on race, religion, color, sex, gender, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, disability, or any other protected characteristics as established by law. This includes physical or verbal confrontations, insults, intimidation, threats, derogatory or vulgar language or actions, excessive gossiping or spreading of rumors, and any other inappropriate language or behavior while at work.

(4) *Misconduct related to safety.*

- (i) Unauthorized possession of weapons or explosives on city premises or utilization of any object as a weapon.
- (ii) Possession, purchase, manufacture, dispensing, use, sale, or being under the influence of controlled substances, marijuana, or alcohol while on the job when not medically required or when it is a requirement of the job.
- (iii) Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions.
- (iv) Failure to report violations of safety policies, procedures, or adhering to reporting requirements.

- (v) Failure to properly use or enforce the use of safety gear, clothing, or equipment.

(5) *Misconduct related to customer and public service.*

- (i) Conduct detrimental to customer service or city operation.
- (ii) Seeking nomination or election to the Arvada City Council.
- (iii) Engaging in any federal, state, county, or local political campaigning during an employee's working hours.
- (iv) Engaging in personal business or outside employment while on the job.

(6) *General misconduct.*

- (i) Violation of any national, state, or local law when the misconduct would interfere with an employee's performance of their job or undermine public trust in the integrity of the city. The city may consider such conduct a violation of its rules or procedures regardless of a conviction.
- (ii) Insubordination, failure, or refusal to comply with directives, orders, or assignments.
- (iii) Incompetence, inattention to duties, horseplay, wastefulness, or sleeping while on the job.
- (iv) Using city vehicles, equipment, property, social media, or other technological resources for unauthorized personal use.
- (v) Unauthorized absence from work and failure of employee to communicate with supervisor before that shift.
- (vi) Excessive absences or excessive tardiness as determined by the employee's appointing authority or failure to work or report to supervisor for two consecutively scheduled days.
- (vii) Engaging in any unprotected activity that interferes with an employee's or any other employee's performance on the job.
- (viii) Failure to report any violations of ordinances, statutes, charter, personnel policies, administrative regulations, or department rules by any city employee or failure to report a conviction or plea to a misdemeanor or felony.

- (ix) Inability to perform job duties or substandard performance of assigned duties.
 - (x) Failure to maintain an appropriate personal appearance as established by city or departmental policy, including failure to maintain appropriate personal hygiene.
 - (xi) Violation of any departmental or city rule, regulation, policy, or procedure.
 - (xii) Failure to obtain or maintain a required certification, license, or training as a condition of employment.
 - (xiii) Allowing unauthorized access of individuals to restricted areas of city facilities, materials, or equipment.
 - (xiv) Any other action by an employee which in the opinion of management warrants discipline or discharge and which a reasonable person would expect to result in disciplinary action either because it affects the employee's performance, the effectiveness of the city, including other employees, or undermines safety or public trust in the integrity of the government.
- (c) Investigations of violations of employee conduct rules or regulations will be performed by the appointing authority or their designee, or the human resources department. Responsibility for investigations may be transferred to other authorized individuals in certain situations such as, but not limited to, allegations of violence, retaliation, or harassment based on race, religion, color, sex, gender, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, handicap, disability, or any other protected characteristics as established by law.”

Section 13. Section 70-168, Internal Complaint and Grievance Procedures, of Article VI, Employer-Employee Relations, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-168. Internal complaint and grievance procedures.

- (a) The city’s complaint resolution process, detailed in section 70-168.1, applies when an employee has a complaint regarding:
 - (1) Working conditions, working practices, or health or safety practices;
 - (2) A reprimand that does not involve a suspension without pay or demotion; or
 - (3) Performance appraisal concerns.
- (b) The city’s grievance process, detailed in section 70-168.2, applies when an employee:

- (1) Believes the city has not followed an article or section of the City's personnel rules or policies; or
- (2) Believes the city is not providing the employee with the wage, salary, or benefits to which the employee is entitled because of their position."

Section 14. Section 70-168.1, Complaint Resolution Process, of Article VI, Employer-Employee Relations, Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

"Sec. 70-168.1. Complaint resolution process.

- (a) If an employee has a specific complaint described in in section 70-168(a), the employee may file a formal complaint by following the city's complaint resolution process stated below:
 - (1) *Step 1.* Within ten days of the event at issue or within ten days from the date where the employee should have known of the event at issue, the employee shall both notify the human resources department of the complaint and discuss the issue with their immediate supervisor. The immediate supervisor shall consider the points raised by the employee during the discussion and complete any necessary investigation. Following the discussion, the immediate supervisor shall issue a written decision on the issue and provide the decision to the employee within ten days of the discussion. The supervisor shall provide a copy of the written decision to the human resources department.
 - (2) *Step 2.* If Step 1 does not resolve the issue and the employee wishes to proceed with the complaint, the employee shall bring the complaint to the attention of the next level supervisor in writing within ten days of the issuance of the immediate supervisor's written decision. The employee shall provide a copy of the written complaint to the human resources department. The next level supervisor shall consider the written documentation provided by the employee and immediate supervisor, and complete any necessary investigation. The next level supervisor shall issue a written decision on the issue within ten days of receiving the written documentation from the employee and immediate supervisor. The next level supervisor shall provide a copy of the written decision to the human resources department.
 - (3) *Step 3.* The process in Step 2 may be repeated with each higher level of management including the employee's department director. For performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay or demotion, the decision of the department director is final in this administrative process.

- (i) If the employee's department director under this Step 3 is the city manager, the city manager will render a decision consistent with Step 4, including the 20-day timeline. Any decision made by the city manager is final in this administrative process. This administrative process then ends and the employee is not entitled to any further review under Step 4.
- (4) *Step 4.* If the department director's decision regarding a complaint about working conditions, working practices, or health or safety practices, the employee shall bring the complaint to the city manager in writing within ten days of the receipt of the department director's decision. The city manager will review the written documentation from the employee and the employee's supervisor(s) and complete any necessary investigation. The city manager will respond to the employee in writing within 20 days of receiving the written documentation. The decision of the city manager is final in this administrative process. The city manager will provide a copy of the written decision to the human resources department.
- (b) If the employee's immediate supervisor, next level supervisor, department director, or city manager fails to respond to a complaint at any step of the process within the specified time limit, it will be considered a denial of the complaint. If the employee still wishes to proceed, the employee must proceed to the next step of the complaint resolution process, if any, within the time limits provided as if a formal denial had been rendered on the last day allowed for the supervisor, next level supervisor, or department director, to respond. In the event the employee does not appeal a complaint from one step to the next within the time limits specified, the complaint shall be considered resolved on the basis of the last response by the immediate supervisor, next level supervisor, department director, or city manager, as the case may be. With the agreement of both parties in writing, time limits may be extended.
- (c) The city will not permit retaliation or discrimination against anyone who raises a complaint under this process."

Section 15. Section 70-168.2, Grievance Procedure, of Article VI, Employer-Employee Relations, or Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

"Sec. 70-168.2. Grievance procedure.

- (a) If an employee has a grievance described in section 70-168(b), the employee may file a grievance by following the city's grievance procedure stated below:
 - (1) *Step 1.* Within ten days of the event giving rise to the grievance or within ten days in which the employee should have known of the event giving rise to the grievance, the employee shall communicate the grievance in writing to their immediate supervisor. The grievance must include a description of the situation and the article or section of the personnel rules which the employee believes the

city has not followed. The employee shall provide a copy of their written grievance to the human resources department. The immediate supervisor will review the grievance and conduct any necessary investigation. The immediate supervisor shall issue a written decision on the grievance and provide the decision to the employee within ten days of receipt of the grievance. The immediate supervisor shall provide a copy of the written decision to the human resources department.

- (2) *Step 2.* If Step 1 does not resolve the grievance and the employee wishes to proceed with the grievance, the employee must file the original written grievance with the employee's department director and provide a copy of said grievance to the director of human resources within ten days of the immediate supervisor's written response. The employee's department director shall review the employee's grievance, the immediate supervisor's written response, and conduct any necessary investigation. The department director shall respond in writing within ten days of the receipt of the employee's grievance. The department director shall provide a copy of the written decision to the human resources department.

- (i) If the employee's immediate supervisor is the employee's department director, the employee shall proceed to Step 3.

- (3) *Step 3.* If Step 2 does not resolve the grievance and the employee wishes to proceed with the grievance, the employee shall file the following with both the city manager and director of human resources within ten days of the department's director's written decision:

- (i) A copy of the original written grievance;
- (ii) All written responses from the immediate supervisor and department director, as applicable; and
- (iii) A request that the city manager appoint a grievance committee, if desired.

- (4) *Step 4.* The city manager will review the submission of materials submitted by the employee in Step 3 and determine whether to appoint, in their sole discretion, a grievance advisory committee or render a decision based on their analysis of the grievance. The city manager may elect to appoint a grievance advisory committee without a request by the employee to do so. Regardless of whether the city manager elects to appoint a grievance advisory committee, the city manager will make a determination in regards to the appointment of a grievance advisory committee and notify the employee of the decision within ten days of the receipt of the written grievance.

- (i) *Grievance advisory committee.*

- (a) The city manager may appoint a grievance advisory committee consisting of three members who will investigate the grievance and

submit findings and recommendations to the city manager. Committee members must be appointed within seven days of the city's manager's notification to the employee of the decision to appoint a grievance committee. One member will be selected by the employee committee president, one member will be appointed by the city manager, and those two members will select a third city employee to serve as the third member of the grievance advisory committee. If, however, the two members are unable to agree on the third member or the employee committee fails to appoint a member within seven days from receipt of notice from the city manager, the vacant position will be appointed by the city manager.

- (b) After the final member has been appointed, the grievance advisory committee has 30 days to review the submitted grievance and submit its findings and recommendations to the city manager. The committee expires with the submission of its findings and recommendations to the city manager. The grievance advisory committee may conduct interviews, review documents, and pursue any information they believe necessary in the course of their review.

(ii) *City manager analysis.*

- (a) If the city manager appoints a grievance advisory committee, the city manager will render a decision based on their analysis of the situation taking into account the findings and recommendations made by the grievance advisory committee. The city manager's decision is not required to be consistent with the recommendation of the grievance advisory committee.
- (b) If the city manager chooses not to appoint a grievance advisory committee, the city manager may move forward with rendering a decision based on their analysis of the situation. The city manager may conduct interviews, review documents, and pursue any information they believe necessary in the course of their review.

- (iii) *Timeline for decision.* The city manager will issue a written decision within 30 days from the date the grievance advisory committee submits its findings and recommendations. If the city manager does not appoint a grievance advisory committee, the city manager has 45 days from the date the employee submitted the information in Step 3 to the city manager to issue a written decision. The decision of the city manager is final in this administrative process. The city manager shall provide a copy of the written decision to the human resources department.

- (b) If the employee's immediate supervisor, the department director, or city manager fails to respond to a grievance at any step of the procedure within the specified time limit, it will be considered denial of the grievance. If the employee wishes to proceed, the employee must appeal to the next step of the grievance procedure within the time limits provided as if a formal denial had been rendered on the last day allowed for immediate supervisor, department director, or city manager to respond. In the event the employee does not appeal a grievance from one step to the next within the time limits specified, the grievance shall be considered resolved on the basis of the last response by the immediate supervisor, department director, or city manager as the case may be. With the agreement of both parties in writing, time limits may be extended.
- (c) An email shall constitute a writing for the purposes of this section.
- (d) The city will not permit retaliation or discrimination against anyone who files a grievance under this process."

Section 16. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared unconstitutional or invalid. The City Council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 17. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 27th day of January, 2025.

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

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

Publication Dates: January 30, 2025

REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikeover~~ indicates deleted material

Sec. 70-32. Definitions and employment status.

The following terms, as used throughout this chapter, shall have the following meanings:

- ~~(a)~~ *Anniversary date of employment* means the date that on which a probationary, regular full-time or regular part-time employee began employment with the city and ~~which~~ is the date used in calculating eligibility and accruals for sick leave, vacation leave, and longevity pay. An employee who is rehired within 12 calendar months after voluntarily resigning will retain their former anniversary date of employment. An employee rehired more than 12 calendar months after voluntarily resigning will have an anniversary date of employment based on the date of effective on-rehire.
- ~~(b)~~ *Applicant* means a person seeking employment with the city regardless of whether the person is an internal or external candidate.
- ~~(c)~~ *Appointing authority* means the city manager or any designee thereof who has the authority to appoint, suspend, transfer, demote, remove, or otherwise discipline employees of the city. Typically the appointing authority is the department director of each administrative department.
- ~~(d)~~ *At-will employee* means an employee who may be terminated at any time, or who may terminate employment, with or without a reason, and is not subject to the pre-disciplinary, disciplinary, and administrative review processes. Probationary, health plan eligible, variable hour, and seasonal employees are designated "at-will" employees.
- ~~(e)~~ *Benefits* means compensation for employment in addition to salary or wages offered by the city from time to time that may include health, dental, vision, life insurance, participation in a city-sponsored retirement plan, authorized leave accruals and paid holidays. Generally, when qualifying under the terms described in this article, an employee is eligible for benefits on the first day of the month following one full calendar month of employment.

Career progression means a system for advancement from one position to another in a career progression model based on time in a specific role and/or other objective metrics set by the appointing authority.
- ~~(f)~~ *City* means the City of Arvada.
- ~~(g)~~ *Day* means a calendar day unless otherwise specifically stated.

~~(h)~~ *Emergency service status position employee* means an employee designated ~~classified~~ by the appointing authority as an employee who is subject to call-back on a 24-hour basis in order to respond to an emergency. ~~and who is employed subject to their ability to respond to emergency situations.~~

Emergency situation means an unexpected event that requires immediate action to prevent or minimize harm to people, property, or the environment, as declared by the city manager or appointing authority.

~~(i)~~ *Exempt employee* means an employee who is not eligible for overtime pay under the Fair Labor Standards Act (FLSA), as determined by the city. All exempt employees shall be deemed salaried employees.

~~(j)~~ *Demotion* means a placement of an employee from one position to another position that has a lower maximum salary rate than the original position and less authority or responsibility.

~~(k)~~ *Disciplinary action* means a disciplinary suspension without pay, demotion, or other similar employment action taken in response to an employee's job performance or conduct.

~~(l)~~ *For-cause employee* means a regular employee who has successfully completed their probationary period and is subject to the pre-disciplinary, disciplinary, and administrative review processes.

~~(m)~~ *Good standing* means that an employee has an overall positive performance appraisal either from their annual review if available or as documented by the employee's immediate supervisor; the employee is not on extended probation nor a performance improvement plan; and the employee has no written reprimands or disciplinary actions in their official personnel file within the 12-month period prior to the assessment of good standing.

~~(n)~~ *Health plan eligible employee* means a variable hour or seasonal employee who has met the requirements to participate in the city sponsored health plan but is not otherwise eligible for city benefits.

~~(o)~~ *Job-share employee* means a probationary or regular employee who is scheduled to work between 20 and 29 hours per week, and whose position is denoted under the city's budget as a single full-time position, but whose duties are performed by two different employees. A job-share employee is scheduled to work a minimum of 20 hours per week.

~~(p)~~ *Non-exempt employee* means an employee eligible for overtime pay or compensatory time under the FLSA, as determined by the city.

~~(q)~~ *Probationary employee* means an employee hired into a regular full-time or regular part-time position identified in the city's budget and pay plan who has not been formally

evaluated and officially removed from probation by the appointing authority. Probationary employees are eligible for city benefits provided the employee meets the minimum hourly threshold for benefit eligibility set forth in this article.

~~(r)~~ *Project employee* means a current employee who has been assigned by the city manager to lead a project deemed necessary for the continued success of the city.

~~(s)~~ *Promotion* means the appointment of an employee to a job in a pay grade with a higher maximum rate and additional authority or responsibility: outside of a career progression model.

Reclassification or reclassified means change in a position's pay grade based on the results of a job evaluation. A position may be reclassified if there are significant changes in the duties, skills, qualifications, effort, or responsibilities of the position and such changes significantly affect the position's internal and market value.

~~(t)~~ *Regular employee* means an employee who has completed a probationary period and who has been removed from probationary status by the appointing authority. A regular employee may be a full-time employee, a part-time employee, or a job-share employee.

~~(u)~~ *Regular full-time employee* means an employee who is normally scheduled to work at least 40 hours per week and has successfully completed their probationary period. A regular full-time employee is eligible for city benefits.

~~(v)~~ *Regular part-time employee* means an employee who is normally scheduled to work less than 40 hours per week and has successfully completed their probationary period. A regular part-time employee is eligible for city benefits on a pro-rata basis. Regular part-time employees hired on or prior to December 31, 2014, must work a minimum of 20 hours per week to be eligible for benefits. Regular part-time employees, excluding job-share employees, hired or rehired on or after January 1, 2015, must work a minimum of 30 hours per week to be eligible for benefits.

~~(w)~~ *Seasonal employee* means an employee who is hired generally at the same time each year, such as in the spring or in the winter, and whose duties are typically associated with a function or operation that is performed during or because of seasonal conditions. A seasonal employee will not normally be deemed a health plan eligible employee unless, at the conclusion of a 12-month measurement designated by the city manager, the employee has worked an average of 30 or more hours per week during said measurement period.

~~(x)~~ *Transfer* means placement of an employee in a different position but with the same pay grade as the employee's original position.

~~(y)~~ *Variable hour employee* means an employee whose work schedule may not be uniform in the number of hours worked, but who is expected to work an average of 29 hours or less per week when hired. A variable hour employee will not normally be deemed a health plan eligible employee unless, at the conclusion of a 12-month measurement period

designated by the city manager, the employee has worked an average of 30 or more hours per week during said measurement period.

Sec. 70-36. Probationary period.

- (a) The probationary period is part of the selection process and will be utilized for the purpose of observing an employee's work and suitability for the position.
- (b) All employees ~~hired~~ ~~appointed~~, promoted, transferred, voluntarily reassigned, demoted, or reemployed after being separated from the city for more than 180 days shall be required to serve a regular probationary period. Employees re-employed in the same position within 180 days of separation of employment are not required to serve a probationary period unless the employee was still within their probationary period at the time of separation of employment. Employees who advance in a career progression model career are not required to serve a probationary period.
- (c) The probationary period for all employees who are in positions identified in the city's pay plan shall be 12 months. The probationary period for any employee may be extended, before the expiration of the initial probationary period, up to an additional six months, upon the approval of the appointing authority. At the successful completion of the probationary period, the employee becomes a regular employee.
- (d) Prior to the completion of an employee's probationary period, the appointing authority will submit a completed evaluation report on the employee's performance to the human resources department. In addition to this evaluation, the appointing authority will determine whether or not the employee is to be placed on regular status. The evaluation report will be reviewed with the employee by the supervisor and the employee will receive a copy. If the evaluation report is not available in time, the period may be extended by the appointing authority for a reasonable time, not to exceed six weeks; however, any subsequent increase in salary, or subsequent appointment to regular status, shall be made retroactive to the date on which the employee would normally have been eligible for regular status. The employee is still considered to be on probation until such a time the employee is officially removed from probation by the appointing authority. When the employee is officially removed from probation, the employee will receive a pay increase and the employee's performance evaluation date will be adjusted to the annual evaluation date established for regular employees.
- (e) In cases where an employee's performance is on a continuous and sustained level exceeding the requirements and expectations for the job, any portion of the last six months of the probationary period may be waived for those subject to a probationary period. When such action is recommended, the appointing authority will submit supporting evidence to the human resources department that the employee is performing at a level above that normally expected in the position. The employee will then receive a pay increase and the evaluation date will be adjusted to the annual evaluation date established for regular employees.

- (f) An appointing authority may dismiss an employee with or without cause at any time during the probationary period.
- (g) An employee ~~who is appointed by promotion~~ promoted or transferred but ~~who~~ does not satisfactorily complete the probationary period may, upon recommendation of the appointing authority, apply for a position in the class occupied by the employee immediately prior to the promotion or transfer, if a vacancy in that class exists at that time. If a vacancy does not exist, the employee will be terminated from employment.

Sec. 70-50.3. Reclassifications.

- ~~(a) Each fiscal year, the human resources department will evaluate changes to job descriptions to determine if a position should be reclassified in accordance with a policy established by the city manager.~~
- ~~(b) A reclassification is a change in a position's pay grade based on the results of a job evaluation. A position may be reclassified if there are significant changes in the duties, skills, qualifications, effort, or responsibilities of the position and such changes significantly affect the position's internal and market value.~~
- ~~(c) The job evaluation is performed for all new or reclassified positions.~~

Sec. 70-53. Appointment rate.

- (a) Initial hire. At the time of initial hire, ~~t~~The appointment rate will be determined based on an evaluation of an applicant's qualifications, including relevant education, training, and experience as compared to others in similar positions. Appointment rates above the middle of the pay grade may be paid with approval of the city manager or designee thereof. No position will be paid above the assigned salary grade maximum.
- (b) Rehire. The appointment rate for an employee who is rehired at the city after a layoff or voluntary resignation will be handled pursuant to section 70-39.
- (c) Transfer, promotion, demotion, or voluntary reassignment, or advancement in career progression. ~~The appointment rate for an employee upon transfer, promotion, demotion, or voluntary reassignment will be handled pursuant to section 70-59. If an employee is transferred, promoted, demoted, voluntarily reassigned, or advances in career progression, the appointment rate for the employee in the new position will be based on the employee's qualifications, including relevant education, training, experience, and seniority, as compared to others in similar positions. The new appointment rate will not be less than the minimum rate or more than the maximum rate for the new grade.~~

Sec. 70-59. Appointment rates upon transfer, promotion, demotion, or voluntary reassignment.

~~If an employee is transferred, promoted, demoted, or voluntarily reassigned, the rate of pay for the employee in the new position will be based on the employee's qualifications, including relevant education, training, experience, and seniority, as compared to others in~~

~~similar positions. This new pay amount will not be less than the minimum rate or more than the maximum rate for the new grade. The employee will serve a probationary period in the new position.~~

Sec. 70-64. Call-back pay.

~~Regular and probationary non-exempt employees who are called back to work outside of their regular work hours shall be paid in accordance with applicable federal and state laws and a policy established by the city manager. a minimum of two hours of overtime pay at one and one-half times the normal rate of pay. A regular or probationary non-exempt employee may choose to receive compensatory time in lieu of overtime pay. The two-hour minimum shall not apply when the overtime hours overlap with or coincide with the normal work hours. The employee's supervisor has the right to assign an employee under this provision to work on any other projects for the full two hours paid. Multiple callouts within any two-hour timeframe will count as one callout for this section. Call-back pay applies to non-exempt employees subpoenaed to appear in court on behalf of the city outside of their normal work hours.~~

Sec. 70-65. On-call pay.

~~Regular and probationary non-exempt employees assigned to be on-call for a set period and required to be available to respond to emergency situations on a 24-hour a day basis will be paid on-call pay in accordance with applicable federal and state laws and a policy established by the city manager. Such employees may not consume alcohol or any impairing controlled substances or drugs, including marijuana, during their on-call period and will need to respond to the emergency situation in a time frame determined by the employee's department. The employee shall be compensated, in addition to their regular pay, in accordance with a policy established by the city manager.~~

Sec. 70-66. Assignment pay.

~~Regular and probationary non-exempt employees assigned to be on call 24-hours per day for a continuous, consecutive and ongoing basis of 27 weeks or more and required to respond to an emergency situation will be paid assignment pay in accordance with applicable federal and state laws and a policy established by the city manager. Such employees may not consume alcohol or any impairing controlled substances or drugs, including marijuana, while on assignment and will need to respond to the emergency situation in a time frame determined by the employee's department. The employee shall be compensated in addition to their regular pay in accordance with a policy established by the city manager.~~

Sec. 70-103. Holiday leave.

(a) Holiday leave.

(1) Designated holidays. All regular and probationary full-time employees are granted ~~10~~ 13 eight-hour paid holidays each calendar year, to include:- Ten of these holidays are the following:

~~(1)~~ (i) New Year's Day;

~~(2)~~ (ii) Martin Luther King, Jr.'s Birthday;

~~(3)~~ (iii) Presidents' Day;

~~(4)~~ (iv) Memorial Day;

~~(5)~~ (v) Juneteenth;

~~(6)~~ (vi) Independence Day;

~~(7)~~ (vii) Labor Day;

~~(8)~~ (viii) Thanksgiving Day;

~~(9)~~ (ix) Day after Thanksgiving; and

~~(10)~~ —(x) Christmas Day.

(2) Part time employees. Regular and probationary part-time employees will receive holiday pay on a pro rata basis, as determined by the part-time employee's work schedule.

(3) Observance. Holidays that fall on a weekday will be observed between 12:00 A.M. to 11:59 P.M. of the day on which the holiday occurs. If a holiday occurs on Saturday, the preceding Friday will be observed. If a holiday occurs on a Sunday, the following Monday will be observed.

(4) Regularly scheduled work.

(i) Regular and probationary full-time employees. If a regular or probationary full-time employee is scheduled to work on a city designated holiday, the employee will record regular hours worked. The employee will then have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.

(ii) Non-exempt health plan eligible; variable hour; and seasonal employees. In lieu of holiday pay, a non-exempt health plan eligible, variable hour, or seasonal employee required to work on a city-designated holiday will be compensated at a rate equal to one and a half times the employee's regular hourly rate of pay for all hours worked during that holiday. When a holiday falls on a Saturday or Sunday

and is observed by the city on an alternate day (Friday prior or Monday following), the appointing authority shall determine which day of work (the holiday or the city observed day) the non-exempt health plan eligible, variable hour, or seasonal employee will receive the additional compensation provided herein. The employee may only receive the additional pay for one day per holiday.

(5) *City emergency.* In the event of a city emergency, as designated by the city manager or appointing authority, a non-exempt regular or probationary employee who is called in to work in an emergency service status on a designated city holiday, whether on the day the holiday occurs or day the holiday is observed, will receive both holiday pay and either overtime pay or compensatory time in lieu of overtime pay, for hours worked on the designated holiday. This section does not apply to an employee who is regularly scheduled to work on a designated holiday.

(6) *Vacation, sick leave, or extended care leave.* When a holiday occurs during an employee's vacation, the employee may use the holiday time. Vacation leave is not charged for that holiday. If an employee is on sick leave on a holiday, the employee may use the holiday time. Sick leave is not charged for the holiday. If an employee is scheduled to work on a holiday and is sick, holiday leave is not charged for the scheduled work day. If an employee is on extended care leave on a holiday, the employee must use extended care leave. The employee will then have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.

(7) *Administrative leave.* Regular and probationary employees who are on administrative leave on a designated holiday will charge their time to administrative leave for that day and will have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.

~~(b) Holiday means the period between midnight (12:00 a.m.) to 11:59 p.m. of the day on which the holiday occurs.~~

~~(e)-(b) *Floating holiday leave.*~~

~~(1) The remaining 24 holiday hours are floating holidays and~~ All regular and probationary full-time employees are granted 24 floating holiday leave hours per calendar year. Floating holiday will be scheduled and taken between the first and last pay period of the current year by each employee with the approval of the employee's supervisor. In the case of employees assigned to shift work, whose services are required on a 24 hours-per-day or seven days-per-week basis, the holidays shall be set out in the employee's annual work schedule in a time convenient to both the employee and the city.

(2) If a probationary employee is hired between February and December, the probationary employee will receive a pro rata amount of floating holiday time for

the first calendar year of employment. The amount received will equal two hours for each month of employment during the calendar year in which the probationary employee is hired. For example, an employee hired in November will receive four hours of floating holiday time for the first calendar year. The time will be placed in the employee's floating holiday accrual in one lump sum.

~~(d)~~ (c) Departure from the city. Upon ~~termination~~ departure from the city, an employee will be paid for any unused holiday time for holidays that have already occurred. Any holiday time used, but unearned at the time of termination, will be deducted from accrued leaves or final pay. Floating holiday will be considered as "earned" at a rate of two hours per month.

~~(e) When a holiday occurs on Saturday, the preceding Friday will be observed; when it occurs on Sunday, the following Monday will be observed. When a holiday occurs during an employee's vacation, the employee may use the holiday time. Vacation is not charged for that holiday. If an employee is on sick leave on a holiday, the employee may use the holiday time. Sick leave is not charged for the holiday. If an employee is scheduled to work on a holiday and is sick, holiday leave is not charged for the scheduled work day. If an employee is scheduled to work on one of the nine designated holidays the employee will record regular hours worked. The employee will then have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.~~

~~(f) Regular and probationary part-time employees will receive holiday pay on a pro rata basis, as determined by the part-time employee's work schedule.~~

~~(g) Regular and probationary employees who are on administrative leave on a designated holiday will charge their time to administrative leave for that day and will have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.~~

Sec. 70-105.4. Sick leave bank.

An employee who is facing a life-threatening illness, ~~or injury, or domestic violence situation~~ may apply for additional sick leave from the sick leave bank provided all other leaves have been exhausted. The creation and employee use of the sick leave bank is governed by a policy established by the city manager.

Sec. 70-112. Bereavement leave.

(a) An employee will be granted up to 40 hours of bereavement leave per incident (pro rata for part-time employees) ~~of bereavement leave~~ for the death of an immediate family member, including fertility loss, with the approval of the employee's direct supervisor. For purposes of bereavement leave ~~this section~~ an "immediate family member" is a person who is related to an employee by blood, marriage, civil union, or adoption; a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or a person for whom the employee is

~~responsible for providing or arranging health- or safety-related care. consists of an employee's spouse, child, parent, sibling, grandparent, grandchild, (including natural, step, adopted, foster, or in-law relationships).~~ This also includes any other relative or person who the employee identifies as the employee's significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.

- (b) The appointing authority may grant additional time if deemed appropriate at the written request of the employee for an occurrence, such as an out-of-state funeral.
- (c) An employee may also be granted ~~up to four hours of~~ bereavement leave to attend the funeral of a recently deceased city employee. ~~provided that~~ Bereavement leave granted for this ~~such~~ purpose ~~does~~ will not exceed the actual time necessary for attending the funeral and reasonable travel time as determined and approved by the employee's immediate supervisor.

Sec. 70-143. Employee conduct.

- (a) City values and expectations. The city expects all employees to be accountable for their work-related conduct and for performing their job duties to the highest professional standards at all times. ~~The city reserves the right, in all instances, to impose discipline, up to and including dismissal. Discipline is imposed solely at the discretion of the city, based on its evaluation and in consideration of relevant factors and circumstances. The city expects all employees to adhere to the following city values:~~

- (1) Professionalism

- (i) Employees are expected to relate to all individuals tactfully and in a manner that is appropriate for the workplace and the given situation.
 - (ii) Employees are expected to establish appropriate and collaborative relationships.

- (2) Ethics and integrity

- (i) Employees are expected to be true to their word, act honestly and authentically.
 - (ii) Employees are expected to be trustworthy and act in the best interest of the organization and the community.
 - (iii) Employees are expected to avoid relationships or activities that might impair the ability to make effective and fair decisions when performing their jobs.

- (3) Accountability

- (i) Employees are expected to deliver on commitments or responsibilities.
- (ii) Employees are expected to take ownership and accept responsibility for words, actions, decisions and results.

(4) Respect

- (i) Employees are expected to act and treat each person with fairness, dignity and compassion.

(5) Inclusion and diversity

- (i) Employees are expected to foster a welcoming environment for all employees and customers.
- (ii) Employees are expected to be considerate of different backgrounds and perspectives, and actively learn from the experiences, viewpoints and perceptions of others.

(6) Compliance

- (i) Employees are expected to respect and comply with laws, rules, regulations, policies, procedures, systems and processes.

(b) ~~Employees not meeting the definition of "regular employee" will be given performance expectations and feedback as deemed appropriate by the city, but at all times will be deemed as at-will employees. Such employees shall be subject to the standards of conduct stated in subsection (d). However, under no circumstances should the rules contained in this section be construed to create "for cause" employment for any such employee.~~ Discipline and misconduct. A supervisor or appointing authority or designee thereof may discipline an employee for cause. Such discipline may include a verbal or written reprimand, suspension without pay, demotion, or dismissal. Examples of performance or conduct applicable to all city employees, regardless of status, that could result in discipline are presented in the list below. This list is not considered all-inclusive, as the city cannot anticipate all behaviors of an employee. Other non-protected actions that have a negative impact on an employee's performance or the effective functioning of the city may result in disciplinary action. Individual departments may also have specific rules, regulations, or policies that describe performance or conduct. The violation of any departmental rule, regulation, or policy may also warrant disciplinary action.

(1) Misconduct involving honesty and integrity.

- (i) Any false statement made on an application for employment or any other form or application submitted to or required by the city, or omission of information that might affect the applicant or employee unfavorably.

- (ii) Being untruthful, misleading, or uncooperative during an administrative investigation or about any job-related matter.
- (iii) Mishandling or unauthorized disclosures of confidential city information.
- (iv) Having an undisclosed financial interest, direct or indirect, in any contract with the city, or having an undisclosed financial interest, directly or indirectly, in the sale of any land, materials, supplies, or services to the city.
- (v) Engaging in any business, activity, or transaction in which an employee has a substantial financial or personal interest, direct or indirect, that might reasonably be expected to interfere with the ability of the employee to perform their duties.
- (vi) Using the employee's employment, position, badges, or credentials for preferential treatment, commercial or personal gain, or in any other manner not authorized by the city or allowing any individual unauthorized access to or use of a city badge, insignia, or credential.
- (vii) Attempting to influence an employment decision for the benefit of a member of the employee's immediate family.
- (viii) Falsification, destruction, or unauthorized use of any city records, reports, or other data or information belonging to the city.

(2) Misconduct involving property.

- (i) Theft or misuse of city money or property.
- (ii) Misusing, destroying, or damaging any city property or property of another employee or customer.

(3) Misconduct against persons.

- (i) Any abusive or disrespectful treatment of any person for any reason, particularly if based on race, religion, color, sex, gender, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, disability, or any other protected characteristics as established by law. This includes physical or verbal confrontations, insults, intimidation, threats, derogatory or vulgar language or actions, excessive gossiping or spreading of rumors, and any other inappropriate language or behavior while at work.

(4) Misconduct related to safety.

- (i) Unauthorized possession of weapons or explosives on city premises or utilization of any object as a weapon.
- (ii) Possession, purchase, manufacture, dispensing, use, sale, or being under the influence of controlled substances, marijuana, or alcohol while on the job when not medically required or when it is a requirement of the job.
- (iii) Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions.
- (iv) Failure to report violations of safety policies, procedures, or adhering to reporting requirements.
- (v) Failure to properly use or enforce the use of safety gear, clothing, or equipment.

(5) Misconduct related to customer and public service.

- (i) Conduct detrimental to customer service or city operation.
- (ii) Seeking nomination or election to the Arvada City Council.
- (iii) Engaging in any federal, state, county, or local political campaigning during an employee's working hours.
- (iv) Engaging in personal business or outside employment while on the job.

(6) General misconduct.

- (i) Violation of any national, state, or local law when the misconduct would interfere with an employee's performance of their job or undermine public trust in the integrity of the city. The city may consider such conduct a violation of its rules or procedures regardless of a conviction.
- (ii) Insubordination, failure, or refusal to comply with directives, orders, or assignments.
- (iii) Incompetence, inattention to duties, horseplay, wastefulness, or sleeping while on the job.
- (iv) Using city vehicles, equipment, property, social media, or other technological resources for unauthorized personal use.

- (v) Unauthorized absence from work and failure of employee to communicate with supervisor before that shift.
 - (vi) Excessive absences or excessive tardiness as determined by the employee's appointing authority or failure to work or report to supervisor for two consecutively scheduled days.
 - (vii) Engaging in any unprotected activity that interferes with an employee's or any other employee's performance on the job.
 - (viii) Failure to report any violations of ordinances, statutes, charter, personnel policies, administrative regulations, or department rules by any city employee or failure to report a conviction or plea to a misdemeanor or felony.
 - (ix) Inability to perform job duties or substandard performance of assigned duties.
 - (x) Failure to maintain an appropriate personal appearance as established by city or departmental policy, including failure to maintain appropriate personal hygiene.
 - (xi) Violation of any departmental or city rule, regulation, policy, or procedure.
 - (xii) Failure to obtain or maintain a required certification, license, or training as a condition of employment.
 - (xiii) Allowing unauthorized access of individuals to restricted areas of city facilities, materials, or equipment.
 - (xiv) Any other action by an employee which in the opinion of management warrants discipline or discharge and which a reasonable person would expect to result in disciplinary action either because it affects the employee's performance, the effectiveness of the city, including other employees, or undermines safety or public trust in the integrity of the government.
- (c) ~~Discipline procedure for regular employees. A supervisor or an appointing authority or their designee may reprimand a regular employee for cause. Such discipline may include reprimand, suspension without pay, demotion, or dismissal.~~ Investigations of violations of employee conduct rules or regulations will be performed by the appointing authority or their designee, or the human resources department. Responsibility for investigations may be transferred to other authorized individuals in certain situations such as, but not limited to, allegations of violence, retaliation, or harassment based on race, religion, color, sex, gender, sexual orientation, gender identity, gender expression, national origin, ancestry,

citizenship status, marital status, pregnancy, age, medical condition, handicap, disability, or any other protected characteristics as established by law.

~~(d) Standards of conduct. Examples of performance or conduct applicable to all city employees, regardless of status, are presented in the list below. This list is not considered all-inclusive as the city cannot anticipate all behaviors of an employee. Other non-protected actions that have a negative impact on an employee's performance or the effective functioning of the city may result in disciplinary action. Individual departments may also have specific rules, regulations, or policies that describe performance or conduct. The violation of any departmental rule, regulation, or policy may also warrant disciplinary action.~~

- ~~(1) — Any false statement made on an application for employment or any other form or application submitted to or required by the city, or omission of information that might affect the applicant or employee unfavorably.~~
- ~~(2) — Conduct detrimental to customer service or city operation.~~
- ~~(3) — Theft or misuse of city money or property.~~
- ~~(4) — Violation of any national, state, or local law when the misconduct would interfere with an employee's performance of their job or undermine public trust in the integrity of the city. The city may consider such conduct a violation of its rules or procedures regardless of a conviction.~~
- ~~(5) — Misusing, destroying, or damaging any city property or property of another employee or customer.~~
- ~~(6) — Abusive treatment or disrespect of any person including, but not limited to, physical or verbal confrontations, insults, or derogatory comments based on race, religion, color, sex, gender, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, handicap, disability, or any other protected characteristics as established by law.~~
- ~~(7) — Unauthorized possession of weapons or explosives on city premises or utilization of any object as a weapon.~~
- ~~(8) — Insubordination, failure, or refusal to comply with directives, orders, or assignments.~~
- ~~(9) — Falsification, destruction, or unauthorized use of any city records, reports, or other data or information belonging to the city.~~
- ~~(10) — Being untruthful, misleading, or uncooperative during an administrative investigation or about any job-related matter.~~

- ~~(11) — Mishandling or unauthorized disclosures of confidential city information.~~
- ~~(12) — Immoral conduct or indecency, vulgar, threatening, insulting, or abusive language while on the job, including excessive gossiping or spreading rumors.~~
- ~~(13) — Incompetence, inattention to duties, horseplay, wastefulness, or sleeping while on the job.~~
- ~~(14) — Possession, purchase, manufacture, dispensing, use, sale, or being under the influence of controlled substances, marijuana, or alcohol while on the job when not medically required or when it is a requirement of the job.~~
- ~~(15) — Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions.~~
- ~~(16) — Failure to report violations of safety policies, procedures, or adhering to reporting requirements.~~
- ~~(17) — Failure to properly use or enforce the use of safety gear, clothing, or equipment.~~
- ~~(18) — Engaging in personal business or outside employment while on the job.~~
- ~~(19) — Attempting to influence an employment decision for the benefit of a member of the employee's immediate family. Immediate family means the employee's spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, (including natural, step, adopted, foster, or in-law relationship). This also includes a person who the employee identifies as their significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.~~
- ~~(20) — Having an undisclosed financial interest, direct or indirect, in any contract with the city, or having an undisclosed financial interest, directly or indirectly, in the sale of any land, materials, supplies, or services to the city.~~
- ~~(21) — Engaging in any business, activity, or transaction in which an employee has a substantial financial or personal interest, direct or indirect, that might reasonably be expected to interfere with the ability of the employee to perform their duties.~~
- ~~(22) — Seeking nomination or election to the Arvada City Council.~~
- ~~(23) — Engaging in any federal, state, county, or local political campaigning during an employee's working hours.~~

- ~~(24) Using the employee's employment, position, badges, or credentials for preferential treatment, commercial or personal gain, or in any other manner not authorized by the city. Allowing any individual unauthorized access to or use of a city badge, insignia, or credential.~~
 - ~~(25) Using city vehicles, equipment, property, social media, or other technological resources for unauthorized personal use.~~
 - ~~(26) Unauthorized absence from work and failure of employee to communicate with supervisor before that shift. Guidelines for reporting may be established by each department.~~
 - ~~(27) Excessive absences or excessive tardiness as determined by the employee's appointing authority or failure to work or report to supervisor for two consecutively scheduled days.~~
 - ~~(28) Engaging in any unprotected activity that interferes with an employee's or any other employee's performance on the job.~~
 - ~~(29) Failure to report any violations of ordinances, statutes, charter, personnel policies, administrative regulations, or department rules by any city employee or failure to report a conviction or plea to a misdemeanor or felony.~~
 - ~~(30) Inability to perform job duties or substandard performance of assigned duties.~~
 - ~~(31) Failure to maintain an appropriate personal appearance as established by city or departmental policy, including failure to maintain appropriate personal hygiene.~~
 - ~~(32) Violation of any departmental or city rule, regulation, policy, or procedure.~~
 - ~~(33) Failure to obtain or maintain a required certification, license, or training as a condition of employment.~~
 - ~~(34) Allowing unauthorized access of individuals to restricted areas of city facilities, materials, or equipment.~~
 - ~~(35) Any other action by an employee which in the opinion of management warrants discipline or discharge and which a reasonable person would expect to result in disciplinary action either because it affects the employee's performance, the effectiveness of the city, including other employees, or undermines safety or public trust in the integrity of the government.~~
- ~~(e) Investigations of violations of employee conduct rules or regulations will be performed by the appointing authority or their designee, or the human resources department. Responsibility for investigations may be transferred to other authorized individuals in~~

~~certain situations such as, but not limited to, allegations of violence, retaliation, or harassment based on race, religion, color, sex, gender, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, handicap, disability, or any other protected characteristics as established by law.~~

Sec. 70-168. Internal complaint and grievance procedures.

~~(a) The city has two methods by which an employee may file a formal complaint: the internal complaint resolution process and the internal grievance procedure.~~

~~(b_a) The city's complaint resolution process, detailed in section 70-168.1, applies when an employee has a complaint regarding a specific situation relating to:~~

- ~~(1) Working conditions, working practices, or health or safety practices;~~
- ~~(2) Decisions made pursuant to department or city policies;~~
- ~~(3₂) A reprimand that does not involve a suspension without pay, step reduction in pay, or demotion; or~~
- ~~(4₃) Performance appraisal concerns.~~

~~(e_b) The city's grievance process, detailed in section 70-168.2, applies when an employee:~~

- ~~(1) Believes the city has not followed any article or ~~and~~ section of the City's personnel rules or policies; or~~
- ~~(2) Believes the city is not providing the employee with the wage, salary, or benefits to which the employee is entitled because of their position.~~

Sec. 70-168.1. Complaint resolution process.

~~(a) If an employee has a complaint regarding a specific incident arising from a situation described in section 70-168(~~a_b~~), the employee may file a formal complaint by following the city's complaint resolution process stated below:~~

- ~~(1) Step 1. Within ten days of the event at issue or within ten days from the date where the employee should have known of the event at issue, tThe employee shall should first attempt to resolve the issue(s) by both notify the human resources department of the complaint and discuss the issueing it with their immediate supervisor within ten days of the event at issue. The immediate supervisor shall consider the points raised by the employee during the said discussion and complete any necessary investigation. Following the discussion, the immediate supervisor shall issue a written decision on the issue and provide the decision to the employee within ten days of the discussion. The supervisor shall provide a copy of the written decision to the human resources department.~~
- ~~(2) Step 2. If the issue situation is not resolved within ten days from the time the complaint is diseussed with the If Step 1 does not resolve the issue matter,~~

~~barring extenuating circumstances, it should be brought to the~~ and the employee wishes to proceed with the complaint, the employee shall bring the complaint to the attention of the next level supervisor in writing within ten days of the issuance of the immediate supervisor's written decision. ~~with written documentation.~~ The employee shall provide a copy of the written complaint to the human resources department. The next level supervisor shall consider the written documentation provided by the employee and immediate supervisor, and complete any necessary investigation. The next level at supervisor shall issue a written decision on the issue within ten days of receiving the written documentation from the employee and immediate supervisor. ~~has ten days to respond to the employee in writing.~~ The next level supervisor shall provide a copy of the written decision to the human resources department.

- (3) *Step 3.* ~~Theis process in Step 2 may be repeated with each higher level of management, including the employee's department director. This is the final step for performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, or demotion.~~ For performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay; or demotion, the decision of the department director is final in this administrative process.
- (i) If the employee's department director under this Step 3 is also the city manager, the city manager will render a decision in a manner consistent with Step 4, including the 20-day timeline. Any decision made by the city manager is final in this administrative process. This administrative process then ends and the employee is not entitled to any further review under Step 4.
- (4) *Step 4.* ~~If the employee is not satisfied with the department director's decision regarding a complaint about working conditions, working practices, or health or safety practices, or decisions made pursuant to department or city policies does not resolve the issue matter, the employee shall bring the complaint to the city manager in writing within~~ has ten days of ~~from~~ receipt of the department director's decision. ~~to bring the issue to the city manager with written documentation.~~ The city manager will review the written documentation from the employee and employee's supervisor(s) and complete any necessary investigation. The city manager will respond to the employee in writing within 20 days of receiving the written documentation. The decision of the city manager is final in this administrative process. The city manager will provide a copy of the written decision to the human resources department.
- (b) ~~The city manager will respond to the employee within 20 days, barring extenuating circumstances. The decision of the city manager is final in this administrative process.~~
- (eb) If the employee's immediate supervisor, next level supervisor manager, ~~or~~ department director, or city manager fails to respond to a complaint at any step of the process within

the specified time limit, it will be considered a denial of the complaint. If the employee still wishes to proceed, the employee must proceed to the next step of the complaint resolution process, if any, within the time limits provided as if a formal denial had been rendered on the last day allowed for the supervisor, next level supervisor manager, or department director, to respond. In the event the employee does not appeal a complaint from one step to the next ~~step~~ within the time limits specified, the complaint shall be considered resolved on the basis of the last response by the immediate supervisor, next level supervisor manager, or department director, or city manager as the case may be. With the agreement of both parties in writing, time limits may be extended.

- (d) The city will not permit retaliation or discrimination against anyone who raises a complaint under this process.

Sec. 70-168.2. Grievance procedure.

- (a) If an employee has a grievance described about the topics stated in section 70-168(b), the employee may file a grievance by following the city's grievance procedure stated below:

- (1) *Step 1.* Within ten days of the event occurrence giving rise to the grievance or within ten days in which the employee should have known of the event giving rise to the grievance, the employee shall will communicate the grievance in writing to their immediate supervisor within ten days of the occurrence giving rise to the grievance. The grievance must include a description of the situation and the article and section of the personnel rules which the employee believes the city has not followed, and the name of the employee's immediate supervisor and department manager, if applicable. The employee shall provide a copy of their written grievance to the human resources department. The immediate supervisor will review the grievance and conduct any necessary investigation. The immediate supervisor shall issue a written decision on the grievance and provide the decision to the employee within ten days of the discussion. has ten days to respond to the grievance in writing after its receipt of the grievance. The immediate supervisor shall provide a copy of the written decision to the human resources department.
- (2) *Step 2.* If Step 1 does not resolve the grievance ~~matter~~ and the employee wishes to proceed with ~~continue pursuit of the grievance~~, the employee must file the original a written grievance with the employee's department director and provide a copy of said grievance ~~transmit copies to~~ to the director of human resources within ten days of the immediate supervisor's written response, the step 1 response. The employee's department director head shall review the employee's grievance and the immediate supervisor's written response, and conduct any necessary investigation. The department director will shall respond in writing within ten days of receipt of the employee's written grievance. The director of human resources is not required to respond at this step 2. The department director shall provide a copy of the written decision to the human resources department.

- (i) If the employee's immediate supervisor is the employee's department director, the employee shall proceed to Step 3.
- (3) *Step 3.* If Sstep 2 does not resolve the grievance and the employee wishes to proceed with the grievance, the employee shall ~~must~~ file the following ~~information~~ with both the city manager and the director of human resources within ten days of receipt of the department director's written response:
 - (i) A copy of the original written grievance;
 - (ii) All ~~The~~ written responses from the immediate supervisor and department director, as applicable; and
 - (iii) A request that the city manager appoint a grievance advisory committee, if desired.
- (4) *Step 4.* The city manager will review the submission of materials submitted by the employee in Sstep 3 and determine whether to appoint, in their sole discretion, a grievance advisory committee or render a decision based on their analysis of the grievance. The city manager may elect to appoint a grievance advisory committee without a request by the employee to do so. Regardless of whether the city manager elects to appoint a grievance advisory committee, the city manager will make a determination in regards to the appointment of a grievance advisory committee and notify the employee of the decision within ten days of the receipt of the written grievance.
 - (i) Grievance Advisory Committee.
 - (i-a) The city manager, ~~in their sole discretion,~~ may appoint a grievance advisory committee consisting of three members who will investigate the grievance and submit findings and recommendations to the city manager. Committee members must be appointed within seven days of the city's manager's notification to the employee of the decision to appoint a grievance committee. One member will be selected by the employee committee president, one member will be appointed by the city manager, and those two members will select a third city employee to serve as the third member of the grievance advisory committee. If, however, the two members are unable to agree on the third member or the employee committee fails to appoint a member within seven days from receipt of notice from the city manager, the vacant position will be appointed by the city manager.
 - (ii-b) After the final member has been appointed, the grievance advisory committee has 30 days to review the submitted grievance and submit its findings and recommendations to the city manager. The committee expires with the submission of its findings and

recommendations to the city manager. The grievance advisory committee may conduct interviews, review documents, and pursue any information they believe necessary in the course of their review.

(ii) City manager analysis.

(a) If the city manager appoints a grievance advisory committee, the city manager will render a decision based on their analysis of the situation taking into account the findings and recommendations made by the grievance advisory committee. The city manager's decision is not required to be consistent with the recommendation of the grievance advisory committee.

(~~iii~~-b) If the city manager chooses not to appoint a grievance advisory committee, the city manager may move forward with rendering a decision based on their analysis of the situation. The city manager may conduct interviews, review documents, and pursue any information they believe necessary in the course of their review.

(~~iv~~-iii) Timeline for Decision. The city manager will issue a written ~~render a~~ decision within 30 days from the date the grievance advisory committee submits its findings and recommendations. If the city manager does not appoint a grievance committee, the city manager has ~~or~~ 45 days from the date the employee submitted the information in Step 3 to the city manager to issue a written decision. ~~if the city manager elects not to appoint a grievance advisory committee.~~ The decision of the city manager is final in this administrative process. The city manager shall provide a copy of the written decision to the human resources department.

(b) If the employee's immediate supervisor, ~~or the department director,~~ or city manager fails to respond to a grievance at any step of the procedure within the specified time limit, it will be considered denial of the grievance. If the employee wishes to proceed, the employee must appeal to the next step of the grievance procedure within the time limits provided as if a formal denial had been rendered on the last day allowed for the immediate supervisor, department director, or city manager ~~city~~ to respond. In the event the employee does not appeal a grievance from one step to the next step within the time limits specified, the grievance shall be considered resolved on the basis of the last response by the immediate supervisor, ~~or department director,~~ or city manager as the case may be. With the agreement of both parties in writing, time limits may be extended.

(c) An email shall constitute a writing for the purposes of this section.

(d) The city will not permit retaliation or discrimination against anyone who files a grievance ~~follows~~ under this ~~grievance~~ process.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

SUBJECT: CB25-001, An Ordinance Repealing and Reenacting Article IV, Tax Relief, of Section 98, Taxation, of the Arvada City Code (Ordinance No. 4887) (Presenter: Bryan Archer, Director of Finance)

Report in Brief

PRESENTER: Bryan Archer, Finance Director

The Revenue team in the Finance Department administers the "Rebate Program" under the "Tax Relief" section of the Arvada City Code. From time to time, changes need to be made to this program to better meet the needs of the Arvada residents. The proposed changes include adjustments to the eligibility, the annual dollar amount, language revisions, and cleanup of the definitions. The new program, as proposed, will remove barriers for Arvada residents and allow a greater number to qualify for the rebate.

The Arvada team recommends that the City Council approve CB25-001, An Ordinance Repealing and Reenacting Article IV, Tax Relief, of Section 98, Taxation, of the Arvada City Code.

Financial Impact

The 2025 budget for the rebate program is \$142,772 and is funded entirely by the General Fund. The program will run until we have exhausted the funds or the application time period has ended. Payments will be made on a first come, first served basis.

Background

The Revenue team assesses the annual rebate program after every year is completed. Over the past couple of years, the team has noticed that less and less of the Arvada residents are eligible due to the more restrictive nature of the current requirements. The Revenue team, working with the Housing and Legal teams, created the proposed revisions to the code to make the ordinance more inclusive. With these new revisions, more Arvada residents will be eligible for the rebate. The Revenue team also recalculated what the average individual, or family, that meets the criteria would spend in Arvada on sales tax for food. The 2025 budget should be sufficient to cover the additional rebate amount along with the increased number of eligible residents.

Discussion

The revised ordinance expands the eligibility criteria, allows the director of finance to establish a rebate amount pursuant to a rebate schedule, and generally updates the definitions and language within Article IV of Chapter 98 of the Arvada City Code.

Under the current program, an applicant is only eligible for a rebate if they meet HUD's definition of "Very Low Income" and satisfy one of the following criteria: (1) the applicant is 65 years of age or older; (2) the applicant is the head of household; (3) the applicant is unmarried, between the ages of 55 and 65 and does not share the household with another adult; or (4) the applicant is disabled as defined in A.C.C. Sec. 98-192(1)(d).

Under the proposed revisions, a resident is eligible for the rebate when: (1) the applicant's total household income from all income sources, including household member income, does not exceed the HUD income limit corresponding to the applicant's household size and using the HUD income limit for the fiscal year during which the applicant is applying for the rebate

program; (2) the applicant and any household members reside within the Arvada city limits; and the applicant and any household members have not already received a rebate for the fiscal year for which the applicant is applying.

By making this change, the rebate program will become more inclusive and the number of individuals and families that will qualify for the rebate will increase.

The current rebate amount under the current program is \$85 for the first person and \$50 for each additional person. This amount has been in place for a few years now and needs to be adjusted due to inflation. The Revenue Manager has recalculated what an average individual or family that meets the income criteria would spend on food in Arvada for a calendar year. This number was then multiplied by the current Arvada Sales Tax rate to come up with a better estimate of what the rebate should be. The new proposed amounts are \$100 for the first person and \$65 for each additional qualifying household member. These amounts will be included in the new rebate schedule as opposed to directly written into the Code to allow for increased flexibility to modify the amounts based on inflation and other applicable factors.

By making this change, the rebate program will be more reflective of the current amount of Arvada sales tax that an individual or family would pay in a calendar year on food purchases.

Finally, the updates to the language and definitions better reflect the new criteria in the proposed Ordinance and clean up and outstanding antiquated references.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

This ordinance supports the City Council's strategic result "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

Approve - If City Council votes in favor of the changes, the new ordinance will take effect before the 2025 rebate period.

Deny - If City Council votes to deny the changes to the ordinance, the current program will remain in place.

Recommendation for Action

The Arvada team recommends that the City Council approve CB25-001, An Ordinance Repealing and Reenacting Article IV, Tax Relief, of Section 98, Taxation, of the Arvada City Code.

Suggested Motion:

I move that CB25-001, An Ordinance Repealing and Reenacting Article IV, Tax Relief, of Section 98, Taxation, of the Arvada City Code, be (approved on final reading, numbered 4887 and ordered published by title only) (rejected)

Prepared by:
Chris Koch, CCO Admin

SUBJECT: CB25-001, An Ordinance Repealing and Reenacting Article IV, Tax Relief, of Section 98, Taxation, of the Arvada City Code (Ordinance No. 4887) (Presenter: Bryan Archer, Director of Finance)

PAGE: 3
ITEM: 10.A.

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	1/2/2025
Bryan Archer, Director of Finance	1/2/2025
Gail Walker, Legal Specialist-Contracts	1/9/2025
Laura Hemler, Assistant City Attorney	1/9/2025
Nora Steenson, Deputy City Attorney	1/9/2025
Rachel Morris, City Attorney	1/14/2025
Linda Haley, Acting City Manager	1/14/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-001
ORDINANCE NO. 4887

AN ORDINANCE REPEALING AND REENACTING ARTICLE IV, TAX RELIEF, OF
SECTION 98, TAXATION, OF THE ARVADA CITY CODE

WHEREAS, the City of Arvada, Colorado, ("City"), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City has operated a rebate program that provides financial assistance to low-income residents since 2010; and

WHEREAS, the rebate program is set forth in Article IV of Chapter 98 of the Arvada City Code; and

WHEREAS, significant portions of Article IV of Chapter 98 have not been updated since the City implemented the rebate program in 2010; and

WHEREAS, the Arvada City Council now wishes to update Article IV of Chapter 98 to conform with current City practices and expand the eligibility criteria for the rebate program.

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

Section 1. Article IV, Tax Relief, of Chapter 98, Taxation, of the Arvada City Code is hereby repealed and reenacted to read as follows:

"Article IV. TAX RELIEF

DIVISION 1. PURPOSE AND DEFINITIONS.

Sec. 98-121. Legislative intent and purpose.

The city recognizes that low-income residents may face challenges associated with the rising cost of living and taxes. In furtherance of this recognition, the city wishes to provide financial assistance to qualifying, low-income residents in the form of a rebate program. The City Council intends for this rebate program to promote resident welfare by easing the hardship caused by the increasing cost of living and city sales tax. The City Council finds that this rebate program, as set forth in this article, is necessary and directly related to the public's health, safety, and welfare.

Sec. 98-122. Definitions.

Applicant means a person that applies to receive financial assistance under the rebate program.

Household member means a person living with an applicant on a consistent basis.

City manager means the Arvada city manager or their designee.

Director means Arvada's director of finance or their designee.

Household income means the combined gross income of all persons (applicant and any household members) who live together and share expenses and resources, such as rent or mortgage payments, utilities, food, and other domestic expenses.

HUD income limit means the income limit for the "very low-income" category established by the U.S. Department of Housing and Urban Development for the State of Colorado under the listing for Denver.

Qualified applicant means an applicant who meets the eligibility criteria set forth in Section 98-152 and has been approved by the city to receive a rebate.

Rebate means the cash amount paid to a qualified applicant under the rebate program set forth in this article.

Secs. 98-123 – 98-150. Reserved.

DIVISION 2. REBATE PROGRAM

Sec. 98-151. Administration authority.

The director is authorized and directed to implement, administer, and enforce the provisions of this article and the rebate program. The director may:

- (a) Implement, administer, and enforce any processes, requirements, or regulations for the rebate program;
- (b) Establish a rebate schedule determining the rebate amount for an applicant and any household member considering the city's budget;
- (c) Determine the form and requirements for the rebate program application;
- (d) Review, approve, and reject applications submitted to the rebate program;
- (e) Report any suspected fraudulent application information to the appropriate authorities;
and
- (f) Otherwise implement, administer, and enforce the provisions of this article.

Sec. 98-152. Eligibility.

An applicant is eligible to receive the financial assistance stated in Section 98-155 if:

- (a) The applicant's total household income from all income sources, including household member income, does not exceed the HUD income limit corresponding to the applicant's household size and using the HUD income limit for the fiscal year during for which the applicant is applying for the rebate program;
- (b) The applicant and any household members reside within the Arvada city limits; and
- (c) The applicant and any household members have not already received a rebate for the fiscal year for which the applicant is applying.

Sec. 98-153. Application requirements.

- (a) *Application requirements.* An applicant seeking financial assistance through the rebate program shall submit a completed application, meet all the requirements set forth in the application, provide any documents required by the director to support the application, and satisfy any other requirements established by the director.
- (b) *Application submission.* An applicant must submit an application by a deadline established by the director in a format determined to be appropriate by the director.
- (c) *Application changes.* In the event the applicant's information changes while an application is pending, the applicant must notify the director of the changes.

Sec. 98-154. Director review; approval and rejection.

- (a) *Review.* The director will review each submitted application to determine whether an applicant or household member meets the eligibility criteria set forth in Section 98-152. The director may seek clarification or additional documentation from the applicant to support the application.
- (b) *Approval.* The director must approve an application showing, to the director's satisfaction, that the applicant and any household member is qualified. Upon such approval, the director shall inform the qualified applicant in writing, calculate the rebate amount according to section 98-155, and coordinate with the qualified applicant or household member to receive payment.
- (c) *Rejection.* The director may reject an application that is not submitted by the deadline set by the director, is incomplete, or does not show, to the director's satisfaction, that the applicant or any household member is qualified. The director may ask an applicant to

provide clarification or additional documentation that would remedy any defect in an application. The applicant must provide the information within a reasonable time. If the director determines an application should be rejected under this Section, the director must inform the applicant in writing.

Sec. 98-155. Rebate schedule; payment schedule.

- (a) *Rebate schedule.* The finance director shall create and maintain an administrative rebate schedule determining the amounts to be paid to a qualified applicant and any qualified household member in a particular fiscal year. The finance director shall review the rebate schedule on an annual basis and make any necessary changes.
- (b) *Payment.* The finance director shall pay a qualified applicant and any household member an amount consistent with the administrative rebate schedule using a payment method determined to be appropriate by the finance director.
 - (1) If the qualified applicant or household member has resided in the city for the entire fiscal year for which the applicant is applying, the qualified applicant or household member is entitled to receive the full amount stated in the rebate schedule.
 - (2) If the qualified applicant or household member has resided in the city for less than the entire fiscal year for which the applicant is applying, the qualified applicant or household member is entitled to receive the amount stated in the rebate schedule multiplied by the result of the number of months the qualified applicant or household member has lived in the city divided by 12.

Secs. 98-156—98-180. Reserved.

DIVISION 3. UNLAWFUL ACTS

Sec. 98-181. Misrepresentations.

It shall be unlawful for any person to make any willful misstatement, falsification, or omission of a material fact in conjunction with any application under this article.

Sec. 98-182. Criminal penalty; continuing violation.

- (a) *Penalty.* A violation of this article shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.

(b) *Continuing violation.* In accordance with section 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of this article shall not preclude any other remedies available to the city under this Code.

Sec. 98-183—98-210. Reserved.”

Section 2. Savings. This repeal will not affect or prevent the prosecution or punishment of any person for any act done or committed prior to the effective date of this ordinance and that is in violation of a section repealed by this ordinance.

Section 3. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared unconstitutional or invalid. The city council declares it would have adopted this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Effective Dates. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 6th day of January, 2025.

PASSED, ADOPTED AND APPROVED this 27th day of January, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

Publication Dates: January 9, 2025
January 30, 2025

~~REDLINE/STRIKEOVER VERSION~~

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

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

"Article IV. TAX RELIEF

DIVISION 1. GENERALLY

Sec. 98-121. Legislative intent~~Definitions.~~

~~¶~~

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

~~¶~~

~~Administrator means the city manager or a representative designated by him to administer the terms of this article.~~

~~¶~~

~~Applicant means any person making application with the city for the cash allowances described and set forth in this article.~~

~~¶~~

Sec. 98-122. Findings.

~~¶~~

~~The city council finds and determines~~recognizes ~~that the granting of an allowance to elderly~~low-income ~~residents of the city, and to disabled residents of the city and to residents of a described low income within the city as provided for in this article, is necessary to the health, safety and welfare of the city and the citizens thereof, and is for the public purpose directly related to the public health, safety and welfare.~~

~~¶~~

~~may face challenges associated with the rising cost of living and taxes. In furtherance of this recognition, the city wishes~~**Sec. 98-123. Purpose.**

~~¶~~

~~It is the purpose of the program provided in this article to provide financial assistance to the elderly, disabled and qualifying, low-income residents of this city in order to ease in the form of a rebate program. The City Council intends for this rebate program to promote resident welfare by easing the hardship placed upon them caused by the increasing cost of living increases and an increased city sales tax. The program shall apply to persons of low income as described herein, a portion of whose income is taxed through the increase in city sales tax.~~

~~¶~~

City Council finds **Sec. 98-124. Misrepresentations.**

~~¶~~

~~It shall be a violation of this article for any person to make any willful misstatement, falsification or omission of a material fact in conjunction with any application under this article.~~

~~¶~~

~~Secs. 98-125 – 98-150. Reserved.~~

~~¶~~

DIVISION 2. ADMINISTRATION

~~¶~~

Sec. 9-151. General duties of city manager.

~~¶~~

~~The administration of this article shall be vested in the city manager and anyone appointed by him to assist him in this administration. The city manager and his appointed representatives shall administer and enforce this article according to the terms hereof, and according to rules and regulations which shall be adopted and promulgated by the city manager in conformity with the provisions of this article. Copies of said rules and regulations and any amendments thereto shall be made available for public inspection at the office of the city manager and at the office of the city clerk.~~

~~¶~~

Sec. 98-152. Forms; application.

~~¶~~

~~The city manager or his appointed representatives shall prepare, adopt and make available all forms necessary to comply with this article, including the applications. The application shall contain a notice that willful misstatement, falsification or omission of a material fact is a violation of this article. The applicant under penalty of perjury shall attest the application and any affidavits required therewith this rebate program, as set forth in this article, is necessary and directly related to the public's health, safety, and welfare.~~

~~¶~~

Sec. 98-122. Definitions.

Applicant means a person **Sec. 98-153. Duties of finance director.**

~~¶~~

~~The finance director, upon determination that an applicant is qualified to receive an allowance under this article, shall determine the amount of the payment to which he is entitled, and pay to the applicant the same from funds appropriated to the payment to the elderly and low income persons fund, and none other, without delay.~~

~~¶~~

that applies to receive financial assistance under the rebate program.

Household member means a person living with an applicant on a consistent ~~Sec. 98-154.~~

Submission of application.

~~¶~~

~~Applications under this article shall be submitted to the administrator between May 1 and August 31 of the year succeeding the year in which an allowance is sought.~~

~~¶~~

~~Secs. 98-155 — 98-180. Reserved.~~

~~¶~~

~~DIVISION 3. PERSONS ELIGIBLE FOR ALLOWANCES~~

~~¶~~

~~Sec. 98-181. Reserved.~~

~~¶~~

Sec. 98-182. Sales tax basis.

~~¶~~

~~The finance director shall pay to an applicant as a cash allowance under this section, based upon sales tax, the amount determined under section 98-184, when the following requirements have been met:~~

~~The applicant's total income from all sources does not exceed the fiscal year income limits published basis.~~

City manager means the Arvada city manager or their designee.

Director means Arvada's director of finance or their designee.

Household income means the combined gross income of all persons (applicant and any household members) who live together and share expenses and resources, such as rent or mortgage payments, utilities, food, and other domestic expenses.

HUD income limit means the income limit for the "very low-income" category established by the U.S. Department of Housing and Urban Development for the ~~state~~, State of Colorado under the listing for Denver ~~for the "Very Low Income" Program, and.~~

~~The~~ *Qualified applicant* means an applicant who meets the eligibility criteria set forth in Section 98-152 and has been approved by the city to receive a rebate.

Rebate means the cash amount paid to a qualified applicant under the rebate program set forth in this article.

Secs. 98-123 – 98-150. Reserved.

DIVISION 2. REBATE PROGRAM

Sec. 98-~~or his spouse~~151. Administration authority.

The director is ~~65 years~~ authorized and directed to implement, administer, and enforce the provisions of this article and the rebate program. The director may:

- (g) Implement, administer, and enforce any processes, requirements, or regulations for the rebate program;
- (h) Establish a rebate schedule determining the rebate amount for an applicant and any household member considering the city's budget;
- (i) Determine the form and requirements for the rebate program application;
- (j) Review, approve, and reject applications submitted to the rebate program;
- (k) Report any suspected fraudulent application information to the appropriate authorities; and
- (l) Otherwise implement, administer, and enforce the provisions of this article.

Sec. 98-152. ~~age or older~~ Eligibility.

An applicant is eligible to receive the financial assistance stated in Section 98-155 if:

- (d) The applicant's total household income from all income sources, including household member income, does not exceed the HUD income limit corresponding to the applicant's household size and using the HUD income limit for the fiscal year during ~~the calendar year preceding the year in~~ for which the application for allowance is made; or applicant is applying for the rebate program;
- (e) The applicant ~~is the head of the~~ and any household; ~~as defined by the United States Internal Revenue Code;~~ or members reside within the Arvada city limits; and
 - a. The applicant ~~is unmarried, between the age of 55 and 65, and does not share a~~ and any household ~~with any other adult; or~~
- (f) ~~The members have not already received a rebate for the fiscal year for which the applicant is disabled. For the purposes of this article, "disabled" is defined as where the~~

~~person is unable to engage in substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or be of long continued and definite duration. An individual shall not be considered to be disabled unless he furnishes proof of the existence thereof in such form and manner as the administrator may require applying.~~

Sec. 98-153. Application requirements.

- (d) *Application requirements.* An applicant seeking financial assistance through the rebate program shall submit a completed application, meet all the requirements set forth in the application, provide any documents required by the director to support the application, and satisfy any other requirements established by the director.
- (e) *Application submission.* An applicant must submit an application by a deadline established by the director in a format determined to be appropriate by the director.
- (f) *Application changes.* In the event the applicant's information changes while an application is pending, the applicant must notify the director of the changes.

Sec. 98-154. Director review; approval and rejection.

- (d) *Review.* The director will review each submitted application to determine whether an applicant or household member meets the eligibility criteria set forth in Section 98-152. The director may seek clarification or additional documentation from the applicant to support the application.
- (e) *Approval.* The director must approve an application showing, to the director's satisfaction, that the applicant and any household member is qualified. Upon such approval, the director shall inform the qualified applicant in writing, calculate the rebate amount according to section 98-155, and coordinate with the qualified applicant or household member to receive payment.
- (f) *Rejection.* The director may reject an application that is not submitted by the deadline set by the director, is incomplete, or does not show, to the director's satisfaction, that the applicant or any household member is qualified. The director may ask an applicant to provide clarification or additional documentation that would remedy any defect in an application. The applicant must provide the information within a reasonable time. If the director determines an application should be rejected under this Section, the director must inform the applicant in writing.

Sec. ~~The applicant~~ 98-155. Rebate schedule; payment schedule.

- (c) *Rebate schedule.* The finance director shall create and maintain an administrative rebate schedule determining the amounts to be paid to a qualified applicant and any qualified household member in a particular fiscal year. The finance director shall review the rebate schedule on an annual basis and make any necessary changes.
- (d) *Payment.* The finance director shall pay a qualified applicant and any household member an amount consistent with the administrative rebate schedule using a payment method determined to be appropriate by the finance director.
- (1) If the qualified applicant or household member has resided in the city for ~~some part of the calendar year preceding the calendar~~ the entire fiscal year in for which the application is made; provided however if the applicant applicant is applying, the qualified applicant or household member is entitled to receive the full amount stated in the rebate schedule.
- (2) If the qualified applicant or household member has resided in the city for less than the entire fiscal year for which the applicant is applying, the qualified applicant or household member is entitled to receive the amount stated in the rebate schedule multiplied by the result of the number of months the qualified applicant or household member has lived in the city divided by 12.

Secs. 98-156—98-180. Reserved.

DIVISION 3. UNLAWFUL ACTS

Sec. 98-181. Misrepresentations.

It shall be unlawful for any person to make any willful misstatement, falsification, or omission of a material fact in conjunction with any application under this article.

Sec. 98-182. ~~less than one year, then the refund will be determined by applying a fraction thereto, the denominator of which~~ **Criminal penalty; continuing violation.**

- (d) *Penalty.* A violation of this article shall be ~~the refund for one year and the numerator~~ punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.
- (e) *Continuing violation.* In accordance with section 1-5 of this Code, every day any violation of ~~which shall be the number of months the applicant has resided in the city~~ this article continues or is permitted or allowed to continue shall constitute a separate offense.

- (f) ~~Secs. 98-183—98-210. Reserved~~ *Concurrent remedies.* The initiation of a prosecution for a violation of this article shall not preclude any other remedies available to the city under this Code.

~~Sec. 98-183—98-210. Reserved.~~¶

¶

~~DIVISION 4. COMPUTATION OF PAYMENT~~¶

¶

~~Sec. 98-211. Reserved.~~¶

¶

~~Sec. 98-212. Sales tax basis.~~¶

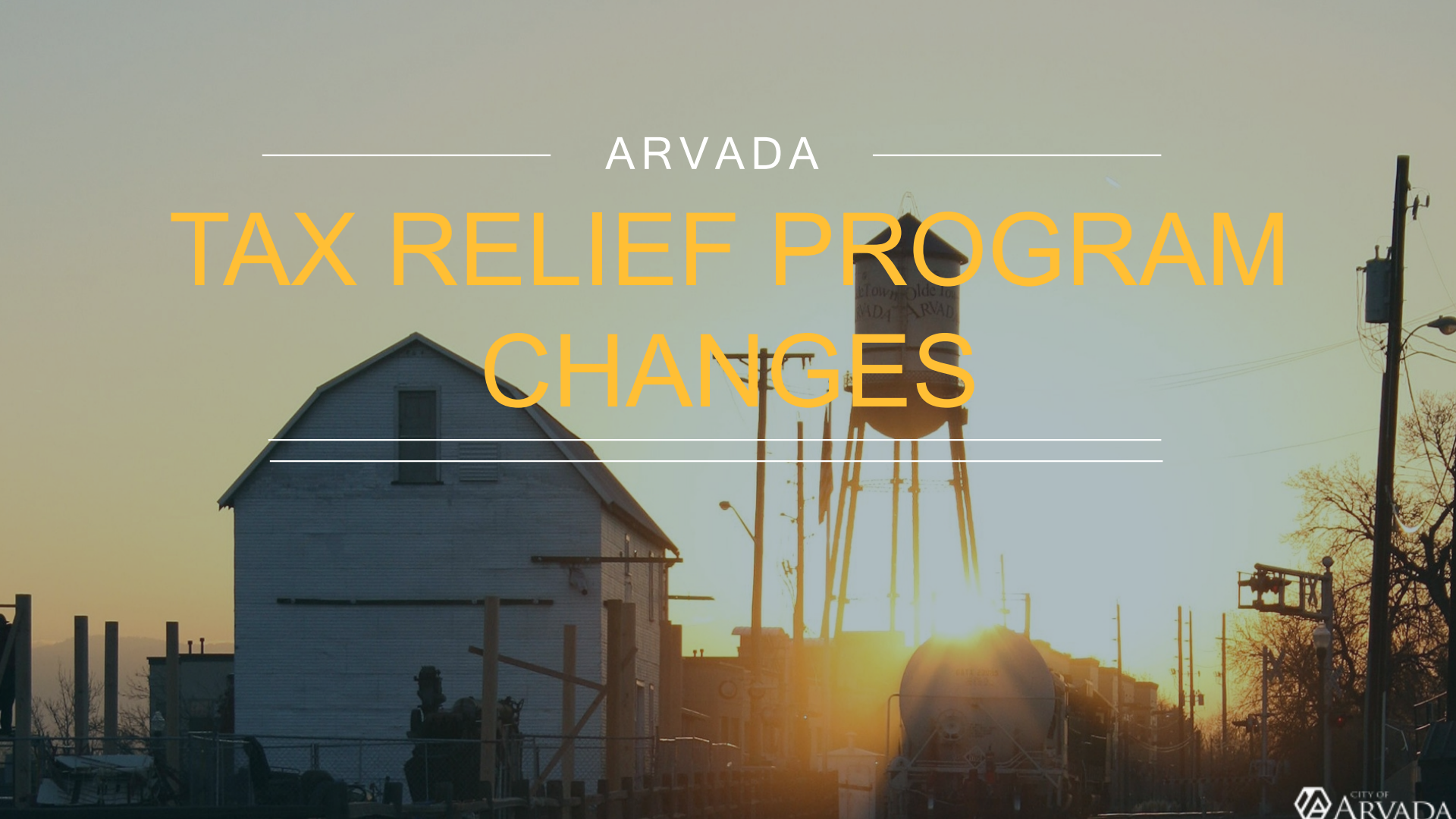
¶

~~If the applicant has met all the requirements of [section 98-182](#), the finance director shall pay the first qualified person of the household the sum of \$85.00 and each qualified household member thereafter, the sum of \$50.00.~~¶

¶

~~Sec. 98-213—98-240. Reserved.~~¶

.”

A photograph of an industrial or urban scene at sunset. In the foreground, there's a large, light-colored building with a gabled roof. To the right, a tall water tower stands prominently, with the word 'ARVADA' visible on its side. The sun is low on the horizon, creating a bright orange glow and silhouetting the structures. Power lines and a street sign are visible on the right side of the frame.

ARVADA

TAX RELIEF PROGRAM CHANGES

1 Section 98-121 Arvada Code of Ordinances

The infographic consists of four horizontal yellow bars, each containing a number in a white circle and a text description. The bars are stacked vertically. A dark teal shape is overlaid on the right side of the bars, starting from the top bar and extending downwards, with a dashed horizontal line passing through it. The shape is composed of several segments, some of which are wider than others, creating a stepped appearance. The background is white with vertical grid lines.

2 Provides Financial Assistance to Residents

3 Rebates \$85 and \$50

4 Amounts have Not Changes Since 2010

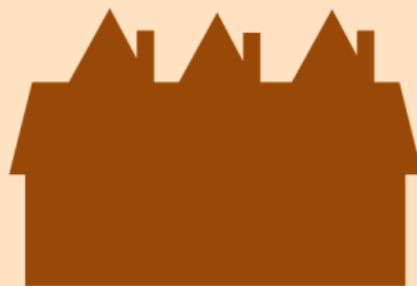
LOW INCOME

ELDERLY



**\$85 First
Person**

DISABLED

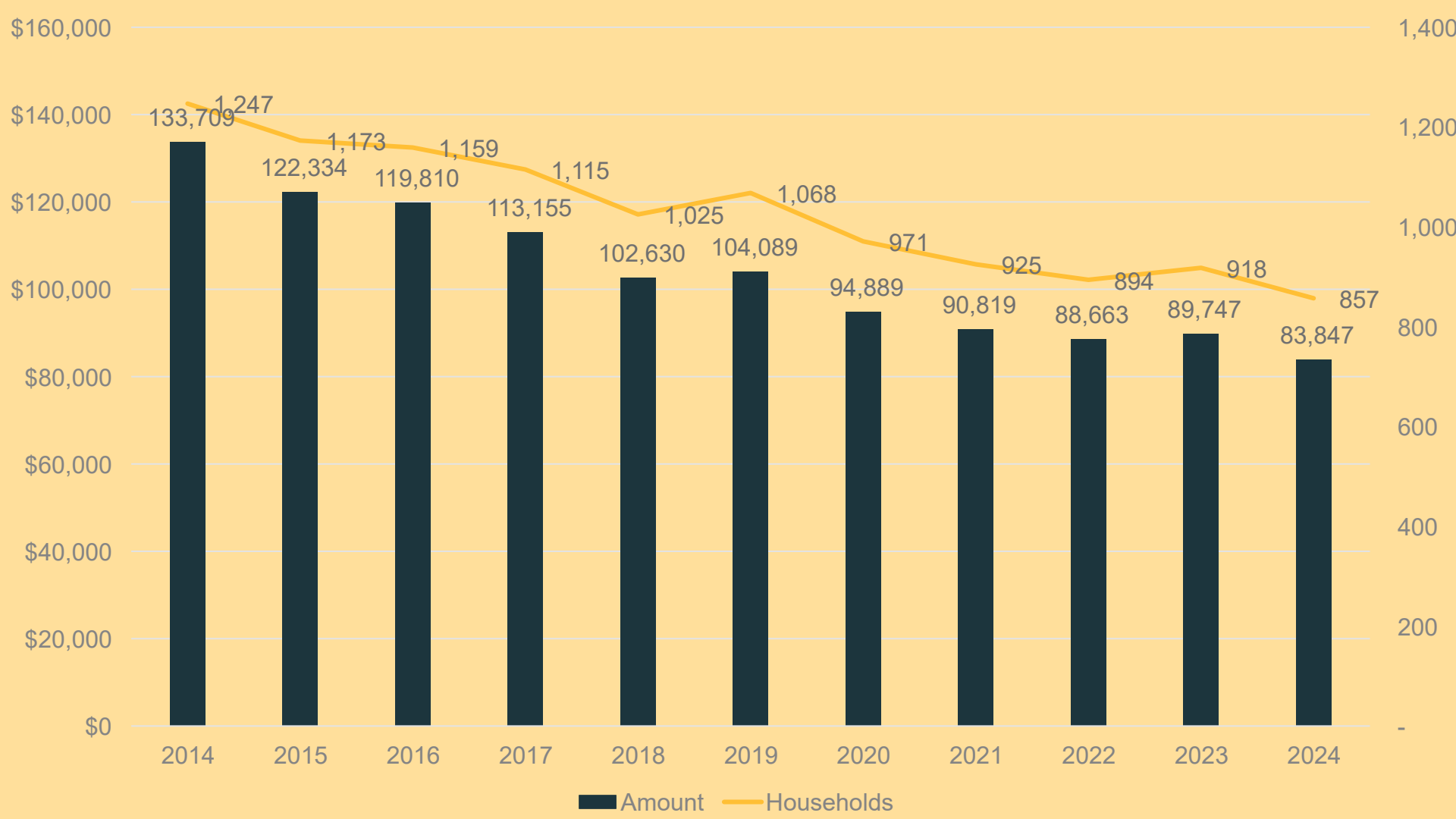


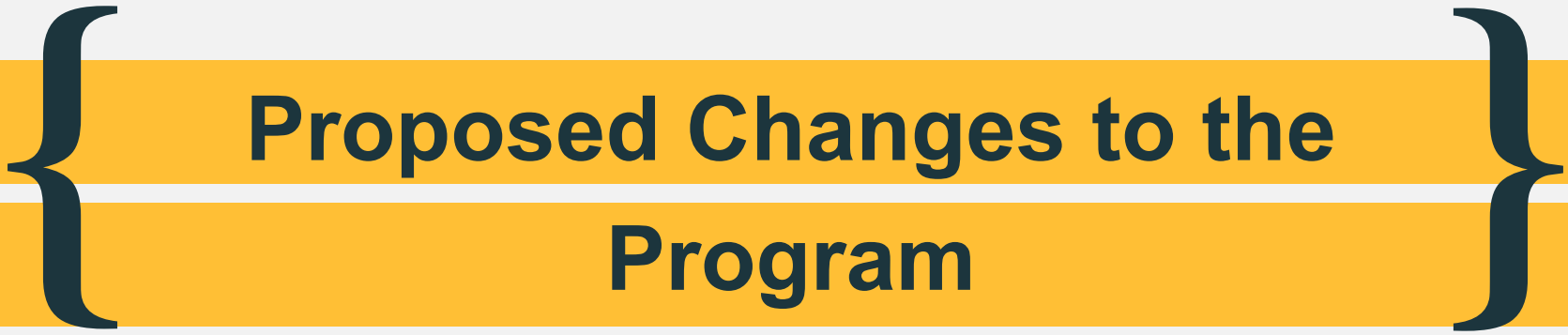
**\$50 Per
Dependent**

**HEAD OF
HOUSEHOLD**



**Offset Tax
on Food**





Proposed Changes to the Program

**“Remove the Head of
Household
Requirement”**

**“Increase the Rebate
Amounts to \$100 for the First
Qualifying Member and \$65
for each Additional Member
of the Household”**

LOW INCOME



**\$100 First
Person**



**\$65 Per
Dependent**



**Offset Tax
on Food**

Questions?



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: January 27, 2025

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
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 27, 2025

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 1/14/2025

Linda Haley, Acting City Manager 1/14/2025

Enclosure, exhibits & attachments required to support the report

2025 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Community Survey @Business Meeting	Feb 3	CMO
Short Term Rentals discussion @Business Meeting	Feb 10	CED, PD
Micromobility	Mar 25	PW
Legislative Update	Mar 25	CED
Micromobility The Shared Micromobility workshop will provide a comprehensive status update on the program which has been operational since January 2022. It will highlight key metrics, including usage trends and operational changes, to inform a discussion of future plans for the program.	Mar 25	PW
Municipal Court Update	Apr 8	
Building Code Update	April 8	CED
	April 22	
	May 13	
	May 27	
	June 10	
No Meeting – Appointee Evaluations	Jul 8	
	Jul 22	
	Aug 12	
	Aug 26	
	Sept 9	
Certified Local Government (CLG) Discussion and Consideration (Tentative)	Sept 23	CED
	Oct 14	
	Oct 28	
	Dec 9	
PRESENTATIONS		
STUDY SESSIONS		
Housing Advisory Committee Bylaws	TBD	CED
BID and Chamber funding	TBD	
City Expenditures	TBD	Finance
WORKSHOP TBD's		
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.	TBD	Utilities
Stormwater 101	TBD	Utilities
Stormwater Master Plan	TBD	Utilities
New Water Tank @ Gross Reservoir (4 th 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		