

# City of Arvada

## City Council Agenda

MAY 17, 2021

CITY COUNCIL CHAMBERS

Regular Business

**Councilmembers:**

Marc Williams, Mayor  
Dot Miller, Mayor Pro-Tem  
Bob Fifer, At large  
Nancy Ford, District 1  
David Jones, District 4  
John Marriott, District 3  
Lauren Simpson, District 2

**Staff Members Usually Present:**

Mark Deven, City Manager  
Lorie Gillis, Deputy City Manager  
Rachel Morris, City Attorney  
Don Wick, Director of Public Works  
Sharon Israel, Director of Utilities  
Ryan Stachelski, Dir. of Community & Economic Development  
Bryan Archer, Director of Finance  
Rob Smetana, Manager of City Planning & Development  
Ben Irwin, Chief Communications Manager  
Kristen Rush, City Clerk

Info: 720-898-7550

### CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS

#### 6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Fifer
3. Roll Call of Councilmembers
4. Approval of Minutes
  - A. May 3, 2021 City Council Meeting
5. Recognitions and Communications
  - A. Proclamation for LGBTQ Month - presented by Mayor Pro Tem Miller
  - B. Proclamation for National Gun Violence Awareness Day - presented by Councilmember Simpson
6. Presentations
  - A. Arvada Urban Renewal Authority Ralston Creek Projects Update
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
  - A. Consent Agenda
    1. R21-073 A Resolution Authorizing a Notice of Termination of the Professional Services Agreement by and between Journal Technologies, Inc. and the City of Arvada Dated

November 18, 2019

2. R21-074 A Resolution Authorizing Acceptance of a First Amendment to the Agreement Regarding Final Design, Right-of-way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal Agreement No. 20-06.07A Project No. 107834
3. R21-075 A Resolution Authorizing a License Agreement by and between the City of Arvada and Cherrywood Pointe Investment LLC for the Grant of a Revocable Encroachment License to Install an Underground Irrigation Line within the McIntyre Street Right-Of-Way, at Approximately the Southeast Corner of 63<sup>rd</sup> Avenue and McIntyre Street
4. R21-076 A Resolution Authorizing an Agreement By and Between the City of Arvada and A1 Chipseal Company for Construction of CSB-21-ST-02, 2021 Street Chip and Slurry Seal Program in an Amount Not to Exceed \$698,879.18
5. R21-077 A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Granite Inliner, LLC for Trenchless Sewer Main Replacement, Increasing the Cost of Project No. 20-SR-02 by \$537,468.56 for a Total Cost of \$1,701,872.56

B. Resolutions

1. R21-078 A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with Jefferson County for the Funding and Development of a Feasibility Study for the Colorado Front Range Trail
2. R21-079 A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with the Jefferson County Public Library (JCPL) Delegating Responsibilities for the Maintenance of a Trailhead on the Rocky Mountain Greenway Trail Located at the Standley Lake Library

C. Ordinances (First Reading)

1. CB21-016 An Ordinance Annexing Certain Land Into the City of Arvada, Maple Valley Park, Approximately Located at 6900 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)
2. CB21-017 An Ordinance Rezoning Certain Land Within the City of Arvada, Maple Valley Park, from Jefferson County A-2 (Agricultural) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 6900 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)
3. CB21-018 An Ordinance Annexing Certain Land Into the City of Arvada, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street in the County of Jefferson and State of Colorado, (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)
4. CB21-019 An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, From Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels From City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

9. Other

A. Appointment to the Park Advisory Committee

10. Public Hearings - 6:15 PM - None
11. Public Comment - Five Minute Limit
12. Reports from City Council



- A. Council Committee Reports
- B. Motion to Cancel July 12, 2021 City Council Meeting
- 13. Reports from City Manager
  - A. Review of Future Workshops and Presentations
- 14. Reports from City Attorney
- 15. Adjournment



## **SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD MAY 3, 2021**

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

In accordance with physical distancing guidelines, this Arvada City Council meeting was held in the City Council Chambers and remotely using webinar technology. Mayor Williams, Mayor Pro Tem Miller, Councilmember Fifer, Councilmember Ford, Councilmember Marriott, Councilmember Jones and Councilmember Simpson were present in the council chambers. Members of the public were given notice with instructions on how to participate with public comment.

### **2. Moment of Reflection and Pledge of Allegiance**

### **3. Roll Call of Councilmembers**

Those Present: Mayor Marc Williams, Mayor Pro Tem Dot Miller, Councilmember Bob Fifer, Councilmember Nancy Ford, Councilmember David Jones, Councilmember John Marriott, Councilmember Lauren Simpson

Also Present: Mark Deven, City Manager; Rachel Morris, City Attorney; Lorie Gillis, Deputy City Manager; Bryan Archer, Finance Director; and Kristen Rush, City Clerk.

### **4. Approval of Minutes of the April 19, 2021 City Council Meeting**

The minutes stand approved.

### **5. Recognition and Communication**

#### **A. Proclamation Honoring Frontline Workers - Presented by Mayor Williams**

Mayor Williams said that Since March of 2020, essential workers have continued doing their jobs on the frontlines helping to ensure the health, well-being and safety of our citizens. In honor of the employees' dedication, the Mayor and members of City Council will express their gratitude to these individuals who continue to make sacrifices for the sake of the residents of the City of Arvada.

Mayor Williams read the Proclamation recognizing these frontline workers.

#### **B. Proclamation for Mental Health Month - Presented by Councilmember Ford**

Councilmember Ford said that the month of May, 2021 is Mental Health Month. Mental health support and resources are important to our community, now more than ever. This year's campaign will provide tools that everyone can use to improve their mental health and increase resiliency.

A representative from the Jefferson Center for Mental Health accepted the proclamation virtually.

C. Proclamation for Poppy Month - Presented by Councilmember Jones

Councilmember Jones said that this proclamation designates May as Poppy Month in Arvada.

The red Flanders poppy was first described as a flower of remembrance by a World War I colonel who wrote in pencil on a page torn from his dispatch book a verse describing how the poppies grew among “row on row” of graves of soldiers who had died on Flanders battlefields located in western Belgium and northern France.

In 1923, unemployed and disabled veterans began to produce artificial poppies. From this beginning the Flanders Field Poppy promotion was born, and since that time proceeds raised through the promotion of the Flanders Field Poppy have been used exclusively for the benefit of disabled and needy veterans and the widows, widowers and orphans of deceased veterans.

Following this meeting, the proclamation will be sent to American Legion Auxiliary Wilmore-Richter Unit 161.

6. Presentations - none

7. Public Comment

- A. Tom D’Agostino, Arvada resident, addressed council regarding the Waste Hauling Ordinance
- B. Vickie Waldrige, Arvada resident, addressed council regarding the Waste Hauling Ordinance and the Maple Valley Annexation
- C. Chris Smith, Arvada resident, addressed council regarding the development in the Triangle area, the medians at Wadsworth and I-70 and the timing of traffic lights along Ralston Road

8. New Business

A. Consent Agenda

- 1. R21-070 A Resolution Accepting an Annexation Petition Concerning 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street, Finding said Petition Substantially Compliant With C.R.S. 31-12-107(1), and Setting a Public Hearing for June 14, 2021, 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
- 2. R21-071 A Resolution Accepting an Annexation Petition Concerning Maple Valley Park, Approximately Located at 6900 Indiana Street, Finding Said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for June 14, 2021, 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

Councilmember Marriott moved that R21-070, A Resolution Accepting an Annexation Petition Concerning 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720

Indiana Street, Finding said Petition Substantially Compliant With C.R.S. 31-12-107(1), and Setting a Public Hearing for June 14, 2021, 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; R21-071, A Resolution Accepting an Annexation Petition Concerning Maple Valley Park, Approximately Located at 6900 Indiana Street, Finding Said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for June 14, 2021, 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, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

B. Resolutions

1. R21-072 A Resolution Authorizing Acceptance of Second Amendment to the Intergovernmental Agreement by and between the City of Arvada and the Arvada Fire Protection District for the Use and Maintenance of Arvada's Public Safety Radio System Approved by City Council on August 5, 2013

Mark Deven, City Manager, reviewed this resolution with council.

Councilmember Fifer moved that R21-072, A Resolution Authorizing Acceptance of Second Amendment to the Intergovernmental Agreement by and between the City of Arvada and the Arvada Fire Protection District for the Use and Maintenance of Arvada's Public Safety Radio System Approved by City Council on August 5, 2013, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

9. Other

- A. Appointments to Olde Town Arvada Business Improvement District Board

Councilmember Marriott moved to Appoint Allyson Skiba, Loren Naftz and Kristin Chayer to the Olde Town Arvada Business Improvement District Board for three year terms ending April 30, 2024.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

10. Public Hearings - 6:15 p.m.

- A. Conditional Use Application for Ralston Commons, Generally Located at the Northwest Corner of Ralston Road and Garrison Street

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

Sworn Testimony: James Drever, Representing applicant  
Andre Baros, representing applicant  
Chris Smith, Arvada resident, concerned about parking

Councilmember Marriott moved that Conditional Use Application, for Ralston Commons, generally located at the northwest corner of Ralston Road and Garrison Street, be approved. This motion is based on the findings of fact adopted by Planning Commission.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

11. Public Comment - Five Minute Limit - none

12. City Council Reports

A. Councilmember Fifer moved to cancel the June 7, 2021 council meeting.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson

The Motion was Approved

B. Mayor Williams said that he attended the first show at the Arvada Center in over a year and discussed upcoming events that will be held.

C. Councilmember Ford said that next year's schedule was just released.

13. City Manager Reports

A. Mark Deven, City Manager, reviewed the upcoming Workshop Schedule.

14. City Attorney Reports – none

15. Adjournment at 7:25 p.m.

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Marc Williams, Mayor

SEAL:

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Kristen R. Rush, City Clerk



## REPORT TO CITY COUNCIL

AGENDA ITEM  
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: Proclamation for LGBTQ Month - presented by Mayor Pro Tem Miller

### **Report in Brief**

This proclamation designates June as LGBTQ Month in Arvada.

Lesbian, Gay, Bisexual and Transgender Pride Month (LGBT Pride Month) is celebrated annually in June to honor the 1969 Stonewall riots, and works to achieve equal justice and equal opportunity for lesbian, gay, bisexual, transgender, and questioning (LGBTQ) Americans. Today, celebrations include pride parades, picnics, parties, workshops, symposia and concerts, and LGBT Pride Month events attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that LGBTQ individuals have had on history locally, nationally, and internationally.

Following the reading of the Proclamation, it will be sent to the National LGBTQ Task Force in Washington, D.C.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 5/3/2021

Approved by:

Rachel Morris, City Attorney 5/3/2021

Lorie Gillis, Deputy City Manager 5/5/2021

Mark Deven, City Manager 5/5/2021

Enclosure, exhibits & attachments required to support the report

**WHEREAS**, the City Council of the City of Arvada recognizes and proclaims the month of June 2021 as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) “Pride Month” throughout the City of Arvada and

**WHEREAS**, all human beings are born free and equal in dignity and rights. LGBTQ individuals have had immeasurable impact to the cultural, civic and economic successes of our country; and

**WHEREAS**, the City of Arvada is committed to supporting visibility, dignity and equality for LGBTQ people in our diverse community; and

**WHEREAS**, while society at large increasingly supports LGBTQ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

**WHEREAS**, this nation was founded on the principle that every individual has infinite dignity and worth, and the City Council of the City of Arvada calls upon the people of this municipality to embrace this principle and work to eliminate prejudice everywhere it exists; and

**WHEREAS**, celebrating Pride Month influences awareness and provides support and advocacy for Arvada’s LGBTQ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

***NOW, THEREFORE BE IT RESOLVED*** that the Mayor and Members of City Council do hereby proclaim the month of June 2021 as Pride Month in the City of Arvada, Colorado in support of the LGBTQ community.

Dated this 17th day of May, 2021

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Marc Williams, Mayor

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Dot Miller, Mayor Pro Tem

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Bob Fifer, Councilmember

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Nancy Ford, Councilmember

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David Jones, Councilmember

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John Marriott, Councilmember

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Lauren Simpson, Councilmember



## REPORT TO CITY COUNCIL

AGENDA ITEM  
5.B.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: Proclamation for National Gun Violence Awareness Day - presented by Councilmember Simpson

### **Report in Brief**

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day. It is to honor and remember all victims and survivors of gun violence and promote its reduction. The North Jeffco Moms Demand Action group will receive the proclamation.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 5/13/2021

Approved by:

Rachel Morris, City Attorney 5/13/2021

Lorie Gillis, Deputy City Manager 5/13/2021

Mark Deven, City Manager 5/13/2021

Enclosure, exhibits & attachments required to support the report



# Proclamation



CITY OF ARVADA

**WHEREAS**, nearly 39,000 people die by guns each year, which is more than 100 Americans who are shot and killed per day in the U.S. This includes suicides, mass shootings, and daily gun violence. In addition, it is important to know that people of color are disproportionately impacted by gun violence. Colorado's firearm suicide rate is 54% higher than the national average

**WHEREAS**, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with gun safety and keeping guns away from people with dangerous histories; and

**WHEREAS**, in January 2013, Hadiya Pendleton, a teenager who marched in the presidential inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 23rd birthday, so to help honor Hadiya – and the more than 100 Americans whose lives are cut short every day and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 4, 2021, the first Friday in June, as the 7th National Gun Violence Awareness Day; and

**WHEREAS**, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

**WHEREAS**, by wearing orange on June 4, 2021 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors such as those from the December 2007 Youth With a Mission shooting in Arvada; and

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and City Council of the City of Arvada, Colorado, that the first Friday in June, June 4, 2021 be designated National Gun Violence Awareness Day and we encourage all to support local efforts to prevent the tragic effects of gun violence and to honor and value human lives..

Dated this 17<sup>th</sup> day of May, 2021



Marc Williams, Mayor

Dot Miller, Mayor Pro Tem

Bob Fifer, Councilmember

Nancy Ford, Councilmember

David Jones, Councilmember

John Marriott, Councilmember

Lauren Simpson, Councilmember



## REPORT TO CITY COUNCIL

AGENDA ITEM  
6.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: Arvada Urban Renewal Authority Ralston Creek Projects Update

### **Report in Brief**

The Arvada Urban Renewal Authority (AURA) Board of Directors asked Executive Director Maureen Phair to provide an update to the City Council regarding several projects that are in various stages of development within the Ralston Creek area. This area is generally located on the northside of W. 58th Avenue between Garrison Street and Kipling Parkway.

Ms. Phair will provide an update regarding the following projects within the Ralston Creek area:

- Ralston Creek Townhomes – for sale housing
- Ralston Commons Apartments – rental housing
- Ralston Commons Plaza – restaurants
- Ralston Commons Townhomes – for sale housing
- Garrison Street Paseo – vertical park
- Ralston Gardens – affordable housing
- Morgan Ralston Creek – mixed-use, commercial and rental housing
- Wee Cottages – for sale housing
- Arvada Place – rental housing
- Ralston Road Streetscape – street beautification

Prepared by:

Mark Deven, City Manager

Reviewed by:

Gail Walker, Legal Specialist-Contracts 4/26/2021

Approved by:

Rachel Morris, City Attorney 4/28/2021

Lorie Gillis, Deputy City Manager 5/5/2021

Mark Deven, City Manager 5/5/2021

Enclosure, exhibits & attachments required to support the report

# AURA UPDATE

**ARVADA CITY COUNCIL**

**MAY 17, 2021**



**ARVADA URBAN RENEWAL AUTHORITY**



# RALSTON FIELDS 2003 - 2028



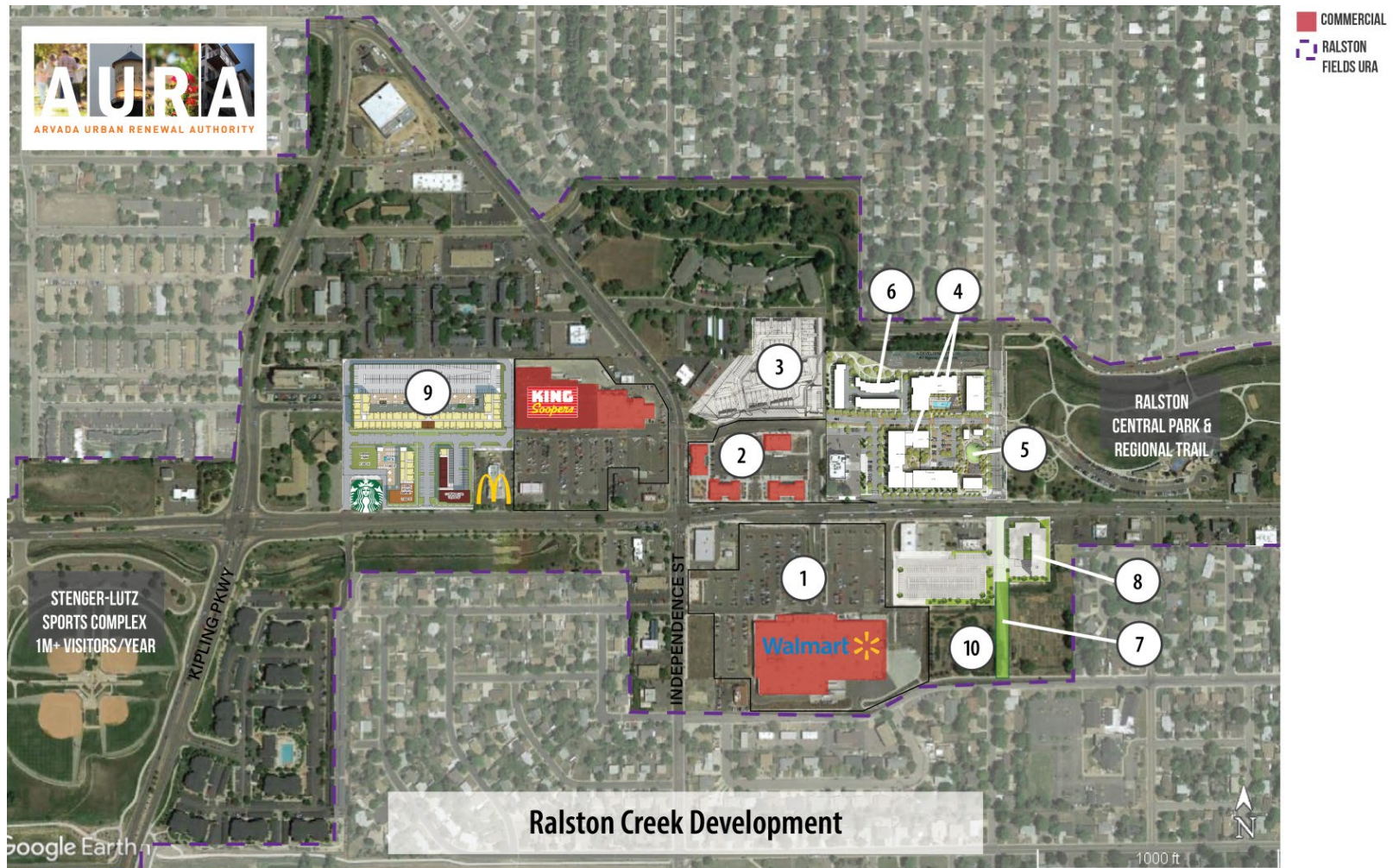


# TRIANGLE AREA - 2000





# RALSTON CREEK



Disclaimer: Site plans are derived from proposed developer applications, are subject to change, and for informational purposes only.



# REBRANDED RALSTON CREEK



# NEW STREETSCAPE WITH SAFE DETACHED SIDEWALKS





# BURIED POWER LINES



# ARVADA PLAZA





# SUPER WALMART



2017 – 138,000 SF  
Grocery & Retail

# INDEPENDENCE PLAZA





# SHOPS AT RALSTON CREEK



2018 – 32,000 SF  
Small-Format Retail



# FORMER SAFEWAY



# RALSTON CREEK TOWNHOMES



44 For-Sale Townhomes  
Spring 2021

# ARVADA SQUARE





# RALSTON COMMONS





# RALSTON COMMONS



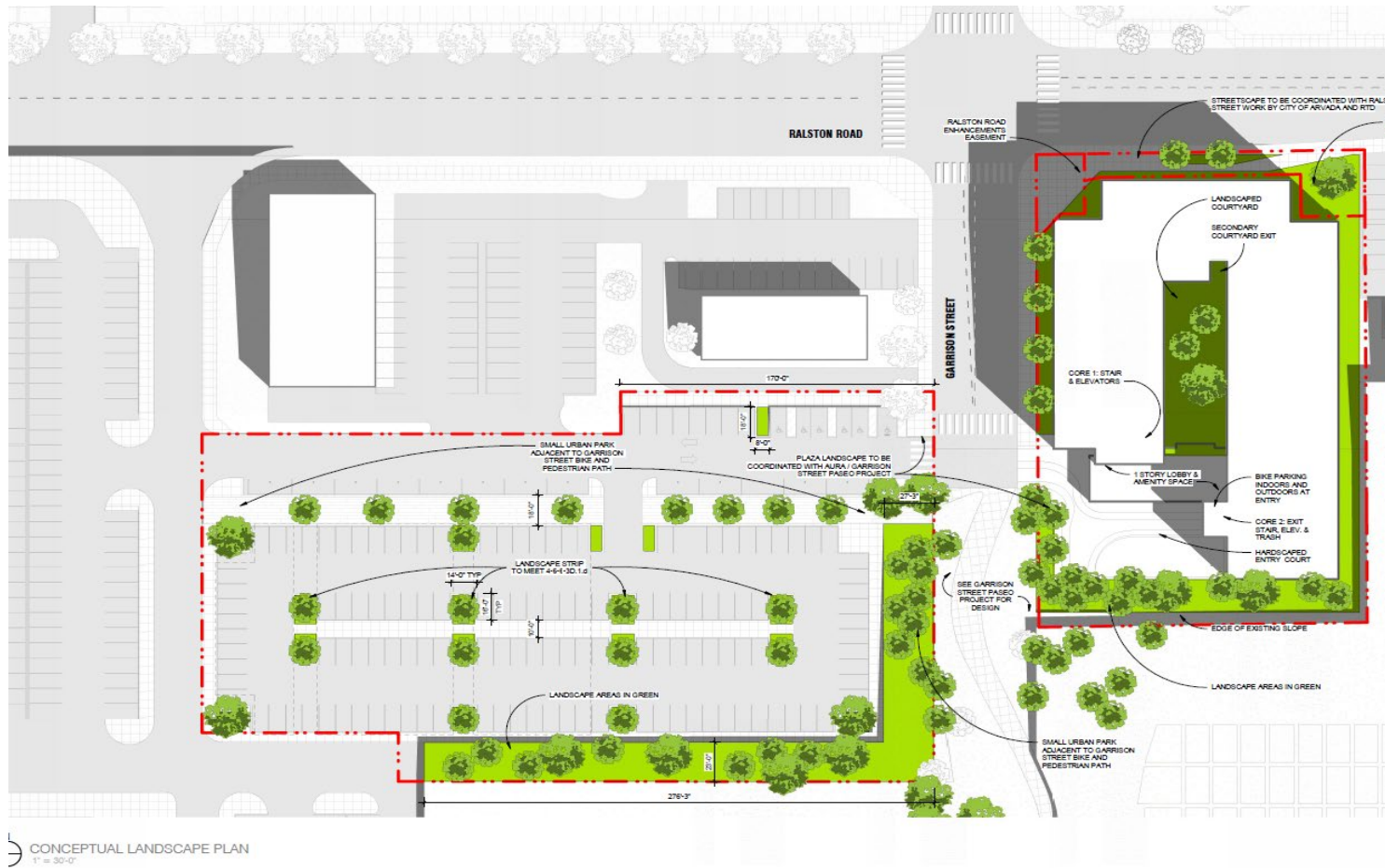
27 For-Sale Townhomes  
186 Market-Rate Apartments  
5,500 SF Retail



# CENTRAL STORES



# RALSTON GARDENS



105 Affordable Apartments





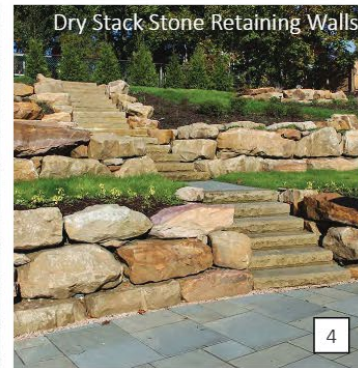


# GARRISON STREET PATH



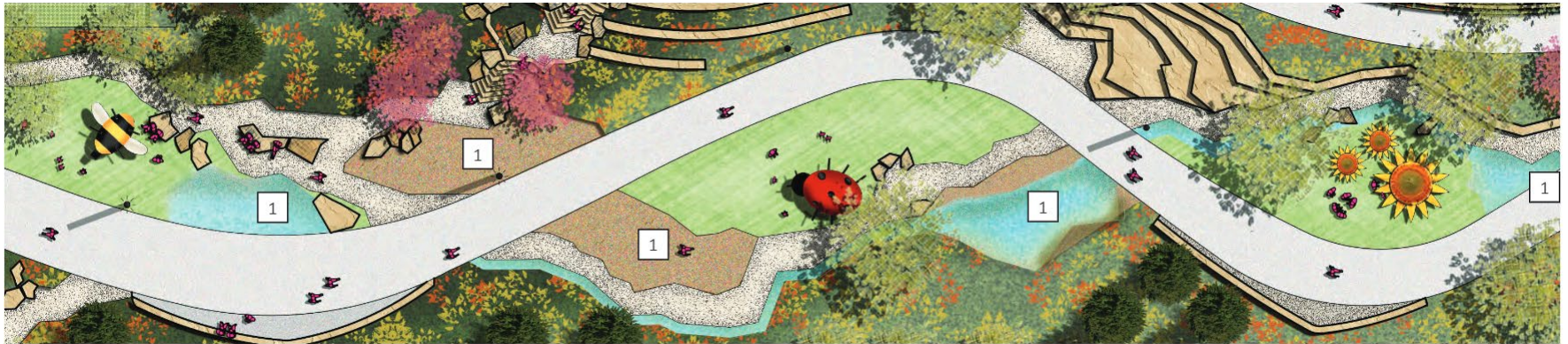


# GARRISON STREET PASEO

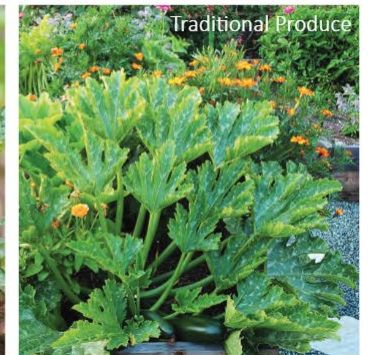




# IN PARTNERSHIP WITH COMMUNITY GARDEN



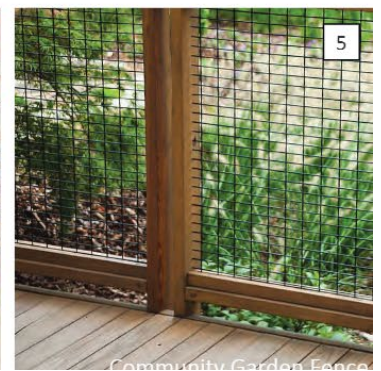
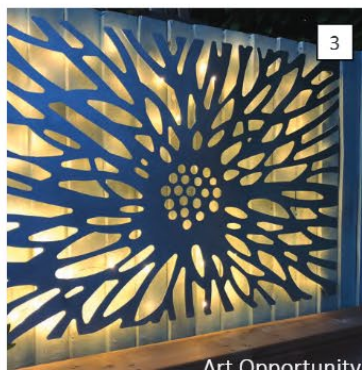
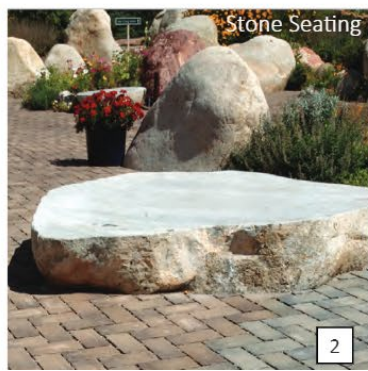
Raised Garden Beds



Traditional Produce

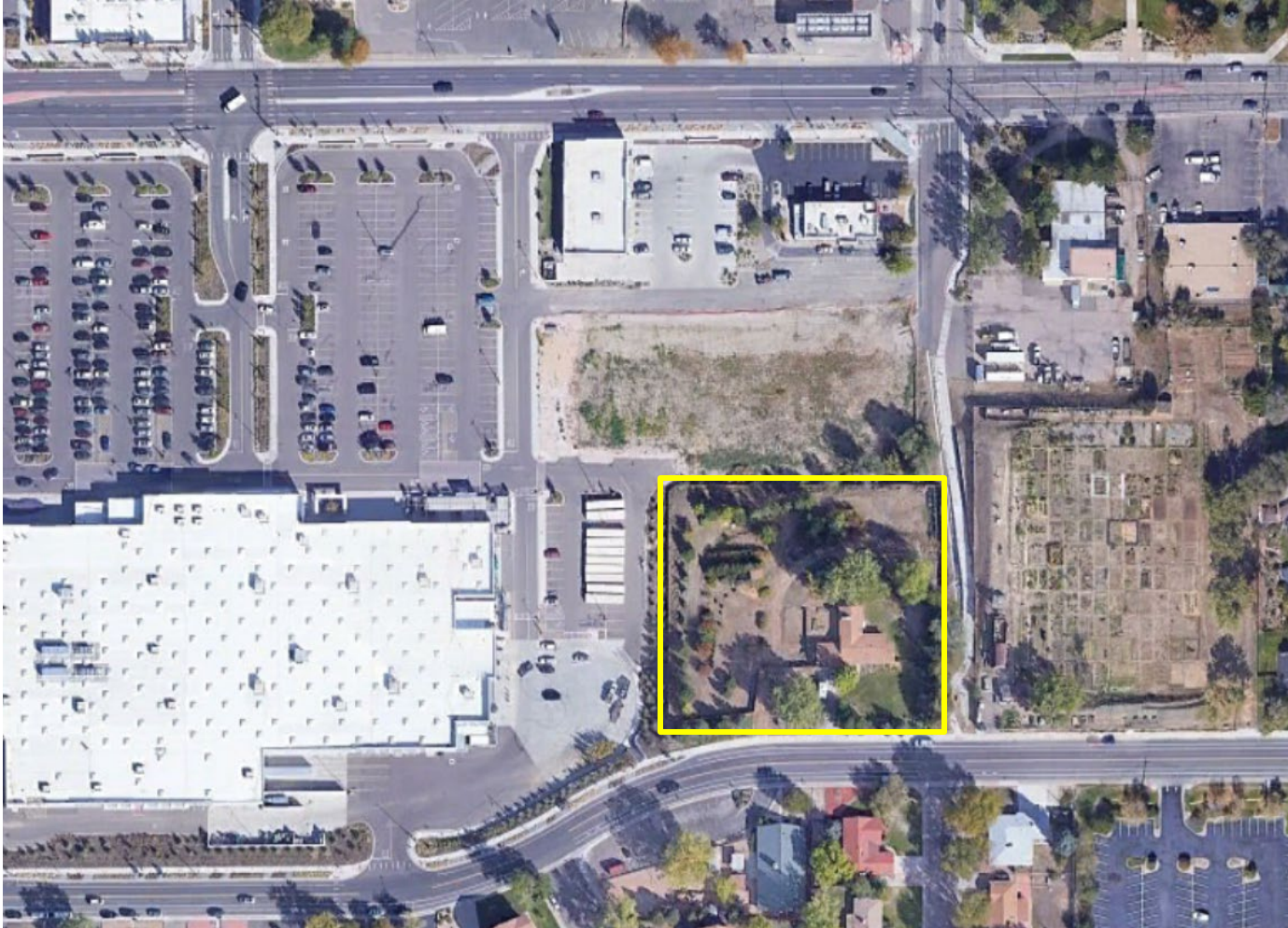


# VIEWING AREA & PUBLIC ART





# SINGLE FAMILY HOUSE



# ARVADA PLACE



36 Apartments (2 Affordable)  
Adjacent the Garrison Street Paseo



# FORMER KMART



# MORGAN RALSTON CREEK



Mixed-Use

10,000 SF

Commercial

300-330 One &  
Two-Bedroom  
Apartments

17 Units will be  
Affordable



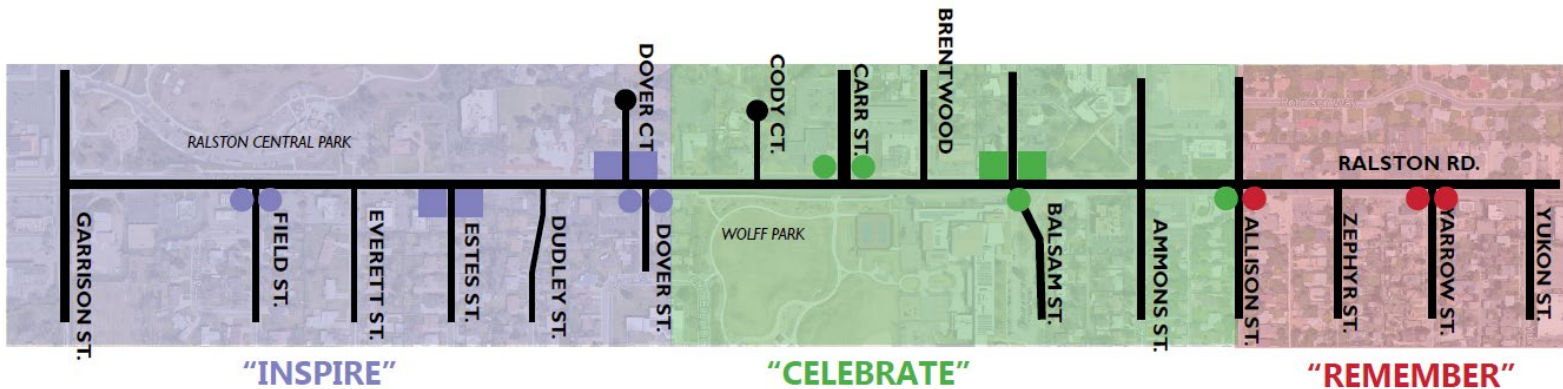
# MORGAN RALSTON CREEK

Note: Images are conceptual and subject to change.





# RALSTON ROAD STREETScape



- Celery
- Hackberry / Leaves & Berries
- Pioneer Residents
- Reaching Higher Heights
- Ralston Creek Imagery

- Civic (Arvada City Logo)
- Citizenship
- Historic Agriculture
- Arvada Schools/Children
- Celery Capitol of the World

- 1st Gold Strike (Mining)
- Gold Pan
- Hackberry / Leaves & Berries
- Pioneer Residents
- Farming/Plow



Icon examples

## Potential themes throughout the corridor:

- Agricultural history
- Hackberry / Leaves & Berries
- First 100 Residents (Pioneers)

# THE BIG NUMBERS

- \$290 Million Invested in Ralston Creek
- 744 New Households:
  - 74 for-sale homes
  - 119 affordable apartments
  - 551 market rate apartments
- 185,000 SF New Commercial Space

# **BIG BENEFITS – TRANSITION FOCUS FROM CARS TO PEOPLE**

- **Three parking garages – reduces surface parking lots**
- **Introduce trees!!**
  - Garrison Street Paseo
  - Ralston Road Streetscape
  - Beautification of Ralston Creek
  - Tree lined streetscapes
  - Creation of three pocket parks
- **Millions in environmental cleanup**
- **Connectivity to the neighborhoods**



# **BRIEF UPDATE ON OLDE TOWN URA**

# OLDE TOWN STATION 2009 - 2034





# OLDE TOWN RESIDENCES



250 Market-Rate  
Apartments

130-Room Hotel

15,000+ SF Retail



**HOTEL COMPONENT**

- BUILDING HEIGHT: 4 STORIES
- TOTAL GUESTROOMS: 128
- BUILDING SIZE: APPROX. 90,000 SF
- 4-SIDED ARCHITECTURE
- WOOD-FRAME CONSTRUCTION





# TABERNACLE CHURCH



# TABERNACLE CHURCH

Adaptive Reuse

2-3 Retail Tenants

4,000-5,000 SF Addition

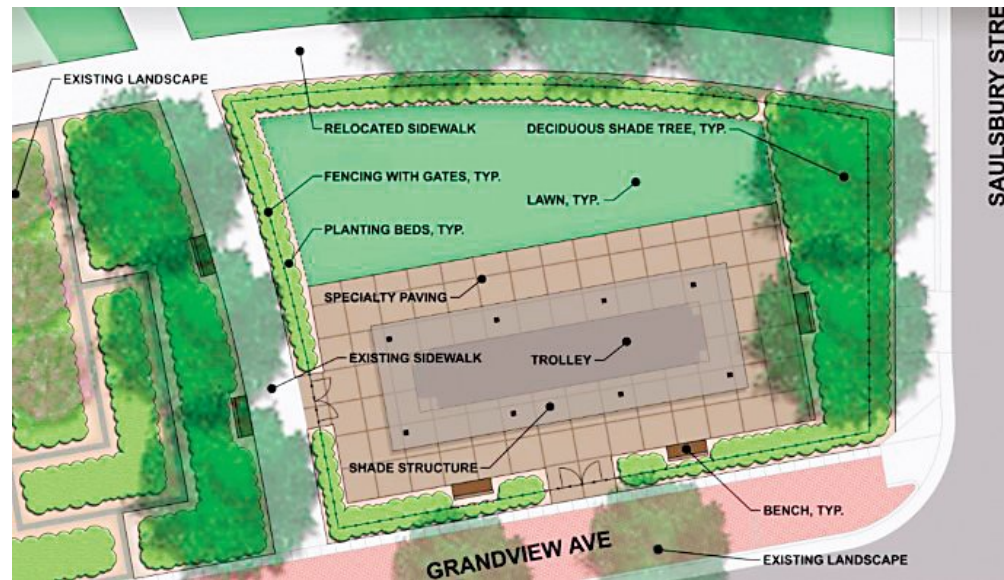
Activate Alley

Underground Alley Utilities





# .04 TROLLEY





# QUESTIONS?



ARVADA URBAN RENEWAL AUTHORITY



## REPORT TO CITY COUNCIL

AGENDA ITEM  
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: Consent Agenda

### Report in Brief

8.A.1. R21-073 A Resolution Authorizing a Notice of Termination of the Professional Services Agreement by and between Journal Technologies, Inc. and the City of Arvada Dated November 18, 2019

8.A.2. R21-074 A Resolution Authorizing Acceptance of a First Amendment to the Agreement Regarding Final Design, Right-of-way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal Agreement No. 20-06.07A Project No. 107834

8.A.3. R21-075 A Resolution Authorizing a License Agreement by and between the City of Arvada and Cherrywood Pointe Investment LLC for the Grant of a Revocable Encroachment License to Install an Underground Irrigation Line within the McIntyre Street Right-Of-Way, at Approximately the Southeast Corner of 63<sup>rd</sup> Avenue and McIntyre Street

8.A.4. R21-076 A Resolution Authorizing an Agreement By and Between the City of Arvada and A1 Chipseal Company for Construction of CSB-21-ST-02, 2021 Street Chip and Slurry Seal Program in an Amount Not to Exceed \$698,879.18

8.A.5. R21-077 A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Granite Inliner, LLC for Trenchless Sewer Main Replacement, Increasing the Cost of Project No. 20-SR-02 by \$537,468.56 for a Total Cost of \$1,701,872.56

Suggested Motion: Moved by: \_\_\_\_\_

I move that the Consent Item(s), Number(s) R \_\_\_\_\_ be (Removed from the Consent Agenda and Heard Upon Item \_\_\_\_\_) (Referred to a Workshop) (Postponed Indefinitely).

YES \_\_\_\_\_ NO \_\_\_\_\_ ABSENT \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_ ABSENT \_\_\_\_\_

Prepared by:  
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report





## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: R21-073 A Resolution Authorizing a Notice of Termination of the Professional Services Agreement by and between Journal Technologies, Inc. and the City of Arvada Dated November 18, 2019

### **Report in Brief**

The Municipal Court entered into the Professional Services Agreement by and between Journal Technologies, Inc., and the City of Arvada dated November 18, 2019 ("Agreement") for the development and implementation of court management software and a related Software License, Maintenance, and Support Agreement for the ongoing licensing, maintenance, and support of the developed software ("Maintenance Agreement"). Journal Technologies and Arvada began work on developing the software on January 30, 2020. Due to the COVID-19 pandemic and vacancies in key management positions within the Municipal Court, the City requested Journal Technologies to pause all work under the Agreement on July 27, 2020. While work under the Agreement was paused, the key management positions, including the Court Administrator and Presiding Municipal Court Judge, were appointed and the format of court proceedings underwent significant changes. The new Arvada Municipal Court team determined that the Municipal Court's current court management software will allow the Court to more effectively and efficiently advance towards a paperless solution.

Under A.C.C. §82-8(a), termination of contracts for more than \$150,000.00 are subject to the approval of the Arvada City Council. Section 14 of Exhibit B to the Agreement affords Arvada the right to terminate the Agreement without cause and without such termination constituting a breach of the Agreement. The term of the Maintenance Agreement does not begin until the commencement of the Go Live date, which will not occur due to termination of the Agreement. As such, termination of the Maintenance Agreement is not required.

The Arvada team recommends that the City Council approve R21-073, A Resolution Authorizing a Notice of Termination of the Professional Services Agreement by and between Journal Technologies, Inc., and the City of Arvada dated November 18, 2019.

### **Financial Impact**

The cost of the Agreement was \$250,000.00 if all work under the Agreement was completed. Under Section 14 of Exhibit B to the Agreement, Arvada shall pay Journal Technologies for any requested work performed up until the time of termination. The amount shall not exceed the total amount of the contract price agreed upon by the parties. The Arvada team indicates Journal Technologies performed work under the Agreement from January 30, 2020 to July 27, 2020. The Arvada team will work with Journal Technologies to determine a mutually agreed-upon amount for requested work performed up until the time of termination.

The Court has budgeted all necessary funds for the original project from its computer replacement fund and its regular budget for annual software and technology costs. This project requires no new or extraordinary funding.

### **Background**

The Municipal Court processes cases involving violations of the Arvada City Code, the Model Traffic Code, and other specialized codes adopted by the City. Currently, the Court manages its cases and court dockets using Ontario's FullCourt

Enterprise. The Court explored the automation capabilities of FullCourt Enterprise and determined FullCourt Enterprise currently has the capabilities to accomplish the Court's goal of enhanced workflow automation and paperless case management without undergoing a complete system conversion and rebuild.

### **Discussion**

This resolution authorizes a Notice of Termination to be sent to Journal Technologies to terminate one agreement: the Professional Services Agreement by and between Journal Technologies, Inc., and the City of Arvada dated November 18, 2019 for the work associated with the initial installation and configuration of the Journal Technologies software. While Arvada also entered into the Maintenance Agreement, which provides terms for ongoing licensing, maintenance, and support after the "Go-Live" date, the Maintenance Agreement does not become effective until the Go Live date, which will no longer occur due to the termination. Upon termination of the Agreement, the Maintenance Agreement becomes moot and no termination is required.

The Agreement contains a clause permitting Arvada's termination for convenience. This clause is commonly included in Arvada agreements regardless of the contractor.

### **Public Contact**

Posting of the City Council agenda.

### **Commission Recommendation**

N/A.

### **Strategic Alignment**

This project aligns with the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan. Terminating the Agreement and remaining with the Court's current case management software will allow the Court to more effectively and efficiently advance toward the goal of a paperless court management system. The system will improve the Court's ability to streamline case processing, administer efficient docketing of court matters, and consider virtual court solutions.

In addition, as the recommended action supports the Municipal Court, implementation of this system also aligns with the Safe Community Priority Area of the City Council Strategic Plan.

### **Alternative Courses of Action**

N/A.

### **Recommendation for Action**

The Arvada team recommends that the City Council approve R21-073, A Resolution Authorizing a Notice of Termination of the Professional Services Agreement by and between Journal Technologies, Inc., and the City of Arvada dated November 18, 2019.

### **Suggested Motion:**

I move that R21-073, A Resolution Authorizing a Notice of Termination of the Professional Services Agreement by and between Journal Technologies, Inc., and the City of Arvada dated November 18, 2019, be (approved) (rejected).

Prepared by:

**SUBJECT:** R21-073 A Resolution Authorizing a Notice of Termination of the Professional Services Agreement by and between Journal Technologies, Inc. and the City of Arvada Dated November 18, 2019

**PAGE:** 3  
**ITEM:** 8.A.1.

Gail Walker, Legal Specialist-Contracts

Reviewed by:

Gail Walker, Legal Specialist-Contracts 4/26/2021

Approved by:

Craig Poley, Chief Information Officer 4/26/2021

Bryan Archer, Director of Finance 4/26/2021

Laura Hemler, Assistant City Attorney 4/26/2021

Rachel Morris, City Attorney 5/5/2021

Lorie Gillis, Deputy City Manager 5/5/2021

Mark Deven, City Manager 5/5/2021

Enclosure, exhibits & attachments required to support the report



RESOLUTION NO. R21-073

A RESOLUTION AUTHORIZING A NOTICE OF TERMINATION OF THE  
PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN JOURNAL  
TECHNOLOGIES, INC. AND THE CITY OF ARVADA DATED NOVEMBER 18, 2019

WHEREAS, the City of Arvada entered into a Professional Services Agreement with Journal Technologies, Inc., for creation of a Court Management System on November 18, 2019 (“Agreement”);

WHEREAS, the City of Arvada has a right to terminate the Agreement without cause and without the termination being considered a breach pursuant to Section 14 of Exhibit B of the Agreement;

WHEREAS, the total amount of the Professional Services Agreement was \$250,000.00;

WHEREAS, termination of contracts for more than \$150,000.00 are subject to the approval of the Arvada City Council pursuant to A.C.C. §82-8(a).

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 a Notice of Termination of the Professional Services Agreement by and Between Journal Technologies, Inc., and the City of Arvada, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 17th day of May, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_



OFFICE OF THE CITY MANAGER  
FACSIMILE: 720-898-7515 ▲ TDD: 720-898-7869  
PHONE: 720-898-7500

May 17, 2021

Journal Technologies, Inc.  
915 East First Street  
Los Angeles, CA 90012  
Attention: President

Munger, Tolles & Olsen LLP  
350 South Grand Avenue, 50<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attention: Michael Greaney

**Via CMRRR [CMRRR#]**

**Re: Notice of Termination- Professional Services Agreement by and between Journal Technologies, Inc., and the City of Arvada dated November 18, 2019 (“Agreement”)**

The City of Arvada (“Arvada”) hereby provides Journal Technologies, Inc. (“Vendor”) notice of Arvada’s termination of the Agreement.

Pursuant to Section 14, Right to Terminate, Exhibit B of the Agreement, “The City of Arvada shall have the right to terminate, without cause, the Agreement.” Arvada exercises its right to terminate the Agreement without cause, effective thirty calendar days from May 17, 2021 (“Date of Termination.”) Termination of the Agreement renders the Software License, Maintenance and Support Agreement dated November 18, 2019 (“Maintenance Agreement”) moot, as the term for the Maintenance Agreement was set to begin on the Go Live date. Due to this termination, the Go Live date will not occur.

Pursuant to Section 7.5 of the Agreement and Section 14 of Exhibit B to the Agreement, Arvada will pay fees and expenses for all requested services rendered and work performed up until the Date of Termination. As Journal Technologies is aware, all work under the Agreement was paused on July 27, 2020 and no work has been completed since this date. Arvada requires Journal Technologies provide an itemized invoice detailing through individual line items, all requested services rendered and work performed up until the Date of Termination. The itemized invoice must be submitted via U.S.P.S. Mail and email within 7 calendar days of the Date of Termination to:

Arvada Municipal Court  
8101 Ralston Road  
Arvada, CO 80002  
Attn: Sharon Dunlap  
sdunlap@arvada.org

Thank you for your attention to this matter.

Sincerely,

Marc Williams  
Mayor, City of Arvada

cc:

Rachel A. Morris, City Attorney  
Craig Poley, Chief Information Officer  
Kathryn Kurtz, Presiding Municipal Judge





## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: R21-074 A Resolution Authorizing Acceptance of a First Amendment to the Agreement Regarding Final Design, Right-of-way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal Agreement No. 20-06.07A Project No. 107834

### **Report in Brief**

Council action is requested on the attached Resolution Authorizing a First Amendment to an Intergovernmental Agreement (IGA) between the Urban Drainage and Flood Control District d/b/a Mile High Flood District 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.

The Arvada team recommends that the City Council approve Resolution 21-074, A Resolution Authorizing Acceptance of a First Amendment to the Agreement Regarding Final Design, Right-of-way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal Agreement No. 20-06.07A Project No. 107834.

### **Financial Impact**

**Financial Impact:** \$500,000.00

This is a one-time request for Project Design, Right-of-Way Acquisition, and Construction.

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

**Type:** CIP

**Fund:** Stormwater Fund, Project No. 99072

**Future associated costs requiring Council action:** N/A

### **Background**

The Urban Drainage and Flood Control District (UDFCD) d/b/a Mile High Flood District (MHFD) has requested City participation in a jointly funded capital improvement project to address flooding issues along Ralston Creek at the crossing of Ralston Creek and the Croke Canal. In 2013, flood flows from Ralston Creek entered the Croke Canal at this location. Irrigation canals are not designed to convey flood flows and therefore it is critical to keep separate flood flows from the irrigation canal. This amendment will help protect downstream properties from being flooded due to the Croke Canal overtopping and/or breaks in the canal embankment.

The IGA amendment outlines the funding participation of each agency for the estimated \$1,800,000 cost to design and construct the improvements. The MHFD and Arvada will each contribute an additional \$500,000 to fund the final design and construction of the channel improvements. MHFD will manage the contract for this project so Arvada's cost share will be paid into an MHFD escrow account.

### **Discussion**

The purpose of this project is to collect and direct flood flows in Ralston Creek upstream of the Croke Canal to an existing crossing structure at Ralston Creek and the Croke Canal crossing. This project will help prevent flood flows from entering the

Croke irrigation canal and therefore help to prevent downstream Arvada properties from being flooded due to the irrigation canal overtopping. The West Woods Development completed their responsibility 25 years ago by constructing the initial structure; however, the collection and diversion facilities at the northwest corner of the structure were never designed or constructed.

The Arvada team supports the additional 50% shared cost as stipulated in the First Amendment to an IGA in an amount not to exceed \$500,000. This funding will be leveraged with an equal additional contribution from the MHFD in order to advance the project from the current level of design to final design and construction. The MHFD Board of Directors have authorized the District's financial contribution. The City Council's approval of this First Amendment will enable the this project to complete the final design, secure the necessary Right-of-Way and proceed to the construction of the improvements that will install flood protection measures as described herein.

Funds for this IGA are available in the Stormwater Ralston Creek at Croke Canal Crossing Project, No. 99072.

### **Public Contact**

Posting of the City Council agenda.

### **Commission Recommendation**

N/A

### **Strategic Alignment**

The proposed action supports Strategic Result #3, *update the water, sewer, stormwater, and overall infrastructure master plan*, within the Infrastructure Priority Area of the City Council Strategic Plan.

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

### **Alternative Courses of Action**

N/A

### **Recommendation for Action**

The Arvada team recommends that the City Council approve Resolution 21-074, A Resolution Authorizing Acceptance of a First Amendment to the Agreement Regarding Final Design, Right-of-way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal Agreement No. 20-06.07A Project No. 107834.

### **Suggested Motion:**

I move that R21-074, A Resolution Authorizing Acceptance of a First Amendment to the Agreement Regarding Final Design, Right-of-way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal Agreement No. 20-06.07A Project No. 107834, be (approved) (rejected).

Prepared by:  
Gail Walker, Legal Specialist-Contracts

**SUBJECT:** R21-074 A Resolution Authorizing Acceptance of a First Amendment to the Agreement Regarding Final Design, Right-of-way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal Agreement No. 20-06.07A Project No. 107834

**PAGE:** 3  
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Reviewed by:

Approved by:

|                                         |           |
|-----------------------------------------|-----------|
| Andy Stewart, Senior Utilities Engineer | 4/26/2021 |
| Don Wick, Director of Public Works      | 4/26/2021 |
| Bryan Archer, Director of Finance       | 4/27/2021 |
| Gail Walker, Legal Specialist-Contracts | 4/27/2021 |
| Erika Pierce, Litigation Paralegal      | 4/27/2021 |
| Laura Hemler, Assistant City Attorney   | 4/27/2021 |
| Rachel Morris, City Attorney            | 5/5/2021  |
| Lorie Gillis, Deputy City Manager       | 5/5/2021  |
| Mark Deven, City Manager                | 5/5/2021  |

Enclosure, exhibits & attachments required to support the report



RESOLUTION NO. R21-074

A RESOLUTION AUTHORIZING ACCEPTANCE OF A  
FIRST AMENDMENT TO THE AGREEMENT REGARDING FINAL DESIGN,  
RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION OF DRAINAGE AND FLOOD  
CONTROL IMPROVEMENTS FOR RALSTON CREEK AT CROKE CANAL  
AGREEMENT NO. 20-06.07A PROJECT NO. 107834

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.

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

APPROVED AND ADOPTED this 17th day of May, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_

FIRST 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. 20-06.07A  
Project No. 107834

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

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal" (Agreement No. 20-06.107) dated August 24<sup>th</sup>, 2020, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to construct 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 \$1,000,000; and

WHEREAS, the increased level of funding is necessary to finalize the design and construction for PROJECT;

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 11, Series of 2021); and

WHEREAS, the CITY anticipated the increase in cost for final design and construction and has appropriately allocated the additional funding in its 2021 Capital Improvement Project budget;

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 \$1,800,000 without amendment to this AGREEMENT.

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

| <u>ITEM</u>     | <u>AS AMENDED</u> | <u>ORIGINAL</u> |
|-----------------|-------------------|-----------------|
| 1. Final Design | \$ 250,000        | \$ 200,000      |
| 2. Right-of-way | \$ 100,00         | \$ 100,000      |
| 3. Construction | \$ 1,300,000      | \$ 400,000      |
| 4. Contingency  | \$ 150,000        | \$ 100,000      |
| Grand Total     | \$ 1,800,000      | \$ 800,000      |

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

|          | <u>Percentage Share</u> | <u>Previously Contributed</u> | <u>Additional Contribution</u> | <u>Maximum Contribution</u> |
|----------|-------------------------|-------------------------------|--------------------------------|-----------------------------|
| DISTRICT | 50%                     | \$400,000                     | \$500,000                      | \$900,000                   |
| CITY     | 50%                     | \$400,000                     | \$500,000                      | \$900,000                   |
| TOTAL    | 100.00%                 | \$800,000                     | \$1,000,000                    | \$1,800,000                 |

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 - \$900,000; DISTRICT - \$900,000) 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 FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

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

By\_\_\_\_\_

Name Ken A. MacKenzie

Title Executive Director

Date\_\_\_\_\_

\_\_\_\_\_  
Checked By

CITY OF ARVADA

By\_\_\_\_\_

Name: Marc Williams\_\_\_\_\_

Title Mayor\_\_\_\_\_

Date\_\_\_\_\_

ATTEST/WITNESS:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

For Rachel Morris, City Attorney

By:\_\_\_\_\_



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: R21-075 A Resolution Authorizing a License Agreement by and between the City of Arvada and Cherrywood Pointe Investment LLC for the Grant of a Revocable Encroachment License to Install an Underground Irrigation Line within the McIntyre Street Right-Of-Way, at Approximately the Southeast Corner of 63<sup>rd</sup> Avenue and McIntyre Street

### **Report in Brief**

United Properties is requesting approval of a revocable license to construct an irrigation line under McIntyre Street on the west side of the senior living project, Cherrywood Senior Living. This request has been done in order to irrigate landscaping on the west side of the street.

The Arvada team recommends that the City Council approve R21-075, A Resolution Authorizing a License Agreement by and between the City of Arvada and Cherrywood Pointe Investment LLC for the Grant of a Revocable Encroachment License to Install an Underground Irrigation Line within the McIntyre Street Right-Of-Way, at Approximately the Southeast Corner of 63rd Avenue and McIntyre Street.

### **Financial Impact**

The is no financial impact.

### **Background**

The subject property is located West of McIntyre Parkway and South of 63rd Avenue and is currently undeveloped. The City Council approved a Conditional Use for the Cherrywood Pointe project in August of 2020. As part of that application, the applicant determined that it was appropriate to landscape the west side of the future McIntyre Street in order to provide a buffer to the single family homes that are located west of the street right-of-way.

### **Discussion**

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

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

| <b>Div. 8-3-5-8B Revocable Right-of-Way License Agreement</b>                                                                                                                    | <b>Finding</b> | <b>Rationale</b>                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------|
| 1. The applicant agrees to the terms of a Revocable Right-of-Way License Agreement in a form approved by the City Attorney, including any insurance provision and provision that | Complies       | The applicant has signed the Revocable Right-of-Way License Agreement. |

**SUBJECT:** R21-075 A Resolution Authorizing a License Agreement by and between the City of Arvada and Cherrywood Pointe Investment LLC for the Grant of a Revocable Encroachment License to Install an Underground Irrigation Line within the McIntyre Street Right-Of-Way, at Approximately the Southeast Corner of 63<sup>rd</sup> Avenue and McIntyre Street

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**ITEM:** 8.A.3.

indemnify and hold the City harmless from future damages or liability claims.

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

Complies

The license requested complies with the LDC and the Arvada Municipal Code.

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

Complies

The license will not affect any utility infrastructure.

### **Public Contact**

Posting of the City Council agenda

### **Commission Recommendation**

No Planning Commission public hearing is required by the Land Development Code for this type of application.

### **Strategic Alignment**

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

### **Alternative Courses of Action**

N/A

### **Recommendation for Action**

The Arvada team recommends that the City Council approve R21-075, A license agreement by and between the City of Arvada and Cherrywood Pointe Investment, LLC for the granting of a revocable encroachment license to install a private irrigation line under City Right-of-Way.

### **Suggested Motion:**

I move that R21-075, A Resolution Authorizing a License Agreement by and between the City of Arvada and Cherrywood Pointe Investment LLC for the Grant of a Revocable Encroachment License to Install an Underground Irrigation Line within the McIntyre Street Right-Of-Way, at Approximately the Southeast Corner of 63<sup>rd</sup> Avenue and McIntyre Street, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager



**SUBJECT:** R21-075 A Resolution Authorizing a License Agreement by and between the City of Arvada and Cherrywood Pointe Investment LLC for the Grant of a Revocable Encroachment License to Install an Underground Irrigation Line within the McIntyre Street Right-Of-Way, at Approximately the Southeast Corner of 63<sup>rd</sup> Avenue and McIntyre Street

**PAGE:** 3  
**ITEM:** 8.A.3.

Reviewed by:

Approved by:

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| Robert Smetana, Manager of City Planning and Development        | 4/27/2021 |
| Ryan Stachelski, Director of Community and Economic Development | 4/29/2021 |
| Gail Walker, Legal Specialist-Contracts                         | 4/29/2021 |
| Emily Grogg, Senior Assistant City Attorney                     | 4/29/2021 |
| Rachel Morris, City Attorney                                    | 5/3/2021  |
| Lorie Gillis, Deputy City Manager                               | 5/4/2021  |
| Mark Deven, City Manager                                        | 5/4/2021  |

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-075

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND CHERRYWOOD POINTE INVESTMENT LLC FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO INSTALL AN UNDERGROUND IRRIGATION LINE WITHIN THE MCINTYRE STREET RIGHT-OF-WAY, AT APPROXIMATELY THE SOUTHEAST CORNER OF 63<sup>RD</sup> AVENUE AND MCINTYRE STREET

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 License Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Cherrywood Point Investment LLC, for the grant of a Revocable Encroachment License to install an underground irrigation line within the McIntyre Street right-of-way, at approximately the southeast corner of 63<sup>rd</sup> Avenue and McIntyre Street.

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

APPROVED AND ADOPTED this 17<sup>th</sup> day of May, 2021.

---

Marc Williams, Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

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

**Cherrywood Pointe**  
**Revocable Right-of-Way License Agreement**  
**DA2021-0005**

**NATURE OF REQUEST**

United Properties is requesting approval of a revocable license to construct an irrigation line under McIntyre Street on the west side of the senior living project in order to irrigate landscaping on the west side of the street

The proposed license area is approximately 187 square feet in size.

**LOCATION AND HISTORY**

The subject property is located west of McIntyre Parkway and south of 63<sup>rd</sup> Avenue and is currently undeveloped.

The City Council approved a Conditional Use for the Cherrywood Pointe project in August of 2020. As part of that application, the applicant determined that it was appropriate to landscape the west side of the future McIntyre Street in order to provide a buffer to the single family homes that are located west of the street right-of-way.

As part of the Site Plan application submitted in October of 2020, the applicant also submitted a request for a revocable license to allow for the installation of the irrigation line.

**NEIGHBORHOOD MEETING**

No neighborhood meeting is required by the Land Development Code for this type of application.

**PUBLIC NOTIFICATION**

No public notification is required by the Land Development Code for this type of application.

**DEVELOPMENT REVIEW TIMELINE**

The application review was completed with two submissions within six weeks. Both staff and the applicant met the anticipated review and response times.

### **ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN**

This project aligns with the Community and Economic Development strategic goals.

### **ZONING AND LAND USE**

The subject property is currently zoned CG, Commercial, General, and is approximately 187 square feet in size. The revocable license will allow for the installation of an irrigation line under the street, which will be constructed at part of the Cherrywood Pointe project.

Surrounding properties are zoned and utilized as follows:

| Direction | Zoning | Actual Use      |
|-----------|--------|-----------------|
| North     | MX-S   | Shopping Center |
| South     | R13    | Multifamily     |
| East      | OS     | Park            |
| West      | RN-7.5 | Single Family   |

### **ANALYSIS**

The applicant has requested a revocable license for the installation of an irrigation line under City right-of-way. The request has been referred to the dry utility companies has received no objection. The City has evaluated the request and determined that the license will not impact City infrastructure and is acceptable.

### **LAND DEVELOPMENT CODE APPROVAL CRITERIA**

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

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

| Div. 8-3-5-8B Revocable Right-of-Way License Agreement                                                                                                                                                                                                         | Finding  | Rationale                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------|
| 1. The applicant agrees to the terms of a Revocable Right-of-Way License Agreement in a form approved by the City Attorney, including any insurance provision and provision that indemnify and hold the City harmless from future damages or liability claims. | Complies | The applicant has signed the Revocable Right-of-Way License Agreement. |



|                                                                                                                                                                                                                                         |          |                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------|
| 2. The proposed sign, structure, or use complies with all applicable use, development, and design standards set forth in this LDC and the City of Arvada Municipal Code that have not otherwise been modified or waive.                 | Complies | The license requested complies with the LDC and the Arvada Municipal Code. |
| 3. The proposed sign, structure, or use shall not interfere with street intersection visibility, materially impede access to utilities or other facilities, or in any other way adversely affect the public health, safety, or welfare. | Complies | The license will not affect any utility infrastructure.                    |

### **STAFF RECOMMENDATION**

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the Revocable Right-of-Way License Agreement.

**A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND  
CHERRYWOOD POINTE INVESTMENT LLC FOR THE GRANTING OF A REVOCABLE  
ENCROACHMENT LICENSE TO INSTALL A PRIVATE IRRIGATION LINE UNDER CITY  
RIGHT-OF-WAY**

1.0 **PARTIES.** The parties to this license ("License") are the City of Arvada, a Colorado municipal corporation (hereinafter referred to as "Arvada") at 8101 Ralston Road, Arvada, Colorado 80001 and Cherrywood Pointe Investment LLC (hereinafter referred to as "Licensee") whose address is located at approximately the southeast corner of West 63<sup>rd</sup> Avenue and McIntyre Street, City of Arvada, County of Jefferson, State of Colorado, also known as Jefferson County Parcel Identification Number 30-121-99-001, Arvada Colorado ("Licensee's property").

2.0 **RECITALS AND PURPOSE.**

2.1 Arvada is the owner of property, or some interest in property, located in the City of Arvada, Jefferson County, Colorado, described as the McIntyre Street right-of-way, also known as "Arvada's Property".

2.2 The Licensee has expressed a desire to encroach upon a specific and limited portion of Arvada's property for the purpose of installing a private irrigation line within an area more particularly described in EXHIBIT A attached.

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

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

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

a. Any structures allowed by this License to be constructed, installed, placed, or kept upon Arvada's Property shall be so constructed, installed, placed, or kept at Licensee's sole expense and Licensee agrees to maintain any such structure in good repair during the period of this license. In addition, the constructed encroachment shall conform to all applicable laws and regulations, including, but not limited to, those described in the Arvada City Code.

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

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

a. Arvada may terminate this License at any time by giving written notice to the Licensee thirty (30) days in advance of the effective date of termination and specifying the date of termination therein and, in the event

Arvada exercises said right to terminate, Licensee expressly agrees to remove any encroachments from Arvada's property by the effective date of termination and return such property to its original condition as promptly thereafter as is reasonably possible, within thirty (30) days of said date of termination.

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

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

3.5 Arvada does not waive, nor shall anything herein be construed as a waiver of, any of the rights, privileges, or immunities granted to it under the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as amended.

3.6 Licensee agrees to repair and reconstruct any damage to Arvada's Property caused by the installation, operation, utilization, maintenance, repair, replacement, or removal of the encroachment within thirty (30) days of such damage and, upon the termination of this License, to return the Arvada Property to its original condition at the expense of Licensee and at no expense to Arvada.

4.0 **ASSIGNMENT.** This Agreement shall not be assigned by Licensee without the prior written consent of Arvada which may withhold its consent for any reason.

5.0 **NOTICES.** Any notice required or permitted by this License shall be in writing and shall be deemed to have been sufficiently given upon receipt or rejection by the addressee for all purposes if personally served or if sent by U.S. mail, return receipt requested, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties.

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

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

8.0 **GOVERNING LAW AND VENUE.** This License shall be governed by the laws of the State of Colorado without reference to its conflict of laws principles. Venue for any action

arising under this License or for the enforcement of this License shall be in the appropriate court for Jefferson County, Colorado.

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

10.0 **BINDING EFFECT.** This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns and shall constitute covenants running with Licensee's property. This License shall be recorded with the Clerk and Recorder's Office of Jefferson County, Colorado.

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

12.0 **PROVISIONS.** If any one or more of the provisions contained in this Agreement is for any reason held to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof. In that event, this Agreement shall be construed as if such invalid or unenforceable provision had never been included in this License.



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF ARVADA, a Colorado municipal  
corporation

\_\_\_\_\_  
Marc Williams, Mayor  
8101 Ralston Road  
P. O. Box 8101  
Arvada, CO 80001-8101

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Rachel A. Morris, City Attorney

LICENSEE

\_\_\_\_\_  
Licensee  
Title:  
Address:

STATE OF COLORADO

)

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021, by

\_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A STRIP OF LAND 5.00 FEET WIDE, BEING A PORTION OF MCINTYRE STREET LOCATED IN THE NORTH HALF OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

**COMMENCING** AT THE CENTER-NORTH 1/16<sup>TH</sup> CORNER OF SAID SECTION 12, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION BEARS NORTH 00°17'26" EAST, A DISTANCE OF 1,320.99 FEET, SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE NORTH 02°50'54" WEST, A DISTANCE OF 428.78 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°55'42" EAST, A DISTANCE OF 37.33 FEET TO THE **POINT OF TERMINUS**.

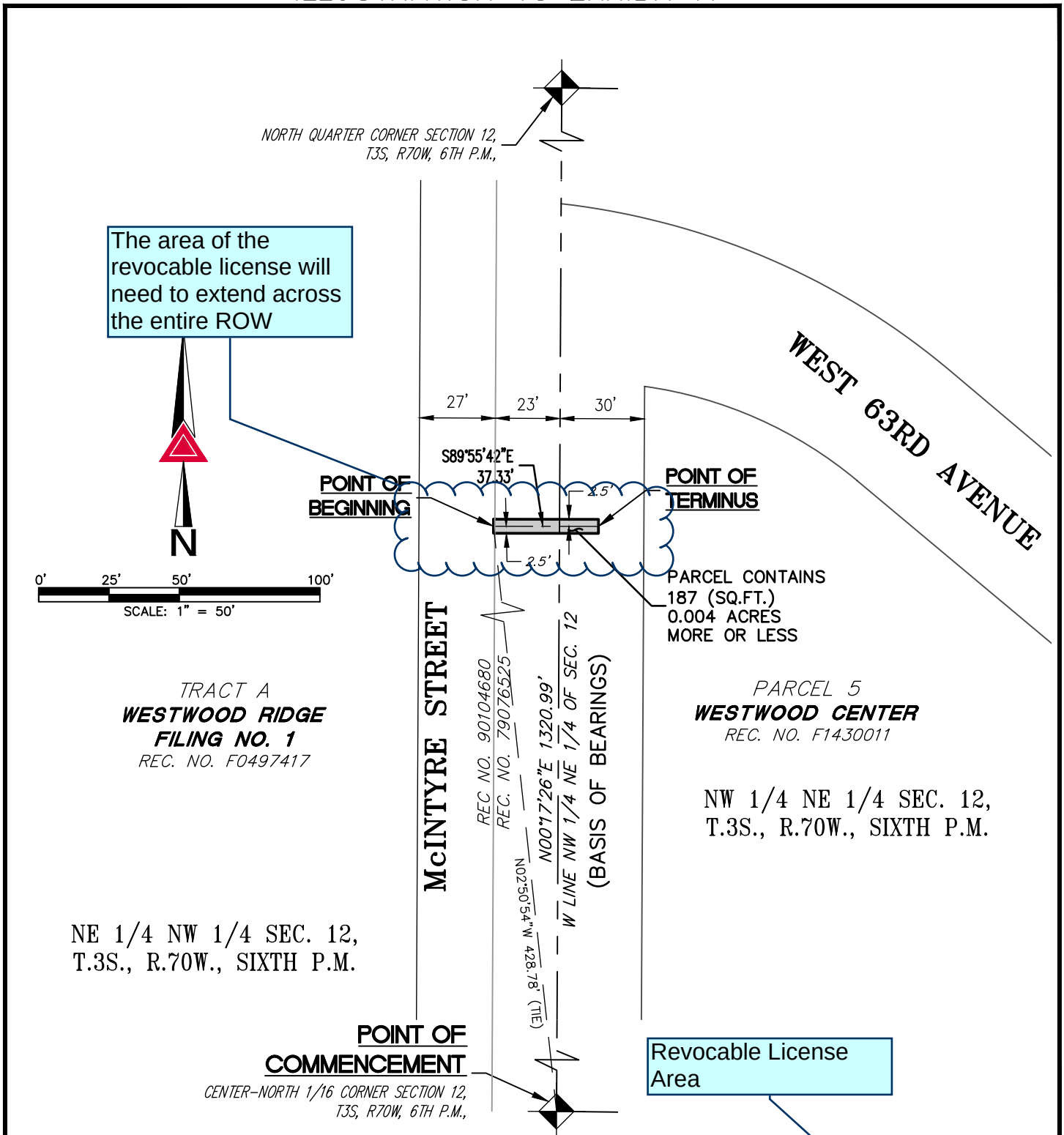
THE SIDELINES OF THE ABOVE-DESCRIBED PARCEL ARE TO BE PROLONGED OR SHORTENED TO TERMINATE AT A LINE PERPENDICULAR TO THE CENTERLINE THROUGH THE POINT OF BEGINNING AND THROUGH THE POINT OF TERMINUS.

THE ABOVE-DESCRIBED PARCEL CONTAINS 0.004 ACRES, (187 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

GERALD E. BOYSEN JR., COLORADO P.L.S. NO. 32428  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, COLORADO 80122  
303-713-1898

# ILLUSTRATION TO EXHIBIT A



PATH:  
DWG NAME: SLEEVE.DWG  
DWG: RBA CHK: GEB  
DATE: 03/01/2021  
SCALE: 1" = 50'



**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave,  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

Q:\96220-01 - Cherrywood Pointe - McIntyre & 63rd Ave - Final Plot\dwg\EXHIBITS

## IRRIGATION EASEMENT

**N 1/2 SEC 12, T3S, R70W, 6TH P.M.  
JEFFERSON COUNTY, COLORADO**

JOB NUMBER 96220-01

2 OF 2 SHEETS



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: R21-076 A Resolution Authorizing an Agreement By and Between the City of Arvada and A1 Chipseal Company for Construction of CSB-21-ST-02, 2021 Street Chip and Slurry Seal Program in an Amount Not to Exceed \$698,879.18

### **Report in Brief**

Council action is requested on the attached resolution authorizing an agreement with A-1 Chipseal Co. for Construction of CSB-21-ST-02, 2021 Street Chip and Slurry Seal Program in the amount of \$698,879.18.

This project involves the use of asphalt treatments, which include milling, chip and slurry seal that will ultimately increase the overall quality of roadways in the City.

The Arvada team recommends that the City Council approve R21-076, A Resolution Authorizing an Agreement By and Between the City of Arvada and A1 Chipseal Co. for Construction of CSB-21-ST-02, Street Chip and Slurry Seal Program in an Amount Not to Exceed \$698,879.18.

### **Financial Impact**

Financial Impact: \$698,879.18

This is a one-time request for project construction cost.

Fund: Streets Maintenance Fund, Account No. 04-705014-55009

### **Background**

Council action is requested on the attached resolution authorizing a Construction Contract Agreement with A-1 Chipseal Co. for Construction of CSB-21-ST-02, Street Chip and Slurry Seal Program in an Amount Not to Exceed \$698,879.18. This annual project involves the use of asphalt treatments, which include milling, chip and slurry seal that will ultimately increase the overall quality of roadways in the City.

Bids were opened April 9, 2021. One response was received. A-1 Chipseal Co. was selected because they offered the best value and most responsive bid substantiating they could meet service requirements.

### **Discussion**

A-1 Chipseal was selected because they offered the best value and most responsive bid, substantiating they could meet the City's service requirements. They have also completed asphalt chip and slurry seal work on many projects throughout the City as a subcontractor.

This year's program will include the following areas summarized below. Please note that these areas are also shown on a map and detailed list that is included in the agenda packet.

### **Slurry Seal Type II**



- Beech Ct – 87<sup>th</sup> Drive to 87<sup>th</sup> Parkway
- Beech Way – 87<sup>th</sup> Drive to 87<sup>th</sup> Drive
- Deframe Court – 87<sup>th</sup> Drive to Cul De Sac (CDS)
- Eldridge Street – CDS to 87<sup>th</sup> Lane
- Ellis Court – 87<sup>th</sup> Lane to CDS
- Flora Court – 87<sup>th</sup> Drive to CDS
- Gardenia Circle – 87<sup>th</sup> Drive to 87<sup>th</sup> Drive
- W 77<sup>th</sup> Avenue – 77<sup>th</sup> Drive to CDS
- W 77<sup>th</sup> Drive – CDS to Ward Rd
- W 77<sup>th</sup> Place – 77<sup>th</sup> Drive to CDS
- W 78<sup>th</sup> Circle – Ward Rd to Ward Rd
- W 80<sup>th</sup> Place – Zinnia Street to Youngfield Street
- W 81<sup>st</sup> Avenue – Alkire St to Youngfield St
- W 81<sup>st</sup> Pl – CDS to CDS
- W 87<sup>th</sup> Drive – 87<sup>th</sup> PKWY to 87<sup>th</sup> TER
- W 87<sup>th</sup> Lane – 87<sup>th</sup> Dr to 87<sup>th</sup> Dr
- W 87<sup>th</sup> TER – 87<sup>th</sup> Dr to 87<sup>th</sup> Dr
- Youngfield Street – CDS to 81<sup>st</sup> Avenue
- Zang Street – CDS to 81<sup>st</sup> Pl
- Zinnia Street – 78<sup>th</sup> Cir to 81<sup>st</sup> Ave

#### **Chip Seal Type II**

- W 72<sup>nd</sup> Avenue – Holman St to Xenophon Ct
- Ward Road – 77<sup>th</sup> Dr to Alkire St

#### **Hot Chip**

- W 82<sup>nd</sup> Ave – CL to Culebra St

This work is expected to be completed 90 days from the Notice to Proceed.

#### **Public Contact**

Posting of the City Council agenda.

#### **Commission Recommendation**

N/A

#### **Strategic Alignment**

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

*Maintains existing roads and transportation network in tandem with snow and ice control services to ensure swift and safe*

*transportation modes for the community.*

This street maintenance project will improve the quality of infrastructure throughout the City of Arvada. It is a direct effort to move toward achieving the overall goal of the street maintenance plan - to keep City streets in good condition.

**Alternative Courses of Action**

N/A

**Recommendation for Action**

The Arvada team recommends that the City Council approve R21-076, A Resolution Authorizing an Agreement By and Between the City of Arvada and A1 Chipseal Company for Construction of CSB-21-ST-02, 2021 Street Chip and Slurry Seal Program in an Amount Not to Exceed \$698,879.18

**Suggested Motion:**

I move that R21-076, A Resolution Authorizing an Agreement By and Between the City of Arvada and A1 Chipseal Company for Construction of CSB-21-ST-02, 2021 Street Chip and Slurry Seal Program in an Amount Not to Exceed \$698,879.18, be (approved) (rejected).

Prepared by:  
Christine Biddle, Administrative Specialist

Reviewed by:

Approved by:

|                                              |           |
|----------------------------------------------|-----------|
| James Smith, Pavement Management Coordinator | 4/15/2021 |
| Dan Pumphrey, Streets Manager                | 4/15/2021 |
| Karen Custer, Administrative Assistant       | 4/16/2021 |
| Don Wick, Director of Public Works           | 4/19/2021 |
| Bryan Archer, Director of Finance            | 4/20/2021 |
| Gail Walker, Legal Specialist-Contracts      | 4/27/2021 |
| Erika Pierce, Litigation Paralegal           | 4/27/2021 |
| Kylie Justus, Assistant City Attorney        | 4/27/2021 |
| Rachel Morris, City Attorney                 | 5/3/2021  |
| Lorie Gillis, Deputy City Manager            | 5/4/2021  |
| Mark Deven, City Manager                     | 5/4/2021  |

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-076

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF  
ARVADA AND A1 CHIPSEAL COMPANY FOR CONSTRUCTION OF CSB-21-ST-02, 2021  
STREET CHIP AND SLURRY SEAL PROGRAM IN AN AMOUNT NOT TO EXCEED  
\$698,879.18

WHEREAS, Arvada requires a contractor to complete its street chip and slurry seal projects on various City streets; and

WHEREAS, on March 23, 2021, Arvada solicited bids through a competitive sealed bidding process for the street chip and slurry seal program; and

WHEREAS, Arvada has selected A1 Chipseal Company to perform the work.

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 A1 Chipseal Company for Construction of CSB-21-ST-02, 2021 Street Chip and Slurry Seal Program in an Amount Not to Exceed \$698,879.18.

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

APPROVED AND ADOPTED this 17th day of May, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND A1 CHIPSEAL  
COMPANY FOR THE 2021 STREET CHIP AND SLURRY SEAL PROGRAM IN AN  
AMOUNT NOT TO EXCEED \$698,879.18**

- 1. PARTIES.** This Agreement is entered into by and between the City of Arvada, a home rule municipal corporation, 8101 Ralston Road, Arvada, CO 80002 (“Arvada”), and A1 Chipseal Company, 2505 E 74<sup>th</sup> Avenue, Denver, CO 80229 (“Contractor”).
- 2. RECITALS.**
  - 2.1** Arvada requires a contractor to complete chip seal type II, hot chip, and slurry seal type II projects throughout Arvada’s Streets, as depicted in **Exhibit A**, Program Map (the “Project”).
  - 2.2** On March 23, 2021, Arvada solicited bids through a competitive sealed bidding process for the Project. Arvada requested all bids be submitted by April 9, 2021.
  - 2.3** On April 9 2021, Contractor submitted a bid for the Project.
  - 2.4** Arvada has selected Contractor to perform the work required to complete the Project.

**NOW, THEREFORE**, Arvada and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**3.0 THE WORK.**

- 3.1** Contractor will commence and complete the street chip and slurry seal projects described in the Contract Documents relating to 21-ST-02, issued March 23, 2021, within 90 days of receiving the Notice to Proceed (the “Work”).
- 3.2** Arvada shall pay Contractor for the Work in an amount not to exceed **\$698,879.18**.
- 3.3** Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work within Arvada’s timeframe and monetary limitations.
- 3.4** Arvada will issue the Notice to Proceed within 7 days from the execution of this Agreement, unless another time is mutually agreed upon by Arvada and Contractor.
- 3.5** Contractor is required to begin work within 10 working days from receipt of the Notice to Proceed, unless another time is mutually agreed upon by the Contractor and Arvada.



- 3.6 DATE OF COMPLETION.** The Date of Completion for performance of the Work, including cleanup, will be 90 consecutive calendar days from the issuance of the Notice to Proceed, unless the contract time is adjusted by an executed change order.
- 3.7 PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be those outlined by Arvada in Section 21 of Special Terms and Conditions for Bidders in the CSB, which is included in the Contract Documents that are exhibits to this Agreement.
- 3.8** The term of this Agreement shall be from the Parties' execution of the Agreement until the Date of Completion established by the Notice to Proceed, unless the contract time is adjusted by executed change order.
- 3.9** The term "Contract Documents" means and includes the following:
- 3.9.1** Arvada's Request for 2021 Street Chip and Slurry Seal, CSB-21-ST-02 (CSB);
  - 3.9.2** CSB Exhibits;
  - 3.9.3** CSB Addenda;
  - 3.9.4** Contractor's Response to CSB-21-ST-02, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond;
  - 3.9.5** Notice of Award;
  - 3.9.6** Performance and Payment Bond;
  - 3.9.7** Notice to Proceed;
  - 3.9.8** Change Orders;
  - 3.9.9** City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements;
  - 3.9.10** Project special provisions prepared or issued by City of Arvada;
  - 3.9.11** Detail drawings and Bid Documents prepared or issued by City of Arvada;
  - 3.9.12** Specification Illustrations and attachments; and
  - 3.9.13** All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.
- 3.10** Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, and other CSB requirements, and agrees to be bound by those terms and conditions.

#### **4.0 CHANGES TO THE WORK.**

- 4.1** Arvada may, by written order signed by Arvada, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
  - 4.1.1** Changes in scope of services;
  - 4.1.2** Completion date;
  - 4.1.3** Contract amount;
  - 4.1.4** Any applicable material modifications; and/or
  - 4.1.5** Any other matters that the parties deem necessary.
- 4.2** The Contractor may request a Change in the Work (Requested Change Order), including one or more of the following:
  - 4.2.1** Changes in scope of services;
  - 4.2.2** Completion date;
  - 4.2.3** Contract amount;
  - 4.2.4** Any applicable material modifications; and/or
  - 4.2.5** Any other matters that the parties deem necessary.
- 4.3** Any Requested Change Order must include:
  - 4.3.1** A detailed description of the requested change to the original contract;
  - 4.3.2** Itemized documentation of any subcontractor costs;
  - 4.3.3** The total costs associated with the proposed change;
  - 4.3.4** The impact on the project completion date, if any, associated with the proposed change; and
  - 4.3.5** A statement of the contractual basis for the requested change.
- 4.4** The following may be considered a valid basis for requesting a Change Order:
  - 4.4.1** Contract Document error or omission;
  - 4.4.2** Arvada induced enhancement;
  - 4.4.3** Unforeseeable constructability issue; or
  - 4.4.4** Unforeseeable geotechnical issue.
- 4.5** The following will not be considered a valid basis for requesting a Change Order, absent extraordinary circumstances:
  - 4.5.1** Utility relocation;
  - 4.5.2** Utility conflicts;
  - 4.5.3** Foreseeable geotechnical issue;

4.5.4 Foreseeable constructability issue; and

4.5.5 Defective construction.

4.6 The Contractor shall not proceed with any change in the Work without the appropriate written authorization from Arvada.

## **5.0 PAYMENT FOR THE WORK.**

### **5.1 CONDITIONS OF COMPENSATION/CONDITION PRECEDENT.**

Financial obligations of Arvada payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available. Contractor shall not receive payment for any Work without its receipt of the required Notice to Proceed.

5.2 **RETAINAGE/INVOICE REQUIREMENTS.** Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado statutes (*see e.g.*, C.R.S. §§24-91-101 *et seq.*). Contractor agrees to follow Bid schedule. Arvada traditionally pays all invoices NET 15, but no later than NET 30. Invoices will accurately reflect actual work completed by Contractor.

5.3 **MEASUREMENT AND PAYMENT.** Measurement of the Work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Basis of Payment Section of the Standard Specifications, or as stated in the Special Conditions.

## **6.0 CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS.**

6.1 Contractor shall furnish a Performance Bond and a Payment Bond on Arvada's approved form, executed by a corporate surety licensed to transact such business in the State of Colorado, each in the full amount of estimated cost of this Agreement, \$698,879.18. If subsequent increases in the cost of this Agreement are made which substantially increase the applicable cost, increased bond limits shall be furnished by the Contractor upon the acceptance of the increase of cost by Arvada. The then current bonds shall apply to all Work included within the scope of the applicable project cost, including but not limited to all prior Work which may have been performed when previous bonds were in effect.

6.2 The Performance Bond shall remain in effect until at least one year after the date when such project receives Final Acceptance, except as otherwise provided by law or regulation or by the Contract Documents. The Payment Bond shall remain in effect for not less than the required statutory period. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. All bonds must be acceptable to Arvada.

- 6.3** If the surety on any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Colorado is terminated or it ceases to meet the requirements of Sections 12.1 and 12.2, the Contractor shall within 10 days thereafter, substitute another bond and surety, both of which must be acceptable to Arvada.

## **7.0 SUBCONTRACTORS.**

- 7.1** Contractor shall not award work to subcontractor(s) in excess of 50% of the total contract price without Arvada's prior written approval. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor's personnel. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.
- 7.2** The Contractor shall be responsible to Arvada for the acts and omissions of its agents and employees, Suppliers, Subcontractors performing Work under a contract with the Contractor, and such Subcontractors' lower tier subcontractors, agents, Suppliers, or employees.

## **8.0 INSURANCE REQUIREMENTS.**

- 8.1** The Contractor shall at its own expense keep in full force and effect during the term of the contract on Arvada projects insurance as follows:
- 8.1.1** The Contractor shall secure and maintain statutory workmen's compensation.
  - 8.1.2** The Contractor agrees to secure, at its own cost, a policy or policies of insurance sufficient to insure against the liability assumed by the Contractor pursuant to the provisions of the solicitation sent by Arvada or as determined by the Arvada Risk Manager.
  - 8.1.3** The Contractor's insurer must be rated "B+" or better, according to Best's Key Rating Guide and must be admitted to do business in the State of Colorado. Contractor shall provide Arvada with a certificate of insurance from a properly qualified representative of the insurer, that any policy purchased pursuant to this contract complies with the conditions required by this contract. The certificate of insurance must show current name and address of the insured(s) named in the policy.
  - 8.1.4** Contractor shall not commence any work under this contract, and shall not allow any subcontractor or any officer, employee, or agent of the Contractor or any subcontractor to commence any work under this contract, until any such certification has been received and approved by Arvada.



- 8.1.5** The Contractor shall not be relieved of any liability assumed pursuant to the foregoing paragraph by reason of its failure to secure insurance as required by this contract or by reason of its failure to secure insurance in sufficient amounts, of sufficient durations, or of sufficient types to cover such liability.
- 8.1.6** Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- 8.1.7** The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.
- 8.1.8** The following listed insurance requirements shall be carried by the selected Contractor for the preconstruction phase of the contract additional insurance requirements will be required for the construction phase of the contract:
- 8.1.8.1 Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
- 8.1.8.2 Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000 each accident/disease and \$500,000 aggregate.
- 8.1.8.3 Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
- 8.1.8.4 Umbrella Liability** of \$5,000,000, following form to the Commercial General Liability.
- 8.1.8.5 Railroad Protective Liability Insurance (RPLI)** as required by the Union Pacific Railroad Company (UPRR). Contractor's acquisition of RPLI may be allowed to be delayed with Arvada's approval; however, in all cases the Contractor must procure RPLI per the requirements of UPRR for all activities that require it, before any work can be performed inside UPRR right of way.

**9.0 LIQUID DAMAGES.** This project is to be completed, including cleanup, within 90 consecutive calendar days after the date specified in the Notice to Proceed, unless the contract time is adjusted by change order. The Contractor agrees to pay to the Arvada, as

liquidated damages, the sum of \$1,600.00 for each consecutive calendar day that the work exceeds the allotted contract time.

## **10.0 INDEMNIFICATION.**

**10.1** The Contractor shall indemnify, save and hold harmless Arvada, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement, but not to the extent such claims are caused by any act or omission of, or breach of contract by Arvada, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

**10.1.1 Architect, Engineer, Surveyor Services for Public Works Construction.** Contractor shall hold harmless and indemnify Arvada, its officers, and employees, against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions, or fault of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada.

**10.2 NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.

## **11.0 ADDITIONAL PROVISIONS.**

**11.1 PREFERENCES IN EMPLOYMENT OF COLORADO LABOR.** To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

**11.1.1** Colorado labor shall be employed to perform eighty percent (80%) of the work.

**11.1.2** Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

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

- 11.3 NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
- 11.4 TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.
- 11.5 GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.
- 11.6 OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.
- 11.7 PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.
- 11.8 NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.

- 11.9 ASSIGNMENT.** Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.
- 11.10 SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.
- 11.11 INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
- 11.12 LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.
- 11.13 STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.

- 11.14 TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.
- 11.15 WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.
- 11.16 RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada will pay Contractor for requested work performed up until the time of termination, not to exceed the total amount of the contract price agreed upon by Arvada and Contractor.
- 11.17 EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.
- 11.18 PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.
- 11.19 COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 11.20 BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.



- 11.21 GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
- 11.22 OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
- 11.23 BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 11.24 PARAGRAPH CAPTIONS.** The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 11.25 INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.
- 11.26 NOTICES.** Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by:
- 11.26.1** Confirmed electronic transmission. It shall be deemed received on the transmission date if transmitted on a business day and during

normal business hours of the recipient, and otherwise on the next business day following transmission.

**11.26.2** Certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

**11.26.3** Notice shall be given to the following depending on the project manager listed on the purchase order:

**For Arvada:**

James Smith  
Pavement Management Coordinator  
8101 Ralston Rd.  
Arvada, CO 80002  
[jasmith@arvada.org](mailto:jasmith@arvada.org)

**For Contractor:**

Josh Krueger  
Vice President  
2505 E. 74<sup>th</sup> Ave.  
Denver, CO 80229  
[jkrueger@a-1chipseal.com](mailto:jkrueger@a-1chipseal.com)

**with copy to:**

Christine Biddle  
Administrative Specialist for Public Works  
[cbiddle@arvada.org](mailto:cbiddle@arvada.org)

**11.27 BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF ARVADA**, a Colorado home  
rule municipal corporation

---

Marc Williams, Mayor  
8101 Ralston Road  
Arvada, CO 80002

ATTEST:

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City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

**A-1 CHIPSEAL COMPANY**

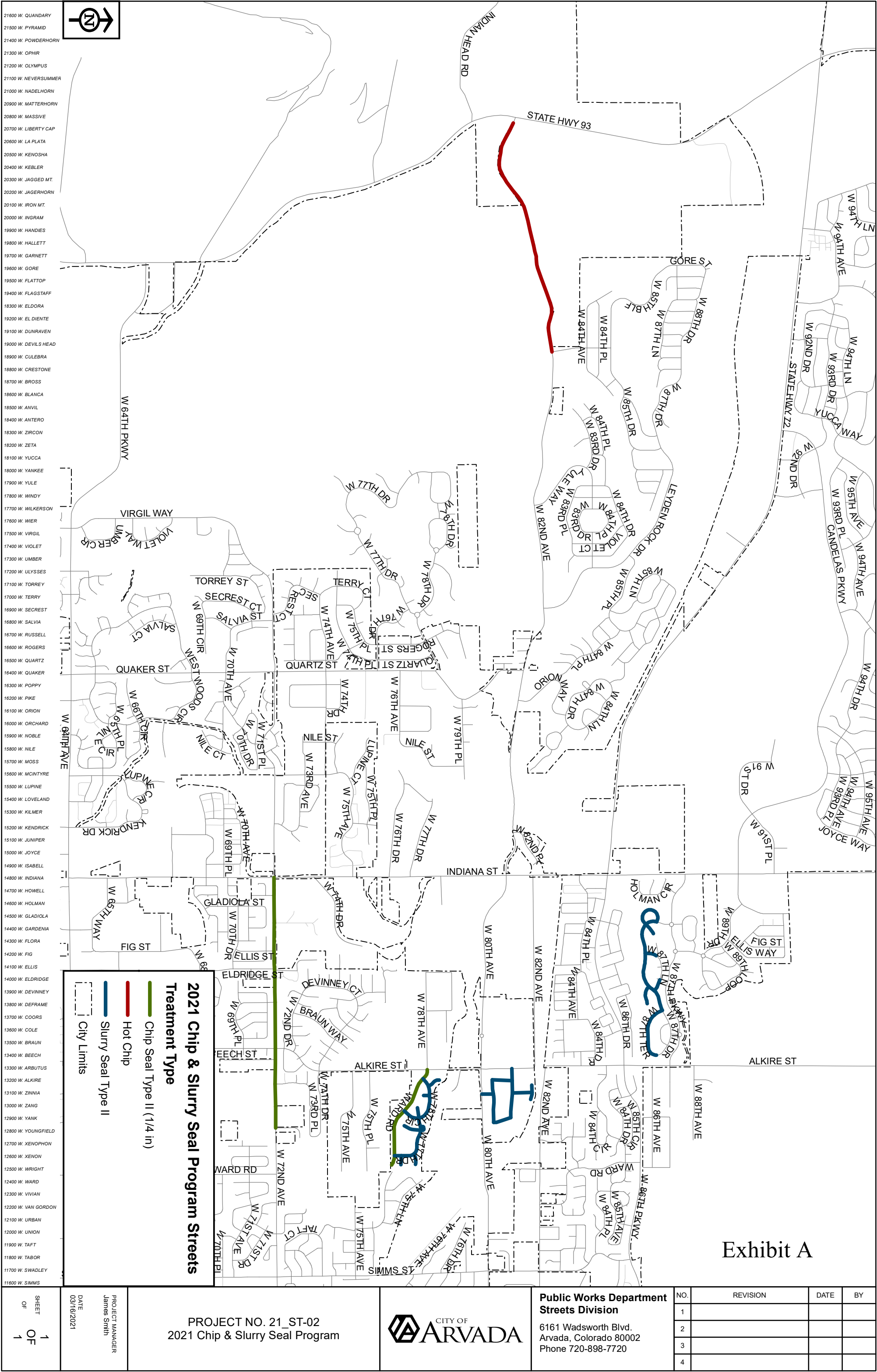
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Josh Krueger, Vice President  
2505 E. 74<sup>th</sup> Ave.  
Denver, CO 80229  
[jkrueger@a-1chipseal.com](mailto:jkrueger@a-1chipseal.com)

WITNESS:

---

Dennis Martinez, Senior Estimator  
2505 E. 74<sup>th</sup> Ave.  
Denver, CO 80229  
[dennism@asphaltrepair.com](mailto:dennism@asphaltrepair.com)



PROJECT NO. 21\_ST-02

2021 Chip & Slurry Seal Program

CITY OF ARVADA

Public Works Department

Streets Division

6161 Wadsworth Blvd.

Arvada, Colorado 80002

Phone 720-898-7720

NO.

1

2

3

4

REVISION

DATE

BY

21600 W. QUANDARY

21500 W. PYRAMID

21400 W. POWDERHORN

21300 W. OPHIR

21200 W. OLYMPUS

21100 W. NEVERSUMMER

21000 W. NADELHORN

20900 W. MATTERHORN

20800 W. MASSIVE

20700 W. LIBERTY CAP

20600 W. LA PLATA

20500 W. KENOSHA

20400 W. KEBLER

20300 W. JAGGED MT.

20200 W. JAGERHORN

20100 W. IRON MT.

20000 W. INGRAM

19900 W. HANDIES

19800 W. HALLETT

19700 W. GARNETT

19600 W. GORE

19500 W. FLATTOP

19400 W. FLAGSTAFF

18300 W. ELDORA

19200 W. EL DIENTE

19100 W. DUNRAVEN

19000 W. DEVILS HEAD

18900 W. CULEBRA

18800 W. CRESTONE

18700 W. BROSS

18600 W. BLANCA

18500 W. ANVIL

18400 W. ANTERO

18300 W. ZIRCON

18200 W. ZETA

18100 W. YUCCA

18000 W. YANKEE

17900 W. YULE

17800 W. WINDY

17700 W. WILKERSON

17600 W. WIER

17500 W. VIRGIL

17400 W. VIOLET

17300 W. UMBER

17200 W. ULYSSES

17100 W. TORREY

17000 W. TERRY

16900 W. SECREST

16800 W. SALVIA

16700 W. RUSSELL

16600 W. ROGERS

16500 W. QUARTZ

16400 W. QUAKER

16300 W. POPPY

16200 W. PIKE

16100 W. ORION

16000 W. ORCHARD

15900 W. NOBLE

15800 W. NILE

15700 W. MOSS

15600 W. MCINTYRE

15500 W. LUPINE

15400 W. LOVELAND

15300 W. KILMER

15200 W. KENDRICK

15100 W. JUNIPER

15000 W. JOYCE

14900 W. ISABELL

14800 W. INDIANA

14700 W. HOWELL

14600 W. HOLMAN

14500 W. GLADIOLA

14400 W. GARDENIA

14300 W. FLORA

14200 W. FIG

14100 W. ELLIS

14000 W. ELDRIDGE

13900 W. DEVINNEY

13800 W. DEFRAME

13700 W. COORS

13600 W. COLE

13500 W. BRAUN

13400 W. BEECH

13300 W. ARBUTUS

13200 W. ALKIRE

13100 W. ZINNIA

13000 W. ZANG

12900 W. YANK

12800 W. YOUNGFIELD

12700 W. XENOPHON

12600 W. XENON

12500 W. WRIGHT

12400 W. WARD

12300 W. VIVIAN

12200 W. VAN GORDON

12100 W. URBAN

12000 W. UNION

11900 W. TAFT

11800 W. TABOR

11700 W. SWADLEY

11600 W. SIMMS

Slurry Seal Type II

Hot Chip

Chip Seal Type II (1/4 in)

2021 Chip &amp; Slurry Seal Program Streets

PROJECT NO. 21\_ST-02

2021 Chip & Slurry Seal Program

CITY OF ARVADA

Public Works Department

Streets Division

6161 Wadsworth Blvd.

Arvada, Colorado 80002

Phone 720-898-7720

NO.

1

2

3

4

REVISION

DATE

BY

Exhibit A



## COMPETITIVE SEALED BID

**BID #:** CSB-21-Street Chip & Slurry Seal

**Title:** 2021 Street Chip & Slurry Seal Program

**CSB Issued:** 3/23/2021

**Bids Due By:** 4/9/2021 1:00 pm local time

**Questions Deadline:** 3/31/2021 1:00 pm local time

**Delivery Date:** 90 days after notice to proceed

**Delivery address:** **Electronic Submissions must be submitted online at BidNetDirect.com.**

Limit the # of separate submission documents to 1, and the company name must start the uploaded file name as these will be moved to a shared Team Drive for evaluation.  
Late responses will not be considered for award.

**For additional information, contact:** Whitney Smith, [wsmith@arvada.org](mailto:wsmith@arvada.org)

### Documents included in this BID:

|                                                                      |         |
|----------------------------------------------------------------------|---------|
| Cover Page                                                           | page 1  |
| Advertisement for Bidders                                            | page 2  |
| General Terms and Conditions                                         | page 3  |
| Special Terms and Conditions for Bidders                             | page 6  |
| Insurance Requirements                                               | page 8  |
| Project Special Provisions                                           | page 9  |
| Submittal Forms to be Completed and Returned                         |         |
| • Bid Bond ( <u>a PICTURE of the Bond</u> or upload to BidnetDirect) | page 23 |
| • Bid Proposal                                                       | page 24 |
| • Bid Schedule                                                       | page 25 |
| Submittal Checklist and References to be Completed and Returned      | page 28 |
| Preview of Documents if Awarded                                      | page 29 |

### ARVADA'S VISION MISSION AND VALUES

**VISION:** We dream big and deliver.

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

#### **VALUES:**

**Innovation** – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives. **Passion** – We are a high performing, inclusive team inspiring each other to pursue excellence.

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





## **ADVERTISEMENT FOR BIDS**

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, Project No., Project Title: **2021 Street Chip & Slurry Seal Program**

The BID DOCUMENTS, consisting of Advertisement for Bids, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum when issued, Bid Bond, Bid Proposal, Bid Schedule, Performance and Payment Bond, Submittal Checklist and References, Sample documents, and the Project Drawings may be examined at the following location: [www.bidnetdirect.com](http://www.bidnetdirect.com)

No cost bid documents may be obtained at [www.bidnetdirect.com](http://www.bidnetdirect.com) on or after \_\_\_\_\_

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK ARE:

| Item No. | Item Description                       | Bid Qty | Unit |
|----------|----------------------------------------|---------|------|
| 1        | Removal of Pavement Marking            | 11425   | SF   |
| 2        | Erosion and Sediment Control           | 1       | LS   |
| 3        | Slurry Seal Type II                    | 62111   | SY   |
| 4        | Chip Seal Type II (1/4 in)             | 49845   | SY   |
| 5        | Chip Seal Type III (3/8 in)            | 0       | SY   |
| 6        | Hot Chip Seal                          | 19290   | SY   |
| 7        | Mobilization                           | 1       | LS   |
| 8        | Temporary Raised Pavement Markers      | 1       | LS   |
| 9        | Traffic Control Management (TCM)       | 29      | DY   |
| 10       | Flagger                                | 938     | HR   |
| 11       | Arrow Board                            | 32      | DY   |
| 12       | Portable Variable Message Sign         | 32      | DY   |
| 13       | Uniform Traffic Control (UTC)          | 32      | HR   |
| 14       | Uniform Traffic Control Vehicle (UTCV) | 32      | HR   |
| 15       | Citizen Notification                   | 1       | LS   |
| 16       | Minor Contract Revisions               | 1       | LS   |

Miscellaneous items include citizen notification, traffic control, and other appurtenances.

**Bidders, subcontractors and suppliers must be familiar with the current City of Arvada *Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements*, dated January 12, 2016, which will be combined with the Bid Documents to form the Contract Documents for the Project. A copy of the Standards may be obtained from the office of the City Engineer upon a non-refundable payment of \$50.00. Holders will be notified when supplemental revisions and additions are available as they are adopted. The Standards are also available at no cost on the City's web site at [www.arvada.org](http://www.arvada.org). Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.**

Date: \_\_\_\_\_

CITY OF ARVADA

---

PE City Engineer  
8101 Ralston Road  
Arvada, Colorado 80002

## **GENERAL TERMS AND CONDITIONS**

**1. PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.** Financial obligations of the City of Arvada, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the City Council for the City of Arvada. The City of Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution.

**2. TAXES.** The City of Arvada is not subject to taxation. Contractor shall not invoice Arvada for any state, federal or local taxes whatsoever. Upon written notification by the City of Arvada, Contractor shall reimburse the City of Arvada in a timely manner for any taxes erroneously paid by the City of Arvada. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Arvada is 98-01789-0000. An exemption certificate will be provided, where applicable, upon request.

**3. NO INDEMNIFICATION BY ARVADA.** The City of Arvada is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying anyone. Therefore, notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada does not indemnify Contractor or anyone else under this Agreement.

### **4. INDEMNIFICATION OF CITY.**

A. Contractor: Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, Contractor agrees to investigate, defend, indemnify and hold harmless Arvada, its elected officials, officers, employees, agents, insurers, and representatives from and against any claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney fees and other costs and expenses of litigation, which may be asserted against or incurred by Arvada or for which Arvada may be liable, arising from the negligence, willful misconduct, or other fault of Contractor or its employees, agents, or subcontractors in performance of the Agreement. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as it may from time to time be amended.

(or)

B. Architect, Engineer, Surveyor Services for Public Works Construction: Contractor agrees to hold harmless and indemnify Arvada, its officers and employees, from and against any liability or any claims, suits, or actions arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions or fault of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein is intended to be nor construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, as it may from time to time be amended.

**5. NO OPINION OF COUNSEL LETTERS.** Pursuant to Section 8.1 of the Arvada City Charter, the City Attorney provides advice to the City Council and City Officials in matters relating to their official powers and duties, and will perform such other duties as City Council may prescribe by ordinance or resolution. The City Attorney will not issue opinion of counsel letters, memoranda or statements to third parties, including, but not limited to that any contract or lease is binding on the public entity, enforceable, etc.

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

**7. OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of the City of Arvada or others.

**8. ASSIGNMENT.** Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada's express written consent.

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

**10. INDEPENDENT CONTRACTOR.** Contractor and Arvada hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Arvada except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of Arvada.

**11. SUBCONTRACTING.** Contractor shall not award work to subcontractor(s) in excess of fifty percent of the total contract price without Arvada's prior written approval. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor's personnel. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.

**12. ILLEGAL ALIENS; PUBLIC CONTRACTS FOR SERVICES.** To the extent that obligations and responsibilities may be established by C.R.S. §§8-17.5-101 *et seq.*, (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:

- A. Successful Vendor ("Contractor") shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. Contractor confirms the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the "Program").
- B. Contractor is prohibited from using Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
- C. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
  - (i). Notify the subcontractor and the City of Arvada within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii). Terminate the subcontract with the subcontractor if within three (3) days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act.
- E. Any provision of the Agreement to the contrary notwithstanding, if Contractor violates any provision of this Section, the City of Arvada may terminate the Agreement, without breach or default by the City of Arvada, and Contractor shall be liable for actual and consequential damages to the City of Arvada arising out of such violation.
- F. Contractor represents that, prior to executing the Agreement, Contractor has certified that at the time of the certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and Contractor will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. By execution of this Agreement, Contractor shall be deemed to have renewed such certification.
- G. Contractor acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. §8-17.5-102(2)(b)(I) (as amended).

**13. NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing contained in this or any of the exhibits attached thereto shall be construed as a waiver of any of the immunities, limitations, privileges, rights, procedures, or requirements contained in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*

**14. RIGHT TO TERMINATE.** The City of Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension thereof. In the event of termination by the City of Arvada for convenience, Contractor will be paid for requested work performed up until the time of termination by the City of Arvada, not to exceed the total amount of the contract price agreed upon by the parties.

**15. COMPLIANCE WITH ALL LAWS.** All of the services performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the charter, ordinances, rules and regulations of the City of Arvada.

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

**17. GOVERNING LAW AND VENUE.** Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Jefferson County, Colorado.

**18. FORCE MAJEURE.** Any delays in or failure of performance by any party of his or its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

**19. BINDING ARBITRATION PROHIBITED.** The City of Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in response to the solicitation, or incorporated by reference, shall be null and void.

**20. EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.

**21. BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation.

**22. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR.** To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

**23. RETAINAGE REQUIREMENTS.** Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (see e.g., C.R.S. §§24-91-101 *et seq.*). Payment from Arvada will traditionally be paid NET (15) days but no later than NET thirty (30) days. Invoices will accurately reflect actual work completed by Contractor.

## **SPECIAL TERMS AND CONDITIONS FOR BIDDERS**

**1. RECEIPT AND OPENING OF BIDS.** Bids submitted electronically on the BidnetDirect.com web site only become available to the City of Arvada after the Bid closes. Bidder shall assume full responsibility for timely upload of bid to the Bidnetdirect web site. The City reserves the right, where its best interest will be served, to accept or reject any conditional or qualified Bid.

**2. QUANTITY AND NATURE OF THE WORK.** Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including Addendum. After Bids have been submitted the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

**3. CONTENTS OF BID.** Contractors are required to submit Bids with the following conditions:

- 1) Contractors shall make all investigations necessary to inform themselves of the sites affected and the work required by the Solicitation.
- 2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- 3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Bids. A copy of such addenda will be publicly posted with the original CSB posting.
- 4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.



**4. BID SECURITY.** Each Bid must be accompanied by a PHOTO of the Bid Bond, on the form attached to these contract documents, payable to the City for five (5) percent of the total amount of the Bid. As soon as the bid Prices have been compared, the City will notify an intent to award on the Bidnetdirect.com web site. The vendor who is named as the intent to award Contractor must submit the physical Bid Bond within 10 days or the intent to award may be revoked. The Bid Bond of the successful Bidder will be retained until the Payment and Performance Bond has been executed and approved after which it will be returned. A certified check may be used in lieu of a Bid Bond.

**5. POWER OF ATTORNEY.** Attorneys-in fact who sign Bid Bonds or Payment and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

**6. QUALIFICATION OF BIDDER.** The City may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the Contract Agreement and to complete the work contemplated therein. The City reserves the right, before awarding the contract, to require a Contractor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

**7. AWARD OF CONTRACT.** Bids shall be awarded to the lowest-priced responsible and most responsive bidder whose bid meets the requirements and criteria set forth in the CSB within the limits of funds available and that best serves the City's interest. The City, within seven (7) calendar days of receipt of acceptable Contract Security and triplicate copies of the Contract Agreement, signed by the Bidder to whom the Contract was awarded, shall sign the Contract Agreement and return to the Bidder an executed copy of the Contract Agreement. Should the City not execute the Contract Agreement within such period, the Bidder may, by written notice, withdraw his signed Contract Agreement. Such notice of withdrawal shall be effective upon receipt of the written notice by the City.

**8. NOTICE OF AWARD AND FAILURE TO ENTER INTO CONTRACT.** The party to whom the Contract is to be awarded will be required to execute the Contract Agreement in triplicate, obtain Certificates of Insurance and a Performance and Payment Bond, as Contract security, within five (5) calendar days from the date the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the Contract Agreement and the necessary Performance and Payment Bond forms. In case of failure of the bidder to execute the Contract Agreement and provide satisfactory Insurance and Contract Security, the City may at his option, consider the Bidder in default, in which case the Bid Bond accompanying the Proposal shall become the property of the City.

**9. CONTRACT DOCUMENTS.** The Contract Documents consisting of the Bid Documents, which include the Advertisement for Bids, Information for Bidders, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum, Bid Bond, Bid Proposal, Bid Schedule, Vendor Submittal Form, Construction Drawings, Supplemental Specifications and the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", dated January 12, 2016, which include the Measurement and Payment specifications, and the attached Notice of Award form, Contract Agreement form, Performance and Payment Bond form, Notice to Proceed form, and Change Order form, when combined, contain the provisions required for the construction of the Project. Information obtained from an agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

**10. TERM OF CONTRACT.** This contract shall commence on the date of the purchase order or contract execution and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Bid have been accepted by the City's authorized representative. Any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

**11. PRICING SHALL BE FIXED AND FIRM.** The prices offered by the Contractor shall remain fixed and firm for at least 90 ninety days. No changes in the Bid shall be allowed after the date and time of the Bid deadline due to error by the Contractor.

**12. CONTRACT SECURITY.** A Performance and Payment Bond, on the form attached to these contract documents, in the amount of 100% of the Contract price, with a corporate surety approved by the City, will be required for the faithful performance of the Contract.

**13. NOTICE TO PROCEED.** The Notice to Proceed shall be issued within seven (7) calendar days of the execution of the Contract Agreement by the City. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the Contractor. In the event the Notice to Proceed has not been issued within the seven day period or within the period mutually agreed upon the Contractor may terminate the Contract Agreement without further liability on the part of either party.

**14. MODIFICATION OR WITHDRAWAL OF BIDS BY CONTRACTOR.**

**Modifications to Bids-** Changes to the Bid after the submission deadline shall be allowed only when the Contractor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the Contractor's name, address, Solicitation Number and title included.

**Withdrawal of Bids**- If a Bid is withdrawn by Contractor after the Bid Opening, the City may, at its option, suspend the Contractor for a six (6) month period following the withdrawal. Withdrawal of the Bid after the Bid Opening will result in the Contractor forfeiting the provided Bid Bond.

**15. REJECTION OF OFFERS BY CITY.**

- A. The City may reject a Bid, in whole or in part, for reasons including, but not be limited to:
  - 1) The Contractor misstates or conceals any material fact in its Proposal;
  - 2) The Contractor's Bid does not strictly conform to the law or requirements of the Solicitation;
  - 3) The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
  - 4) The Bid does not include documents which are required for submission with the Bid; or
  - 5) The Bid has not been executed by the Contractor through an authorized signature.
- B. The City may, at its sole and absolute discretion:
  - 1) Reject all or parts of Bids submitted by prospective Contractors;
  - 2) Re-advertise this Solicitation;
  - 3) Postpone or cancel the Solicitation;
  - 4) A Bid may not be accepted from, nor any contract be awarded to, any person or firm which
    - a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
    - b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
    - c) has pending litigation against the City on the date and time that the Solicitation is due.

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

**17. ELIGIBILITY OF CONTRACTORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED.**

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

**18. ELECTRONIC PAYMENT METHODS - CITY OF ARVADA SINGLE USE ACCOUNT.**

Contractors are encouraged to consider the following method of payment.

Single Use Account: The City incorporates the use of Single User Accounts as an option to seamlessly process payment of larger dollar purchase orders and contracts to vendors/contractors/providers. A secure, one-time payment transaction account processes to pay invoices via the Contractor's merchant bank. Invoice payments have an enhanced speed-of-pay cycle that can significantly benefit cash flow.

**19. CONDITIONS OF WORK AND OBLIGATION OF BIDDER.** Each Bidder is responsible for independently inspecting the site and for reading and being thoroughly familiar with the Contract Documents and for providing the names of major suppliers and sub-contractors in the space provided on the Bid Proposal form. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to his Bid Proposal.

**20. CONTRACTOR LICENSE.** The Contractor to whom the contract is awarded and any subcontractors employed by the Contractor must have or acquire the appropriate Contractor's license issued by the City of Arvada Engineering Division, including submittal of license bond, necessary insurance certificate, and license fee before initiating any work. The Contractor and any subcontractors will also be required to obtain a no charge Public Improvements Permit from the City of Arvada Engineering Division prior to initiating any and all work on this project.

**21. PERFORMANCE MEASUREMENTS FOR SERVICES MORE THAN \$15,000.**

The City has incorporated Performance Management into its organizational culture. The City will monitor and report on the following performance measures. These measures will determine, in part, renewals and eligibility for future awards. Measures include: (a) safety as defined by observation and OSHA reportable injuries, (b) quality of contracted work, (c) work completed within required schedule, (d) administration and coordination of estimates, RFIs, ASIs, change orders, pay requests and close out documents, (e) fair and justifiable change orders, (f) responsiveness and follow through on requests.

**SERVICES** means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

### 23. PREPARATION AND SUBMISSION.

Bids will be prepared as follow:

- 1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 2) Contractors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- 3) The only authorized version of this Bid is posted on [WWW.BIDNETDIRECT.COM](http://WWW.BIDNETDIRECT.COM). Registration is available to receive email notification of new solicitations, addenda, and communications.

### **INSURANCE REQUIREMENTS**

The following listed insurance requirements shall be carried by the selected Contractor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$2,000,000.00 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.00 per accident.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000.00 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
4. ☒ **Umbrella Liability** of \$5,000,000.00, following form to the Commercial General Liability.
5. ☐ **Pollution Legal Liability Insurance** for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.

### **Additional Insurance Requirements:**

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required insurance documents within 15 calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

## **SPECIAL CONDITIONS**

City of Arvada Project No. 21-ST-02, 2021 Street Chip and Slurry Seal Program. Conditions peculiar, but essential, to the successful performance and acceptance of the work on this project are itemized below. As such, they shall take precedence over the Arvada *Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements* ("City Engineering Code").

### **A. GENERAL CONSIDERATIONS**

#### ***SC-A-1 CONTRACT TIME AND LIQUIDATED DAMAGES:***

This project is to be completed, including cleanup, within 90 consecutive calendar days after the date specified in the Notice to Proceed, unless the contract time is adjusted by change order. The bidder shall agree to pay to the owner, as liquidated damages, the sum of \$1,600.00 for each consecutive calendar day that the work exceeds the allotted contract time.

#### ***SC-A-2 MEASUREMENT AND PAYMENT:***

Measurement of the work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Basis of Payment Section of the Standard Specifications, or as hereinafter stated in the Special Conditions.

#### ***SC-A-3 NON CONFORMITY OF MATERIAL OR FINISHED PRODUCT:***

Where materials installed or the finished product fail to meet the minimum requirements of these Contract Documents, the basis of determining final payment to the contractor shall be determined in accordance with the current revised Section 105.03 of the 2017 edition of the Colorado Department of Highways Standard Specifications and supplement thereto.

#### ***SC-A-4 INSURANCE REQUIREMENTS:***

The Contractor shall at his own expense, maintain insurance in full force and effect, in accordance with the requirements of section 2.33 of the Standard Specifications throughout the duration of the contract with the City.

#### ***SC-A-5 OSHA REQUIREMENTS:***

Observing the rules and regulations required by the Occupational Health and Safety Administration (OSHA) is the responsibility of the Contractor on this project.

#### ***SC-A-6 CITY HOLIDAYS:***

The Contractor, when performing work on a city holiday, Saturday, Sunday, or in excess of ten (10) hours on a weekday, in accordance with Section 27-174(b)(2) of the Code of the City of Arvada, agrees to reimburse the Owner for the inspector's time at the following rate:

First 2 hours, or fraction thereof: \$100.00  
Each additional 2 hours or fraction thereof: \$100.00

Payment shall be made payable to the City of Arvada within ten days of the date of invoice from the Owner.

#### ***SC-A-7 MINOR CONTRACT REVISIONS:***

Miscellaneous modifications in the work, ordered by the Project Manager in the form of a field order, will be considered a minor contract revision. Payment for accepted work performed under this pay item "Minor Contract Revision" will be made in accordance with General Conditions and 2.16 and 2.17 of the City Engineering Code. If the Contractor feels that a field order issued by the Project Manager entitles the

Contractor to a change in the total contract price or time, or both, (i.e. the contractor feels that the field order involves costs over and above the amount available in the Minor Contract Revisions bid item) then the Contractor shall notify the Project Manager, in writing, within 7 days after receipt of the field order. The Contractor shall not execute any such field order changes ordered by the Project Manager pending the receipt of a written Change Order document executed either by the City Manager or Mayor authorizing an increase in the total contract price. Any such work completed by the contractor prior to receipt of an executed Change Order will be at the Contractor's risk and be subject to removal by the Contractor should a Change Order not be approved and executed by the City Manager or Mayor for such work.

***SC-A-8 FIELD ORDERS:***

An authorized representative of the Contractor shall acknowledge receipt of field orders by promptly signing all written field orders delivered to the job site. Verbal field orders given by the Project Manager will be recorded in writing in the municipal inspector's daily report that is to be signed by the contractor's authorized representative.

***SC-A-9 PROJECT STATUS MEETINGS:***

Meetings for discussion of project status, scheduling, and problem solving will be held weekly or as necessary as determined by the Project Manager at a location and time determined at the pre-construction conference. The Contractor shall ensure their Project Manager or Superintendent is present at these meetings to discuss and have available weekly quantity updates on work that has been completed, three week look-ahead schedule for purposes of inspection and testing, citizen notification, and other issues as they may arise. Field meetings with the Contractor, Project Manager and Project Inspector will be held to discuss specific issues on an as-needed basis.

***SC-A-10 CHANGE OF METHOD:***

Any cost due to change in construction method will be the responsibility of the contractor.

***SC-A-11 CONSTRUCTION WATER:***

All construction water will be provided by the City free of charge through existing City owned fire hydrants. Contractor will be required to obtain a hydrant meter from the City Utilities division which will require a \$1,250 refundable meter deposit upon return of the meter in acceptable working condition.

***SC-A-12 STORMWATER CONSTRUCTION PERMIT:***

The Contractor shall be required to obtain a City of Arvada Site Development Permit from the Arvada Storm Water Utility Division. For permit requirements go to [Arvada.org/services](http://Arvada.org/services) and click on Building/Development. Contractor shall implement best management practices that include inlet protection for all inlets affected by the work as well as stockpile protection in order to control runoff from stockpiles. Contractor shall also be required to perform street sweeping daily to limit tracking from the work site. Uncontrolled releases of dirt or silt from the project into drainage ways, which includes the gutter or storm-water inlets, constitutes a violation of Arvada Ordinance punishable by up to \$999 per day per incident. No additional payment will be made for obtaining a City of Arvada Site Development Permit and implementing best management practices required to prevent uncontrolled releases of dirt or silt from the project into drainage ways, which includes the gutter or storm-water inlets.

***SC-A-13 WORK WITHIN UNION PACIFIC RAILROAD RIGHT-OF-WAY AND CITY OF ARVADA PERMIT REQUIREMENTS:***

The Contractor will be required to prepare and apply for UPRR permits (if required) where work will occur on or adjacent to Railroad Right-of-Way. The City of Arvada will be indicated as the permittee on the permit applications. The Contractor shall apply for UPRR permits (if required) far enough in advance of the work so as not to delay the project.

UPRR permit (if required) will not be paid for separately but shall be included in the cost of Traffic Control. The successful bidder who is awarded this project shall obtain or be currently licensed with the City of



Arvada, Engineering Division with a Class MC-B Contractor license. A City of Arvada no-charge permit for this project shall be obtained prior to issuance of the Notice to Proceed.

***SC-A-14 OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENTS ALLOWED):***

The City shall have the option to renew the contract for an additional two (2) one year periods; provided, however, that the Bidder provided satisfactory performance during the previous contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the Bidder and will be exercised only when such continuation is clearly in the best interest of the City.

During the option period, the City will consider an adjustment to the pricing structure if the successful Bidder can demonstrate, through documentation issued by material suppliers that they were subject to a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the successful Bidder by the supplier. Under these circumstances, the City may, in its best interest, negotiate a price adjustment with the successful Bidder.

The successful Bidder is obligated to notify the City of such adjustments, either price reductions or price increases, within 14 calendar days after receiving said notification from the supplier.

Pricing and specification changes, if any, shall be negotiated and agreed upon by both parties. The City reserves the right to reject any price adjustments submitted by the Bidder and/or to terminate the contract with the Bidder based on such price adjustments.

***SC-A-15 PROJECT WARRANTY PERIOD:***

The warranty period for this project shall be two (2) years in accordance with Section 2.40 of the Standard Specifications. The Performance and Payment Bond shall remain in full force and effect throughout the two (2) year guarantee and warranty period.

**B. CONSTRUCTION CONSIDERATIONS**

**WORK DESCRIPTION:**

Work for this contract shall consist of street surface preparation to include a clean and dry surface free of vegetation and debris prior to the application a Chip and Slurry seal in accordance with the *Arvada Engineering Code of Standards and Specifications for the design and Construction of Public Improvements ("City Engineering Code")*, The Metropolitan Government Pavement Engineers Council (MGPEC) Specifications and with the Special Conditions herein. The Contractor shall furnish all labor, equipment, material, and incidentals necessary to complete the Slurry Seal and/or Chip Seal application at locations designated on the Project Street Schedule and Project Location Map.

***SC-B-1 WORK LOCATIONS AND SUMMARY OF APPROXIMATE QUANTITIES:***

The street list and summary of approximate quantities of work are listed here. The City reserves the right to add or delete quantities, additional locations, and items of work contained in the Bid Schedule without change in the unit prices bid in accordance with Section 2.16 of the Standard Specifications.

| <b>2021 Street Chip and Slurry Seal Program Street Schedule</b> |                     |            |         |
|-----------------------------------------------------------------|---------------------|------------|---------|
| Slurry Seal Type II                                             |                     |            |         |
| BEECH CT                                                        | 87TH D to 87TH PKWY | LOCAL ROAD | 551 SY  |
| BEECH WAY                                                       | 87TH DR to 87TH DR  | LOCAL ROAD | 1946 SY |
| DEFRAME CT                                                      | 87TH DR to CDS      | LOCAL ROAD | 1741 SY |
| ELDRIDGE ST                                                     | CDS to 87TH LN      | LOCAL ROAD | 760 SY  |
| ELLIS CT                                                        | 87TH LN to CDS      | LOCAL ROAD | 1386 SY |
| FLORA CT                                                        | 87TH DR to CDS      | LOCAL ROAD | 1315 SY |

|                   |                            |            |          |
|-------------------|----------------------------|------------|----------|
| GARDENIA CIR      | 87TH DR to 87TH DR         | LOCAL ROAD | 2415 SY  |
| W 77TH AVE        | 77TH DR to CDS             | LOCAL ROAD | 941 SY   |
| W 77TH DR         | CDS to WARD RD             | LOCAL ROAD | 6398 SY  |
| W 77TH PL         | 77TH DR to CDS             | LOCAL ROAD | 1116 SY  |
| W 78TH CIR        | WARD RD to WARD RD         | LOCAL ROAD | 5145 SY  |
| W 80TH PL         | ZINNIA ST to YOUNGFIELD ST | LOCAL ROAD | 3265 SY  |
| W 81ST AVE        | ALKIRE ST to YOUNGFIELD ST | LOCAL ROAD | 4229 SY  |
| W 81ST PL         | CDS to CDS                 | LOCAL ROAD | 1671 SY  |
| W 87TH DR         | 87TH PKWY to 87TH TER      | LOCAL ROAD | 11888 SY |
| W 87TH LN         | 87TH DR to 87TH DR         | LOCAL ROAD | 4548 SY  |
| W 87TH TER        | 87TH DR to 87TH DR         | LOCAL ROAD | 3670 SY  |
| YOUNGFIELD ST     | CDS to 81ST AVE            | LOCAL ROAD | 3171 SY  |
| ZANG ST           | CDS to 81ST PL             | LOCAL ROAD | 3153 SY  |
| ZINNIA ST         | 78TH CIR to 81ST AVE       | LOCAL ROAD | 2802 SY  |
| Chip Seal Type II |                            |            |          |
| W 72ND AVE        | HOLMAN ST to XENOPHON CT   | 2 LANE ART | 41756 SY |
| WARD RD           | 77TH DR to ALKIRE ST       | LOCAL ROAD | 8089 SY  |
| Hot Chip          |                            |            |          |
| W 82ND AVE        | CL to CULEBRA ST           | 2 LANE ART | 19290 SY |

|                                   |            |
|-----------------------------------|------------|
| Total Slurry Seal Type II SY      | 62,111 SY  |
| Total Chip Seal Type II (1/4") SY | 49,845 SY  |
| Total Hot Chip SY                 | 19,290 SY  |
| Total Program SY                  | 131,246 SY |

| Summary of Approximate Quantities |          |      |
|-----------------------------------|----------|------|
| Item Description                  | Bid Qty. | Unit |
| Removal of Pavement Marking       | 11425    | SF   |
| Erosion and Sediment Control      | 1        | LS   |
| Slurry Seal Type II               | 62111    | SY   |
| Chip Seal Type II (1/4 in)        | 49845    | SY   |
| Chip Seal Type III (3/8 in)       | 0        | SY   |
| Hot Chip Seal                     | 19290    | SY   |
| Mobilization                      | 1        | LS   |
| Temporary Raised Pavement Markers | 1        | LS   |
| Traffic Control Management (TCM)  | 29       | DY   |
| Flagger                           | 938      | HR   |
| Arrow Board                       | 32       | DY   |
| Portable Variable Message Sign    | 32       | DY   |

|                                        |    |    |
|----------------------------------------|----|----|
| Uniform Traffic Control (UTC)          | 32 | HR |
| Uniform Traffic Control Vehicle (UTCV) | 32 | HR |
| Citizen Notification                   | 1  | LS |
| Minor Contract Revisions               | 1  | LS |

### ***SC-B-2 WORK ELEMENTS SCHEDULE AND ORDER OF WORK:***

Prior to Chip Seal application on any street location for this project, HMA patching and crack sealing on the streets listed in the Project Street Schedule will be completed by City Crews.

The Contractor may work on streets in the contract schedule at his discretion and streets adjacent to, or within close proximity to a location where he is currently working, but in no case will he be allowed to leave one location or area until the current location is completed, including cleanup to the satisfaction of the City. The City reserves the right to coordinate performance of any part of the work under this contract as circumstances warrant with respect to weather, traffic access, other City projects, or for other reasons deemed necessary by the City.

#### ***Weather and Seasonal Limitations:***

All materials for CRS-2P Emulsion and Chip Seal shall be applied only when the ambient air and surface temperature of the pavement is 65° F. and rising. No materials shall be applied when there are threats of rain, periods of abnormally high humidity, wet pavement with standing water, and other conditions that could affect the performance of material placement. Under no circumstance shall the chip or slurry seal be applied between September 30<sup>th</sup> and May 31<sup>st</sup> of the paving season.

### ***SC-B-3 TRAFFIC CONTROL:***

The Contractor shall furnish all the necessary barricading, coning, flagmen, incidentals, etc. to properly control traffic in accordance with the section 50 of the City Engineering Code and the latest edition of the FHWA Manual for Uniform Traffic Control Devices and Colorado Supplement ("MUTCD"). When working in the State of Colorado right of way traffic control methods must meet the requirements of the Colorado Department of Transportation. Hand-painted signs are not permitted.

The Contractor is responsible for installing and maintaining all traffic control devices to insure safety and accessibility to the public and workers throughout construction. "Public" shall include, but not be limited to drivers, bicyclists and pedestrians. If accessibility cannot be met, the contractor shall provide the proper road, sidewalk, bike lane closures, etc. and detour router per the City's Engineering Code and MUTCD.

The Contractor shall furnish standard traffic control including advance-warning signs at the beginning and end of each phase of the work as it progresses and at intermediate locations as required by the City of Arvada, including but not limited to "**Fresh Oil**", "**Loose Rock**", and "**Fines Doubled**" signs. Application of CRS-2P emulsion and chip seal placement shall proceed in such a manner so as to minimize traffic interruption and hazards. Placement of advance-warning signs shall be approved by the City's Traffic section as a part of the Traffic Control Plan for each location.

The Contractor shall furnish the City's Traffic Division with two copies of a traffic control plan for review and approval for all work sites, and shall not proceed with any work until approval of the site specific traffic control plan has been received. The plan must be submitted at least **five (5)** business days in advance of the work at that location. If during construction the Traffic Division determines that the traffic control plan needs to be adjusted to better meet actual field conditions, the contractor shall immediately make said adjustments at no additional cost to the City. **The contractor is responsible for determining the probable requirements with the City's Traffic Division prior to the bid opening.** The Contractor is directed to Section 50 of the *Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements* for more specific information on traffic control. The Contractor shall notify the Traffic Division (720-898-7740) a minimum of one business day in advance of all closures including temporary lane closures on public roads, private accesses, and business accesses.

### **Traffic Control Supervisor**

The contractor shall designate an individual, other than the superintendent, to be the Traffic Control Supervisor. The Traffic Control Supervisor shall be certified as a worksite traffic supervisor by either the American Traffic Safety Association (ATSSA) or the Colorado Contractors Association (CCA). The responsibilities and duties of the Traffic Control Supervisor shall be as stated in Section 630.11 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2017 edition.

### **Lane Closure Restrictions**

Lane closures in the various street classifications are as follows:

#### Arterial Street:

- Lane closures 8:30 am to 3:30 pm
- Construction activities 8:30am to 3:30 pm
- Must maintain one lane in each direction at all time

#### Collector Street:

- Lane closures 8:30 am to 3:30 pm
- Construction activities 7:00am to 7:00 pm
- Must maintain one lane with adequate flagging at all times

#### Local Street:

- Lane closures 7:00 am to 7:00 pm
- Construction activities 7:00am to 7:00 pm
- May be closed to through traffic unless otherwise noted during working hours.

Traffic restrictions on weekends and outside of normal working hours shall be determined by the Traffic Division on a case by case basis.

If the Contractor violates the above working time limitations, the Project Manager may give written notice to stop work on the project at the beginning of the next work day and work cannot resume until the Contractor provides a written explanation for the violation and assurance to the Engineer that there will not be a reoccurrence of the violation. If subsequent working time violations do occur, the Project Manager will notify the contractor in writing that there will be a price reduction for each incident of violation in accordance with the schedule describe further below. The price reduction will not be imposed when changed contract conditions are encountered during the normal working time or the violation was a result of circumstances beyond the control of the Contractor or subcontractor. Delays in material delivery are not considered circumstances beyond the control of the Contractor. The price reduction will not constitute a penalty, but will be considered a failure to perform traffic control in accordance to the contract specifications.

An incident is any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered an incident. A price reduction will be assessed for each successive or cumulative 30 minute period of violation as determined by the Engineer. The price reduction will increase at a progressive rate. A 15 minute grace period may be granted at the beginning of the second incident before a price reduction is applied. The incident charges are cumulative throughout the project.

### **PRICE REDUCTION SCHEDULE**

| <u>Incident</u> | <u>Incident Rate</u> | <u>Total Price Reduction</u> |
|-----------------|----------------------|------------------------------|
| 1 <sup>st</sup> | Notice to Stop Work  | \$0                          |
| 2 <sup>nd</sup> | \$150                | \$150                        |
| 3 <sup>rd</sup> | \$300                | \$450                        |
| 4 <sup>th</sup> | \$600                | \$1,050                      |
| 5 <sup>th</sup> | \$600                | \$1,650                      |
| etc.            | etc.                 | etc.                         |

**Section 3.46 of the Arvada Engineering Code of Standards and Specifications for the design and Construction of Public Improvements shall be revised herein as follows:**

**Traffic Control Management (TCM):**

TCM shall be paid by the day in which the Contractor works on some portion of the project for at least 2 hours and traffic control devices are required. The City will pay no more than 1 TCM day for each working day, even if multiple operations are occurring at one time in different locations which could possibly require more than one person supervising traffic control. The TCS or a designated representative shall check the traffic control devices on non-working days. The TCS will **not** be paid for the checking traffic control devices on days when no work is being performed. This work shall be considered incidental to other work times.

**Flagging:**

Flagging shall be paid for by the hour for each hour worked by each flagger. Flagging hours will be paid for only when flaggers are directing traffic as agreed to by a City representative. Daily traffic control reports detailing the number of flaggers and flagger hours each day submitted to the Project Manager daily will be the basis of payment.

***Additional Arrow boards / Message boards*** shall be paid by for by the day for each day they are in place at the direction of the Project Manager.

All other items required for adequate traffic control including, but not limited to, signs, cones, panels, barricades, and other traffic control devices, and the preparation and implementation of the traffic control plan for all operations, will not be paid for separately, but shall be included in the cost of the work items.

***SC-B-4 UNIFORMED TRAFFIC CONTROL AND UNIFORMED TRAFFIC CONTROL (VEHICLE):***

Uniformed Traffic Control (UTC) and Uniformed Traffic Control Vehicle (UTCV) shall be used only at signalized intersections and when required by the Engineer. UTC and UTCV shall be provided in accordance with the current Colorado Department of Transportation Standard Specifications for Road and Bridge Construction Section 630 except as revised for this project as follows:

**Section 630 shall include the following:**

This work includes furnishing a uniformed police agency officer to perform uniformed traffic control. The officer shall have completed "The Safe and Effective Use of Law Enforcement Personnel in Work Zones" training course. The Contractor shall provide copies of documentation certifying the officer's successful completion of this course.

This work includes furnishing a vehicle for the officer to use in performing uniformed traffic control.

**Traffic Control Vehicles:**

When called for on the plans, and/or as authorized by the Engineer, the Contractor shall furnish full-sized, late model, white sedans, or a police agency's patrol vehicle to be used by uniformed police agency officers in the performance of Uniformed Traffic Control duties. The Contractor shall be responsible for licensing, insuring, servicing, and fueling the vehicle.

For each traffic control vehicle furnished by the Contractor, the Contractor shall furnish Class 1 SAE certified light bar and control panel for exclusive use by uniformed police agency officers while performing Uniformed Traffic Control. The light bar shall have the following configuration:

1. Minimum of 44 inches in length, and shall be either permanently or temporarily attached to the top of the vehicle.
2. Flash red on the driver side and blue on the passenger side.
3. Equipped with an amber-colored directional device in the rear of the bar.
4. Have alley and takedown lights.



5. The control panel shall be capable of controlling the front of the bar and the rear of the bar separately.
6. The traffic advisor shall be controlled separately.

The light bars shall be mounted on traffic control vehicles, and shall be maintained in good operating condition at all times. The Contractor shall obtain a permit from the Police Department, as appropriate, for the use of the light bars. The Contractor shall keep the light bars covered at all times when the traffic control vehicle is being used by someone other than the authorized uniform police agency officer.

#### **MEASUREMENT AND PAYMENT**

Uniformed Traffic Control (UTC) shall be measured by the total number of hours that are required for a uniformed traffic control officer including minimum shift hours required by the agency. The accepted number of hours of Uniformed Traffic Control shall be paid for at the contract unit price per hour.

Uniformed Traffic Control (Vehicle) shall be measured as the contract unit price per hour for the uniformed traffic control officer and traffic control vehicle. No separate payment shall be made for the Contractor furnishing a Traffic Control Vehicle with light bars and other equipment, licensing, insuring, servicing, and fueling a Traffic Control Vehicle but shall be included in the work.

Hours of Uniformed Traffic Control or Uniformed Traffic Control (Vehicle) that are not authorized or approved will not be paid for. Scheduling of traffic control will not be measured and paid for separately, but shall be included in the work.

#### ***SC-B-5 CITIZEN NOTIFICATION:***

Residents and businesses along project streets shall be notified by the Contractor at least 24 hours in advance of the work by means of informational flyers prepared by the Contractor, or by means of personal contact with businesses. At least 24 hours in advance of the beginning of the surface seal operation, the Contractor shall then notify the residents and businesses by distributing informational "door hangers" provided by the Contractor. It shall be the Contractor's responsibility to keep a written log of communication with business owners and their representatives should questions arise regarding proper advance notification. The door hangers shall be distributed a minimum 24 hours in advance of the work and at the time "No Parking" signs are set on the street to prior to beginning any phase of the contract work. A reduction in payment or stoppage of work will be issued if this procedure is not strictly followed.

Payment for "Citizen Notification" shall be paid as a percentage of the lump sum bid item for the contract amount earned and paid with each progress payment. Payment for "Citizen Notification" shall include all labor, materials, and incidentals required for each notification and during each phase of the contract work. No additional compensation shall be made for additional notification due to weather delays, equipment breakdowns, etc.

#### ***SC-B-6 MATERIALS AND MIX DESIGN SUBMITTALS:***

All materials used on this Project shall meet the requirements of Sections 11, 12 and 15 of the City Engineering Code, and Items 25 and 26 of the Metropolitan Government Pavement Engineers Council (MGPEC) Specifications, and supplements thereto. However, where these Special Conditions vary from the Standard Specifications, the Special Conditions shall take precedence.

Mix Design Submittals: Two copies of the mix design for each material used on the project shall be submitted at least two weeks prior to start of work. A qualified independent testing laboratory shall prepare the mix design at the Contractor's expense. The mix design(s) shall include sources of all materials and testing data by a qualified laboratory, verifying conformance with these Specifications. Field changes to the mix design(s) must be reviewed and approved by the Engineer before incorporation into the Project.

#### **SLURRY SEAL:**

This works shall consist of the application of a Type II Slurry Seal that meets the requirements of Section 12 of the City Engineering Code and Item 26 of the MGPEC specifications.

The emulsified asphalt shall be a quick setting, cationic type conforming to the requirements of ASTM specification for CQS-1hL (latex polymer modified) emulsion. Polymer modified asphalt emulsion shall contain 1.0%, by weight, of styrene-butadiene rubber (SBR) polymer solids by weight of residual asphalt. Residual asphalt shall range between 7.5 and 13.5 percent by weight to dry aggregate.

Tack coat shall be CSS-1h emulsified asphalt thinned to a mixture of one part emulsified asphalt and three parts potable water.

Screening of aggregate shall be required at the stockpile prior to delivery to the paving machine. Presence of oversized granular material shall be grounds to stop work on the project until compliance with these Specifications is demonstrated to the Engineer.

Aggregate shall be free of clay lumps and other deleterious material. Presence of clay lumps in the aggregate shall be grounds to suspend operations until compliance with these Specifications is demonstrated to the Engineer.

Mineral fillers such as Portland cement, limestone dust, lime fly ash and others shall be considered as part of the blended aggregate and shall be used in the minimum amount required by the mix design. Mineral filler limits shall be 0.50% to 3% of dry weight of the aggregate. Mineral fillers shall be manufactured in the same year as the project.

Mineral fillers shall be used for the following purposes:

- A. To improve the gradation of the aggregate.
- B. To control the time of break and the set time of the emulsion.
- C. To provide improved stability and workability.
- D. To increase the durability

The aggregate shall be manufactured 100 percent crushed stone such as granite, slag, limestone, chert, or other high quality aggregate, or combination thereof. All aggregates shall have at least two fractured faces.

| Test         | Quality             | Specification                                     |
|--------------|---------------------|---------------------------------------------------|
| AASHTO T176* | Sand Equivalent     | 55 Min.                                           |
| AASHTO T104  | Soundness           | 15% Max. using NA2 SO4<br>Or 25% Max. using MgSO4 |
| AASHTO T96   | Abrasion Resistance | 25% Max. Grading D                                |

\*Moisture condition sample at least 24 hours prior to running test.

Aggregates shall have the following gradation and application rate:

| Sieve Size | Percent Passing | Job Tolerance |
|------------|-----------------|---------------|
| 1/2"       | 100             | ±0            |
| No. 4      | 90-100          | ±4            |
| No. 8      | 65-90           | ±4            |
| No. 16     | 45-70           | ±3            |
| No. 30     | 30-50           | ±3            |
| No. 50     | 18-30           | ±3            |
| No. 100    | 10-21           | ±3            |
| No. 200    | 5-15            | ±2            |
| APP. RATE  | 17-19 LBS/SY    |               |

#### **CHIP SEAL:**

This work shall consist of the placing Type I or Type II Chip Seal that meets the requirements of section 12 of the City Engineering Code and Item 25 of the MGPEC Specifications.

A polymerized cationic rapid set emulsified asphalt (CRS-2P) shall be used on this Project and shall consist of an emulsified blend of polymerized asphalt, water, emulsifiers, and polymer. The asphalt cement shall be polymer modified prior to emulsification and shall contain a minimum of 3% styrene-butadiene-styrene (SBS) block copolymer by weight of asphalt cement. The emulsion, standing undisturbed for a minimum of 24 hours, shall show no milky white separation, but shall be smooth and homogeneous throughout. The emulsion shall be pumpable and suitable for application through a distributor.

Aggregates shall be hard, durable, clean, and be free of any coatings or deleterious material. The aggregates shall have 100% fractured faces. The aggregate shall have a maximum loss of 20 percent when tested using the LA Abrasion procedure as defined by AASHTO T 96. Only one type of aggregate shall be used and substitutions shall not be allowed. When tested using AASHTO T 182, the aggregate shall retain at least 95 percent of the emulsion. When tested by the boiling water stripping test method ASTM D 3625, the aggregate shall retain at least 80 percent emulsion. The aggregate shall conform to the following gradation:

| Sieve Size | Type I       | Type II      |
|------------|--------------|--------------|
| 3/4"       | 100          | 100          |
| 1/2"       | 100          | 100          |
| 3/8"       | 100          | 90-100       |
| No. 4      | 90-100       | 5-30         |
| No. 8      | 5-30         | 0-3.0        |
| No. 200    | 0-1.0        | 0-1.0        |
| APP. RATE  | 20-25 LBS/SY | 23-28 LBS/SY |

#### **HOT CHIP SEAL:**

The Hot Chip Seal shall consist of placing a standard Type II or Type III Chip Seal, as specified in the followed by an application of an additional cover coat material.

Hot Chip Seal shall be in accordance with Sections 12 of the City Engineering Code, and Item 25 of the Metropolitan Government Pavement Engineers Council (MGPEC) Specifications.

Asphalt material shall be AC 20 and asphalt content shall be 5.0% to 5.5%.

Aggregates shall be hard, durable, clean, and be free of any coatings or deleterious material. The aggregates shall have 100% fractured faces. The aggregate shall have a maximum loss of 20 percent when tested using the LA Abrasion procedure as defined by AASHTO T 96. Only one type of aggregate shall be used and substitutions shall not be allowed. When tested using AASHTO T 182, the aggregate shall retain at least 95 percent of the emulsion. When tested by the boiling water stripping test method ASTM D 3625, the aggregate shall retain at least 80 percent emulsion. The aggregate shall conform to the following gradation:

| Sieve Size | Hot Cover Coat |
|------------|----------------|
| 1/2"       | 90-100         |
| 3/8"       | 60-90          |
| No. 4      | 25-35          |
| No. 8      | 15-25          |
| No. 200    | 3-8            |
| APP. RATE  | 60-80 LBS/SY   |

### ***SC-B-7 CONSTRUCTION REQUIREMENTS:***

Construction practices for this Project shall meet the minimum requirements of Sections 11, 12 and 15 of the City Engineering Code and Items 25 and 26 of the Metropolitan Government Pavement Engineers Council (MGPEC) Specifications. However, where these Special Conditions vary from the Standard Specifications, the Special Conditions shall take precedence.

#### **SLURRY SEAL:**

##### **Surface Preparation:**

Immediately prior to beginning each phase of the work, the Contractor shall be responsible for providing a clean, dry pavement surface by sweeping, removal of vegetation, grease and/or oil spots, dirt and loose debris. The Contractor shall notify the City prior to any materials application for an inspection and approval of the pavement surface condition made by the City before any cover coat material can be applied.

The City will be responsible for any pavement repairs, crack filling or necessary tree trimming.

##### **Equipment:**

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working order at all times. Descriptive information on the mixing and applying equipment to be used shall be submitted for approval not less than 7 days before the work starts.

- 1) Mixing Equipment: The mixing machine shall be a continuous flow mixing unit, capable of delivering accurate predetermined proportions of aggregate, mineral fillers, water and asphalt emulsion to a revolving multi blade mixer tank, and of discharging the thoroughly mixed product on a continuous basis. The machine shall be capable of mixing materials in preset proportions regardless of the speed of the machine engine, and without changing machine settings. The spreader box shall be furnished with a full width burlap drag.

The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit shall be capable of thoroughly blending all ingredients together without violent action. The mixing machine shall be equipped with suitable means of accurately metering each individual material being fed into the mixer, so the machine can be accurately calibrated and that the quantities of material used during any one period can be accurately totaled.

The mixing machine shall be equipped with a water pressure system, and fog type spray bar adequate for completely fogging the pavement surface with up to 0.55 gallons per square yard, immediately ahead of the spreading equipment.

- 2) Spreading Equipment: The spreader box shall be equipped to prevent loss of mixture from all sides and shall have a flexible rear strike-off screed. It shall be capable of producing a uniform surface over its full width. The ability to regulate width of placement of new material is a desirable feature. It shall have suitable means for side tracking to compensate for deviations in pavement geometry. Drags shall be kept in a completely flexible condition at all times. The box shall be kept clean and build-up of asphalt and aggregate shall not be permitted.
- 3) Cleaning Equipment: Power brooms, power blowers, air compressors, water flushing equipment and hand brooms shall be suitable for cleaning the base pavement surface and cracks therein.

##### **Application:**

The slurry mixture shall be of the desired consistency as it leaves the mixer and no additional elements shall be added in the spreader box. A sufficient amount of slurry shall be carried in all parts of the spreader box at all times so that complete coverage is obtained over the application area.

Work hours shall be established at the pre-construction meeting. Each day's application of slurry surfacing shall end with sufficient time to allow for complete curing by the end of the established work hours.

No lumping, balling or unmixed aggregates shall be allowed in the mixer or spreader box. If the coarse aggregate settles to the bottom on the mix, the affected slurry will be removed from the pavement and the problem corrected. No breaking of the emulsion will be allowed in the spreader box. No longitudinal streaks will be allowed in the finished pavement. Any area of longitudinal streaking will be replaced or repaired.

Operators and equipment shall be capable of producing straight lines along curbs and shoulders. No runoff into these areas will be permitted. Overlap onto gutter pans shall not exceed two (2) inches. The Contractor shall remove excessive overlap or runoff. Lines at intersections will be kept straight to provide a neat looking appearance.

- 1) Joints: Longitudinal joints shall be overlapped no more than 6 inches over previously placed slurry. Building paper shall be used at transverse joints to minimize or eliminate overlap and bumps. No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints. Drags are required and shall be burlap type. Drags must be kept relatively clean and free of excessive build-up. Drags shall be replaced daily or more often at the discretion of the Engineer.
- 2) Hand Work: Approved squeegees shall be used to spread slurry in areas not accessible to the slurry mixer. Squeegee areas shall be hand finished with a burlap drag prior to breaking of the emulsion. Care shall be taken to leave a pleasing appearance similar to that of the machine spreader surface.
- 3) Curing: The slurry seal mixture shall be cured and the roadway opened to traffic within 3 hours of placement. Each day's application of slurry surfacing shall end with sufficient time to allow for complete curing by the end of normal work hours as set at the pre-construction meeting.

### **CHIP SEAL:**

#### **Equipment:**

All equipment shall conform to the requirements of Items 25 of the Metropolitan Government Pavement Engineers Council (MGPEC) Specifications, unless specified otherwise in these Special Conditions. All equipment, tools, and machines used in the performance of this work shall be maintained in proper working order at all times.

#### ***Sweepers:***

A minimum of two vacuum designed sweepers having only negative air pressure at the road surface capable of removing excess aggregate and debris material shall be used on this Project. The body hoppers of the vacuum sweepers shall be a minimum capacity of ten cubic yards, and the negative air pressure at the intake shall be rated at forty-six inches (46") of negative water pressure. Sweepers shall meet applicable U.S. Environmental Protection Agency Standards. No mechanical pick-up brooms will be allowed on this project.

#### ***Bituminous Distributor:***

The distributor(s) shall be self-powered and capable of distributing a uniform application rate of emulsion varying from 0.05-1.00 gallons per square yard over a variable width of up to 15 feet. The distributor(s) shall be computer controlled or calibrated to conform to the manufacturer's procedure prior to application of the emulsion. Distributor equipment shall include a tachometer, pressure gauges, accurate volume measuring devices or a calibrated tank, and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump, and full circulation bars adjustable laterally and vertically.

#### ***Aggregate Spreader:***

The chip seal aggregate shall be placed by a self-propelled aggregate spreader supported by at least four wheels equipped with pneumatic tires on two axles. Prior to the start of work, the aggregate spreader shall be calibrated to achieve the specified cover coat aggregate application rate. The



aggregate spreader shall be capable of providing a uniform layer of aggregate at the specified application rate per square yard over a variable width up to 15 feet in a single pass. The aggregate spreader shall be equipped with computerized application controls so that the required amount of cover coat aggregate is deposited uniformly over the full width of the CRS-2P emulsion.

*Rollers:*

A minimum of two self-propelled pneumatic tired rollers shall be used to seat the chip seal application. The rubber tired rollers shall weigh at least 10 tons each. Tire pressure shall be as specified by the manufacturer and shall not vary more than +/- 5.0 psi.

*Application of Bituminous Materials:*

The CRS-2P emulsion shall be applied by means of a self-powered pressure distributor capable of providing a uniform and continuous application at the specified rate and on variable widths of up to 15 feet in a single pass. Where multiple passes are required to complete the full width, the four inches (4") adjacent to the second pass may be left with 50% coverage, provided the next pass of the distributor completes the full application rate as specified. The emulsion shall be applied at a minimum temperature of 160° F.

The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If streaking of the emulsion occurs, the distributor operation shall cease immediately until the cause is determined and corrected. Streaking of the emulsion, skipped areas, and other deficiencies shall be corrected immediately by the Contractor at no cost to the City before the operation may continue. At no time shall the emulsion be allowed to break, set, chill, harden, or otherwise impair aggregate retention before the aggregate has been properly applied and rolled.

*Application of Cover Coat Aggregate (Chip Seal):*

The cover coat aggregate shall be applied by the aggregate spreader at the specified rate and gradation immediately following application of the CRS-2P emulsion. The width of the aggregate spreader shall be equal to width of the emulsion spread, except where additional passes of the aggregate spreader are required. Areas which are deficient in cover coat aggregate shall be covered immediately with additional material.

*Rolling:*

Initial rolling shall begin immediately following the cover coat aggregate application. Two self-propelled pneumatic tired rollers shall work in tandem until a minimum of three complete passes are obtained. At no time shall the rollers travel more than ten miles per hour.

*Sweeping and Fog Seal:*

Within 24 hours of the Chip Seal application, the surface shall be swept clean and all loose chip removed from the roadway, sidewalks, gutters, medians, landscaping, and all adjacent areas without removing any embedded material in the newly chip sealed surface. Immediately following the sweeping, a fog seal emulsion of one part CRS-2P to one part potable water shall be applied to the swept surface at the rate of 0.10 to 0.12 gallons per square yard. The fog seal application MUST be allowed to set before opening any one lane or section to traffic. Failure to comply with this requirement may result in a stop work order and further price reductions for each incident of violation in accordance with the Price Reduction Schedule in SC-8. Work will not continue on other portions of the roadway until sweeping and fog seal application has been completed to the satisfaction of the City. The Contractor shall conduct additional sweeping if so directed at no additional cost to the City.

**HOT CHIP SEAL:**

Mixing Plant for Hot Cover Coat shall be capable of producing a uniform material, have adequate capacity, and be maintained in good mechanical condition. Dust, smoke, or other contaminants shall be controlled at the plant site to meet all air quality requirements in the "Colorado Air Quality Control Act," Title 25, Article 7, CRS and regulations promulgated thereunder.

Hauling Equipment for Hot Cover Coat shall have clean beds thinly coated with a minimum amount of

paraffin oil, lime solution, or other approved release agent. Petroleum distillates such as kerosene or fuel oil will not be permitted. Each truck shall have a cover of canvas or other suitable material to protect the mixture from the weather and excessive temperature loss or cooled layers of mix in truck.

Self-propelled pavers shall be provided for full lane width paving, and shall be equipped with a screed assembly, heated if necessary, capable of spreading and finishing the bituminous plant mix material in full lane widths applicable to the typical section and thickness shown in the Contract.

The paver shall have an automatic distribution system that will place and spread the mixture uniformly in front of the screed.

The paver shall be capable of operating at forward speeds consistent with uniform and continuous paving of the mixture. Stop and go operations of the paver shall be avoided. The screed or strike-off assembly shall produce the specified finished surface without tearing, shoving, or gouging the mixture. Self-propelled pavers shall be equipped with automatic screed controls with sensors capable of sensing grade from an outside reference line, and maintaining the screed at the specified longitudinal grade and transverse slope. The sensor shall be constructed to operate from either or both sides of the paver.

The controls shall be capable of maintaining the screed at the specified transverse slope within plus or minus 0.1 percent. Automatic mode should be used where possible. If the automatic controls fail or malfunction the equipment may be operated manually for the remainder of the normal working day, provided specified results are obtained.

Steel wheel rollers shall be used to seat the hot cover coat material.

**Application:**

Chip seal application, to include sweeping and fog seal, shall be in accordance with section 12 of the City Engineering Code, and Item 25 of the Metropolitan Government Pavement Engineers Council (MGPEC) Specifications.

Hot cover coat shall be applied within 5 days of the chip seal application. The material shall have a minimum temperature of 275 degrees F at placement and be applied in a ½" thick layer. A minimum of two steel wheel rollers making two or more passes shall follow immediately to seat and cool the material. The Contractor shall be responsible for cleaning all utility covers following application of hot cover coat.

***SC-B-8 WATER VALVE BOXES, SURVEY RANGE BOXES, AND MANHOLES:***

Water valve boxes, survey range boxes, manholes, and other appurtenances within the project limits shall be protected and kept clean during the street surface seal operation. They shall be covered in a suitable manner prior to the surface seal application and the covering removed immediately upon completion of the operation. Grade adjustments of such structures, if necessary, will be accomplished by City of Arvada, Streets Division personnel, Utilities Division personnel, or by the applicable Public Utility Companies. The Contractor shall give the Project Inspector at least two working days' notice prior to beginning the chip seal operation to allow scheduling of structure adjustments where necessary by City personnel or Public Utilities Companies.

It will be the sole responsibility of the Contractor to repair valve boxes, survey range boxes, manholes, and other appurtenances damaged by the Contractor. Asphalt repairs shall include at a minimum saw cutting +/-4'X4'X6", excavation and removal, subgrade compaction, HMA patching to final grade, prior to chip seal application.

***SC-B-9 INLET PROTECTION:***

This work shall consist of installation and maintenance of storm drain inlet protection at all inlets located within the work limits of each street location and at all locations affected by the milling, patching, surface replacement and overlay operations throughout the duration of the project.

For Type R Inlets, the inlet protection device shall consist of a 4" to 6" diameter aggregate filled, woven geotextile fabric or "rock sock", and shall be installed prior to any construction activity where debris may enter storm drain inlets. The aggregate for this device shall consist of gravel or crushed stone meeting the requirements of CDOT Table 703-7, Class C. A pre-manufactured device may be used as an alternative, subject to the approval of the City. Grated type inlets shall be completely covered during each phase of milling, patching and overlay operations. All inlet protection devices shall be functional and maintained throughout the course of the project, and removed following completion of each operation.

Storm drain inlet protection shall be capable of remaining in place during a storm event. Type R Inlet devices shall have an approximate weight of 7 to 10 pounds per lineal foot of device. The device shall be capable of conforming to the shape of curb. The ends of the device shall extend a minimum of one foot past each end of the inlet.

Measurement and Payment for "Inlet Protection" shall be paid as a percentage of the lump sum bid item for the contract amount earned. Payment for "Inlet Protection" shall include all labor, materials, equipment and incidentals required for each phase of the work. No additional compensation will be made for replacement of damaged devices or reuse of devices during each operation.

#### ***SC-B-10 PORTABLE VARIABLE MESSAGE SIGN:***

The Contractor shall furnish, operate, and maintain a minimum of one Portable Variable Message Sign at each end of the work location when specified by the Project Manager. Each sign shall be placed at least seven (7) days prior to the start of construction activity and maintained in satisfactory operating condition throughout the duration of milling, patching, and overlay operations at each location.

Each sign shall be fully self-contained on a portable trailer capable of being licensed for normal highway travel and shall include leveling and stabilization jacks. The sign panel shall display a minimum of three eight-character lines of text. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign. The sign panel shall be a dot-matrix type with either fluorescent yellow flip-disks legend or LED legend on a flat black background. Each sign shall have its own separate power source with an independent battery back-up source to provide continuous operation upon failure of the primary power source.

The mounting of the sign on the trailer shall be such that the bottom of the sign panel is a minimum of five feet above the roadway, visible from one-half mile under both day and night conditions, and legible from a minimum of 650 feet.

"Portable Variable Message Signs" will be measured by each unit for each day actually used throughout the project. Payment for each unit shall include delivery to each location, maintenance, operation, storage, repairs, relocation to other sites, and all labor, equipment, materials, and incidentals. Additional payment will not be made for units used at one location and then relocated to another work location once the work is completed at the previous location.

Payment for "Temporary Raised Pavement Markers" shall be paid as a percentage of the lump sum bid item for the contract amount earned, and shall constitute full compensation for furnishing retro-reflective raised markers and adhesive, placement and removal, traffic control, and all materials, labor, equipment, and incidentals necessary to complete the work.

#### ***SC-B-11 REMOVAL OF PAVEMENT MARKING:***

Removal of pavement marking shall be done in accordance with Section 202.05 of the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

Measurement:

When "Removal of Pavement Marking" is measured as square foot, no separate measurement shall be made.

Payment:

"Removal of Pavement Marking" shall be paid for as lineal foot and shall be full compensation for removing and disposing of pavement marking and protection of existing pavement and adjoining properties during removal operations.

***SC-B-12 RAISED PAVEMENT MARKERS (TEMPORARY):***

Temporary raised pavement markers (TRPMs) approved by the City shall be placed by the Contractor on all center lines, turn pockets, bike lanes, skip lines and edge lines, prior to the chip seal application on all roadways in the Street Schedule. The TRPMs shall be retro reflective and shall meet the requirements of the current Manual of Uniform Traffic Control Devices (MUTCD), and Section 627 of the 2017 CDOT Standard Specifications, and supplement thereto. The location and placement of temporary raised pavement markers shall be coordinated through the City's Traffic section. The temporary markers shall be removed by the Contractor at the time permanent pavement markings are applied.

***SC-B-13 FINAL PAVEMENT MARKINGS***

Final pavement markings will be performed by City crews and are not made part of his project.

***SC-B-14 MATERIALS TESTING & QUALITY CONTROL:***

The City will provide materials testing services throughout the duration of this contract. The Contractor is encouraged to take independent or additional tests at his discretion, but such tests shall be performed at no additional cost to the City. The Contractor will cooperate with the City to ensure that adequate material samples are made available to the Project Tester and that such materials are accessible at all times.

The Contractor's attention is directed to Sections 11 and 15 of the City Engineering Code and the appropriate subsections thereof regarding production tolerances, inspection, materials testing, and frequency of testing. Specifications contained in these Sections and subsections of the Standard Specifications will be strictly adhered to.

When the City determines that the material furnished, work performed, or the finished product is not in conformity with these contract documents and has resulted in inferior or unsatisfactory product, the finished product or materials shall be removed and replaced or otherwise corrected by, and at the expense of the Contractor, unless the Engineer determines that the work can be accepted at a reduced price. Payment reduction, where allowed, shall be accomplished by adjusting pay quantities and following the procedures indicated in Section 11.14 of the Standard Specifications and applying contract unit prices to the reduced quantities.

## BID BOND

We, the undersigned \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of  
Arvada, Colorado, in the penal sum of \_\_\_\_\_ for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the  
accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the  
construction of City of Arvada Project No. Street Chip & Slurry Seal Program

WHEREAS, the City, as a condition for receiving said Bid Proposal, requires the Principal to deposit with the City a Bid  
Proposal Guaranty, equivalent to not less than 5 Percent of the amount of said Bid Proposal.

NOW THEREFORE,

- (A) If said Bid Proposal shall be rejected; or in the alternate,
- (B) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract Agreement  
(properly completed in accordance with said Bid Proposal) and shall furnish a Performance and  
Payment Bond upon the forms prescribed by the City for the faithful performance of said Contract; and  
for the payment of all persons performing labor or furnishing materials in connection therewith; and shall  
in all other respects perform the agreement created by the acceptance of said Bid Proposal;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood  
and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount  
of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in  
no way impaired or affected by any extension of the time within which the City may accept such Bid and said Surety  
does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021, and such of them as are corporations have caused their corporate seals to be  
hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

SURETY

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

•

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney-in-Fact:

\_\_\_\_\_  
(SEAL)

NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be  
acceptable to the City.



## BID PROPOSAL

TO: City of Arvada, Colorado (hereinafter called "CITY").

FROM: \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No. **21-ST-02** entitled **2021 Street Chip & Slurry Seal Program** within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint venture each party thereto certifies as to his/her own organization, that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal with any other Bidder or with any competitor.

Bidder acknowledges receipt of **Addendum Nos.** Initials: \_\_\_\_\_

Bidder states that his:

Major Material Suppliers are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Material They Will Supply

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Major Subcontractors are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work They Will Perform

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT TIME AND LIQUIDATED DAMAGES:** All work shall be completed, including clean-up, within **270** working days after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about mid to late Spring 2021. The bidder shall agree to pay the owner the sum of \$2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ \_\_\_\_\_

### **SUBMITTED BY:**

Company Name: \_\_\_\_\_

Contact Names: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email(s): \_\_\_\_\_

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid is in all respects fair, without outside collusion or otherwise illegal action.

By: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Authorized Agent  
FEIN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name of Agent

\_\_\_\_\_  
Title of Agent

\_\_\_\_\_  
Agent email

**PAYMENT TERMS:** The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract but pay. The final 5% of total payment will be paid once the contract is completed satisfactorily, advertisement for final settlement is complete, and the project is accepted by the City. Payment is the date of the check mailing or date of the credit card transaction.

|                                |           |                      |          |      |                                                                                     |           |
|--------------------------------|-----------|----------------------|----------|------|-------------------------------------------------------------------------------------|-----------|
| 2021 Street Chip & Slurry Seal |           |                      |          |      | Date                                                                                |           |
| Project No.                    |           |                      |          |      |  |           |
| Project Manager: James Smith   |           |                      |          |      |                                                                                     |           |
| BID SCHEDULE                   |           |                      |          |      |                                                                                     |           |
| Contractor :                   |           |                      |          |      |                                                                                     |           |
| Address, City, Zip:            |           |                      |          |      |                                                                                     |           |
| Telephone: Bid Prepared By:    |           |                      |          |      |                                                                                     |           |
|                                |           |                      | TOTAL    |      | Unit                                                                                |           |
|                                | M&P       | ITEM                 | Quantity | Unit | Cost                                                                                | Extension |
|                                |           |                      |          |      |                                                                                     |           |
| 1                              |           |                      |          | LF   |                                                                                     |           |
|                                |           |                      |          |      |                                                                                     |           |
| 2                              |           |                      |          | LF   |                                                                                     |           |
|                                |           |                      |          |      |                                                                                     |           |
| 3                              |           |                      |          | LF   |                                                                                     |           |
|                                |           |                      |          |      |                                                                                     |           |
| 4                              |           |                      |          | LF   |                                                                                     |           |
|                                |           |                      |          |      |                                                                                     |           |
| 5                              |           |                      |          | LF   |                                                                                     |           |
|                                |           |                      |          |      |                                                                                     |           |
| INCIDENTALS                    |           |                      |          |      |                                                                                     |           |
| 6                              |           |                      |          | EA   |                                                                                     |           |
| 7                              |           |                      |          | EA   |                                                                                     |           |
| 8                              |           |                      |          | EA   |                                                                                     |           |
| 9                              |           |                      |          | EA   |                                                                                     |           |
| PRORATA                        |           |                      |          |      |                                                                                     |           |
| 10                             | SC-C-2, 3 | Citizen Notification | 1.00     | LS   |                                                                                     |           |
| 11                             | 3.46      | Traffic Control      | 1.00     | LS   |                                                                                     |           |
|                                | SC-B-5    |                      |          |      |                                                                                     |           |
| 12                             | 3.49      | Mobilization         | 1.00     | LS   |                                                                                     |           |
| REVISIONS, ADDITIONS           |           |                      |          |      |                                                                                     |           |
| 13                             |           |                      |          |      |                                                                                     |           |

|  |  |  |  |  |                             |  |
|--|--|--|--|--|-----------------------------|--|
|  |  |  |  |  |                             |  |
|  |  |  |  |  | <div>TOTAL BID<br/>\$</div> |  |
|  |  |  |  |  |                             |  |

## **REQUIRED CONTRACTOR SUBMITTAL FORM**

### **SUBMITTAL CHECKLIST:**

Proposals shall be submitted in the order listed below with each section clearly identified.

- ☐ Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule, and any other attachments requested.
- ☐ Submit implementation timeline and warranties, if applicable.
- ☐ Attach Contractor's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 \_\_\_\_\_ #2 \_\_\_\_\_

### **REFERENCES:**

- ☐ Check here if Contractor's standard reference sheet is attached, otherwise, use the space below.

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

Describe type of work/service performed or items supplied: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

Describe type of work/service performed or items supplied: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

Describe type of work/service performed or items supplied: \_\_\_\_\_

**PERFORMANCE AND PAYMENT BOND**

Bond No. \_\_\_\_\_

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

(an Individual), (a Partnership), (a Corporation), hereinafter called Principal; and

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto the City of Arvada, a Colorado municipal corporation, 8101 Ralston Road, Arvada, Colorado 80002, hereinafter called the City, in the penal sum of \_\_\_\_\_, Dollars, \_\_\_\_\_, in lawful money of the United States, for the payment of such sum will and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION are such that the Principal entered into a certain Contract with the City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada Project No.'s 2021 Street Chip & Slurry Seal

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without Notice to the surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the City from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, and if he shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

IN PRESENCE OF:

PRINCIPAL \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

(Corporate Seal)

OTHER PARTNERS

(Surety Seal)

SURETY \_\_\_\_\_

Attorney \_\_\_\_\_ in \_\_\_\_\_ Fact \_\_\_\_\_

Address \_\_\_\_\_

Note: If Contractor is Partnership, all partners should execute Bond.

Important: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the City.

**NOTICE OF AWARD**

Date \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

RE: Project No. 2021 Street Chip & Slurry Seal

Dear Representative of \_\_\_\_\_:

The City of Arvada, Colorado (hereinafter called "City") has considered the Bid Proposals submitted for referenced work in response to its Advertisement for Bids dated \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your Bid Proposal has been accepted, for items and prices stated in the Bid Schedule, in the amount of \$ \_\_\_\_\_.

You are required to execute the Contract, the Insurance Certificates and a Performance and Payment Bond within seven (7) days from the date of this Notice to you.

The Performance and Payment Bond needs to be filled out, returned (one original must be returned to the City), and accompanied by the Power of Attorney from your surety company. Also, please make sure that the insurance certificate is in the minimum amounts set forth in the Contract Documents and the City of Arvada is named as an additional insured for the specific Project Number and Title. An Additional Insured endorsement certificate should also be attached.

If you fail to execute said Contract and furnish the necessary Insurance Certificates and Bond within the time allotted from this date, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted bylaw.

You are required to return an acknowledged copy of this Notice of Award and enclosures to the Project

Engineer. CITY OF ARVADA,COLORADO

\_\_\_\_\_  
City Engineer

BIDDER

Company \_\_\_\_\_

Receipt of above Notice of Award accompanied with a Performance and Payment Bond form and a copy of the Contract is hereby acknowledged.

This \_\_\_\_\_ day of \_\_\_\_\_, 21 \_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**NOTICE TO PROCEED**

Date

Company  
Address  
City, State Zip

RE: Project No. 2021 Street Chip & Slurry Seal

Dear Representative of \_\_\_\_\_:

You are hereby notified to commence work on referenced Project, in accordance with the Contract dated \_\_\_\_\_ on or before \_\_\_\_\_, and you are to complete the Work, including cleanup within \_\_\_\_\_ calendar days thereafter. The date of completion of all Work is therefore \_\_\_\_\_.

CITY OF ARVADA, COLORADO

\_\_\_\_\_  
City Engineer

BIDDER

Receipt of this Notice to Proceed is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_, 21 \_\_\_\_.

Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND**  
**\_\_\_\_\_FOR\_\_\_\_\_**  
**IN AN AMOUNT NOT TO EXCEED \$\_\_\_\_\_.00**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 21\_\_\_\_ by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”).

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

1. Contractor will commence and complete the \_\_\_\_\_ described in the Contract Documents relating to CSB- 21-Street Chip & Slurry Seal Program, issued 03,23, 21 , (“the Work”).
2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.
3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.
4. Contractor will complete the work required by the Contract Documents by \_\_\_\_ after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.
5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed \$\_.00 for the Work.
6. The term “Contract Documents” means and includes the following:
  - A. Arvada’s Request for [Project Title], CSB- \_\_\_\_\_ (“CSB”);
  - B. CSB Exhibits (if any);
  - C. CSB Addenda (if any);
  - D. Contractor’s Response to CSB- \_\_\_\_\_, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, Certificate of Insurance;
  - E. Notice of Award;
  - F. Performance and Payment Bond;
  - G. Notice to Proceed;
  - H. Change Orders (if any);
  - I. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements;
  - J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
  - K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
  - L. Specification Illustrations and attachments; and
  - M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.
7. **INVOICES AND COMPENSATION.** Contractor will follow Bid schedule and partial payments will be made accordingly NET 15 but no later than NET 30.

8. GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, PROJECT SPECIAL PROVISIONS, AND OTHER CSB REQUIREMENTS. Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, and other CSB requirements, and agrees to be bound by those terms and conditions.

9. CHANGE ORDERS. Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the parties in writing. Should the parties agree in writing to a change in the scope of services, then the parties will timely execute any applicable Change Order, which will address changes in scope of services, completion date, contract amount, any applicable material modifications, and any other matters that the parties deem necessary.

10. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.*, as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

- a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
- b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.*, as amended.

11. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 22 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this agreement.

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

13. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

14. PARAGRAPH CAPTIONS. The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15. INTEGRATION, AMENDMENT, AND SEVERABILITY. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

16. NOTICES. Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously

furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

17. **BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

**CITY OF ARVADA, COLORADO**

---

8101 Ralston Road  
Arvada, CO 80002

ATTEST/WITNESS:

---

City Clerk

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: \_\_\_\_\_

**CONTRACTOR**

---

Name:

Title:

## CHANGE ORDER

No.

TO:

Upon Contractor acceptance and City approval, the work and Contract Documents for City of Arvada, Project No. \_\_, entitled \_\_\_\_\_ will be adjusted to include the following:

| <u>Item</u> | <u>Description</u><br><u>ADD</u> | <u>Qty.</u> | <u>Unit</u> | <u>Unit Cost</u> | <u>Add/Delete</u> |
|-------------|----------------------------------|-------------|-------------|------------------|-------------------|
|-------------|----------------------------------|-------------|-------------|------------------|-------------------|

- 1.
- 2.
- 3.
- 4.

|                                                        |                                                     |                                        |
|--------------------------------------------------------|-----------------------------------------------------|----------------------------------------|
| <b>TOTAL ADD</b>                                       |                                                     | <b>\$</b>                              |
| <b><u>Adjustments to Contract Price &amp; Time</u></b> | <b>Contr<br/>act<br/><u>Dolla</u><br/><u>rs</u></b> | <b><u>Calendar</u><br/><u>Days</u></b> |
| Contract Totals through and including                  | \$                                                  |                                        |

Previous Change Orders

Adjustments this Change Order

\$

**(Increase)**

Contract Totals to Date – Including

Change Order No. \_

\$

Contract Time Expires on:

**APPROVED FOR CITY**

ATTEST:

\_\_\_\_\_  
8101 Ralston Road  
Arvada, CO 80002

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

ACCEPTED FOR CONTRACTOR

For Rachael Morris, City Attorney

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

## **REQUIRED CONTRACTOR SUBMITTAL FORM**

### **SUBMITTAL CHECKLIST:**

Proposals shall be submitted in the order listed below with each section clearly identified.

- ☒ Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule, and any other attachments requested.
- ☒ Submit implementation timeline and warranties, if applicable.
- ☒ Attach Contractor's Licensing, if applicable.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☒ Please initial to acknowledge Addenda, if any, have been considered in your proposal: NONE

#1 \_\_\_\_\_ #2 \_\_\_\_\_

### **REFERENCES:**

- ☒ Check here if Contractor's standard reference sheet is attached, otherwise, use the space below.

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

Describe type of work/service performed or items supplied: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

Describe type of work/service performed or items supplied: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

Describe type of work/service performed or items supplied: \_\_\_\_\_



## BID BOND

We, the undersigned A-1 Chipseal Company as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto the City of Arvada, Colorado, in the penal sum of Five Percent of Amount Bid---(--5%--) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Project No. Street Chip & Slurry Seal Program

WHEREAS, the City, as a condition for receiving said Bid Proposal, requires the Principal to deposit with the City a Bid Proposal Guaranty, equivalent to not less than 5 Percent of the amount of said Bid Proposal.

NOW THEREFORE,

- (A) If said Bid Proposal shall be rejected; or in the alternate,
- (B) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract Agreement (properly completed in accordance with said Bid Proposal) and shall furnish a Performance and Payment Bond upon the forms prescribed by the City for the faithful performance of said Contract; and for the payment of all persons performing labor or furnishing materials in connection therewith; and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal;

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 9th day of April, 2021, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

### PRINCIPAL

### SURETY

Name: A-1 Chipseal Company

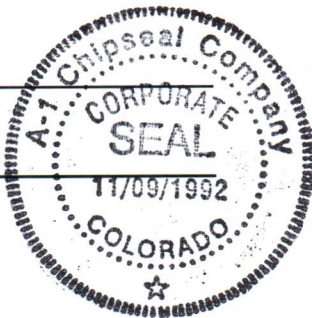
Western Surety Company

Address: 2505 E. 74th Avenue, Denver, CO 80229

151 N. Franklin Street, Chicago, IL 60606

By: *Josh Krueger*

Josh Krueger  
Title: Vice President



By: *Elizabeth Ostblom*

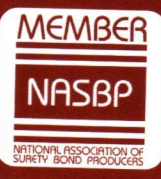
Elizabeth Ostblom

Title: Attorney-In-Fact

Attorney-in-Fact:

(SEAL)

NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City.



**MOODY INSURANCE AGENCY, INC.**  
8055 East Tufts Avenue, Suite 1000  
DENVER, COLORADO 80237  
PHONE: (303) 824-6600

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jody L Anderson, Evan E Moody, Karen A Feggestad, Bradley J Moody, Tina Marie Post, Elizabeth Ostblom, Individually**

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of March, 2020.



WESTERN SURETY COMPANY

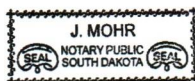
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of April, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary





**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## BID PROPOSAL

TO: City of Arvada, Colorado (hereinafter called "CITY").

FROM: A-1 Chipseal Co. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Colorado doing business as (a corporation) (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No. **21-ST-02** entitled **2021 Street Chip & Slurry Seal Program** within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint venture each party thereto certifies as to his/her own organization, that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal with any other Bidder or with any competitor.

Bidder acknowledges receipt of **Addendum Nos.** Initials: NONE

Bidder states that his:

Major Material Suppliers are:

Material They Will Supply

Black Rock Material and Supply

Aggregate and Emulsion

Major Subcontractors are:

Work They Will Perform

Trinity Traffic Control  
Asphalt Paving  
Road Safe  
Alpha Milling

Traffic Control  
Hot Chipseal  
Striping Removal  
Milling

**CONTRACT TIME AND LIQUIDATED DAMAGES:** All work shall be completed, including clean-up, within **270** working days after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about mid to late Spring 2021. The bidder shall agree to pay the owner the sum of \$2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ 698,879.18

### SUBMITTED BY:

Company Name: A-1 Chipseal Co.

Contact Names: Josh Krueger, Vice President & Dennis Martinez, Senior Estimator

Address: 2505 E. 74th Ave., Denver, CO 80229

Phone: ( 303 ) 464-9267 Email(s): jkrueger@a-1chipseal.com dennism@asphaltrepair.com

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid is in all respects fair, without outside collusion or otherwise illegal action.

By: Josh Krueger Signature of Authorized Agent Date 4/9/21  
FEIN 84-1216817  
Josh Krueger Vice President jkrueger@a-1chipseal.com  
Typed/Printed Name of Agent Title of Agent Agent email



**PAYMENT TERMS:** The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract but pay. The final 5% of total payment will be paid once the contract is completed satisfactorily, advertisement for final settlement is complete, and the project is accepted by the City. Payment is the date of the check mailing or date of the credit card transaction.



City of Arvada Project: 20201 Chip and Slurry Seal Program

Project No. : 20-ST-02

Contractor Name: A-1 Chipseal Co.

All proposals shall be submitted on this form. The following quantities represented on this form are an estimate only and may be altered to meet actual City of Arvada requirements.

CONTRACTORS SHALL USE THIS FORM TO SUBMIT THEIR BID

Submit firm unit prices for the type of construction listed below. Overhead shall not be priced and bid separately, but shall be included in each bid item as required. All prices are for furnishing and installing the described items unless noted otherwise. Bidders must provide pricing for all bid schedules.

**ONLY THOSE CELLS HIGHLIGHTED IN YELLOW SHALL BE FILLED IN. ALL OTHER CELLS SHALL NOT BE ALTERED.**

BID SCHEDULE

| Item No. | Item Description                       | Bid Qty | Unit | Unit Cost    | Total               |
|----------|----------------------------------------|---------|------|--------------|---------------------|
| 1        | Removal of Pavement Marking            | 11425   | SF   | \$1.39       | \$15,880.75         |
| 2        | Erosion and Sediment Control           | 1       | LS   | \$500.00     | \$500.00            |
| 3        | Slurry Seal Type II                    | 62111   | SY   | \$ 2.63      | \$163,351.93        |
| 4        | Chip Seal Type II (1/4 in)             | 49845   | SY   | \$ 3.64      | \$181,435.80        |
| 5        | Chip Seal Type III (3/8 in)            | 0       | SY   | \$ 3.72      | \$0.00              |
| 6        | Hot Chip Seal                          | 19290   | SY   | \$ 9.23      | \$178,046.70        |
| 7        | Mobilization                           | 1       | LS   | \$ 47,000.00 | \$47,000.00         |
| 8        | Temporary Raised Pavement Markers      | 1       | LS   | \$ 500.00    | \$500.00            |
| 9        | Traffic Control Management (TCM)       | 29      | DY   | \$ 500.00    | \$14,500.00         |
| 10       | Flagger                                | 938     | HR   | \$ 18.00     | \$16,884.00         |
| 11       | Arrow Board                            | 32      | DY   | \$ 25.00     | \$800.00            |
| 12       | Portable Variable Message Sign         | 32      | DY   | \$ 50.00     | \$1,600.00          |
| 13       | Uniform Traffic Control (UTC)          | 32      | HR   | \$ 72.00     | \$2,304.00          |
| 14       | Uniform Traffic Control Vehicle (UTCV) | 32      | HR   | \$ 18.00     | \$576.00            |
| 15       | Citizen Notification                   | 1       | LS   | \$ 500.00    | \$500.00            |
| 16       | Minor Contract Revisions               | 1       | LS   | \$ 75,000.00 | \$75,000.00         |
|          |                                        |         |      | <b>TOTAL</b> | <b>\$698,879.18</b> |

JK



## Timeline

A-1 Chipseal anticipates work will be substantially complete in 20 working days. Work will be completed 90 days from the Notice to Proceed.

| Task              | Anticipated Days to Complete |
|-------------------|------------------------------|
| Striping Removals | 1-2 Days                     |
| Milling           | 1 Day                        |
| Chip Seal         | 2 Days                       |
| Sweeping          | 2 Days                       |
| Fog Seal          | 2 Days                       |
| Hot Chip Seal     | 2 Days                       |
| Slurry Seal       | 3-4 Days                     |

## Warranty

The warranty period for this project shall be two years in accordance with section 2.40 of the standard specifications.

# MUNICIPAL CONTRACTOR'S LICENSE

## CONTRACTOR RIGHT OF WAY

### AEC302

#### CONTRACTOR INFORMATION

A-1 CHIPSEAL CO  
2505 E 74TH AVE  
DENVER CO 80229

#### LICENSE INFORMATION

**Expiration:** 6/9/2021

**License Grades:** MC-S5 STREET PATCHING,

**Authorized Signers:** TERRY HORTON JOSH KRUEGER RICK WHITFIELD DANIEL GRYZMALA SCOTT VOGEL  
ROGELIO CONTREREZ JESUS RUELAS RUBEN MEDINA DANA TURNER MIKE STARR

| Fee      | Paid Amount | Paid Date |
|----------|-------------|-----------|
| \$125.00 | \$125.00    | 6/11/2020 |



Jacob Beedle, P.E.  
Engineering Manager

#### Contractor's Responsibilities:

**\*\*\*Notes Regarding Permits:**

**License and Permit:** All contractors and subcontractors working within City of Arvada R.O.W. shall be licensed and permitted by the City of Arvada.

**Work without a permit:** Anyone working within City of Arvada R.O.W. without a valid permit shall be assessed a surcharge equal to twice the value of the required permit or \$250.00, whichever is larger.

**Inspections:** Inspections must be scheduled through [arvadapermits.org](http://arvadapermits.org) by 7am on the day of inspection.

**Trench Backfill:** Trenches less than 50 feet in length shall be backfilled with a flowable fill material. Trenches longer than 50 feet shall be backfilled with a select material approved by the City of prior to placement of backfill.

**Traffic Control:** A copy of the permit and the approved traffic control plan shall be on the project site at all times that work is being performed.

**New Streets:** If the street, or last maintenance of the street, is less than 3 years old, the contractor must have approval through the Public Works Director to cut the street in accordance with Arvada Code 78-308. If the street, or last maintenance of the street is between 4 and 5 years old, the required restoration work must be completed within 7 days in accordance with Arvada Code 78-307. If the street, or last maintenance of the street is 6 years and older, the permittee may complete milling and overlay or may elect to pay a fee in lieu of performing that work. The fee will be \$6.60/LF of trench plus \$132.00.

**Failure to Comply:** Failure to comply may result in a Stop Work Order, suspension/revocation of permit, or of license



**A-1 Chipseal Co.**  
**50 Largest Completed Projects in the Past 5 Years**  
Updated: 1/12/2021

| Initial Contract \$ Amount | Final Contract \$ Amount | Self-Performed \$ Value | Project Name                   | Owner's Name, Address, Contact Name & Phone No.                                                                        | Project Description                        | Completion Date | Liquidated Damages |
|----------------------------|--------------------------|-------------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------|--------------------|
| \$ 3,986,575.80            | \$ 4,982,533.35          | \$ 4,309,982.80         | Denver 2020 Chipseal Program   | City & County of Denver<br>201 W. Colfax Ave. Dept 908<br>Denver, CO 80202<br>Accounts Payable<br>(303) 446-3466       | Chip Seal, Slurry Seal, Crack Seal         | 12/31/20        | No                 |
| \$ 3,095,408.80            | \$ 3,112,779.36          | \$ 2,922,956.78         | Aurora 2016 Slurry & Chip      | City of Aurora<br>15740 E 32nd Ave<br>Aurora, CO 80011<br>Raul Griego<br>(303) 326-8208                                | Chipseal, Slurry Seal, Patching            | 05/31/17        | No                 |
| \$ 2,891,822.38            | \$ 2,943,354.06          | \$ 1,653,424.70         | Broomfield 2018 Street Project | City of Broomfield<br>One DesCombes Drive<br>Broomfield, CO 80020<br>Justin Mundt<br>(303) 464-5675                    | Asphalt, Chipseal, Crack Seal, Slurry Seal | 11/14/18        | No                 |
| \$ 3,036,929.23            | \$ 2,929,093.73          | \$ 2,776,754.82         | City of Aurora                 | City of Aurora<br>15740 E 32nd Ave<br>Aurora, CO 80011<br>Raul Griego<br>(303) 326-8208                                | Chipseal, Slurry Seal, Patching            | 11/13/17        | No                 |
| \$ 2,752,957.27            | \$ 2,748,086.64          | \$ 2,580,506.55         | Aurora 2020 Surface Treatment  | City of Aurora<br>15740 E 32nd Ave<br>Aurora, CO 80011<br>Raul Griego<br>(303) 326-8208                                | Asphalt, Slurry Seal, Chip Seal            | 12/18/20        | No                 |
| \$ 2,296,812.27            | \$ 2,552,919.35          | \$ 1,953,206.63         | Town of Parker                 | Town of Parker<br>20120 E Mainstreet<br>Parker, CO 80138<br>Ron Martinez<br>(303) 805-3163                             | Chip Seal, Slurry Seal                     | 11/13/17        | No                 |
| \$ 2,436,601.38            | \$ 2,548,099.72          | \$ 2,495,402.71         | City of Aurora                 | City of Aurora<br>15740 E 32nd Ave<br>Aurora, CO 80011<br>Raul Griego<br>(303) 326-8208                                | Asphalt, Chipseal, Crack Seal, Slurry Seal | 12/28/18        | No                 |
| \$ 2,848,940.52            | \$ 2,427,400.02          | \$ 2,369,626.55         | City of Colorado Springs       | City of Colorado Springs<br>PO Box 1575 - MC 240<br>Colorado Springs, CO 80915<br>Kathryn Livingston<br>(719) 385-6813 | Chip Seal                                  | 11/30/20        | No                 |

**A-1 Chipseal Co.**  
**50 Largest Completed Projects in the Past 5 Years**  
Updated: 1/12/2021

| Initial Contract \$ Amount | Final Contract \$ Amount | Self-Performed \$ Value | Project Name                  | Owner's Name, Address, Contact Name & Phone No.                                                                           | Project Description                                            | Completion Date | Liquidated Damages |
|----------------------------|--------------------------|-------------------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------|--------------------|
| \$ 1,928,396.51            | \$ 2,387,706.16          | \$ 1,531,078.39         | Brighton 2019 Street Project  | City of Brighton<br>22 South 4th Ave<br>Brighton, CO 80601<br>Bill Allen<br>(303) 655-2036                                | Asphalt, Slurry Seal, Chip Seal, Concrete                      | 09/30/20        | No                 |
| \$ 2,263,994.02            | \$ 2,267,866.27          | \$ 2,200,415.72         | Aurora 2019 Surface Trmt Proj | City of Aurora<br>15740 E 32nd Ave<br>Aurora, CO 80011<br>Raul Griego<br>(303) 326-8208                                   | Asphalt, Chipseal, Crack Seal, Slurry Seal                     | 12/13/19        | No                 |
| \$ 2,135,582.62            | \$ 2,231,985.77          | \$ 2,003,121.97         | Douglas County 2016 Surf Trmt | Douglas County<br>100 3rd Street #130<br>Castle Rock, CO 80104<br>Sandi - Finance<br>(303) 660-7430                       | Patching, Chip Seal                                            | 06/30/17        | No                 |
| \$ 2,331,371.79            | \$ 2,206,872.96          | \$ 1,549,655.22         | City of Broomfield            | City of Broomfield<br>One DesCombes Drive<br>Broomfield, CO 80020<br>Justin Mundt<br>(303) 464-5675                       | Concrete, Patching, Paving, Chip Seal, Slurry Seal, Crack Seal | 12/15/17        | No                 |
| \$ 2,015,159.19            | \$ 2,116,316.73          | \$ 2,109,093.47         | Colorado Springs Chipseal     | City of Colorado Springs<br>PO Box 1575 - MC 240<br>Colorado Springs, CO 80915<br>Kathryn Livingston<br>(719) 385-6813    | Chip Seal                                                      | 11/30/18        | No                 |
| \$ 2,213,463.61            | \$ 2,005,647.53          | \$ 2,001,597.49         | Ft Collins 2018 Surface Prog  | City of Fort Collins<br>281 N. College Ave.<br>Fort Collins, CO 80522<br>Stan Welsch - Finance Debbie D<br>(970) 416-2091 | Chip Seal, Slurry Seal                                         | 10/26/18        | No                 |
| \$ 1,979,810.00            | \$ 1,825,700.56          | \$ 1,788,037.98         | City of Ft. Collins           | City of Fort Collins<br>281 N. College Ave.<br>Fort Collins, CO 80522<br>Stan Welsch - Finance Debbie D<br>(970) 416-2091 | Chip Seal, Slurry Seal                                         | 11/13/17        | No                 |
| \$ 1,780,327.91            | \$ 1,659,657.38          | \$ 1,501,280.45         | Town of Parker                | Town of Parker<br>20120 E Mainstreet<br>Parker, CO 80138<br>Ron Martinez<br>(303) 805-3163                                | Chip Seal, Slurry Seal                                         | 11/29/18        | No                 |



**A-1 Chipseal Co.**  
**50 Largest Completed Projects in the Past 5 Years**  
Updated: 1/12/2021

| Initial Contract \$ Amount | Final Contract \$ Amount | Self-Performed \$ Value | Project Name                   | Owner's Name, Address, Contact Name & Phone No.                                                                           | Project Description              | Completion Date | Liquidated Damages |
|----------------------------|--------------------------|-------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------|--------------------|
| \$ 1,759,196.39            | \$ 1,639,711.84          | \$ 1,635,302.06         | Ft Collins 2019 Asphalt Progra | City of Fort Collins<br>281 N. College Ave.<br>Fort Collins, CO 80522<br>Stan Welsch - Finance Debbie D<br>(970) 416-2091 | Chip Seal, Slurry Seal           | 09/27/19        | No                 |
| \$ 798,911.10              | \$ 1,601,078.40          | \$ 1,581,682.73         | Colorado Springs Crackseal     | City of Colorado Springs<br>PO Box 1575 - MC 240<br>Colorado Springs, CO 80915<br>Kathryn Livingston<br>(719) 385-6813    | Crack Seal                       | 12/28/18        | No                 |
| \$ 1,600,000.00            | \$ 1,593,997.35          | \$ 1,513,870.15         | City of Colorado Springs       | City of Colorado Springs<br>PO Box 1575 - MC 240<br>Colorado Springs, CO 80915<br>Kathryn Livingston<br>(719) 385-6813    | Chip Seal                        | 12/15/17        | No                 |
| \$ 1,577,971.21            | \$ 1,566,377.97          | \$ 1,171,593.25         | Brighton 2018 St Pres. Proj    | City of Brighton<br>22 South 4th Ave<br>Brighton, CO 80601<br>Bill Allen<br>(303) 655-2036                                | Asphalt, Crack Seal, Slurry Seal | 11/30/18        | No                 |
| \$ 1,499,928.24            | \$ 1,549,875.60          | \$ 1,425,186.81         | Colo Spgs 2016 Crackseal       | City of Colorado Springs<br>PO Box 1575 - MC 240<br>Colorado Springs, CO 80915<br>Kathryn Livingston<br>(719) 385-6813    | Crack Seal                       | 03/06/17        | No                 |
| \$ 1,215,621.87            | \$ 1,244,884.99          | \$ 1,084,400.20         | Erie 2018 Street Maint Project | Town of Erie<br>P.O. Box 750<br>Erie, CO 80516<br>Frank McIlwain<br>(303) 926-2883                                        | Asphalt, Chip Seal, Crack Seal   | 12/10/18        | No                 |
| \$ 839,764.54              | \$ 1,185,708.74          | \$ 1,021,707.67         | Arap Cty 2016 Slurry/Chip Seal | Arapahoe County<br>5334 S. Prince St.<br>Littleton, CO 80120<br>Jonathan Hesse<br>(720) 874-6500                          | Microsurfacing, Slurry Seal      | 03/13/17        | No                 |
| \$ 1,259,554.50            | \$ 1,092,812.46          | \$ 991,269.78           | CDOT Proj #MTCA R100           | Colorado Dept. of Transport.<br>4201 E. Arkansas Room 158<br>Denver, CO 80222<br>Rick<br>(720) 299-5552                   | Chip Seal                        | 11/30/18        | No                 |



**A-1 Chipseal Co.**  
**50 Largest Completed Projects in the Past 5 Years**  
 Updated: 1/12/2021

| Initial Contract \$ Amount | Final Contract \$ Amount | Self-Performed \$ Value | Project Name                  | Owner's Name, Address, Contact Name & Phone No.                                        | Project Description    | Completion Date | Liquidated Damages |
|----------------------------|--------------------------|-------------------------|-------------------------------|----------------------------------------------------------------------------------------|------------------------|-----------------|--------------------|
| \$ 1,036,792.56            | \$ 1,061,598.74          | \$ 1,054,662.42         | Greeley 2019 Chip/Slurry Prog | City of Greeley<br>1000 10th Street<br>Greeley, CO 80631<br>Pat Hill<br>(970) 350-9450 | Chip Seal, Slurry Seal | 12/13/19        | No                 |

**Street Schedule:**

| Slurry Seal Type II |                            |            |          |
|---------------------|----------------------------|------------|----------|
| BEECH CT            | 87TH D to 87TH PKWY        | LOCAL ROAD | 551 SY   |
| BEECH WAY           | 87TH DR to 87TH DR         | LOCAL ROAD | 1946 SY  |
| DEFRAME CT          | 87TH DR to CDS             | LOCAL ROAD | 1741 SY  |
| ELDRIDGE ST         | CDS to 87TH LN             | LOCAL ROAD | 760 SY   |
| ELLIS CT            | 87TH LN to CDS             | LOCAL ROAD | 1386 SY  |
| FLORA CT            | 87TH DR to CDS             | LOCAL ROAD | 1315 SY  |
| GARDENIA CIR        | 87TH DR to 87TH DR         | LOCAL ROAD | 2415 SY  |
| W 77TH AVE          | 77TH DR to CDS             | LOCAL ROAD | 941 SY   |
| W 77TH DR           | CDS to WARD RD             | LOCAL ROAD | 6398 SY  |
| W 77TH PL           | 77TH DR to CDS             | LOCAL ROAD | 1116 SY  |
| W 78TH CIR          | WARD RD to WARD RD         | LOCAL ROAD | 5145 SY  |
| W 80TH PL           | ZINNIA ST to YOUNGFIELD ST | LOCAL ROAD | 3265 SY  |
| W 81ST AVE          | ALKIRE ST to YOUNGFIELD ST | LOCAL ROAD | 4229 SY  |
| W 81ST PL           | CDS to CDS                 | LOCAL ROAD | 1671 SY  |
| W 87TH DR           | 87TH PKWY to 87TH TER      | LOCAL ROAD | 11888 SY |
| W 87TH LN           | 87TH DR to 87TH DR         | LOCAL ROAD | 4548 SY  |
| W 87TH TER          | 87TH DR to 87TH DR         | LOCAL ROAD | 3670 SY  |
| YOUNGFIELD ST       | CDS to 81ST AVE            | LOCAL ROAD | 3171 SY  |
| ZANG ST             | CDS to 81ST PL             | LOCAL ROAD | 3153 SY  |
| ZINNIA ST           | 78TH CIR to 81ST AVE       | LOCAL ROAD | 2802 SY  |
| Chip Seal Type II   |                            |            |          |
| W 72ND AVE          | HOLMAN ST to XENOPHON CT   | 2 LANE ART | 41756 SY |
| WARD RD             | 77TH DR to ALKIRE ST       | LOCAL ROAD | 8089 SY  |
| Hot Chip            |                            |            |          |
| W 82ND AVE          | CL to CULEBRA ST           | 2 LANE ART | 19290 SY |

|                                   |            |
|-----------------------------------|------------|
| Total Slurry Seal Type II SY      | 62,111 SY  |
| Total Chip Seal Type II (1/4") Sy | 49,845 SY  |
| Total Hot Chip SY                 | 19,290 SY  |
| Total Program SY                  | 131,246 SY |



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: R21-077 A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Granite Inliner, LLC for Trenchless Sewer Main Replacement, Increasing the Cost of Project No. 20-SR-02 by \$537,468.56 for a Total Cost of \$1,701,872.56

### **Report in Brief**

Attached for Council consideration is a Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Granite Inliner, LLC for Trenchless Sewer Main Replacement, Increasing the Cost of Project No. 20-SR-02 by \$537,468.56 for a Total Cost of \$1,701,872.56.

The Arvada team recommends that City Council approve R21-077, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Granite Inliner, LLC for Trenchless Sewer Main Replacement, Increasing the Cost of Project No. 20-SR-02 by \$537,468.56 for a Total Cost of \$1,701,872.56.

### **Financial Impact**

This is a one-time request and there is adequate funding for this amendment in the following account:

Wastewater Fund Financial Account No. 42-734040-58105

### **Background**

The change order includes additional work, beyond the original contract scope, associated with the emergency repair of the 15-inch sanitary sewer main under Colorado State Highway 121 (Wadsworth Boulevard) at Pomona Drive. A breakdown of all costs and quantities prepared by the contractor to complete the repair is attached. The Arvada team has reviewed final invoicing from the contractor and recommends approval of the change order required for emergency repairs.

### **Discussion**

Granite Inliner is currently working on a contract with the City of Arvada to install PVC liners to rehabilitate aging sanitary sewer pipe at various locations within the City. While installing the PVC liner in a section of the existing sewer main in Pomona Drive and under Wadsworth Boulevard, the existing clay pipe began to crack and eventually collapsed. The contractor was able to video the pipe and observed that 110-feet of clay pipe had been damaged and all of the damage occurred inside of a steel encasement pipe that was discovered during the video inspection. In researching original construction documents, it appears this sewer line was installed in the late 1960's inside a 26-inch steel encasement pipe that extends across Wadsworth Boulevard.

As a result of the clay pipe failure, the contractor engaged the services of a pipe boring expert to determine how to solve this issue and to avoid trenching across Wadsworth to repair the sewer main. The decision was made to use an auger and remove the clay pipe debris from inside the steel encasement pipe. Once the debris was removed, a new pipe was installed inside the existing steel encasement pipe to replace the entire length of damaged clay pipe. The new sewer pipe was connected to the existing pipe outside of the steel encasement and the sewer main was placed back in service.

This was an emergency operation to repair the sanitary sewer main and was not anticipated in the original scope of work. As a result of the hard work involved to mobilize various subcontractors, dealing with extreme cold temperatures, and coordination with CDOT and the City of Arvada we thank Granite Inliner for putting forth their best effort to get the sanitary sewer main back in service.

### **Public Contact**

Posting of the City Council agenda.

### **Commission Recommendation**

N/A

### **Strategic Alignment**

The Utilities Department has a performance measure to update and improve the City wastewater collection system. This action aligns with the Infrastructure Priority Area of the City Council Strategic Plan.

### **Alternative Courses of Action**

N/A

### **Recommendation for Action**

The Arvada team recommends that City Council approve R21-077, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Granite Inliner, LLC for Trenchless Sewer Main Replacement, Increasing the Cost of Project No. 20-SR-02 by \$537,468.56 for a Total Cost of \$1,701,872.56.

### **Suggested Motion:**

I move that R21-077, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Granite Inliner, LLC for Trenchless Sewer Main Replacement, Increasing the Cost of Project No. 20-SR-02 by \$537,468.56 for a Total Cost of \$1,701,872.56, be (approved) (rejected).

Prepared by:  
Kris Gardner, Civil Engineer III

Reviewed by:

Approved by:

|                                         |           |
|-----------------------------------------|-----------|
| Karen Custer, Administrative Assistant  | 4/23/2021 |
| Jacqueline Rhoades, Civil Engineer III  | 4/28/2021 |
| Don Wick, Director of Public Works      | 4/28/2021 |
| Bryan Archer, Director of Finance       | 4/28/2021 |
| Gail Walker, Legal Specialist-Contracts | 4/28/2021 |

**SUBJECT:** R21-077 A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Granite Inliner, LLC for Trenchless Sewer Main Replacement, Increasing the Cost of Project No. 20-SR-02 by \$537,468.56 for a Total Cost of \$1,701,872.56

**PAGE:** 3  
**ITEM:** 8.A.5.

|                                       |           |
|---------------------------------------|-----------|
| Erika Pierce, Litigation Paralegal    | 4/28/2021 |
| Laura Hemler, Assistant City Attorney | 4/28/2021 |
| Rachel Morris, City Attorney          | 5/3/2021  |
| Lorie Gillis, Deputy City Manager     | 5/4/2021  |
| Mark Deven, City Manager              | 5/5/2021  |

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-077

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND GRANITE INLINER, LLC, FOR TRENCHLESS SEWER MAIN REPLACEMENT, INCREASING THE COST OF PROJECT NO. 20-SR-02 BY \$537,468.56 FOR A TOTAL COST OF \$1,701,872.56

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, Change Order No. 2 to an Agreement By and Between the City of Arvada and Granite Inliner, LLC for Trenchless Sewer Main Replacement in an Amount Not to Exceed \$1,164,404.00 that increases the cost of Project No. 20-SR-02 by \$537,468.56 for a total cost of \$1,701,872.56, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 17th day of May, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_





April 15, 2021

**City of Arvada**  
**Kris Gardner, Civil Engineer III**  
Public Works Department Engineering Division  
8101 Ralston Rd.  
Arvada, CO 80002

**Attention: Mr. Kris Gardner**  
**Civil Engineer III**

**Reference: City of Arvada 2020 Trenchless Sewer Main Replacement**  
**Wadsworth and Pomona Pipe Collapse Repair**  
**Change Order**

Gentlemen:

Granite Inliner, LLC (INLINER) submits the following change order request on the City of Arvada 2020 Trenchless Sewer Main Replacement project in accordance with Contract terms and conditions. Below is the projected breakdown of costs and actual quantities needed to complete the repair. The attached invoice is for work already completed by INLINER and its subcontractors.

**Scope of Work:** INLINER and its subcontractors have completed the repair of a collapsed sanitary sewer line inside a steel casing located under the intersection of Wadsworth Blvd. and W. Pomona Dr. The emergency repair plan and specification were agreed by or provided by the City of Arvada and outlined in a budget estimate previously submitted. INLINER has proceeded with the plan based on the City's verbal work order. Repair work includes continuous bypass operations until the line was returned to service, potholing investigation to locate utilities and the ends of the steel casing, excavations to the West and East of Wadsworth Blvd. on W. Pomona Dr. to first remove the broken clay pipe and then install new PVC pipe and reconnections to the existing sewer, and restoration of the roadway. CIPP lining is not planned for this section of pipe as directed by the City.

| Item                                     | Description            | Unit | Quantity | Unit Price  | Total         |
|------------------------------------------|------------------------|------|----------|-------------|---------------|
| <b>United Rentals – Bypass</b>           |                        |      |          |             |               |
| CO1-01                                   | Bypass Watch – 24hrs   | Day  | 33       | \$ 4,009.40 | \$ 132,310.10 |
| CO1-02                                   | Bypass Plug Rental (2) | MO   | 1.25     | \$ 1,534.00 | \$ 1,917.50   |
| CO1-03                                   | Bypass Pump Rental (2) | MO   | 1.25     | \$ 4,861.60 | \$ 6,077.00   |
| <b>Levi Contractors - Investigations</b> |                        |      |          |             |               |
| CO1-04                                   | Potholing              | Day  | 4        | \$ 3,422.00 | \$ 13,688.00  |
| CO1-05                                   | Flowfill for Potholes  | CY   | 4        | \$ 188.80   | \$ 755.20     |
| CO1-06                                   | Levi Crew              | Day  | 4        | \$ 1,740.50 | \$ 6,962.00   |
| <b>Levi Contractors – Receiver Pit</b>   |                        |      |          |             |               |
| CO1-07                                   | Mobilization           | LS   | 1        | \$ 590.00   | \$ 590.00     |
| CO1-08                                   | Saw cutting            | LS   | 1        | \$ 1,416.00 | \$ 1,416.00   |
| CO1-09                                   | Shoring (19ft Deep)    | LS   | 1        | \$ 7,316.00 | \$ 7,316.00   |
| CO1-10                                   | Rock                   | LS   | 1        | \$ 708.00   | \$ 708.00     |
| CO1-11                                   | Hydro Excavation       | CY   | 35       | \$ 472.00   | \$ 16,520.00  |

|                                         |                                        |     |     |    |            |           |                   |
|-----------------------------------------|----------------------------------------|-----|-----|----|------------|-----------|-------------------|
| CO1-12                                  | Flashfill                              | CY  | 28  | \$ | 188.80     | \$        | 5,286.40          |
| CO1-13                                  | Haul Off                               | LD  | 3   | \$ | 413.00     | \$        | 1,239.00          |
| CO1-14                                  | Levi Crew                              | Day | 7   | \$ | 4,484.00   | \$        | 31,388.00         |
| CO1-15                                  | Trench Plates                          | LS  | 1   | \$ | 1,416.00   | \$        | 1,416.00          |
| CO1-16                                  | Asphalt Replacement                    | SF  | 400 | \$ | 14.16      | \$        | 5,664.00          |
| CO1-17                                  |                                        |     |     |    |            |           |                   |
| <b>Pascal Construction – Launch Pit</b> |                                        |     |     |    |            |           |                   |
|                                         | Expose, Clear Out Casing and           |     |     |    |            |           |                   |
| CO1-18                                  | Install New PVC Pipe                   | LS  | 1   | \$ | 229,690.22 | \$        | 229,690.22        |
| <b>Granite Inliner</b>                  |                                        |     |     |    |            |           |                   |
| CO1-19                                  | Lost CIPP Tube (15"-9mm)               | LF  | 368 | \$ | 6.98       | \$        | 2,568.64          |
| CO1-20                                  | Lost Crew Time (2/1/21)                | Day | 1   | \$ | 7,316.00   | \$        | 7,316.00          |
| CO1-21                                  | Bypass Performed by Granite            | LS  | 1   | \$ | 11,800.00  | \$        | 11,800.00         |
| CO1-22                                  | Management Staff                       | LS  | 1   | \$ | 19,257.60  | \$        | 19,257.60         |
| <b>Traffic Control West</b>             |                                        |     |     |    |            |           |                   |
| CO1-23                                  | Traffic Control – West of Intersection | Day | 35  | \$ | 708.00     | \$        | 24,780.00         |
| CO1-24                                  | Traffic Control – East of Intersection | Day | 10  | \$ | 885.00     | \$        | 4,425.00          |
| <b>Grand Total</b>                      |                                        |     |     |    |            | <b>\$</b> | <b>537,468.56</b> |

Note: All unit price items billed at actual quantities used.

Please communicate your acceptance by e-mail or change order so we may maintain contract conformity. Thank you for your consideration.

Sincerely,

**Granite Inliner, LLC**



**Joe Moya**  
Project Manager

Attachment: Invoice 1029786-5

**CHANGE ORDER**

**No. 2**

TO: Granite Inliner, LLC  
7915 Cherrywood Loop  
Kiowa, CO 80117

Upon Contractor acceptance and City approval, the work and Contract Documents for City of Arvada, Project No. 20-SR-02, Trenchless Sewer Main Replacement will be adjusted to include the following:

| <b><u>Item</u></b> | <b><u>Description</u></b>         | <b><u>Qty.</u></b> | <b><u>Unit</u></b> | <b><u>Unit Cost</u></b> | <b><u>Add/Delete</u></b> |
|--------------------|-----------------------------------|--------------------|--------------------|-------------------------|--------------------------|
| 1.                 | See Attached Change Order Request |                    |                    |                         |                          |
| 2.                 |                                   |                    |                    |                         |                          |
| 3.                 |                                   |                    |                    |                         |                          |
| 4.                 |                                   |                    |                    |                         |                          |

|                  |  |  |  |  |                            |
|------------------|--|--|--|--|----------------------------|
| <b>TOTAL ADD</b> |  |  |  |  | <b><u>\$537,468.56</u></b> |
|------------------|--|--|--|--|----------------------------|

**Adjustments to Contract Price & Time**

|                                                              | <b><u>Contract Dollars</u></b> | <b><u>Calendar Days</u></b> |
|--------------------------------------------------------------|--------------------------------|-----------------------------|
| Contract Totals through and including Previous Change Orders | \$1,164,404.00                 | 172                         |
| Adjustments this Change Order <b>(Increase)</b>              | \$537,468.56                   | 90                          |
| Contract Totals to Date – Including Change Order No. 2       | \$1,701,872.56                 | 262                         |
| Contract Time Expires on:                                    | May 28, 2021                   |                             |

**APPROVED FOR CITY**

\_\_\_\_\_  
Marc Williams, Mayor  
8101 Ralston Road  
Arvada, CO 80002

ATTEST:

\_\_\_\_\_  
City Clerk

ACCEPTED FOR CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

For Rachel Morris, City Attorney

By: \_\_\_\_\_



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: R21-078 A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with Jefferson County for the Funding and Development of a Feasibility Study for the Colorado Front Range Trail

### **Report in Brief**

Jefferson County Open Space (JCOS), along with their funding partners City of Arvada and The Trust for Public Lands (TPL), has issued a Request for Proposals (RFP) for a Design Team to perform a Feasibility Study on a segment of the Colorado Front Range Trail (CFRT) in northern Jefferson County. The Parties desire to enter into this IGA to address participation in the RFP process, joint participation and review of the Study, and funding of the Design Contract.

The Arvada team recommends that the City Council approve R21-078, A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with Jefferson County for the Funding and Development of a Feasibility Study for the Colorado Front Range Trail.

### **Financial Impact**

Entering into this intergovernmental agreement will obligate Arvada, as part of the commitment, to fund planning expenses up to \$50,000.00. No funds are available in existing, appropriated projects. Funding for this project would need to be identified during the 2022 Budget Update Process.

### **Background**

In 2003, Colorado State Parks, with the support of the citizens of Colorado, many communities, and stakeholders, initiated the Colorado Front Range Trail (CFRT) project. The vision of this trail is to create a multi-purpose trail from Wyoming to New Mexico, along the Front Range of Colorado. The 876-mile trail will link diverse communities, scenic landscapes, cultural and historic points, parks, open space and other attractions.

To date, over 270 miles of the CFRT have been completed in Colorado; however, a critical trail segment remains undeveloped in northern Jefferson County, approximately six (6) miles long. Recently, Jefferson County Open Space (JCOS), along with their funding partners City of Arvada (Arvada) and The Trust for Public Lands (TPL), issued a Request for Proposals (RFP) for a Design Team to perform a Feasibility Study (Study) on the unfinished segment of the Colorado Front Range Trail (CFRT) in northern Jefferson County. Locally, the unfinished segment of the CFRT will improve connectivity and safety through a major transportation corridor between the cities of Golden, Arvada, and Boulder. For those reasons, the County has prioritized completion of this trail segment between JCOS's North Table Mountain Park and the northern boundary between Jefferson County and Boulder County.

The feasibility study is partially funded by the Transportation Improvement Program (TIP) Subregional Share through Denver Regional Council of Governments' (DRCOG) Multimodal Options Fund (MMOF) due, in part, to the significant value this project brings to regional safety and mobility in Colorado. Additionally, the recently adopted Jeffco Trails Plan and Conservation Greenprint define this Project as a qualifying proposed regional trail fulfilling the guiding document's primary objectives to improve connections across the entire Jefferson County region, increase equitable access, and create safer

experiences for everyone.

The trail is anticipated to generally parallel Highway 93, providing a much-needed north-south trail connection in the region. Therefore, Colorado Department of Transportation (CDOT) will be an important partner in the feasibility study to provide input on feasible alignment alternatives that may include the CDOT right-of-way.

The goals of the CFRT feasibility study are to explore and define trail alignment alternatives that ultimately fulfill the following:

- Increase local and regional trail connectivity by creating a continuous north-south trail alignment, utilizing existing trail systems wherever possible and reasonable
- Provide a safe and enjoyable outdoor experience to residents and visitors while contributing to the 10-minute trail, park, or green space access goal
- Enhance multimodal access in the Jefferson County Subregion and beyond

The Study's driving principles dovetail with the DRCOG Metro Vision Plan, the Jeffco Trails Plan, the Jeffco Conservation Greenprint, and Arvada's 2016 Parks and Open Space Trails Master Plan. Some of these principles include growing and enhancing multimodal connections between urban centers within the Jefferson County Subregion and neighboring Subregions, increasing safety and reliability of transportation systems, and connecting people to natural resource areas, open space, parks, and trails.

The CFRT is a unique legacy that will enrich Colorado's tourism and recreation resources, as well as the state's heritage and health. When complete, the trail will connect 15 cities, 14 counties and many smaller towns and communities along its length. Named one of the most critical trail projects in 2016, the CFRT will help to fulfill the Colorado the Beautiful Initiative where every Coloradan will live within 10 minutes of a trail, park, or green space within a generation.

## **Discussion**

The total estimated cost of the CFRT Feasibility Study is \$250,000.00. Jefferson County has been awarded a grant for 40% of the estimated cost of the Study (maximum \$100,000.00) through the Denver Regional Council of Governments' Subregional Transportation Improvement Program using Multimodal Transportation Options Funding. The grant will be administered by the Colorado Department of Transportation (CDOT) pursuant to the Contract between the County and CDOT dated March 3, 2021.

Arvada has agreed to contribute up to \$50,000.00 towards the cost of the Study. By separate agreement with the County, The Trust for Public Land has agreed to contribute \$25,000.00 for the Study, with the County contributing the balance of the estimated cost.

The RFP has been completed and contractor selection has begun. Arvada parks primary role is to provide feedback to the design team and partners when it is needed and ensure that future trails meet our construction standards and community needs.

Additionally, this segment of the CFRT project will improve connectivity and safety through a major transportation corridor between the cities of Golden, Arvada, and Boulder. and has a goal of improving connections across the entire Jefferson County region, increase equitable access, and create safer experiences for everyone. This project leverages regional funds to create new amenities and benefits for Arvada residents and visitors and will provide nature-based mobility and exploration for our community and visitors which otherwise would not exist.

## **Public Contact**

Posting of the City Council agenda.

## **Commission Recommendation**

N/A

### **Strategic Alignment**

The City's focus and priority on the planning and development of regional trails is articulated clearly in the vision of our Parks, Open Space, and Trails Master Plan which is “to connect our park, open space and trail system with green spines in a regionally-focused way.” The CFRT trail is a key piece in realizing that vision.

Additionally, participation in the CFRT feasibility study directly aligns with and contributes to the following City Council Strategic Result:

*By 12/22, complete strategic investments and initiatives to ensure parks, trails, open space, and amenities are in alignment with our diverse, changing, and growing community.*

### **Alternative Courses of Action**

N/A.

### **Recommendation for Action**

The Arvada team recommends that the City Council approve R21-078, A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with Jefferson County for the Funding and Development of a Feasibility Study for the Colorado Front Range Trail.

### **Suggested Motion:**

I move that R21-078, A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with Jefferson County for the Funding and Development of a Feasibility Study for the Colorado Front Range Trail, be (approved) (rejected).

Prepared by:  
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| Gordon Reusink, Director of Vibrant Community and Neighborhoods | 4/28/2021 |
| Bryan Archer, Director of Finance                               | 4/28/2021 |
| Gail Walker, Legal Specialist-Contracts                         | 4/28/2021 |
| Kylie Justus, Assistant City Attorney                           | 4/28/2021 |
| Rachel Morris, City Attorney                                    | 5/3/2021  |
| Lorie Gillis, Deputy City Manager                               | 5/4/2021  |
| Mark Deven, City Manager                                        | 5/5/2021  |



**SUBJECT:** R21-078 A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with Jefferson County for the Funding and Development of a Feasibility Study for the Colorado Front Range Trail

**PAGE:** 4  
**ITEM:** 8.B.1.

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R 21-078

A RESOLUTION AUTHORIZING THE CITY OF ARVADA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON COUNTY FOR THE FUNDING AND DEVELOPMENT OF A FEASIBILITY STUDY FOR THE COLORADO FRONT RANGE TRAIL

WHEREAS, Pursuant to Article XIV, § 18(2)(a), Colorado Constitution, and § 29-1-203, C.R.S., Jefferson County and Arvada have the authority to enter into intergovernmental agreements; and

WHEREAS, Jefferson County has issued a Request for Proposals for a design team to perform a Feasibility Study for an approximately six-mile-long segment of the Colorado Front Range Trail in northern Jefferson County; and

WHEREAS, Jefferson County will enter into a design services contract with the selected design team and the completed Feasibility Study will serve as a 30% design plan for the project; and

WHEREAS, the estimated cost of the Feasibility the Study is \$250,000.00:

- Jefferson County has been awarded a grant for 40% of the estimated cost of the Study (maximum \$100,000.00) through the Denver Regional Council of Governments' Subregional Transportation Improvement Program using Multimodal Transportation Options Funding;
- The Trust for Public Land has agreed to contribute \$25,000.00;
- Arvada has agreed to contribute up to \$50,000.00 if the funds are approved in Arvada's 2022 budget; and
- Jefferson County will contribute the balance of the estimated cost; and

WHEREAS, this IGA supports Arvada's goal of identifying trail gaps, creating trail systems, and acquiring lands for open space conservation.

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

Section 1. City Council hereby authorizes the Mayor of Arvada to sign the partnership agreement with Jefferson County for the funding and development of a feasibility study for the Colorado Front Range Trail conditioned upon approval of the funds in Arvada's 2022 budget.

Section 2. This Resolution to be in full force and effect from and after its passage and approval.

APPROVED AND ADOPTED this 17th day of May, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR FUNDING AND DEVELOPMENT OF A FEASIBILITY STUDY FOR THE  
COLORADO FRONT RANGE TRAIL – NORTHERN JEFFERSON COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT ("**IGA**"), dated for reference purposes this \_\_\_\_\_ day of \_\_\_\_\_, 2021, is by and between the **City of Arvada**, a home-rule municipal corporation and political subdivision of the State of Colorado ("**Arvada**") and the **County of Jefferson, State of Colorado**, a body politic and corporate (the "**County**"). The above parties may be individually referred to herein as a "**Party**" and collectively as the "**Parties.**"

**RECITALS**

- A. Section 18(2)(a) of Article XIV of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*, and 29-20-105 authorize and encourage governments to cooperate with each other for purposes of planning and development and to provide for the joint exercise of functions and services to which each is individually authorized.
- B. The County Open Space ("**JCOS**") is issuing, or has issued, a Request for Proposals ("**RFP**") for a design team to perform a Feasibility Study ("**Study**") for an approximately six-mile-long segment of the Colorado Front Range Trail ("**CFRT**") in northern Jefferson County ("**Project**"). The County will enter into a design services contract ("**Design Contract**") with the selected design team ("**Consultant**"). The completed Study will serve as a 30% design plan for the Project.
- C. The estimated cost of the Study is \$250,000.00. The County has been awarded a grant for 40% of the estimated cost of the Study (maximum \$100,000.00) through the Denver Regional Council of Governments' Subregional Transportation Improvement Program using Multimodal Transportation Options Funding. The grant will be administered by the Colorado Department of Transportation ("**CDOT**") pursuant to the Contract between the County and CDOT dated March 3, 2021.
- D. Arvada has agreed to contribute up to \$50,000.00 towards the cost of the Study. By separate agreement with the County, The Trust for Public Land has agreed to contribute \$25,000.00 for the Study, with the County contributing the balance of the estimated cost.
- E. The Parties desire to enter into this IGA to address the Parties' participation in the RFP process, joint participation and review of the Study, and funding of the Design Contract.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals, promises, covenants, and undertakings hereinafter set forth, the Parties agree as follows:

1. **RECITALS.** The Recitals set forth above are incorporated into and made a part of this IGA.
2. **REQUISITION PROCESS.**
  - a. The County shall provide Arvada the opportunity to comment on the RFP and to evaluate, discuss and rank the proposals submitted in response to the RFP.
  - b. Following approval by its Board of County Commissioners, the County shall enter into the Design Contract with the Consultant. Upon its approval of the Consultant's work the County shall compensate the Consultant in accordance with the terms of the Design Contract.
  - c. The County shall provide Arvada the opportunity to discuss and evaluate the draft Study.
  - d. Arvada may request that the Consultant present the findings and conclusions of the final Study to its governing board.
3. **FUNDING CONTRIBUTION.** It is anticipated the Design Contract price ("Contract Price") will not exceed \$250,000.00; however, the final Contract Price will not be determined until the Consultant is selected and the Design Contract is executed. The Parties understand Arvada's contribution of up to \$50,000.00 is contingent upon Arvada's 2022 budget approval. If funds are approved by Arvada City Council, Arvada shall pay in full its contribution amount of up to \$50,000.00 to the County within 30 days of the receipt of an invoice. The County is responsible for procuring the balance of the Contract Price.
4. **NOTICES.** Communications pertaining to this IGA shall be directed to each Party as follows:

**Arvada**

Enessa Janes, AICP, Ph.D.  
Deputy Director, Department of Vibrant Communities and Neighborhoods  
City of Arvada  
8101 Ralston Road  
Arvada, CO 80002  
Phone: (720) 898-7518  
Email: ejanes@arvada.org

**Jefferson County**

Amara Meier, Open Space Project Manager  
Jefferson County Open Space  
700 Jefferson County Parkway  
Golden, CO 80401  
Phone: 303-271-5983  
Email: ameier@jeffco.us

5. **ENTIRE AGREEMENT.** This IGA is intended as the complete integration of all understandings among the Parties. No prior resolution, and no prior or contemporaneous addition, deletion, or other amendment to this IGA shall have any force or effect, unless embodied herein in writing. No subsequent amendment shall have any force or effect unless contained in a written agreement executed by the Parties.
6. **ENFORCEMENT.** The enforcement of this IGA and all rights of action relating to such enforcement, are reserved to the Parties.
7. **NO ASSUMPTION OF LIABILITIES.** By entering into and performing under this IGA no Party is assuming any liability for the acts or omissions of any other Party or third parties.
8. **GOVERNMENTAL IMMUNITY.** Nothing contained in this IGA shall give or allow any claim or right of action by any other third person, nor shall anything contained in this IGA be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et. seq.*, as amended. The Parties intend that any person or entity other than the Parties be deemed an incidental beneficiary only.
9. **OFFICIALS NOT TO BENEFIT.** No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this IGA or any benefit that may arise therefrom.
10. **NON-APPROPRIATION.** This IGA shall not be interpreted to impose a multi-year obligation on the Parties. Financial commitments of the Parties under this IGA payable after the current fiscal year are contingent upon funds for this IGA being appropriated, budgeted and otherwise made available by a Party. If funds for this IGA are not budgeted and appropriated in any year subsequent to the fiscal year of execution of this IGA, a Party may immediately terminate its participation in this IGA by giving the other Parties notice of such non-appropriation.
11. **NO EMPLOYMENT RELATIONSHIP.** By entering into and performing under this IGA no Party is acting as an agent, servant or employee of any other Party.
12. **EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES.** This IGA may be executed in counterparts, each of which shall be deemed an original and shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this IGA. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 through §24-71.3-121.
13. **EFFECTIVE DATE.** The Effective Date of this IGA is the date on which it has been fully executed by the Parties.



**IN WITNESS WHEREOF**, the parties have caused this instrument to be duly executed.

**CITY OF ARVADA**

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_

**COUNTY OF JEFFERSON, STATE OF  
COLORADO**, a body corporate and politic

By: \_\_\_\_\_  
Lesley Dahlkemper, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Steven L. Snyder  
Sr. Assistant County Attorney



## REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM  
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: R21-079 A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with the Jefferson County Public Library (JCPL) Delegating Responsibilities for the Maintenance of a Trailhead on the Rocky Mountain Greenway Trail Located at the Standley Lake Library

### **Report in Brief**

In 2021, the City of Arvada applied for and was granted funding from the Jefferson County Partnership Program to build a trailhead at the Standley Lake Library. Arvada partnered closely with Jefferson County Public Library (JCPL) to conduct community outreach and planning around the design of the trailhead. The Trailhead will connect JCPL patrons to Jefferson County's outdoor systems and give them the opportunity to observe nature and resource conservation. Additionally, the trailhead will connect users to the Rocky Mountain Greenway, Little Dry Creek, and Heritage Canal Trails.

The trailhead will include a number of new amenities include a shelter/kiosk, plaza, trail maps/rules, wayfinding signs, interpretive signage, bike racks, a bike repair station, shaded benches, a drinking fountain, trash receptacles, a xeric garden, safety lighting, two ADA approved ramps, 1,450 linear feet of 8 foot wide concrete path, and 10 linear feet of soft surface trail. In order to clarify each organization's maintenance duties and ensure an organized partnership on trailhead programming and parking, Arvada and JCPL have coordinated on an intergovernmental agreement that delegates maintenance and other responsibilities.

The Arvada team recommends that the City Council approve R21-079, A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with the Jefferson County Public Library (JCPL) Delegating Responsibilities for the Maintenance of a Trailhead on the Rocky Mountain Greenway Trail Located at the Standley Lake Library.

### **Financial Impact**

The City of Arvada will be responsible for cleaning, repair and replacement of site features including the trails, plaza, shelter, furnishings, and signs. Upkeep of these site features will be financed using capital improvement funding at an estimated annual cost of \$5,000.

### **Background**

This project represents approximately five years of planning and partnership between the City of Arvada and Jefferson County Public Library. In 2017, Arvada and JCPL applied for a GOCO grant to construct the trailhead and was unsuccessful in receiving the requested funding. Substantial design, partnerships, approvals, and outreach were completed as part of that process, including a letter of support received from JCPL in 2017. The 2020 Jefferson County Trails Partnership grant application was submitted in partnership with Jefferson County Public Library (JCPL). The City received another letter of support in 2020 from the JCPL board of trustees for the Trails Partnership grant.

The proposed trailhead is located on the west side of Standley Lake Library's parking lot and to the east of the Rocky Mountain Greenway Trail. New concrete trails connect the trailhead to the western-most parking spaces, to the Rocky Mountain Greenway Trail, and to the ADA accessible path along Kipling Street at the library's entrance. This proposed trailhead is within 1 mile of 4,063 households and is accessible by walking or biking from existing sidewalks along Kipling Street. The nearest

trailhead serving RMG is 2.65 miles away in Westminster.

The trailhead will be operated under an intergovernmental agreement/shared use agreement and the IGA outlines maintenance and replacement responsibility and shared use of the facility, the existing 159-vehicle parking lot, and associated grounds.

### **Discussion**

The future trailhead location is currently maintained by JCPL's maintenance contractor and will continue under the new agreement (mowing and snow removal). Maintenance for the existing parking lot will remain under JCPL's responsibility. Under this agreement, JCPL shall be responsible for:

- Maintenance of the Trailhead and soft surface trail including mowing, snow removal, landscaping, trash removal, and irrigation; and
- Monthly cost of electricity and water utilities; and
- Maintenance of the existing Standley Lake Library parking lot.

Arvada will be responsible for:

- Cleaning, repair or replacement of site features including, and not limited to, the trails, plaza, shelter, furnishings, and signs;
- Construction of the Trailhead;
- Requiring any construction contractor to indemnify and defend JCPL against any third-party claim, loss, or damage arising out of the contractor's actions on JCPL property;
- Requiring any construction contractor to maintain insurance coverage appropriate to the work being performed;
- All construction administration, permitting, design, and engineering required for the construction of the Trailhead;
- Water and sewer tap fees, if required; and
- Repair and/or replacement of JCPL property damaged or requiring relocation during construction.

Future public engagement processes will involve brainstorming sessions with the public and JCPL to determine interpretive signage and education station subject matter.

### **Public Contact**

Posting of the City Council agenda.

### **Commission Recommendation**

N/A

### **Strategic Alignment**

Creation of the new trailhead directly aligns with and contributes to the following City Council Strategic Result:

***By 12/22, complete strategic investments and initiatives to ensure parks, trails, open space, and amenities are in alignment with our diverse, changing, and growing community.***

The City's 2016 Parks, Trails, and Master Plan identified this location as a trail hub priority. Additionally, this project achieves

the goals of increasing community safety. The trailhead accommodates all ages and abilities while addressing hazards and potential motor vehicle conflicts. The proposed trailhead and connections allow for an ADA accessible route away from vehicular traffic which provides a safe experience for community members utilizing the trail.

Finally, this project creates a convenient trailhead facility that connects paths to community amenities (library) and local/regional off-street trail networks. It also encourages trail connections to recreational and nature destinations including Standley Lake Regional Park, Two Ponds National Wildlife Refuge, and smaller Arvada parks (Arvada Volunteer Firefighters, Lakecrest, Michael Northey, Sierra West Lake and Wood Run Parks). At the City of Arvada, we place a high priority on the planning and development of regional trails. This focus is articulated clearly in the vision of our Parks, Open Space, and Trails Master Plan which is “to connect our park, open space and trail system with green spines in a regionally-focused way.” The new trailhead at Standley Lake Library is a key piece in realizing that vision.

### **Alternative Courses of Action**

N/A.

### **Recommendation for Action**

The Arvada team recommends that the City Council approve R21-079, A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with the Jefferson County Public Library (JCPL) Delegating Responsibilities for the Maintenance of a Trailhead on the Rocky Mountain Greenway Trail Located at the Standley Lake Library.

### **Suggested Motion:**

I move that R21-079, A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with the Jefferson County Public Library (JCPL) Delegating Responsibilities for the Maintenance of a Trailhead on the Rocky Mountain Greenway Trail Located at the Standley Lake Library, be (approved) (rejected).

Prepared by:  
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| Kylie Justus, Assistant City Attorney                                | 4/27/2021 |
| Enessa Janes, Deputy Director of Vibrant Community and Neighborhoods | 4/28/2021 |
| Gordon Reusink, Director of Vibrant Community and Neighborhoods      | 4/28/2021 |
| Bryan Archer, Director of Finance                                    | 4/28/2021 |
| Gail Walker, Legal Specialist-Contracts                              | 4/28/2021 |
| Rachel Morris, City Attorney                                         | 5/3/2021  |
| Lorie Gillis, Deputy City Manager                                    | 5/4/2021  |
| Mark Deven, City Manager                                             | 5/5/2021  |

**SUBJECT:** R21-079 A Resolution Authorizing the City of Arvada to Enter into an Intergovernmental Agreement with the Jefferson County Public Library (JCPL) Delegating Responsibilities for the Maintenance of a Trailhead on the Rocky Mountain Greenway Trail Located at the Standley Lake Library

**PAGE:** 4  
**ITEM:** 8.B.2.

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R 21-079

A RESOLUTION AUTHORIZING THE CITY OF ARVADA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE JEFFERSON COUNTY PUBLIC LIBRARY (JCPL) DELEGATING RESPONSIBILITIES FOR THE MAINTENANCE OF A TRAILHEAD ON THE ROCKY MOUNTAIN GREENWAY TRAIL LOCATED AT THE STANDLEY LAKE LIBRARY

WHEREAS, Pursuant to Article XIV, § 18(2)(a), Colorado Constitution, and § 29-1-203, C.R.S., JCPL and Arvada have the authority to enter into intergovernmental agreements.

WHEREAS, Arvada and JCPL support the Jefferson County Open Space Trails Partnership Program (the Partnership Program).

WHEREAS, Arvada applied for and was granted funding from the Partnership Program for building a trailhead at the Standley Lake Library which will connect users to the Rocky Mountain Greenway, Little Dry Creek, and Heritage Canal Trails (Trailhead).

WHEREAS, the Trailhead will include a shelter/kiosk, plaza, trail maps/rules, wayfinding signs, interpretive signage, bike racks, bike repair station, shaded benches, a drinking fountain, trash receptacles, xeric garden, safety lighting, two ADA approved ramps, 1,450 linear feet of 8 foot wide concrete path, and 10 linear feet of soft surface trail.

WHEREAS, the Trailhead will connect JCPL patrons to Jefferson County's outdoor systems and give them the opportunity to observe nature and resource conservation.

WHEREAS, Arvada and JCPL would like to designate maintenance and other responsibilities in this Agreement to clarify each organizations' duties and ensure an organized partnership.

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

Section 1. City Council hereby authorizes the Mayor of Arvada to sign the partnership agreement with Jefferson County Public Library for the maintenance responsibilities of the Trailhead.

Section 2. This Resolution to be in full force and effect from and after its passage and approval.

APPROVED AND ADOPTED this 17th day of May, 2021.



\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY  
OF ARVADA AND THE JEFFERSON COUNTY PUBLIC LIBRARY  
DESIGNATING MAINTENANCE RESPONSIBILITIES FOR THE ROCKY  
MOUNTAIN GREENWAY TRAILHEAD AT THE STANDLEY LAKE LIBRARY**

**1.0 PARTIES.** This Intergovernmental Agreement (Agreement) is between the City of Arvada, a Colorado home rule municipal corporation, 8101 Ralston Road, Arvada, CO 80002 (Arvada), and the Jefferson County Public Library, 10200 W. 20th Avenue, Lakewood, CO 80215 (JCPL). Individually referred to as “Party,” collectively as “Parties.”

**2.0 RECITALS AND PURPOSE.**

**2.1** Arvada and JCPL support the Jefferson County Open Space Trails Partnership Program (the Partnership Program).

**2.2** Arvada applied for and was granted funding from the Partnership Program for building a trailhead at the Standley Lake Library which will connect users to the Rocky Mountain Greenway, Little Dry Creek, and Heritage Canal Trails (Trailhead).

**2.3** The Trailhead will include a shelter/kiosk, plaza, trail maps/rules, wayfinding signs, interpretive signage, bike racks, bike repair station, shaded benches, a drinking fountain, trash receptacles, xeric garden, safety lighting, two ADA approved ramps, 1,450 linear feet of 8 foot wide concrete path, and 10 linear feet of soft surface trail, as further detailed in the attached Site Plan, **Exhibit A**.

**2.4** The Trailhead will connect JCPL patrons to Jefferson County’s outdoor systems and give them the opportunity to observe nature and resource conservation.

**2.5** Arvada and JCPL would like to designate maintenance and other responsibilities in this Agreement to clarify each organizations’ duties and ensure an organized partnership.

**2.6** Pursuant to Article XIV, § 18(2)(a), Colorado Constitution, and § 29-1-203, C.R.S., JCPL and Arvada have the authority to enter into intergovernmental agreements.

**3.0 TERM.** This Agreement shall be effective upon execution by the Parties. This Agreement shall last in perpetuity unless:

**3.1** JCPL or its location at Standley Lake cease to exist;

3.2 The Trailhead ceases to exist or if the trail or Trailhead should become permanently unusable for any reason; or

3.3 By written consent and agreement of both Parties.

#### **4.0 ROLES AND RESPONSIBILITIES.**

4.1 JCPL. JCPL shall be responsible for:

4.1.1 Maintenance of the Trailhead and soft surface trail including mowing, snow removal, landscaping, trash removal, and irrigation; and

4.1.2 Monthly cost of electricity and water utilities; and

4.1.3 Maintenance of the existing Standley Lake Library parking lot.

4.2 Arvada. Arvada will be responsible for:

4.2.1 Cleaning, repair or replacement of site features including, but not limited to the trails, plaza, shelter, furnishings, and signs;

4.2.2 Construction of the Trailhead;

4.2.3 Requiring any construction contractor to indemnify and defend JCPL against any third-party claim, loss, or damage arising out of the contractor's actions on JCPL property;

4.2.4 Requiring any construction contractor to maintain insurance coverage appropriate to the work being performed;

4.2.5 All construction administration, permitting, design, and engineering required for the construction of the Trailhead;

4.2.6 Water and sewer tap fees, if required; and

4.2.7 Repair and/or replacement of JCPL property damaged or requiring relocation during construction.

4.3 Mutual Obligations.

4.3.1 Both Parties agree to cooperate and work together during the development, construction, maintenance, and preservation phases of the Trailhead; and

4.3.2 The Parties agree to execute an appropriate construction easement before construction activities commence on JCPL property; and

4.3.3 The Parties agree to communicate with one another about any issues that may arise; and

4.3.4 The Parties agree that Trailhead users may use the existing parking lot at the Standley Lake Library; however, nothing shall

prevent the Parties from adopting a parking lot use agreement at a later date if the number of users becomes problematic; and

**4.3.5** The Parties agree to share a schedule of planned outdoor events and programs to assure that the parking needs of both Parties are met; and

**4.3.6** Each Party hereto will meet its obligations as set forth in C.R.S. 29-1-205, as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.

## **5.0 TERMS AND CONDITIONS.**

### **5.1 Generally.**

**5.1.1** No separate entity formed. The Parties agree this Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so. Except as set forth herein, this Agreement does not authorize any Party to act for another Party for any purpose whatsoever. This Agreement shall provide only that the Parties cooperate in the design, development, and construction of the Site as contained in this Agreement.

**5.1.2** Records are public. Records relating to the project may be public or open records, and will be released in accordance with the Colorado Open Records Act.

**6.0 ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to take any additional action and execute any additional documents that are necessary to carry out this Agreement.

**7.0 ASSIGNMENT.** This Agreement may not be assigned by any Party without the prior written consent of the other Party.

**8.0 FORCE MAJEURE.** Any delays in or failure of performance by any Party of its obligations under this Agreement will be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control and such Party.

**9.0 BINDING EFFECT.** This Agreement will inure to the benefit of, and be binding upon, the Parties, their respective legal representative, successors, heirs, and assigns; provided, however, that nothing in this paragraph may be construed

to permit the assignment of this Agreement except as otherwise expressly authorized herein.

**10.0 NOTICES.** Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by:

**3.1.1** Confirmed electronic transmission. It shall be deemed received on the transmission date if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission.

**3.1.2** Certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

Arvada: Gordon Reusink  
Director of Vibrant Communities and Neighborhoods  
City of Arvada  
8101 Ralston Road  
Arvada, Colorado 80002  
[gordon@arvada.org](mailto:gordon@arvada.org)

JCPL: Donna Walker  
Executive Director  
Jefferson County Public Library  
10200 W. 20th Avenue  
Lakewood, CO 80215  
[ExecutiveDirector@jeffcolibrary.org](mailto:ExecutiveDirector@jeffcolibrary.org)

With a copy to:  
Jefferson County Attorney  
100 Jefferson County Pkwy.  
Golden, Colorado 80419-5500  
Tel: 303-271-8900  
[E-Mail: CAOContracts@jeffco.us](mailto:CAOContracts@jeffco.us)

Each Party may designate another employee to be responsible for the day-to-day administration of this Agreement.

**11.0 INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of the Agreement is held

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

- 12.0 WAIVER OF BREACH.** A waiver by any Party to the Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by another Party.
- 13.0 GOVERNING LAW AND VENUE.** This Agreement will be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement will be in the appropriate court for Jefferson County, Colorado.
- 14.0 NO MULTI-YEAR FISCAL OBLIGATION.** Arvada's and JCPL's financial obligations, if any, after the current year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the governing body of either Party. Arvada's and JCPL's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution.
- 15.0 GOVERNMENTAL IMMUNITY.** Each Party shall be responsible for its own negligent or intentional acts or omissions, and for those of its employees and volunteers. The Parties intend that nothing herein shall be deemed or construed as a waiver by any Party of any rights or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*). The Parties agree that in the event any claim or suit is brought against any Party or Parties by any third party as a result of the operation of this Agreement, each Party will cooperate with each other and with the insuring entities of each Party in defending such claim or suit.
- 16.0 NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 17.0 AUTHORIZED SIGNATORIES.** Each signatory below represents he or she is authorized to bind the Party he or she represents; each Party is relying upon this representation.



**18.0 COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**CITY OF ARVADA,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Marc Williams, Mayor  
8101 Ralston Road  
Arvada, Colorado 80002

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

**Jefferson County Public Library**

\_\_\_\_\_  
Donna Walker, Executive Director  
10200 W. 20th Avenue  
Lakewood, CO 80215

ATTEST:

\_\_\_\_\_  
By:

APPROVED AS TO FORM:

---

**EXHIBIT A**

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF  
ARVADA AND THE JEFFERSON COUNTY PUBLIC LIBRARY DESIGNATING  
MAINTENANCE RESPONSIBILITIES FOR THE ROCKY MOUNTAIN GREENWAY  
TRAILHEAD AT THE STANDLEY LAKE LIBRARY**



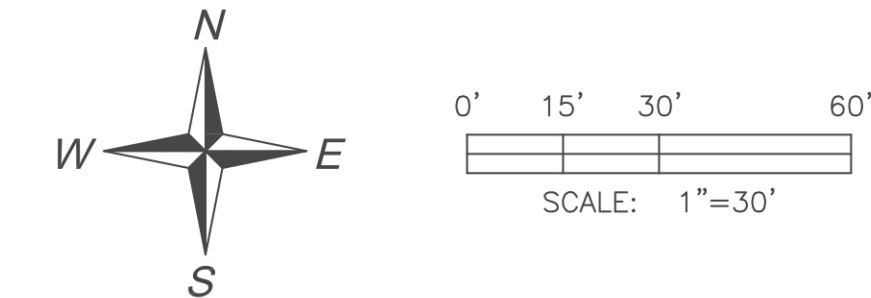


Exhibit A





## **REPORT TO CITY COUNCIL ORDINANCE FIRST READING**

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

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: CB21-016 An Ordinance Annexing Certain Land Into the City of Arvada, Maple Valley Park, Approximately Located at 6900 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

### **Report in Brief**

The subject property is located at approximately 6900 Indiana Street and is currently utilized and operating as a City owned park and serves as part of the Ralston Creek Trail. The subject property is located just north of the Indiana Street and W. 68th Avenue intersection. This property was deeded from Jefferson County to the City of Arvada to be used exclusively for public open space, park and recreational purposes. If the City of Arvada, its successors or assigns, should use the property for any purpose other than public open space, park and recreational purposes, the property shall revert to Jefferson County and the deed shall be null and void.

The Planning Commission voted 6 to 0 (1 absent) in favor to recommend approval to City Council during the public hearing on April 20, 2021.

The Arvada team recommends that CB21-016, An Ordinance Annexing Certain Land Into the City of Arvada, Maple Valley Park, Approximately Located at 6900 Indiana Street, be approved on first reading, ordered published in full, and a public hearing set for June 14, 2021, at 6:15 p.m.

### **Financial Impact**

There will be no financial impact.

### **Background**

The subject property is located at approximately 6900 Indiana Street and is currently utilized and operating as a City-owned park and serves as part of the Ralston Creek Trail. The subject property is located just north of the Indiana Street and W. 68th Avenue intersection. This property was deeded from Jefferson County to the City of Arvada to be used exclusively for public open space, park and recreational purposes. If the City of Arvada, its successors or assigns, should use the property for any purpose other than public open space, park and recreational purposes, the property shall revert to Jefferson County and the deed shall be null and void.

### **Discussion**

Scannell Properties for the City of Arvada is requesting approval of an annexation and rezoning application for Maple Valley Park. The annexation consists of approximately 12.33 acres of which 12 acres is Maple Valley Park and the remaining .39 acres is right-of-way for Indiana Street. The property is zoned Jefferson County A-2 (Agricultural) and the requested rezoning is OS (Open Space). The following information summarizes the Community and Economic Development team's analysis of the proposed annexation:

| <b>Div. 8-3-3 Annexation and Disconnection Approval Criteria</b>                                                                                                                                                |  | <b>Finding</b> | <b>Rationale</b>                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.                                                                   |  | Complies       | The property is included within the Arvada Comprehensive Plan and the City has the ability to service it. The City currently owns the property and it is in the best interest of the City to have it within the jurisdictional boundary of Arvada. |
| 2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.                                                  |  | Complies       | The property is a City-owned and maintained park and is used by Arvada residents and visitors.                                                                                                                                                     |
| 3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services. |  | Complies       | The City has capacity to serve these two lots. No development is proposed.                                                                                                                                                                         |

| <b>Div. 8-3-4 Zoning and Rezoning Approval Criteria</b>                                                                                                                                                                                                                                                         |  | <b>Finding</b> | <b>Rationale</b>                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.                                                                                     |  | Complies       | The rezoning request to OS is consistent with the Comprehensive Plan and intent of the Open Space and Parks designation in the Land Use Plan. |
| 2. The intended land use is consistent with the stated intent of the proposed zoning district.                                                                                                                                                                                                                  |  | Complies       | The use of the property as park and open space is consistent with the OS zoning district.                                                     |
| 3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development. |  | Complies       | Facilities and services necessary to serve the property are available.                                                                        |
| 4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.                                           |  | Complies       | The intended land use (park and open space) will not have any significant adverse impacts.                                                    |
| 5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.                                             |  | Complies       | The rezoning request is consistent with the character of the existing neighborhood and surrounding area.                                      |

## **Public Contact**

The required neighborhood meeting for this project took place on November 18, 2020. Due to the COVID-19 pandemic, a virtual neighborhood meeting was held. The applicant and staff were in attendance as well as 35 neighbors.

A second virtual neighborhood meeting was held on March 11, 2021. Approximately 300 residents were in attendance at the meeting.



Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

### **Commission Recommendation**

The Planning Commission voted 6 to 0 (1 absent) to recommend approval to the City Council.

### **Strategic Alignment**

This project aligns with the Community and Economic Development Priority Area within the City Council Strategic Plan.

### **Alternative Courses of Action**

NA

### **Recommendation for Action**

The Arvada team recommends that CB21-016, An Ordinance Annexing Certain Land Into the City of Arvada, Maple Valley Park, Approximately Located at 6900 Indiana Street.

### **Suggested Motion:**

I move that CB21-016, An Ordinance Annexing Certain Land Into the City of Arvada, Maple Valley Park, Approximately Located at 6900 Indiana Street, be (approved on first reading, ordered published in full, and a public hearing set for June 14, 2021 at 6:15 p.m.) (rejected)

Prepared by:  
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| Jeremiah Bebo, Planner II                                       | 4/27/2021 |
| Robert Smetana, Manager of City Planning and Development        | 4/29/2021 |
| Ryan Stachelski, Director of Community and Economic Development | 4/29/2021 |
| Gail Walker, Legal Specialist-Contracts                         | 4/29/2021 |
| Emily Grogg, Senior Assistant City Attorney                     | 4/29/2021 |
| Rachel Morris, City Attorney                                    | 5/5/2021  |
| Lorie Gillis, Deputy City Manager                               | 5/5/2021  |
| Mark Deven, City Manager                                        | 5/5/2021  |

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 21-016  
ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA,  
MAPLE VALLEY PARK, APPROXIMATELY LOCATED AT 6900 INDIANA  
STREET

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the annexation map for certain real property more fully described in said map finds as follows:

1. That a petition for annexation, together with four copies of the annexation map as required by law, was filed with the City by the owners of over fifty percent of the area of the territory hereinafter described, exclusive of public streets and alleys, and comprising more than fifty percent of the landowners of the property to be annexed.
2. That the City, by resolution at a properly noticed meeting accepted said petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, and Section 30 of Article II of the Colorado Constitution have been met and further determined that an election was not required under the Act and that no additional terms and conditions were imposed upon said annexation.
3. That the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is therefore eligible for annexation to the City of Arvada.

Section 2. The following described real property, situated in the County of Jefferson, State of Colorado, be and the same hereby is annexed to the City of Arvada, to wit:

A PARCEL OF LAND LOCATED IN:

THE WEST ONE-HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST,  
OF THE 6TH PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF  
COLORADO.

More particularly described in attached Exhibit A

Section 3. The Mayor is hereby authorized to execute, the City Clerk to attest, in form approved by the City Attorney, an Annexation Agreement pertaining to the property owned by the Petitioners.

Section 4. The Clerk of the City shall perform all statutory duties to complete said annexation.

Section 5. This Ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of May, 2021.

PASSED, ADOPTED, AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

Publication Dates: May 20, 2021  
\_\_\_\_\_

## MAPLE VALLEY PARK ANNEXATION LAND DESCRIPTION

A TRACT OR PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF COLORADO, BEING ALL OF THOSE PARCELS OF LAND DESCRIBED BY DEED RECORDED WITH THE JEFFERSON COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 93004477 AND A PORTION THE RIGHT-OF-WAY IN INDIANA AVENUE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY MOST CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, AS RECORDED WITH THE CLERK AND RECORDER OF JEFFERSON COUNTY, COLORADO, WHENCE THE CENTER OF SAID SECTION 6 BEARS S46°18'37"E, 852.84 FEET;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, S72°13'57"W, 609.63 FEET;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, S67°31'37"W, 590.00 FEET;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, N78°41'24"W, 161.57 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017119140;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017119140, N89°59'16"W, 477.98 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6;

THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, N00°02'36"W, 220.09 FEET;

THENCE ALONG A SOUTHERLY LINE OF MAPLE VALLEY SUBDIVISION FILING NO. 1, AMENDED, RECEPTION NUMBER 86025891, FOR THE NEXT SEVEN (7) COURSES:

1. S87°13'39"E, 646.65 FEET;
2. N16°03'41"E, 138.57 FEET;
3. N48°02'25"E, 219.93 FEET;
4. N64°04'33"E, 225.23 FEET;
5. N79°51'27"E, 384.59 FEET;
6. S88°27'45"E, 298.02 FEET



7. S87°55'45"E, 0.44 FEET TO THE NORTHWESTERLY CORNER OF PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE, RECEPTION NUMBER 81024687;

THENCE ALONG A WESTERLY LINE OF SAID PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE,, RECEPTION NUMBER 8102468, S08°03'46"E, 249.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 537,034 SQUARE FEET OR 12.329 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST-WEST CENTER LINE OF THE WEST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH P.M., BEING N88°58'53"E USING THE COLORADO STATE PLANE COORDINATES - CENTRAL ZONE, AS MONUMENTED AT THE WEST 1/4 CORNER OF SECTION 6, FOUND ILLEGIBLE 2.0" ALUMINUM CAP, PER MONUMENT RECORD BY PLS 12405 DATED 8/16/00, AND AS MONUMENTED AT THE CENTER 1/4 CORNER OF SECTION 6, BY A FOUND 2.5" ALUMINUM CAP PLS 5112, PER MONUMENT RECORD BY PLS 5112, DATED 6/11/97.

PREPARED UNDER THE SUPERVISION OF:  
DOUGLAS H. ORT III, PLS 37066  
(303) 501-1221  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202





LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF COLORADO, BEING ALL OF THOSE PARCELS OF LAND DESCRIBED BY DEED RECORDED WITH THE JEFFERSON COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 93004478 AND A PORTION THE RIGHT-OF-WAY IN INDIANA AVENUE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY MOST CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, AS RECORDED WITH THE CLERK AND RECORDER OF JEFFERSON COUNTY, COLORADO, WHENCE THE CENTER OF SAID SECTION 6 BEARS S46°18'37"E, 852.84 FEET;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, S72°13'57"W, 609.63 FEET;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, S67°31'37"W, 590.00 FEET;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, N78°41'24"W, 161.57 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017119140;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017119140, N89°59'16"W, 477.98 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6;

THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, N00°02'36"W, 220.09 FEET;

THENCE ALONG A SOUTHERLY LINE OF MAPLE VALLEY SUBDIVISION FILING NO. 1, AMENDED, RECEPTION NUMBER 86025891, FOR THE NEXT SEVEN (7) COURSES:

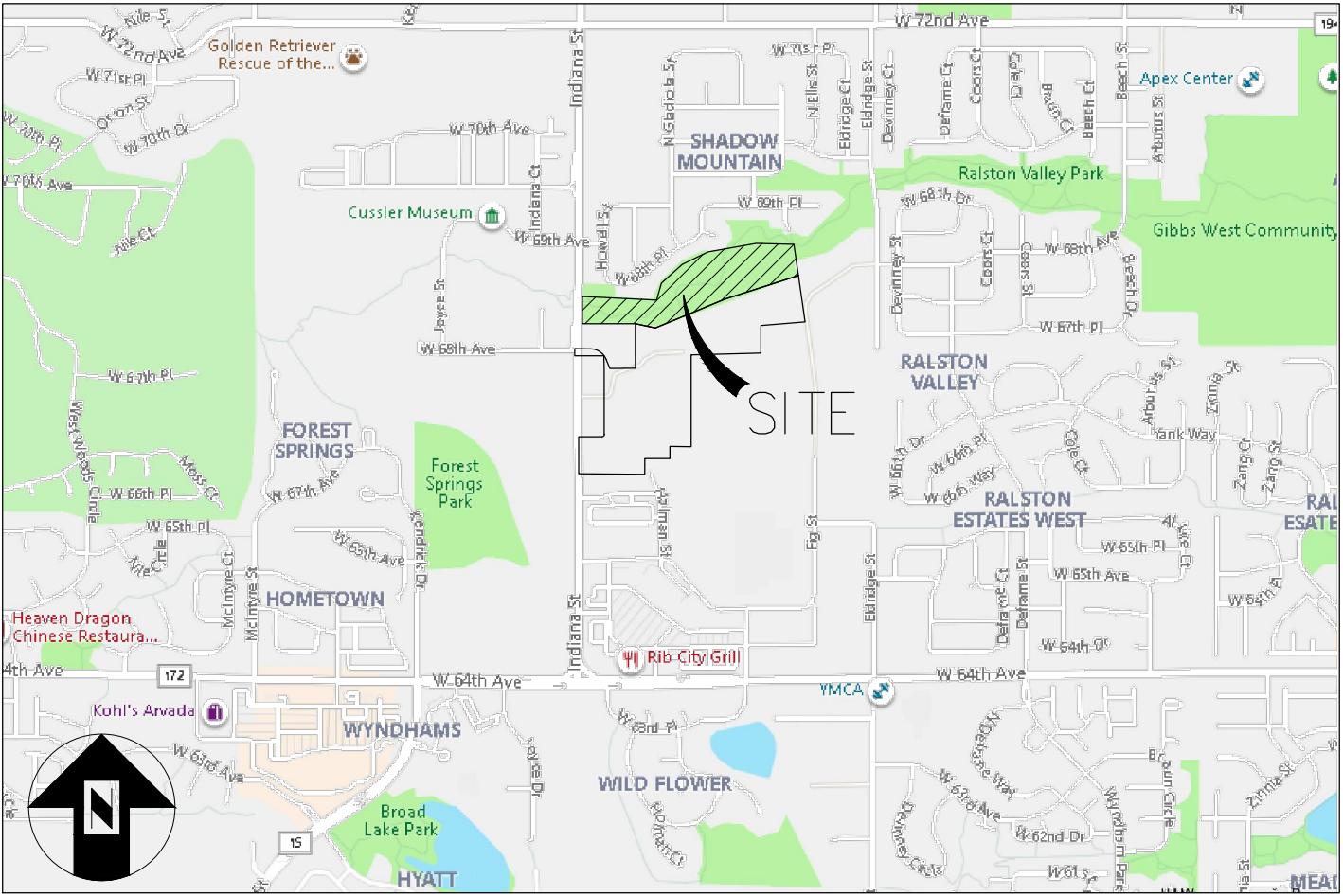
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6. S88°27'45"E, 298.02 FEET
7. S87°55'45"E, 0.44 FEET TO THE NORTHWESTERLY CORNER OF PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE, RECEPTION NUMBER 81024687;

THENCE ALONG A WESTERLY LINE OF SAID PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE, RECEPTION NUMBER 8102468, S08°03'46"E, 249.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 537,034 SQUARE FEET OR 12.329 ACRES, MORE OR LESS.

MAPLE VALLEY ANNEXATION TO THE CITY OF ARVADA

LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO



VICINITY MAP  
NOT TO SCALE

GENERAL NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE CERTIFICATION SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WILSON AND COMPANY TO DETERMINE TITLE OR EASEMENTS OF RECORD. RESEARCH FOR THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH CRS 38-51-106 AND THE RULES OF PROCEDURE AND BOARD POLICY STATEMENTS OF THE STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS. SPECIFICALLY THOSE BOARD RULES AND POLICY STATEMENTS RELATING TO THE DEPICTION OF EASEMENTS AND RIGHTS OF WAY ON SUBDIVISION PLATS. NO TITLE COMMITMENTS WAS PROVIDED FOR THIS PROPERTY.

3. BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST-WEST CENTERLINE OF THE WEST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH P.M., BEING N88°58'53"E USING THE COLORADO STATE PLANE COORDINATES - CENTRAL ZONE, AS MONUMENTED ON THE WEST BY A FOUND ILLEGIBLE 2.0" ALUMINUM CAP, ACCEPTED AS THE WEST 1/4 CORNER OF SECTION 6, PER MONUMENT RECORD BY PLS 12405 DATED 8/16/00, AND AS MONUMENTED ON THE EAST BY A FOUND 2.5" ALUMINUM CAP PLS 5112, ACCEPTED AS THE CENTER CORNER OF SECTION 6, PER MONUMENT RECORD BY PLS 5112, DATED 6/11/97.

SURVEYOR'S CERTIFICATE:

I, DOUGLAS H. ORT III, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY CERTIFY THAT IN JUNE 2020, A ANNEXATION MAP WAS MADE UNDER MY SUPERVISION, IN ACCORDANCE WITH THE STANDARD OF CARE FOR THE STATE OF COLORADO, AND THAT THIS ANNEXATION MAP AND ALL NOTES SHOWN HEREON IS AN ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY THIS SURVEY. ENCROACHMENTS, EASEMENTS, RIGHTS OF WAY OR PASSAGEWAYS ACROSS SAID PROPERTY THAT ARE IN EVIDENCE OR KNOWN TO ME, ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY, AND THE INFORMATION SHOWN HEREON ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973, 31-12-104-(1)(A) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

CONTIGUITY STATEMENT:

- TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION=4222.59'
- ONE-SIXTH OF TOTAL PERIMETER OF AREA=703.76'
- PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS=2093.19'
- THE TOTAL CONTIGUOUS PERIMETER IS 49.6%, WHICH EXCEEDS THE 1/6 AREA REQUIRED

DOUGLAS H. ORT III, PLS 37066  
LICENSED COLORADO LAND SURVEYOR  
FOR AND ON BEHALF OF WILSON & COMPANY



APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MAYOR \_\_\_\_\_ ATTEST: \_\_\_\_\_  
CITY CLERK

ORDINANCE NUMBER(S) \_\_\_\_\_

CLERK AND RECORDER:

RECEPTION NUMBER \_\_\_\_\_

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN COLORADO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK

BY: \_\_\_\_\_ JEFFERSON COUNTY CLERK AND RECORDER  
DEPUTY CLERK

- LEGEND**
- OPC = ORANGE PLASTIC CAP
  - PPC = PURPLE PLASTIC CAP
  - YPC = YELLOW PLASTIC CAP
  - N&W = NAIL & WASHER
  - FND = FOUND
  - ALUM = ALUMINUM
  - ILLEG = ILLEGIBLE
  - R.O.W. = RIGHT OF WAY
  - = BOUNDARY LINE
  - - - - - = EASEMENT LINE
  - ===== = LOT LINE
  - ===== = SECTION LINE
  - ===== = ROAD CENTERLINE
  - ===== = LIMITS OF ANNEXATION

|     |                      |     |          |      |                                            |                                                                                                                        |
|-----|----------------------|-----|----------|------|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
|     |                      |     |          |      | SHT. NO.<br>1 OF 1                         | <b>WILSON &amp; COMPANY</b><br>1675 Broadway Suite 200<br>Denver, CO 80202<br>Phone: 303-297-2976<br>Fax: 303-297-2693 |
|     |                      |     |          |      | SCALE<br>1"=125'                           |                                                                                                                        |
|     |                      |     |          |      | DWN. BY: TJB<br>CHK. BY:<br>DATE: 6-2-2020 |                                                                                                                        |
| 02  | CITY COMMENTS        | DHO | 01/22/21 |      |                                            | MAPLE VALLEY ANNEXATION TO<br>THE CITY OF ARVADA                                                                       |
| 01  | CITY COMMENTS        | DHO | 12/08/20 |      |                                            |                                                                                                                        |
| NO. | REVISION-DESCRIPTION | BY  | DATE     | CHKD | APP'D                                      | COUNTY OF JEFFERSON<br>STATE OF COLORADO                                                                               |
|     |                      |     |          |      |                                            |                                                                                                                        |

20-300-075

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

**Maple Valley Park Annexation**  
**Annexation/Rezoning**  
**DA2020-0118**

**NATURE OF REQUEST**

Scannell Properties for the City of Arvada is requesting approval of an annexation and rezoning application for Maple Valley Park. The annexation consists of approximately 12.33 acres of which 12 acres is Maple Valley Park and the remaining .39 acres is right-of-way for Indiana Street. The property is zoned Jefferson County A-2 (Agricultural) and the requested rezoning is OS (Open Space).

**LOCATION AND HISTORY**

The subject property is located at approximately 6900 Indiana Street and is currently utilized and operating as a City owned park and serves as part of the Ralston Creek Trail. The subject property is located just north of the Indiana Street and W. 68<sup>th</sup> Avenue intersection. This property was deeded from Jefferson County to the City of Arvada to be used exclusively for public open space, park and recreational purposes. If the City of Arvada, its successors or assigns, should use the property for any purpose other than public open space, park and recreational purposes, the property shall revert to Jefferson County and the deed shall be null and void.





## **NEIGHBORHOOD MEETING**

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

The required neighborhood meeting for this project took place on November 18th, 2020 in conjunction Project Indiana (DA2020-0117). Due to the COVID-19 pandemic, a virtual neighborhood meeting was held. The applicant and staff were in attendance as well as 35 neighbors. Questions regarding plans for the park and ensuring that the park would not be developed on were discussed. Concerns regarding potential negative impacts to the park from the development of the Project Indiana site were also raised.

A second virtual neighborhood meeting was held on March 11<sup>th</sup>, 2021 also in conjunction with Project Indiana to address additional neighbor concerns that arose during the review cycle.

Approximately 300 residents were in attendance at the meeting. The applicant along with the eventual end user of the building for Project Indiana, Amazon, gave a presentation regarding that project. This neighborhood meeting included a discussion regarding the annexation and rezoning for Maple Valley Park and clarification to the public that no development would happen on the park site.

Several representatives from the Protect Maple Valley Park Committee were then allowed to present their concerns. Various issues related to protecting the park from development, ensuring that native animal species that live in the park are protected, and preserving and

enhancing the park for active uses for nearby residents were presented. The Committee also discussed the findings of the Maple Valley Park Ecological Assessment which was completed by the Colorado Natural Heritage Program and the Warner College of Natural Resources and is attached in the packet.

Attendees were able to submit questions and expressed concerns related to the planned land-use of the site, the Comprehensive Plan, zoning, and the development review process. Other questions and concerns related to drainage, stormwater, and the Ralston Creek floodplain were also discussed.

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

### **PUBLIC NOTIFICATION**

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

### **SEVERED MINERAL RIGHTS**

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

### **DEVELOPMENT REVIEW TIMELINE**

The application was accepted by the City for review on October 26, 2020. The standard review timeline allows for three reviews within a 20 week timeframe to reach a Planning Commission public hearing. This application required three reviews. Because an optional second neighborhood meeting was held prior to the Planning Commission hearing, the case is being heard over 25 weeks from the acceptance of the application.

## ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

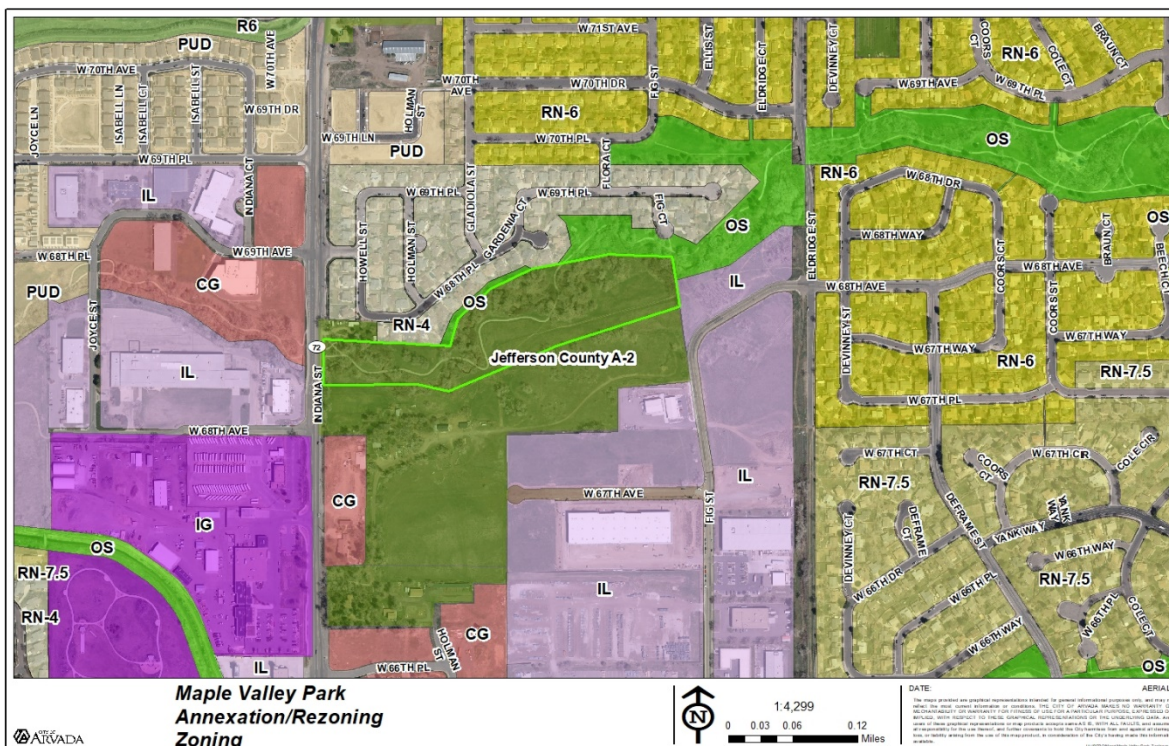
This project aligns with the Community and Economic Development strategic goals.

## ZONING AND LAND USE

The subject property is currently zoned Jefferson County A-2 and is approximately 12.33 acres in size.

Surrounding properties are zoned and utilized as follows:

| Direction                 | Zoning                                                                     | Actual Use                                                                             |
|---------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| North                     | RN-4 (Residential Neighborhood)<br>OS (Open Space)<br>Jefferson County A-2 | Single-Family Neighborhood<br>Portion of Annex Maple Valley Park<br>Single-Family Home |
| South                     | Jefferson County A-2                                                       | Single-Family Home/Agricultural                                                        |
| East                      | IL (Industrial, Light)<br>OS                                               | Undeveloped Land<br>Shadow Mountain Park/Ralston Creek Trail                           |
| West (across Indiana St.) | IL                                                                         | Manufacturing/Warehouse/Distribution                                                   |



The applicant is requesting to rezone the property to OS (Open Space). The intent of the OS zoning district is to provide for public parks, open space, nature preserves, recreation facilities, golf courses, greenbelts, cemeteries, waterways, trails, protected floodplains, and fields.



## **PROJECT ANALYSIS**

### **Annexation**

The City desires to annex the park into the City in order to retain complete jurisdictional control over the property. Currently the park is owned by the City, however, Jefferson County maintains zoning and other regulatory controls because it is in unincorporated Jefferson County.

Annexation into the City requires conformance with the contiguity requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the property perimeter to be contiguous with the City of Arvada. The northern and western property boundaries share a boundary with the City of Arvada and meets this requirement.

### **Compliance with the Comprehensive Plan**

The property is shown on the Comprehensive Plan Land Use map as Open Space and Parks. The Land Use Plan designates these areas in the city for use as public and private open space, public and private parks, outdoor sport complexes, and golf courses.

The following goals and policies within the plan are supported by this application:

Goal L-2: Plan for a balanced mix of commercial and residential land uses in Arvada.

#### **Policy L-2.2: Allow Appropriate Expansion of City Boundaries**

The City will consider the annexation of land that includes land uses that are consistent with the Comprehensive Plan goals, the long-term needs of the community and the City's service capacity.

Goal CC-3: Identify places and assets that are unique and important to the community and work to preserve them.

#### **Policy CC-3.3: Transitions for Stable Rural Development**

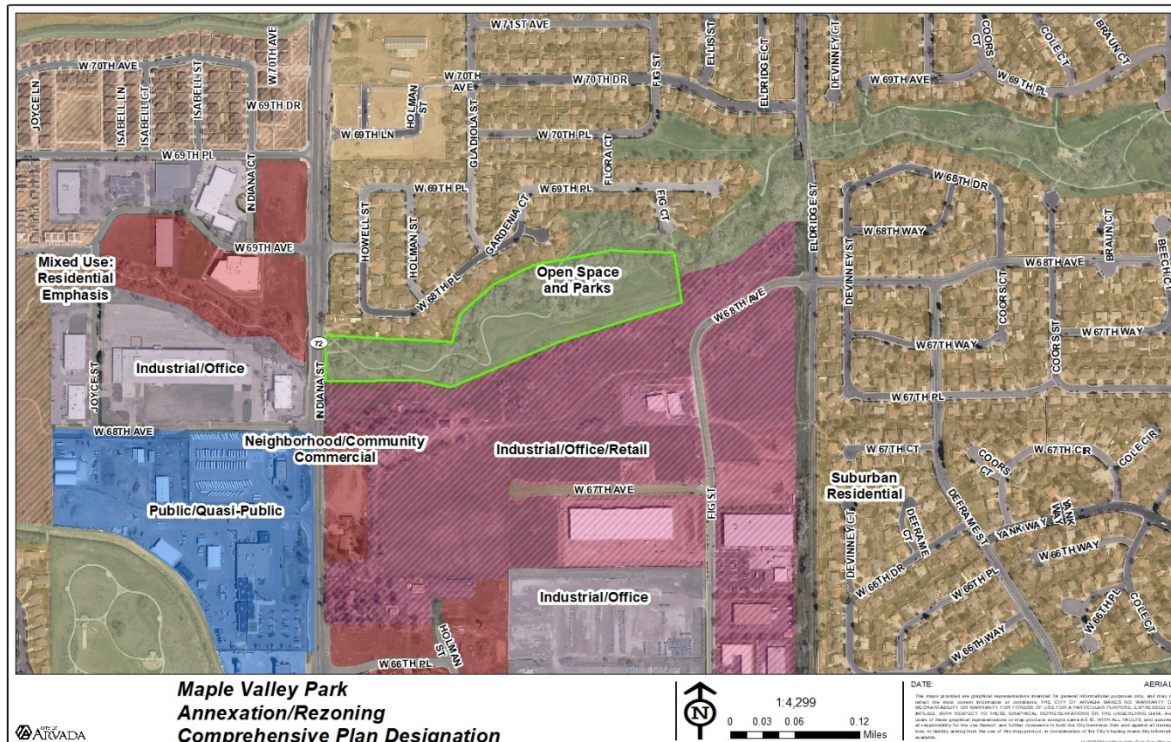
The City will preserve the integrity and character of stable rural development by requiring new developments to comply with the following principles:

- Place open space, trails, riparian and wildlife corridors, view corridors, wetlands, or landscaped buffers between developments
- Incorporate rural design elements in new developments (e.g., fencing, lighting, natural landscaping that are consistent);
- Use major arterials or collector streets as boundaries between development; and
- Use physical landscape features, existing vegetation as transitions.

Goal P-3: Conserve and maintain important open space lands in and around Arvada to help define the character of the community.

The application addresses these policies by incorporating land within an enclave into the city and zoning it to the OS zoning district which most appropriately implements the intent of the Open Space and Parks designation of the Comprehensive Plan. The OS zoning district will

apply the most regulatory protection out of all of the zone districts and will help to ensure that the park is preserved and protected from development in the future. The park, in its current location, acts as a transitional boundary between existing single-family neighborhoods and industrial/commercial sites to the south and offers Arvada residents and visitors outdoor and recreational opportunities.



## Compliance with Other Applicable Plans

## Parks, Trails, and Open Space Master Plan:

Maple Valley Park is identified in the plan as a Neighborhood Park within the various park typologies. Neighborhood parks are defined as: a park intended to provide recreation and leisure opportunities within walking distance of the individual neighborhoods they are intended to serve. Should serve as a common area for neighbors of all ages to gather, socialize, and play. Typically includes multipurpose areas for court games, multipurpose playfield, play equipment, accessible trails, and shaded areas for gathering. In most cases, programmed sports should be limited to practices.

The plan identifies the Ralston Creek trail as a regional trail. Identified as the most continuous trail in Arvada, the trail follows the Ralston Creek from its confluence with Clear Creek near Sheridan Boulevard and meandering west to State Highway 93.

The proposal is supported by the plan and rezoning the park to OS which will allow the City to continue to preserve this neighborhood park and regional trail. No gaps exist within the trail network at this location and as such no improvements are proposed.

### **Parks, Wildlife, and Open Space**

Ralston Creek Trail has been serving nearby communities and linking several other City parks and open spaces adjacent to the trail. Via the Ralston Creek Trail, Maple Valley Park is linked to numerous other parks and open space, including Shadow Mountain Park, Ralston Valley Park, Gibbs West Community Park, Ralston Creek Trail & Open Space, Danny Kendricks Park, Davis Lane Park, Ralston Cove Park, Ralston Central Park, Hoskinson Park, Memorial Park, and terminating at Gold Strike Park, at the confluence of Clear Creek and Ralston Creek. Maple Valley Park is linked to the west to additional City amenities, including West Woods Golf Course, Birds Nest Disc Golf Course, and Long Lake Regional Park as it terminates into Arvada Blunn Reservoir.

Along with the diversity and breadth of uses within those parks and open spaces identified prior, there exists a diversity of flora and fauna that the City is committed to protecting, in alignment with our commitment to expanding and improving existing parks. City open space, trails, and parks are influenced by the development patterns of both suburban and urban growth, and the Maple Valley Park neighborhood is an area identified in Arvada's Parks, Open Space and Trails Master Plan as an area that may need additional access to neighborhood parks. As has been identified, there is an opportunity for the adjacent community and the City to establish a collaborative vision for Maple Valley Park that accounts for existing amenities, in parallel to providing ecosystem services aligned with stormwater treatment, streambank restoration, and recreational uses such as natural play.

### **Circulation and Connectivity**

No vehicular connectivity is present nor is it proposed to be built. The Ralston Creek Trail meanders from west to east along the Ralston Creek and provides through connectivity for walkers, bikers, and runners.

### **Grading and Drainage**

No changes to grading or drainage are currently proposed.

The City is working with Mile High Flood District (MHFD, previously Urban Drainage and Flood Control District) on the design of stream improvements within Maple Valley Park. The project is called the Ralston Creek Channel Stabilization project and it extends from Eldridge Street to Indiana Street. The City plans to begin constructing this project in the Fall of 2022 (if funding is available).

Ralston Creek's channel is severely incised and bank erosion is evident throughout this reach. At some locations, the creek has been threatening to undermine the adjacent trail. Small maintenance projects have been conducted to help protect those areas but a more robust stabilization effort is necessary to improve the stream and protect the trail system. The proposed improvements will consist of channel grading that provides bank stabilization and channel invert control, vegetation/tree management, and bioengineering erosion protection. This project will help restore a healthy stream corridor and protect the outdoor amenity of Maple Valley Park and Arvada's amazing trail system

### **Parking and Loading**

No parking is provided on the park and none is proposed.

### **Police and Fire Protection**

Arvada Police and Fire are able to serve the property.

### **LAND DEVELOPMENT CODE APPROVAL CRITERIA**

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

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

| <b>Div. 8-3-3 Annexation and Disconnection Approval Criteria</b>                                                                                                                                                | <b>Finding</b> | <b>Rationale</b>                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.                                                                   | Complies       | The property is included within the Arvada Comprehensive Plan and the City has the ability to service it. The City currently owns the property and it is in the best interest of the City to have it within the jurisdictional boundary of Arvada. |
| 2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.                                                  | Complies       | The property is a City-owned and maintained park and is used by Arvada residents and visitors.                                                                                                                                                     |
| 3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services. | Complies       | The City has capacity to serve these two lots. No development is proposed.                                                                                                                                                                         |

| <b>Div. 8-3-4 Zoning and Rezoning Approval Criteria</b>                                                                                                                                                                     | <b>Finding</b> | <b>Rationale</b>                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan. | Complies       | The rezoning request to OS is consistent with the Comprehensive Plan and intent of the Open Space and Parks designation in the Land Use Plan. |
| 2. The intended land use is consistent with the stated intent of the proposed zoning district.                                                                                                                              | Complies       | The use of the property as park and open space is consistent with the OS zoning district.                                                     |

|                                                                                                                                                                                                                                                                                                                 |          |                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------|
| 3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development. | Complies | Facilities and services necessary to serve the property are available.                                   |
| 4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.                                           | Complies | The intended land use (park and open space) will not have any significant adverse impacts.               |
| 5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.                                             | Complies | The rezoning request is consistent with the character of the existing neighborhood and surrounding area. |

### **STAFF RECOMMENDATION**

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

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



## **Neighborhood Meeting Summary**

**Meeting #1: November 18, 2020**



### **MEMORANDUM**

To: Jeremiah Bebo, City of Arvada  
From: Stephen Litsas, PE  
Kimley-Horn and Associates, Inc.  
Date: November 18, 2020  
Subject: Project Indiana Annexation – Neighborhood Meeting Summary

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A neighborhood meeting was held on November 18, 2020 at 6 pm, to discuss the annexation submission with the public. This annexation meeting included two annexations within the same discussion: DA2020-0117 (Project Indiana) and DA2020-0118 (Maple Valley Park). Due to the on-going COVID situation, this meeting was held via Microsoft Teams. Members of the public were provided a link to log in prior to the meeting and were able to ask questions via the platform. No known technical issues were reported by any of the attendees.

A link to the full recording of the meeting can be found here:  
<https://web.microsoftstream.com/video/786024da-00fd-406d-8967-ac2d0b5c5da9>

The meeting first discussed the annexation process for both the Project Site and the Park. It then followed into a high-level proposal of the future site development submission. It was noted that this application was not for the site development; however, to be transparent to the public of the intended annexation this was discussed. The site development discussion included a conceptual site layout, conceptual building elevations, traffic management, and high-level discussions of how the facility would operate.

The following issues were raised by the public:

1. Public: The timing of the extension of Eldridge St.
  - a. City Response: The extension of Eldridge St will occur as future properties along Eldridge St develop.
  - b. Follow-Up: This annexation has no impact on that. No further follow-up was required for this as part of this application.
2. Public: Questions related to traffic, including volume and timing.
  - a. Applicant Response: It was clarified that a majority of van traffic would be directed towards Indiana St, with most entering Indiana St at 68<sup>th</sup> Ave and most trucks entering Indiana St at 66<sup>th</sup> Ave. It was discussed that the facility operates 24 hours a day, with truck traffic occurring during the nighttime, and van traffic happening during the daytime.

- b. Follow-Up: This response was accepted by the members of the public, and the traffic pattern could not otherwise be altered.
- 3. Public: Concerns with the parking lot being too bright for residences or impacting wildlife in the Park.
  - a. Applicant Response: The lighting level in the parking lot is designed to a "safe level" using the City's standard, not as bright as a standard retail parking lot. In addition, the site will use cutoff lenses that allow light to be controlled to only fall on the site.
  - b. Follow-Up: The Applicant will provide a photometric analysis as part of the Site Plan application that shows lighting levels do not spill onto the neighboring residential properties.
- 4. Public: Concerns that the floodplain for Ralston Creek will be negatively impacted.
  - a. Applicant Response: The site is intentionally staying out of the floodplain, and there will be no impacts to the floodplain.
  - b. Follow-Up: This response was considered adequate by the questioner, and no follow-up is required.
- 5. Public: Concerns on wildlife impacts, and if there have been studies done on the wildlife in the park. Including the noise as it impacts the wildlife.
  - a. Applicant Response: An environment due diligence was undertaken for the site, including a critical species, and it came back with no concerns. In terms of noise, the building was put as far south as possible on the site, and the trucks were concentrated in the existing industrial parts of the site. The parking lot adjacent to the Park operates like a standard parking lot, and the noise should be minimal.
  - b. Follow-Up: The environmental study was submitted as part of the annexation and is public. No further follow-up required by the applicant as part of the annexation.
- 6. Public: Concerns on the amount of parking:
  - a. Applicant Response: It is for the function of the facility, to park the fleet of vans.
  - b. Follow-Up: This amount of parking is critical for the operation of the facility, and cannot be altered.
- 7. Public: Concerns with stormwater drainage / runoff negatively impacting Maple Valley Park
  - a. Applicant Response: The facility will include detention and stormwater quality treatment measures in accordance with City of Arvada standards. This will clean pollutants out of the water prior to it discharging to Maple Valley Park.
  - b. Follow-Up: This was accepted by the questioner.

Staff Report  
Page 3

Meeting #2: March 11, 2021  
*Provided in the packet*



## REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM  
8.C.2.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: CB21-017 An Ordinance Rezoning Certain Land Within the City of Arvada, Maple Valley Park, from Jefferson County A-2 (Agricultural) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 6900 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

### **Report in Brief**

Scannell Properties for the City of Arvada is requesting approval of an annexation and rezoning application for Maple Valley Park. The annexation consists of approximately 12.33 acres of which 12 acres is Maple Valley Park and the remaining .39 acres is right-of-way for Indiana Street. The property is zoned Jefferson County A-2 (Agricultural) and the requested rezoning is OS (Open Space).

The Arvada team recommends that the City Council approve the first reading of the Ordinance Rezoning Certain Land Within the City of Arvada, Maple Valley Park, from Jefferson County A-2 (Agricultural) to City of Arvada OS (Open Space) and amending the Official Zoning Maps of the City of Arvada, Colorado approximately located at 6900 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

### **Financial Impact**

There will be no financial impact.

### **Background**

The subject property is located at approximately 6900 Indiana Street and is currently utilized and operating as a City owned park and serves as part of the Ralston Creek Trail. The subject property is located just north of the Indiana Street and W. 68th Avenue intersection. This property was deeded from Jefferson County to the City of Arvada to be used exclusively for public open space, park and recreational purposes. If the City of Arvada, its successors or assigns, should use the property for any purpose other than public open space, park and recreational purposes, the property shall revert to Jefferson County and the deed shall be null and void.

### **Discussion**

Scannell Properties for the City of Arvada is requesting approval of an annexation and rezoning application for Maple Valley Park. The annexation consists of approximately 12.33 acres of which 12 acres is Maple Valley Park and the remaining .39 acres is right-of-way for Indiana Street. The property is zoned Jefferson County A-2 (Agricultural) and the requested rezoning is OS (Open Space). The following information summarizes the Community and Economic Development team's analysis of the proposed annexation:

| Div. 8-3-3 Annexation and Disconnection Approval Criteria       | Finding  | Rationale                                                                                                                         |
|-----------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------|
| 1. The annexation is in accord with the Comprehensive Plan and  | Complies | The property is included within the Arvada Comprehensive Plan and the City has the ability to service it. The City currently owns |
| the best interests of the City would be served by annexation of |          |                                                                                                                                   |
| such property.                                                  |          |                                                                                                                                   |

**SUBJECT:** CB21-017 An Ordinance Rezoning Certain Land Within the City of Arvada, Maple Valley Park, from Jefferson County A-2 (Agricultural) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 6900 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

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**ITEM:** 8.C.2.

|                                                                                                                                                                                                                 |          |                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.                                                  | Complies | the property and it is in the best interest of the City to have it within the jurisdictional boundary of Arvada.<br>The property is a City-owned and maintained park and is used by Arvada residents and visitors. |
| 3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services. | Complies | The City has capacity to serve these two lots. No development is proposed.                                                                                                                                         |

| <b>Div. 8-3-4 Zoning and Rezoning Approval Criteria</b>                                                                                                                                                                                                                                                         | <b>Finding</b> | <b>Rationale</b>                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.                                                                                     | Complies       | The rezoning request to OS is consistent with the Comprehensive Plan and intent of the Open Space and Parks designation in the Land Use Plan. |
| 2. The intended land use is consistent with the stated intent of the proposed zoning district.                                                                                                                                                                                                                  | Complies       | The use of the property as park and open space is consistent with the OS zoning district.                                                     |
| 3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development. | Complies       | Facilities and services necessary to serve the property are available.                                                                        |
| 4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.                                           | Complies       | The intended land use (park and open space) will not have any significant adverse impacts.                                                    |
| 5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.                                             | Complies       | The rezoning request is consistent with the character of the existing neighborhood and surrounding area.                                      |

## **Public Contact**

The required neighborhood meeting for this project took place on November 18, 2020. Due to the COVID-19 pandemic, a virtual neighborhood meeting was held. The applicant and staff were in attendance as well as 35 neighbors.

A second virtual neighborhood meeting was held on March 11, 2021. Approximately 300 residents were in attendance at the meeting.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

## **Commission Recommendation**



**SUBJECT:** CB21-017 An Ordinance Rezoning Certain Land Within the City of Arvada, Maple Valley Park, from Jefferson County A-2 (Agricultural) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 6900 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

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**ITEM:** 8.C.2.

The Planning Commission voted 5 to 1 (1 absent) to recommend approval to the City Council.

### **Strategic Alignment**

This project aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan.

### **Alternative Courses of Action**

NA

### **Recommendation for Action**

The Arvada team recommends that the City Council approve the first reading of the Ordinance Rezoning Certain Land Within the City of Arvada, Maple Valley Park, from Jefferson County A-2 (Agricultural) to City of Arvada OS (Open Space) and amending the Official Zoning Maps of the City of Arvada, Colorado approximately located at 6900 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

### **Suggested Motion:**

I move that CB21-017, An Ordinance Rezoning Certain Land Within the City of Arvada, Maple Valley Park, from Jefferson County A-2 (Agricultural) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Approximately Located at 6900 Indiana Street, be (approved on first reading, ordered published in full and a Public Hearing date be set for June 14, 2021 at 6:15 p.m.) (rejected).

Prepared by:  
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| Jeremiah Bebo, Planner II                                       | 4/27/2021 |
| Robert Smetana, Manager of City Planning and Development        | 4/29/2021 |
| Ryan Stachelski, Director of Community and Economic Development | 4/29/2021 |
| Gail Walker, Legal Specialist-Contracts                         | 4/29/2021 |
| Emily Grogg, Senior Assistant City Attorney                     | 4/29/2021 |
| Rachel Morris, City Attorney                                    | 5/5/2021  |
| Lorie Gillis, Deputy City Manager                               | 5/5/2021  |
| Mark Deven, City Manager                                        | 5/5/2021  |

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 21-017  
ORDINANCE NO.

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, MAPLE VALLEY PARK, FROM JEFFERSON COUNTY A-2 (AGRICULTURAL) TO CITY OF ARVADA OS (OPEN SPACE) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, APPROXIMATELY LOCATED AT 6900 INDIANA STREET

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

Section 1. The following described property is hereby rezoned from Jefferson County A-2 (Agricultural) to City of Arvada OS (Open Space).

A PARCEL OF LAND DESCRIBED ON THE ATTACHED EXHIBIT A.

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

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of May, 2021.

PASSED, ADOPTED, AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

Publication Dates: May 20, 2021  
\_\_\_\_\_

## MAPLE VALLEY PARK ANNEXATION LAND DESCRIPTION

A TRACT OR PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, JEFFERSON COUNTY, STATE OF COLORADO, BEING ALL OF THOSE PARCELS OF LAND DESCRIBED BY DEED RECORDED WITH THE JEFFERSON COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 93004477 AND A PORTION THE RIGHT-OF-WAY IN INDIANA AVENUE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY MOST CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, AS RECORDED WITH THE CLERK AND RECORDER OF JEFFERSON COUNTY, COLORADO, WHENCE THE CENTER OF SAID SECTION 6 BEARS S46°18'37"E, 852.84 FEET;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, S72°13'57"W, 609.63 FEET;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, S67°31'37"W, 590.00 FEET;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, N78°41'24"W, 161.57 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017119140;

THENCE ALONG THE A NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017119140, N89°59'16"W, 477.98 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6;

THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, N00°02'36"W, 220.09 FEET;

THENCE ALONG A SOUTHERLY LINE OF MAPLE VALLEY SUBDIVISION FILING NO. 1, AMENDED, RECEPTION NUMBER 86025891, FOR THE NEXT SEVEN (7) COURSES:

1. S87°13'39"E, 646.65 FEET;
2. N16°03'41"E, 138.57 FEET;
3. N48°02'25"E, 219.93 FEET;
4. N64°04'33"E, 225.23 FEET;
5. N79°51'27"E, 384.59 FEET;
6. S88°27'45"E, 298.02 FEET



7. S87°55'45"E, 0.44 FEET TO THE NORTHWESTERLY CORNER OF PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE, RECEPTION NUMBER 81024687;

THENCE ALONG A WESTERLY LINE OF SAID PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE,, RECEPTION NUMBER 8102468, S08°03'46"E, 249.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 537,034 SQUARE FEET OR 12.329 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST-WEST CENTER LINE OF THE WEST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH P.M., BEING N88°58'53"E USING THE COLORADO STATE PLANE COORDINATES - CENTRAL ZONE, AS MONUMENTED AT THE WEST 1/4 CORNER OF SECTION 6, FOUND ILLEGIBLE 2.0" ALUMINUM CAP, PER MONUMENT RECORD BY PLS 12405 DATED 8/16/00, AND AS MONUMENTED AT THE CENTER 1/4 CORNER OF SECTION 6, BY A FOUND 2.5" ALUMINUM CAP PLS 5112, PER MONUMENT RECORD BY PLS 5112, DATED 6/11/97.

PREPARED UNDER THE SUPERVISION OF:  
DOUGLAS H. ORT III, PLS 37066  
(303) 501-1221  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202







## **REPORT TO CITY COUNCIL ORDINANCE FIRST READING**

**AGENDA ITEM  
8.C.3.**

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: CB21-018 An Ordinance Annexing Certain Land Into the City of Arvada, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street in the County of Jefferson and State of Colorado, (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

### **Report in Brief**

Scannell Properties, LLC., is requesting approval of an annexation and rezoning application of approximately 24.93 acres of land and a rezoning of approximately 5.36 acres of land already within the limits of the City in order to develop an approximately 112,000 square-foot warehouse fulfillment and distribution center to be leased and operated by Amazon, Inc. The overall project involves the assembly of twelve parcels of land and a portion of land from the property located at 6720 Indiana. Four lots (Lot 1A-4A of the Parkway Center Filing No.6 subdivision) are located along W. 67th Avenue west of Fig Street, are zoned IL (Industrial, Light) and are not part of the annexation and rezoning request.

All of the land proposed to be annexed is currently zoned Jefferson County A-2 (Agricultural), is proposed to be rezoned to City of Arvada IL (Industrial, Light) and has a Comprehensive Plan Future Land Use map designation of Industrial/Office/Retail. Five parcels within the City are proposed to be rezoned from CG (Commercial, General) to IL, and have a Comprehensive Plan Future Land Use map designation of Neighborhood/Community Commercial.

The applicant proposes to construct the building and lease it as a warehouse fulfillment and distribution center for packages and deliveries ordered by customers and delivered via a van-fleet. The center would operate 24 hours per day, seven days per week, and would employ up to 460 workers annually and up to 1,000 seasonally. The operation of the site would include up to 42 semi-truck deliveries per day. A portion of the western footprint of the building would be used for office uses and for customer package drop offs and pick-ups and customer service. The rest of the building would be used by workers who would facilitate the organization and packaging of products. On the north side of the building where a canopy and drive is located, packages would then be loaded into various delivery vans and the vans would egress from the site delivering packages to the customers.

The Planning Commission voted 5 to 1 (1 absent) in favor to recommend approval to City Council during the public hearing on April 20, 2021.

The Arvada team recommends approval of CB21-018, An Ordinance Annexing Certain Land Into the City of Arvada, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street in the County of Jefferson and the State of Colorado, be approved on first reading, ordered published in full and a Public Hearing set for June 14, 2021 at 6:15 p.m.

### **Financial Impact**

There will be no financial impact.

### **Background**

The property proposed to be annexed into the City is comprised of three parcels located at 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a portion of 6720 Indiana Street. Each of these properties currently contain a single-family

**SUBJECT:** CB21-018 An Ordinance Annexing Certain Land Into the City of Arvada, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street in the County of Jefferson and State of Colorado, (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

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home and associated accessory buildings, outbuildings, barns, and other structures generally used for agricultural purposes.

Two properties located at 14785 W. 66th Place and 14725 W. 66th Place are within the jurisdictional boundary of the City of Arvada and are currently zoned CG (Commercial, General). These properties (Lots 9 and 10 of the Indiana Business Center subdivision) were annexed into the City in 1980 with the Roske Rose Alderfer Annexation and platted in 1983. These two lots are currently undeveloped. One property containing three parcels located at 6730 Indiana Street was annexed into the City in 1979 with the Binder Annexation and has not been platted. This property is also zoned CG. Currently this property contains one single-family home and associated accessory buildings.

### **Discussion**

Scannell Properties for the City of Arvada is requesting approval of an annexation and rezoning application for Project Indiana. The annexation consists of approximately 24.93 acres. The property is zoned Jefferson County A-2 (Agricultural) and the requested rezoning is IL (Industrial, Light). The following information summarizes the Community and Economic Development team's analysis of the approval criteria:

| <b>Div. 8-3-3 Annexation and Disconnection Approval Criteria</b>                                                                                                                                                | <b>Finding</b> | <b>Rationale</b>                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.                                                                   | Complies       | The annexation is in accord with the Comprehensive Plan. The Comprehensive Plan Future Land Use map designation for the area proposed to be annexed is Industrial/Office/Retail. The proposal aligns with that designation. |
| 2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.                                                  | Complies       | The property is an enclave surrounded by the City and can be integrated into the City and developed in compliance with all provisions of the LDC and other City codes.                                                      |
| 3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services. | Complies       | Existing utilities are available in and around the site and the City has capacity to service it.                                                                                                                            |

| <b>Div. 8-3-4 Zoning and Rezoning Approval Criteria</b>                                                                                                                                                                     | <b>Finding</b> | <b>Rationale</b>                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan. | Complies       | The Comprehensive Plan Future Land Use map designation for the area proposed to be annexed is Industrial/Office/Retail. The proposed rezoning to IL (Industrial, Light) aligns with that designation and is intended to implement this designation in the Comprehensive Plan. The five parcels proposed to be rezoned from CG (Commercial General) to IL is also consistent. |
| 2. The intended land use is consistent with the stated intent of the proposed zoning district.                                                                                                                              | Complies       | The proposed warehouse and distribution center, use which is defined in the LDC as Light Industry, is consistent with the intent of the IL zone district.                                                                                                                                                                                                                    |

**SUBJECT:** CB21-018 An Ordinance Annexing Certain Land Into the City of Arvada, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street in the County of Jefferson and State of Colorado, (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

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|                                                                                                                                                                                                                                                                                                                 |          |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development. | Complies | Facilities and services are available to service the development and will be built out with the construction of the site.                                                                                                                                                                                                                                                                                         |
| 4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.                                           | Complies | The intended land use will not result in significant adverse impacts. Efforts to mitigate negative traffic, lighting, noise, and visual impacts will be reviewed with the Site Plan application. A buffer will be required along the northern boundary which will add a wall and large trees to reduce noise and lighting impacts. Additional mitigation efforts will be dealt with in the Site Plan application. |
| 5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.                                             | Complies | The rezoning is consistent with the character of the existing neighborhood to the west, east, and south which are zoned as either IL or IG (Industrial, General) and contain industrial uses. The northern boundary will be buffered in order to mitigate negative impacts to the park.                                                                                                                           |

### **Public Contact**

The required neighborhood meeting for this project took place on November 18, 2020 and in conjunction with the Maple Valley Park annexation case. Due to the COVID-19 pandemic, a virtual neighborhood meeting was held. The applicant and staff were in attendance as well as 35 neighbors.

A second virtual neighborhood meeting was held on March 11th, 2021 also in conjunction with Maple Valley Park annexation. Approximately 300 residents were in attendance at the meeting.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

### **Commission Recommendation**

The Planning Commission voted 5 to 1 (1 absent) to recommend approval to the City Council.

### **Strategic Alignment**

This project aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan. Specifically, the recommended action supports the following Principle:

*Uses the Comprehensive Plan to guide planning, land use code decisions, development management, and informational and resource services that are delivered to residents, businesses, the development community, decision-making bodies, and*

**SUBJECT:** CB21-018 An Ordinance Annexing Certain Land Into the City of Arvada, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street in the County of Jefferson and State of Colorado, (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

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*neighborhood partners to achieve a well planned, aligned, sustainable, and livable community for current and future generations.*

### **Alternative Courses of Action**

NA

### **Recommendation for Action**

The Arvada team recommends approval of CB21-018, An Ordinance Annexing Certain Land Into the City of Arvada, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street in the County of Jefferson and the State of Colorado, be approved on first reading, ordered published in full and a Public Hearing set for June 14, 2021 at 6:15 p.m.

### **Suggested Motion:**

I move that CB21-018, An Ordinance Annexing Certain Land Into the City of Arvada, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street in the County of Jefferson and State of Colorado, be (approved on first reading, ordered published in full and a Public Hearing date be set for June 14, 2021 at 6:15 p.m.)(rejected).

Prepared by:  
Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| Josie Suk, Development Systems and Administrative Manager       | 4/27/2021 |
| Jeremiah Bebo, Planner II                                       | 4/27/2021 |
| Robert Smetana, Manager of City Planning and Development        | 4/29/2021 |
| Ryan Stachelski, Director of Community and Economic Development | 4/29/2021 |
| Gail Walker, Legal Specialist-Contracts                         | 4/29/2021 |
| Emily Grogg, Senior Assistant City Attorney                     | 4/29/2021 |
| Rachel Morris, City Attorney                                    | 5/5/2021  |
| Lorie Gillis, Deputy City Manager                               | 5/5/2021  |
| Mark Deven, City Manager                                        | 5/5/2021  |

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 21-018  
ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA,  
6700 INDIANA STREET, 6702 INDIANA STREET, 6710 INDIANA STREET, AND A  
PORTION OF 6720 INDIANA STREET IN THE COUNTY OF JEFFERSON AND  
STATE OF COLORADO

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the annexation map for certain real property more fully described in said map finds as follows:

1. That a petition for annexation, together with four copies of the annexation map as required by law, was filed with the City by the owners of over fifty percent of the area of the territory hereinafter described, exclusive of public streets and alleys, and comprising more than fifty percent of the landowners of the property to be annexed.
2. That the City, by resolution at a properly noticed meeting accepted said petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, and Section 30 of Article II of the Colorado Constitution have been met and further determined that an election was not required under the Act and that no additional terms and conditions were imposed upon said annexation.
3. That the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is therefore eligible for annexation to the City of Arvada.

Section 2. The following described real property, situated in the County of Jefferson, State of Colorado, be and the same hereby is annexed to the City of Arvada, to wit:

A PARCEL OF LAND LOCATED IN:

THE WEST ONE-HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST,  
OF THE 6TH/ PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF  
COLORADO

More particularly described in attached Exhibit A.

Section 3. The Mayor is hereby authorized to execute, the City Clerk to attest, in form approved by the City Attorney, an Annexation Agreement pertaining to the property



owned by the Petitioners.

Section 4. The Clerk of the City shall perform all statutory duties to complete said annexation.

Section 5. This Ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of May. 2021.

PASSED, ADOPTED, AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

Publication Dates: May 20, 2021  
\_\_\_\_\_

**EXHIBIT A**

A TRACT OR PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH/ PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING ALL OF THOSE PARCELS OF LAND DESCRIBED BY DEED RECORDED WITH THE JEFFERSON COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 2017111129, 20147016997, AND 2015126759 AND A PORTION OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2017119140, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY MOST CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, AS RECORDED WITH THE CLERK AND RECORDER OF JEFFERSON COUNTY, COLORADO, WHENCE THE CENTER OF SAID SECTION 6 BEARS S46°18'37"E, 852.84 FEET;

THENCE S08°06'50"E, 368.50 FEET TO THE NORTHEASTERLY CORNER OF LOT 5, BLOCK 5, PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE, RECEPTION NUMBER 81024687;

THENCE S85°17'41"W, 349.19 FEET TO THE NORTHWESTERLY CORNER OF LOT 5, BLOCK 5, PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE, RECEPTION NUMBER 81024687;

THENCE S00°01'19"E, 217.46 FEET TO THE SOUTHWESTERLY CORNER OF LOT 5, BLOCK 5, PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE, RECEPTION NUMBER 81024687;

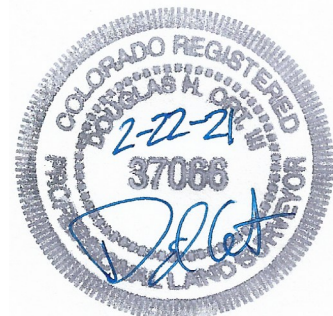
THENCE S88°36'14"W, 549.78 FEET TO THE NORTHWESTERLY CORNER OF LOT 1A, PARKWAY CENTER SUBDIVISION FILING NO. 6, MINOR SUBDIVISION, RECEPTION NUMBER 2019043406;

THENCE S00°01'35"E, 724.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 1, INDIANA BUSINESS CENTER, MINOR SUBDIVISION, RECEPTION NUMBER 83023441;

THENCE N89°35'58"W, 167.53 FEET TO A CORNER OF LOT 1, INDIANA BUSINESS CENTER, RECEPTION NUMBER 83023441;

THENCE S00°03'05"E, 95.39 FEET TO A CORNER OF LOT 1, INDIANA BUSINESS CENTER, RECEPTION NUMBER 83023441;

THENCE N89°36'05"W, 196.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HOLMAN STREET;



THENCE S00°07'46"E, 123.85 FEET TO THE NORTHEASTERLY CORNER OF LOT 10 INDIANA BUSINESS CENTER, RECEPTION NUMBER 83023441;

THENCE N89°35'35"W, 522.06 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2015126759;

THENCE N00°02'58"W, 291.32 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED UNDER RECEPTION NO. 90066231;

THENCE ALONG THE EXTERIOR OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 90066231, N89°57'02"E, 181.00 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, AND A LONG CHORD OF N44°54'24"E, 28.28 FEET;

THENCE NORTHEASTERLY ALONG THE EXTERIOR OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 90066231, A DISTANCE OF 31.42 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00";

THENCE ALONG THE EXTERIOR OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 90066231, N00°05'36"W, 517.89 FEET TO A NORTHWESTERLY CORNER OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2017111129;

THENCE CONTINUE NORTHERLY ALONG THE EXTERIOR OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 90066231, A DISTANCE OF 99.54 FEET TO THE NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 90066231;

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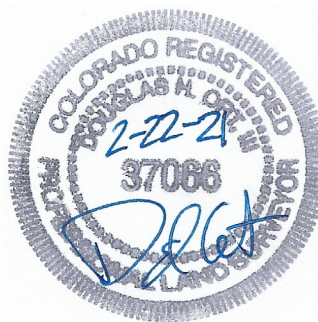
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THENCE SOUTHEASTERLY, A DISTANCE OF 158.51 FEET ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°01'24";

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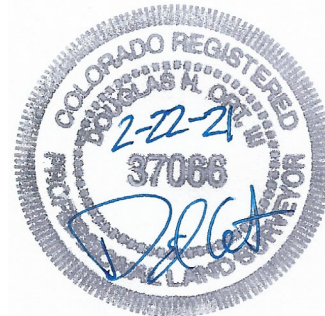
THENCE ALONG THE NORTHERLY LINE OF THE PARCEL DESCRIBED UNDER  
RECEPTION NO. 2017111129, N67°31'37"E, 590.00 FEET;

THENCE ALONG THE NORTHERLY LINE OF THE PARCEL DESCRIBED UNDER  
RECEPTION NO. 2017111129, N72°13'57"E, 609.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,085,635 SQUARE FEET OR 24.923 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST-WEST  
CENTER LINE OF THE WEST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69  
WEST, OF THE 6TH P.M., BEING N88°58'53"E USING THE COLORADO STATE PLANE  
COORDINATES - CENTRAL ZONE, AS MONUMENTED AT THE WEST 1/4 CORNER OF  
SECTION 6, FOUND ILLEGIBLE 2.0" ALUMINUM CAP, PER MONUMENT RECORD BY PLS  
12405 DATED 8/16/00, AND AS MONUMENTED AT THE CENTER 1/4 CORNER OF  
SECTION 6, BY A FOUND 2.5" ALUMINUM CAP PLS 5112, PER MONUMENT RECORD BY  
PLS 5112, DATED 6/11/97.

PREPARED UNDER THE SUPERVISION OF:  
DOUGLAS H. ORT III, PLS 37066  
(303) 501-1221  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202





PROJECT INDIANA ANNEXATION  
TO THE CITY OF ARVADA

LOCATED IN THE WEST 1/2 OF SECTION 6, TOWNSHIP 3 SOUTH,  
RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF JEFFERSON, STATE OF COLORADO

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING ALL OF THOSE PARCELS OF LAND DESCRIBED BY DEED RECORDED WITH THE JEFFERSON COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 2017111129, 20147016997, AND 2015126759 AND A PORTION OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2017119140, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1,085,635 SQUARE FEET OR 24.923 ACRES, MORE OR LESS.



VICINITY MAP  
NOT TO SCALE

GENERAL NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE CERTIFICATION SHOWN HEREON.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WILSON AND COMPANY TO DETERMINE TITLE OR EASEMENTS OF RECORD. RESEARCH FOR THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH CRS 38-51-106 AND THE RULES OF PROCEDURE AND BOARD POLICY STATEMENTS OF THE STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS. SPECIFICALLY THOSE BOARD RULES AND POLICY STATEMENTS RELATING TO THE DEPICTION OF EASEMENTS AND RIGHTS OF WAY ON SUBDIVISION PLATS. THE FOLLOWING TITLE COMMITMENTS WERE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND WERE RELIED UPON FOR ALL INFORMATION REGARDING EASEMENTS OF RECORD, RIGHTS OF WAY, TITLE OF RECORD AND CIVIL COURT ACTIONS OF RECORD.
- COMMITMENT NO. NCS-10055889-5-CH12, DATED 11-30-2020 (DYMOND PROPERTY - 6702 INDIANA STREET)  
COMMITMENT NO. NCS-10055889-1-CH12, DATED 11-30-2020 (NEWSOME PROPERTY - 6710 INDIANA STREET)  
COMMITMENT NO. NCS-10055889-3-CH12, DATED 11-30-2020 (FOSTER PROPERTY - 6700 INDIANA STREET)
3. BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST-WEST CENTERLINE OF THE WEST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH P.M., BEING N88°58'53"E USING THE COLORADO STATE PLANE COORDINATES - CENTRAL ZONE, AS MONUMENTED ON THE WEST BY A FOUND ILLEGIBLE 2.0" ALUMINUM CAP, ACCEPTED AS THE WEST 1/4 CORNER OF SECTION 6, PER MONUMENT RECORD BY PLS 12405 DATED 8/16/00, AND AS MONUMENTED ON THE EAST BY A FOUND 2.5" ALUMINUM CAP PLS 5112, ACCEPTED AS THE CENTER CORNER OF SECTION 6, PER MONUMENT RECORD BY PLS 5112, DATED 6/11/97.

SURVEYOR'S CERTIFICATE:

I, DOUGLAS H. ORT III, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY CERTIFY THAT IN JUNE 2020, A ANNEXATION MAP WAS MADE UNDER MY SUPERVISION, IN ACCORDANCE WITH THE STANDARD OF CARE FOR THE STATE OF COLORADO, AND THAT THIS ANNEXATION MAP AND ALL NOTES SHOWN HEREON IS AN ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY THIS SURVEY. ENCROACHMENTS, EASEMENTS, RIGHTS OF WAY OR PASSAGEWAYS ACROSS SAID PROPERTY THAT ARE IN EVIDENCE OR KNOWN TO ME, ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY, AND THE INFORMATION SHOWN HEREON ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973, 31-12-104-(1)(A) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

CONTIGUITY STATEMENT:

- TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION=6994.83'
- ONE-SIXTH OF TOTAL PERIMETER OF AREA=1165.81'
- PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS=4722.83'
- THE TOTAL CONTIGUOUS PERIMETER IS 67.5%, WHICH EXCEEDS THE 1/6 AREA REQUIRED

DOUGLAS H. ORT III, PLS 37066  
LICENSED COLORADO LAND SURVEYOR  
FOR AND ON BEHALF OF WILSON & COMPANY



APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

MAYOR \_\_\_\_\_ ATTEST: \_\_\_\_\_  
CITY CLERK

ORDINANCE NUMBER(S) \_\_\_\_\_

CLERK AND RECORDER:

RECEPTION NUMBER \_\_\_\_\_

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN COLORADO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT \_\_\_\_\_ O'CLOCK

BY: \_\_\_\_\_ DEPUTY CLERK  
JEFFERSON COUNTY CLERK AND RECORDER

20-300-075

|     |                      |     |          |      |      |                     |                   |  |
|-----|----------------------|-----|----------|------|------|---------------------|-------------------|--|
|     |                      |     |          |      |      | SHT. NO.:<br>1 OF 2 |                   |  |
|     |                      |     |          |      |      | SCALE:<br>NTS       |                   |  |
|     |                      |     |          |      |      | DWN. BY:<br>TJB     | DATE:<br>6-2-2020 |  |
|     |                      |     |          |      |      | CHK. BY:            |                   |  |
| 02  | CITY COMMENTS        | DHO | 01/22/21 |      |      | PROJ. MGR:<br>DHO   | 6-2-2020          |  |
| 01  | CITY COMMENTS        | DHO | 12/08/20 |      |      | CLIENT APP:         |                   |  |
| NO. | REVISION-DESCRIPTION | BY  | DATE     | CHKD | APPD |                     |                   |  |

**WILSON & COMPANY**

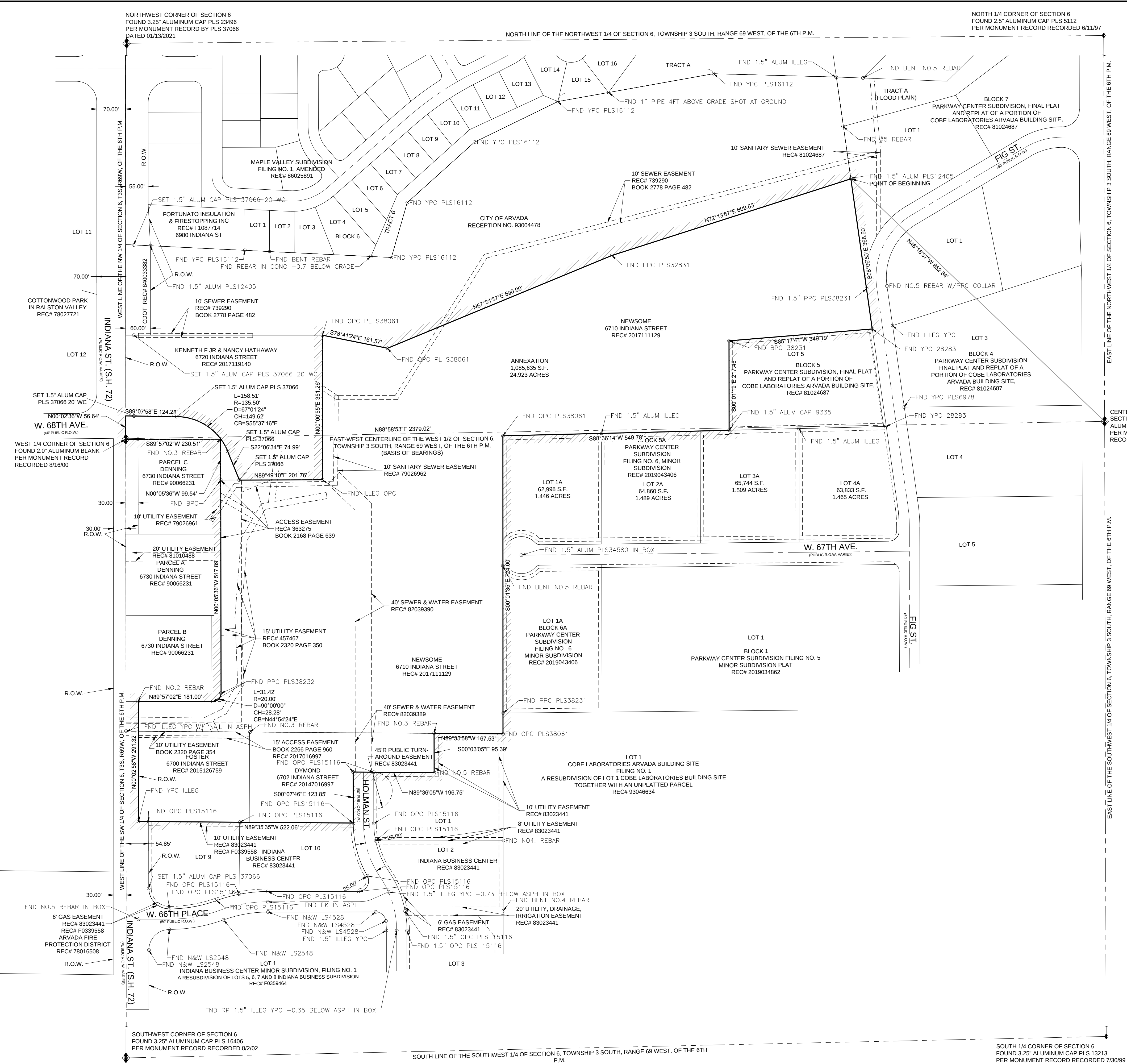
1675 Broadway Suite 200  
Denver, CO 80202  
Phone: 303-297-2976  
Fax: 303-297-2693

ANNEXATION MAP  
INDIANA & FIG ARVADA SITE  
CITY OF ARVADA  
COUNTY OF JEFFERSON  
STATE OF COLORADO



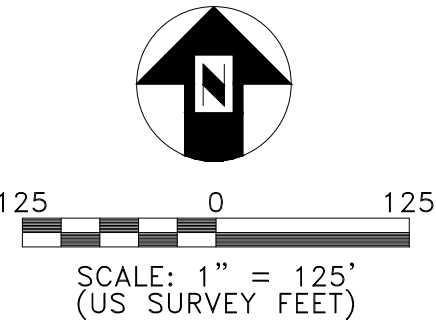
PROJECT INDIANA ANNEXATION  
TO THE CITY OF ARVADA

LOCATED IN THE WEST 1/2 OF SECTION 6, TOWNSHIP 3 SOUTH,  
RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF JEFFERSON, STATE OF COLORADO



LEGEND

- OPC = ORANGE PLASTIC CAP
- PPC = PURPLE PLASTIC CAP
- YPC = YELLOW PLASTIC CAP
- N&W = NAIL & WASHER
- FND = FOUND
- ALUM = ALUMINUM
- ILLEG = ILLEGIBLE
- R.O.W. = RIGHT OF WAY
- = BOUNDARY LINE
- - - = EASEMENT LINE
- = LOT LINE
- - - = SECTION LINE
- = ROAD CENTERLINE
- /// = LIMITS OF ANNEXATION



20-300-075

|     |                      |     |          |             |         |
|-----|----------------------|-----|----------|-------------|---------|
|     |                      |     |          | SHT. NO.    | 2 OF 2  |
|     |                      |     |          | SCALE:      | 1"=125' |
|     |                      |     |          | DWN. BY:    | TJB     |
|     |                      |     |          | CHK. BY:    | DHO     |
|     |                      |     |          | PROJ. MGR:  | DHO     |
|     |                      |     |          | CLIENT APP: |         |
| 02  | CITY COMMENTS        | DHO | 01/22/21 |             |         |
| 01  | CITY COMMENTS        | DHO | 12/08/20 |             |         |
| NO. | REVISION-DESCRIPTION | BY  | DATE     | CHKD        | APPD    |

**WILSON & COMPANY**  
1675 Broadway Suite 200  
Denver, CO 80202  
Phone: 303-297-2976  
Fax: 303-297-2693  
**ANNEXATION MAP**  
**INDIANA & FIG ARVADA SITE**  
**CITY OF ARVADA**  
**COUNTY OF JEFFERSON**  
**STATE OF COLORADO**

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

**Project Indiana**  
**Annexation/Rezoning**  
**DA2020-0117**

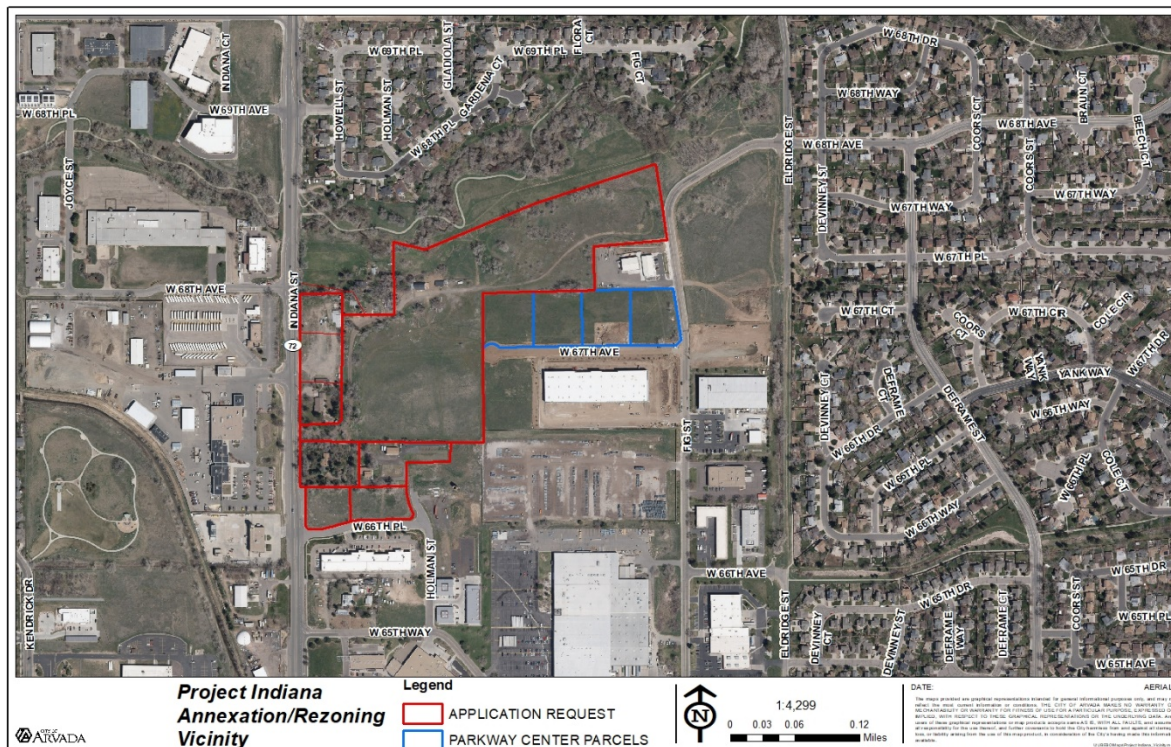
**NATURE OF REQUEST**

Scannell Properties, LLC., is requesting approval of an annexation and rezoning application of approximately 24.93 acres of land and a rezoning of approximately 5.36 acres of land already within the limits of the city in order to develop an approximately 112,000 square-foot warehouse fulfillment and distribution center to be leased and operated by Amazon, Inc. The overall project involves the assembly of twelve parcels of land and a portion of land from the property located at 6720 Indiana. Four lots (Lot 1A-4A of the Parkway Center Filing No.6 subdivision) are located along W. 67<sup>th</sup> Avenue west of Fig Street, are zoned IL (Industrial, Light) and are not part of the annexation and rezoning request.

All of the land proposed to be annexed is currently zoned Jefferson County A-2 (Agricultural), is proposed to be rezoned to City of Arvada IL (Industrial, Light) and has a Comprehensive Plan Future Land Use map designation of Industrial/Office/Retail. Five parcels within the city are proposed to be rezoned from CG (Commercial, General) to IL, and have a Comprehensive Plan Future Land Use map designation of Neighborhood/Community Commercial.

The applicant proposes to construct the building and lease it as a warehouse fulfillment and distribution center for packages and deliveries ordered by customers and delivered via a van-fleet. The center would operate 24 hours per day, seven days per week, and would employ up to 460 workers annually and up to 1,000 seasonally. The operation of the site would include up to 42 semi-truck deliveries per day. A portion of the western footprint of the building would be used for office uses and for customer package drop offs and pick-ups and customer service. The rest of the building would be used by workers who would facilitate the organization and packaging of products. On the north side of the building where a canopy and drive is located, packages would then be loaded into various delivery vans and the vans would egress from the site delivering packages to the customers.





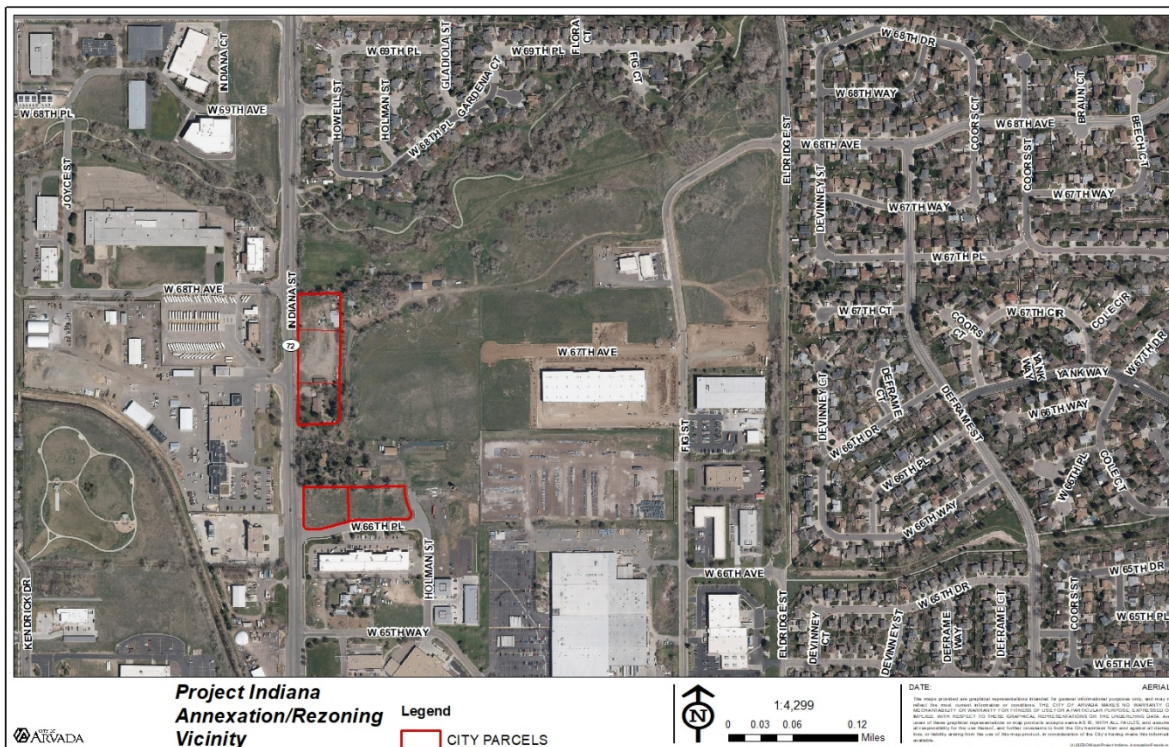
## **LOCATION AND HISTORY**

The property proposed to be annexed into the city is comprised of three parcels located at 6700 Indiana St., 6702 Indiana St., 6710 Indiana St., and a portion of 6720 Indiana St. Each of these properties currently contain a single-family home and associated accessory buildings, outbuildings, barns, and other structures generally used for agricultural purposes.



Two properties located at 14785 W. 66<sup>th</sup> Pl., and 14725 W. 66<sup>th</sup> Pl. are within the jurisdictional boundary of the City of Arvada and are currently zoned CG (Commercial, General). These properties (Lots 9 and 10 of the Indiana Business Center subdivision) were annexed into the city in 1980 with the Roske Rose Alderfer Annexation and platted in 1983. These two lots are currently undeveloped. One property containing three parcels located at 6730 Indiana St. was annexed into the city in 1979 with the Binder Annexation and has not been platted. This property is also zoned CG. Currently this property contains one single-family home and associated accessory buildings.





## **NEIGHBORHOOD MEETING**

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

The required neighborhood meeting for this project took place on November 18th, 2020 and in conjunction with the Maple Valley Park annexation case (DA2020-0118). Due to the COVID-19 pandemic, a virtual neighborhood meeting was held. The applicant and staff were in attendance as well as 35 neighbors. Issues regarding plans for the park and ensuring that the park would not be developed on were discussed in addition to the various concerns for the Project Indiana Site. Concerns around traffic, lighting, noise, and potential impacts to wildlife habitat and the floodplain were also discussed. The applicant thoroughly explained the operations of the center in relation to time-of-day and off-peak hours and how all of their large truck trips occur at night.

A second virtual neighborhood meeting was held on March 11<sup>th</sup>, 2021 also in conjunction with Project Indiana to address additional neighbor concerns that arose during the review cycle.

Approximately 300 residents were in attendance at the meeting. The applicant, Scannell Properties, along with the eventual end user, Amazon, gave a presentation regarding the project. Representatives from Amazon provided information about overall delivery logistics between various building types in the region, and their operations of this specific site. Amazon explained the three different types of distribution centers they build and operate based on the



scale of the site, building size, and employment, and explained that this site would be their smallest type. The developer then gave a presentation on the annexation and rezoning process and an overview of the construction of the site including details related to the building, access and parking, lighting, landscaping, drainage and stormwater, and other various site development details.

Several representatives from the Protect Maple Valley Park Committee were then allowed to present their concerns. Various issues related to compatibility with the existing neighborhoods, traffic, noise, lighting, drainage, and property values were discussed. Additionally, the Committee brought up concerns about potential negative impacts to the adjacent Maple Valley Park including noise and a desire to protect the wildlife that may live there.

Attendees submitted questions and expressed concerns related to the planned land-use of the site, the Comprehensive Plan, zoning, and the development review process.

Many questions and concerns were then raised regarding traffic. The applicant's traffic engineer was present to discuss the trip generation model used to estimate the trip counts for this project and showed various graphs to demonstrate that Amazon delivery vans would be making their trips to and from the site during off-peak hours. Additionally he showed attendees a comparison of the number of daily trips for this use compared to other uses such as other existing industrial uses, retail uses, grocery store, and community recreation center to show that their counts were lower. Various other questions were asked and answered regarding public improvements to Indiana Street, the proposed traffic signal at Indiana and W. 68th Avenue that the developer would construct, site circulation, Fig Street access, and semi-truck traffic.

Questions and concerns related to drainage, stormwater, and the Ralston Creek floodplain were discussed. The applicant's civil engineer discussed how a stormwater detention pond has been designed and sized to accommodate the impervious area of the site and capture other historic flows, treat the water according to State and local guidelines and eventually outfall to the City storm system in Fig Street. Additionally, himself and staff were able to respond to the floodplain concerns by stating that the City, Jefferson County, and the Mile High Flood District were in coordination with each other to prevent any negative impacts to the floodplain. Additionally, any area of the site that lies within the 100-year floodplain area would be dedicated to the City and made part of Maple Valley Park.

Issues and discussions around trees and landscaping on the site were brought up. The developer stated that over 700 new trees would be planted on-site. Included in that count would be a wide landscaped buffer along the northern boundary which would include deciduous and evergreen trees along with a masonry wall. The wall would be built to help mitigate negative impacts of noise and lighting.

This neighborhood meeting also included a discussion regarding the annexation and rezoning for Maple Valley Park, a City of Arvada park. The park is currently zoned Jefferson County A-2 and would be rezoned to Arvada OS (Open Space). The park is adjacent to the Project Indiana site described above but would not be part of the development.

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

## **PUBLIC NOTIFICATION**

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

## **SEVERED MINERAL RIGHTS**

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

## **DEVELOPMENT REVIEW TIMELINE**

The application was accepted by the City for review on October 26, 2020. The standard review timeline allows for three reviews within a 20 week timeframe to reach a Planning Commission public hearing. This application required three reviews. Because an optional second neighborhood meeting was held prior to the Planning Commission hearing, the case is being heard over 25 weeks from the acceptance of the application.

## **ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN**

This project aligns with the Community and Economic Development strategic goals.

## **ZONING AND LAND USE**

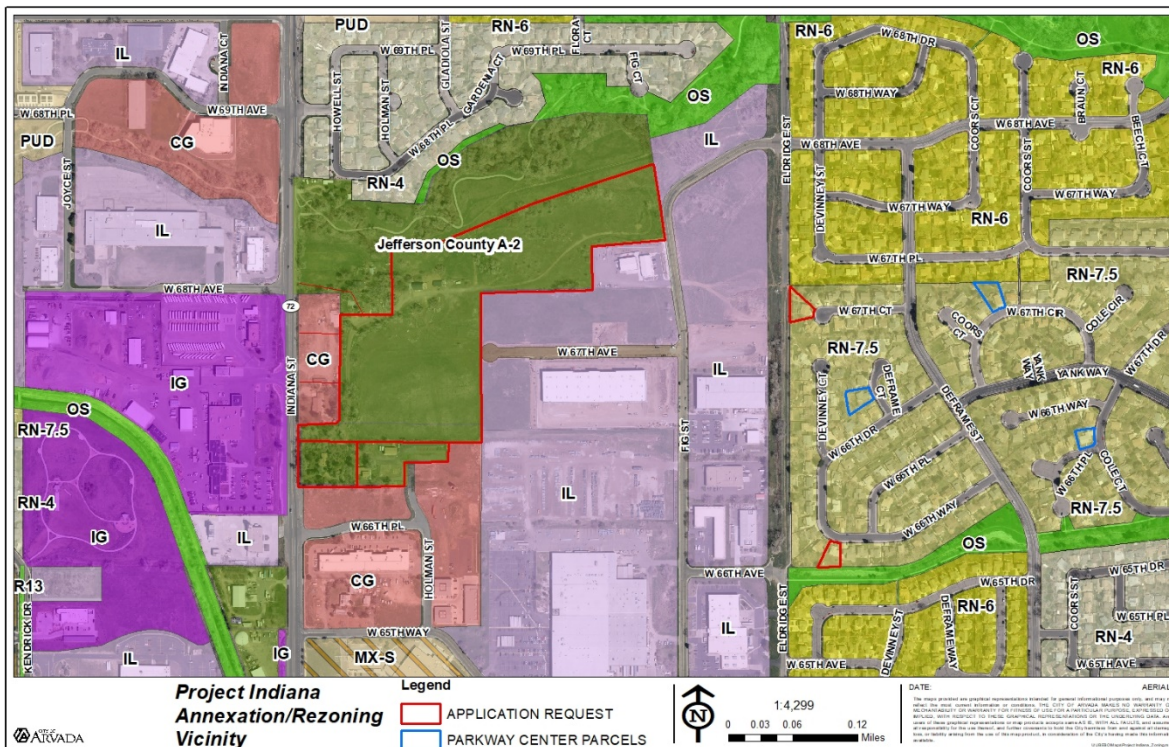
A portion of the subject property is currently zoned Jefferson County A-2. The properties located within the City are zoned CG. The total site area is approximately 30.29 acres in size.

Surrounding properties are zoned and utilized as follows:

| Direction                                       | Zoning                         | Actual Use                                                                                                |
|-------------------------------------------------|--------------------------------|-----------------------------------------------------------------------------------------------------------|
| North                                           | Jefferson County A-2           | Maple Valley Park<br>Single-Family Home                                                                   |
| South (across W. 66 <sup>th</sup> Pl.)          | CG                             | Inline Retail/Commercial Center                                                                           |
| East (across Hollman St.)<br>East Property Line | CG<br><br>IL                   | Undeveloped Lots (future Phase II Microspaces)<br><br>Undeveloped Lots<br>Warehouse/Storage Facility      |
| West (across Indiana St.)                       | IL<br>IG (Industrial, General) | Manufacturing/Warehouse/Distribution<br>Jefferson County School Bus Fleet<br>City of Arvada Indiana Shops |

The applicant is proposing to rezone the land to be annexed into the city from Jefferson County A-2 to City of Arvada IL. The intent of the IL district is to provide areas for light manufacturing, assembly, and fabrication uses, office, research, food and beverage processing, packaging or bottling, and compatible recreational activities. The IL zone district is intended to implement the Industrial/Office/Retail designation in the Comprehensive Plan. Light industrial uses are allowed in the IL district and are restricted to a maximum number of semi-truck trips of up to 50 per day.

The applicant is also proposing to rezone the five parcels of land currently within the City boundaries from CG (Commercial General) to IL. The rezoning of these parcels is consistent with the Comprehensive Plan as the uses that are being proposed on those parcels (office and parking) are uses that are allowed in both Industrial/Office/Retail and Neighborhood/Community Commercial designations. Additionally, if the applicant completes the consolidation of all of the properties into one, it is in the best interest of the City to have the entire property zoned as one district and not split-zoned.



## PROJECT ANALYSIS

### Annexation

The applicant desires to annex approximately 24.93 acres of land into the City in order to access City water and sanitary sewer service.

Annexation into the City requires conformance with the contiguity requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the property perimeter to be contiguous with the City of Arvada. The property is effectively an enclave with continuity achieved in all directions. The south, west, and east property lines share a boundary with the City of Arvada and meets this requirement.

### Compliance with the Comprehensive Plan

The project site is designated as Industrial/Office/Retail on the 2014 Comprehensive Plan Future Land Use map. The proposed annexation and rezoning is consistent with the following Comprehensive Plan Goals & Policies:

Goal L-2: Plan for a balanced mix of commercial and residential land uses in Arvada.

#### Policy L-2.1: Complete Community

The City will provide for a balanced mix of land uses by promoting redevelopment and continuing to reserve lands for future commercial and industrial development as well as a variety of housing choices.

**Policy L-2.2: Allow Appropriate Expansion of City Boundaries**

The City will consider the annexation of land that includes land uses that are consistent with the Comprehensive Plan goals, the long-term needs of the community and the City's service capacity.

**Goal ED-1: Expand and diversify the City's economic base to create primary jobs to increase the City's fiscal capacity to meet the needs of its citizens.**

**Policy ED-1.1: New Commercial and Employment Development**

The City, working with the Arvada Economic Development Association, will actively promote and support commercial and employment development by recruiting primary jobs and increasing the range of products and services available to Arvada citizens.

**Goal ED-2: Plan for new employment centers that will provide primary jobs in Arvada.**

**Policy ED-2.1: Land for Employment Uses**

The City will retain lands in strategic, transit supportive parts of the City for new employment centers to accommodate office, manufacturing, high tech, flexible space, and other primary employment uses. Targeted industries include medical, manufacturing, research and development, biomedical, energy, enabling technology, and professional services. Future employment centers are located at:

- Parkway Business Center (Indiana and 64<sup>th</sup> Avenue);
- Indiana Street and 86<sup>th</sup> Parkway;
- Indiana Street and 66<sup>th</sup> Avenue (Parkway Business Center and environs);
- Olde Town;
- Ralston Creek (Triangle area);
- Ward Road and I-70; and
- Southeast Arvada and the 60<sup>th</sup> and Sheridan/Arvada Gold Strike TOD Station.

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

**Goal ED-5: Improve the City's economic base and its financial strength**

**Policy ED-5.1: Strengthen and Diversify the City's Tax Base**

In order to fund existing and future service commitments, the City will continue to monitor and support existing retail and employment uses, as well as promote opportunities to attract new retail uses, primary employers, tourism, and targeted entrepreneurial and technical industry clusters. The City will seek supplemental revenue sources in addition to sales tax, to allow city services to be less susceptible to retail market considerations.

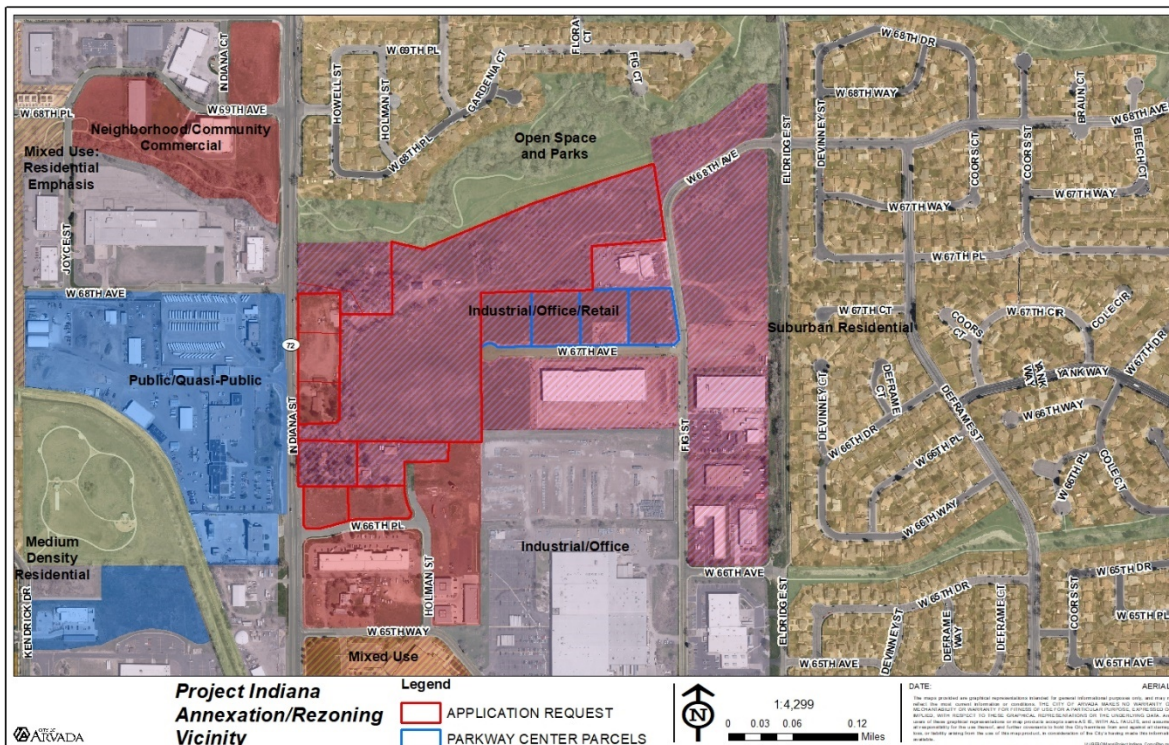
**Goal CC-1: Plan Arvada as a City of different development character districts.**

**Policy CC-1.1: Variety of Development Types**

The City will include a variety of development types including rural areas, suburban residential neighborhoods, historic districts, redevelopment areas, and mixed-use communities that contain services, employment, and higher density housing.



The annexation and rezoning applications comply with the above policies and goals by incorporating an enclave of land into the city boundary and rezoning it to a zoning designation (IL) that is consistent with the Comprehensive Plan. This land has been identified in the Comprehensive Plan as being a targeted area for employment uses and a future employment center.



## Setbacks

The IL zone district requires that all buildings be located 20 feet from a front property line, 20 feet from a side-street, five feet from an interior side, and five feet from a rear.

Setbacks will be reviewed as part of a Site Plan application. Currently the proposal more than exceeds all the setback requirements.

## Building Height

The maximum building height allowed in the IL zoning district is 40 feet. Building height will be reviewed as part of a Site Plan application. Currently, the proposal shows the building at 37.7 feet in height as measured from finished grade to the roof deck. Parapet walls may extend beyond the height restriction.

## Open Space

The IL zoning district requires a minimum of 15 percent of the site be landscape surface area. Open space and landscaping will be reviewed as part of a Site Plan application. Currently the proposal shows 29.68 percent of the site as being landscaped open space.

### **Landscaping, Buffering and Fencing**

Specific details of the landscape plan will be reviewed as part of a Site Plan application. The site contains a large quantity of existing mature trees. An arborist report and mitigation plan was required as part of the Site Plan application and the applicant will be required to provide an equal number of caliper inches on the project site as well as pay fees in-lieu in order to quantify the caliper inches lost. Fencing is also being reviewed as part of the Site Plan application. Although a buffer is not required by the LDC, a wide landscaped buffer containing a mix of deciduous and columnar trees and a masonry wall along the northern boundary of the project site and Maple Valley Park is being recommended as a condition of approval of the annexation application.

### **Building Design**

The building design will be reviewed as part of a Site Plan application. The building is proposed to be approximately 112,000 square feet in size and contain an attached 56,867 square-foot canopy which will cover the area of the site dedicated for delivery van loading. Currently, the building design is proposed to consist of tilt-up concrete panels on all four facades with a storefront on the façade facing Indiana Street. The storefront wraps around the south elevation of the building providing additional transparency to Indiana Street and the employee and customer parking lot. This portion of the building is where the primary office use is to be located as well as customer pick-up. Techniques utilizing texture, color, scoring, and “column” projects are used in order to help break up the building. Fifteen overhead doors are proposed to be located on the east elevation which will be used for semi-truck deliveries. The final design of the buildings will be reviewed as part of a Site Plan application.

### **Circulation and Connectivity**

There are a total of eight points of vehicular access to the site that are proposed off of City and CDOT right-of-way. Two points of access onto Indiana Street are proposed on the west-side of the site. The access on the southernmost part of the site will be restricted to right-in/right-out movements only and will provide access to the employee/customer parking lot. A second access to Indiana Street is proposed that will align with W. 68<sup>th</sup> Avenue. The applicant will be required to pay for and construct a new traffic signal at this intersection where full movements in all directions will be allowed with the signal.

An access to W. 66<sup>th</sup> Place is proposed that provides access to a delivery van surface parking lot and a point of access onto Holman Street is proposed which will provide additional circulation options to the employee and customer parking lot. The intersection of Indiana Street and W. 66<sup>th</sup> Place will be required to be restricted to a 3/4 movements with left hand turns onto Indiana being eliminated.

Two point of access are proposed onto W. 67<sup>th</sup> Avenue. One access point is proposed where a cul-de-sac currently exists. This access point will provide ingress and egress for van deliveries to the east of the site after they have been loaded. Additionally the second point of access will provide access to a delivery van surface parking lot.

Lastly, one access onto Fig Street is proposed at the northeastern portion of the site which provides access to another van surface parking lot. This access will also provide access to the private property owner of 6720 Indiana Street. This property will have a private access

easement running from west to east which is currently being negotiated between the private parties.

Semi-truck deliveries to the site will be restricted to using W. 66<sup>th</sup> Place from Indiana Street and traversing north onto Hollman Street where a cul-de-sac will be constructed and one access point at the end of will be proposed.

An east/west internal drive connecting from the signaled intersection of Indiana Street and W. 68<sup>th</sup> Avenue to W. 67<sup>th</sup> Avenue will serve as a private through connection. Pedestrian connectivity is proposed throughout the site from the various parking lots to the building.

Additional traffic related public improvements will include the construction of the entire property frontage of Indiana Street. This will include dedication of right-of-way and the construction of the remaining width of Indiana including: two northbound through lanes, deceleration and auxiliary lanes to and from the site, a detached eight-foot-wide sidewalk with tree lawn, curb and gutter. Additional curb, gutter, and sidewalk will be constructed along W. 66<sup>th</sup> Place and Holman Street where needed along the property frontage.

A traffic study was required as part of the annexation and rezoning application. The report indicates that this project will generate an average of 1,352 weekday trips, with 283 morning and 91 evening peak hour trips. In all, the study estimates a total of 906 automobile trips, 404 van trips, and 42 semi-truck trips within a 24 hour period.

The traffic study is also a part of the Site Plan application and will continue to be analyzed as that application progresses.

### **Grading and Drainage**

Grading on-site generally flows from the southwest to the northeast. Grading will convey runoff towards multiple private inlets within the site, eventually outfalling into a private detention pond on the northeast corner of the site. This pond will provide above ground water quality and detention. The detention pond outfalls to the public storm line located in Fig Street which then eventually outfalls into Ralston Creek.

### **Parking and Loading**

Parking and loading will be reviewed as part of a Site Plan application. Minimum parking requirements compared to what is currently being proposed are as follows:

|                | Required                        | Proposed      |
|----------------|---------------------------------|---------------|
| Office         | 3 spaces per 1,000 GFA (35)     | 128           |
| Light Industry | 1.75 spaces per 1,000 GFA (176) | 1,037         |
| Total          | 211 (8 ADA)                     | 1,165 (8 ADA) |

The proposed parking plan for the site is segregated across the property based on the type of vehicle and use. One parking lot to the south of the building will provide approximately 291 spaces reserved for employees and customers. Twelve parking spaces for semi-trucks are provided at the southeast portion of the site where the trucks will be routed for deliveries. One additional parking lot at the south-end of the site will contain approximately 97 delivery van spaces in addition to the 765 van spaces throughout the northern portion of the site. The total

number of parking spaces may change as the Site Plan application progresses. However, the minimum required 211 spaces will be provided.

### **Utility Services**

Water and sanitary sewer service are provided by the City and are available. One City water main and two sanitary sewer mains run through the property and provide services to other various properties in the area.

### **Police and Fire Protection**

Police and Fire protection are both provided for the site and Arvada Fire has reviewed the conceptual plans.

### **LAND DEVELOPMENT CODE APPROVAL CRITERIA**

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

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

| <b>Div. 8-3-3 Annexation and Disconnection Approval Criteria</b>                                                                                                                                                | <b>Finding</b> | <b>Rationale</b>                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.                                                                   | Complies       | The annexation is in accord with the Comprehensive Plan. The Comprehensive Plan Future Land Use map designation for the area proposed to be annexed is Industrial/Office/Retail. The proposal aligns with that designation. |
| 2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.                                                  | Complies       | The property is an enclave surrounded by the City and can be integrated into the City and developed in compliance with all provisions of the LDC and other City codes.                                                      |
| 3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services. | Complies       | Existing utilities are available in and around the site and the City has capacity to service it.                                                                                                                            |

| Div. 8-3-4 Zoning and Rezoning Approval Criteria                                                                                                                                                                                                                                                                | Finding  | Rationale                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.                                                                                     | Complies | The Comprehensive Plan Future Land Use map designation for the area proposed to be annexed is Industrial/Office/Retail. The proposed rezoning to IL (Industrial, Light) aligns with that designation and is intended to implement this designation in the Comprehensive Plan. The five parcels proposed to be rezoned from CG (Commercial General) to IL is also consistent.                                      |
| 2. The intended land use is consistent with the stated intent of the proposed zoning district.                                                                                                                                                                                                                  | Complies | The proposed warehouse and distribution center, use which is defined in the LDC as Light Industry, is consistent with the intent of the IL zone district.                                                                                                                                                                                                                                                         |
| 3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development. | Complies | Facilities and services are available to service the development and will be built out with the construction of the site.                                                                                                                                                                                                                                                                                         |
| 4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.                                           | Complies | The intended land use will not result in significant adverse impacts. Efforts to mitigate negative traffic, lighting, noise, and visual impacts will be reviewed with the Site Plan application. A buffer will be required along the northern boundary which will add a wall and large trees to reduce noise and lighting impacts. Additional mitigation efforts will be dealt with in the Site Plan application. |
| 5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.                                             | Complies | The rezoning is consistent with the character of the existing neighborhood to the west, east, and south which are zoned as either IL or IG (Industrial, General) and contain industrial uses. The northern boundary will be buffered in order to mitigate negative impacts to the park.                                                                                                                           |



### **STAFF RECOMMENDATION**

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

If the Planning Commission finds that a recommendation to approve the Annexation is supported by the approval criteria, then staff recommends that the following conditions be made part of the approval:

1. In order to substantially mitigate negative impacts to Maple Valley Park and nearby residential neighborhoods, a landscaped buffer with a six-foot-tall masonry wall shall be built along the northern boundary with the park. The width of the buffer, design of the wall, and number, size, and species of trees shall be at the discretion of the Community and Economic Development Director.

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

## **Neighborhood Meeting Summary**

**Meeting #1: November 18, 2020**



### **MEMORANDUM**

To: Jeremiah Bebo, City of Arvada

From: Stephen Litsas, PE  
Kimley-Horn and Associates, Inc.

Date: November 18, 2020

Subject: Project Indiana Annexation – Neighborhood Meeting Summary

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A neighborhood meeting was held on November 18, 2020 at 6 pm, to discuss the annexation submission with the public. This annexation meeting included two annexations within the same discussion: DA2020-0117 (Project Indiana) and DA2020-0118 (Maple Valley Park). Due to the on-going COVID situation, this meeting was held via Microsoft Teams. Members of the public were provided a link to log in prior to the meeting and were able to ask questions via the platform. No known technical issues were reported by any of the attendees.

A link to the full recording of the meeting can be found here:  
<https://web.microsoftstream.com/video/786024da-00fd-406d-8967-ac2d0b5c5da9>

The meeting first discussed the annexation process for both the Project Site and the Park. It then followed into a high-level proposal of the future site development submission. It was noted that this application was not for the site development; however, to be transparent to the public of the intended annexation this was discussed. The site development discussion included a conceptual site layout, conceptual building elevations, traffic management, and high-level discussions of how the facility would operate.

The following issues were raised by the public:

1. Public: The timing of the extension of Eldridge St.
  - a. City Response: The extension of Eldridge St will occur as future properties along Eldridge St develop.
  - b. Follow-Up: This annexation has no impact on that. No further follow-up was required for this as part of this application.
2. Public: Questions related to traffic, including volume and timing.
  - a. Applicant Response: It was clarified that a majority of van traffic would be directed towards Indiana St, with most entering Indiana St at 68<sup>th</sup> Ave and most trucks entering Indiana St at 66<sup>th</sup> Ave. It was discussed that the facility operates 24 hours a day, with truck traffic occurring during the nighttime, and van traffic happening during the daytime.

- b. Follow-Up: This response was accepted by the members of the public, and the traffic pattern could not otherwise be altered.
- 3. Public: Concerns with the parking lot being too bright for residences or impacting wildlife in the Park.
  - a. Applicant Response: The lighting level in the parking lot is designed to a "safe level" using the City's standard, not as bright as a standard retail parking lot. In addition, the site will use cutoff lenses that allow light to be controlled to only fall on the site.
  - b. Follow-Up: The Applicant will provide a photometric analysis as part of the Site Plan application that shows lighting levels do not spill onto the neighboring residential properties.
- 4. Public: Concerns that the floodplain for Ralston Creek will be negatively impacted.
  - a. Applicant Response: The site is intentionally staying out of the floodplain, and there will be no impacts to the floodplain.
  - b. Follow-Up: This response was considered adequate by the questioner, and no follow-up is required.
- 5. Public: Concerns on wildlife impacts, and if there have been studies done on the wildlife in the park. Including the noise as it impacts the wildlife.
  - a. Applicant Response: An environment due diligence was undertaken for the site, including a critical species, and it came back with no concerns. In terms of noise, the building was put as far south as possible on the site, and the trucks were concentrated in the existing industrial parts of the site. The parking lot adjacent to the Park operates like a standard parking lot, and the noise should be minimal.
  - b. Follow-Up: The environmental study was submitted as part of the annexation and is public. No further follow-up required by the applicant as part of the annexation.
- 6. Public: Concerns on the amount of parking:
  - a. Applicant Response: It is for the function of the facility, to park the fleet of vans.
  - b. Follow-Up: This amount of parking is critical for the operation of the facility, and cannot be altered.
- 7. Public: Concerns with stormwater drainage / runoff negatively impacting Maple Valley Park
  - a. Applicant Response: The facility will include detention and stormwater quality treatment measures in accordance with City of Arvada standards. This will clean pollutants out of the water prior to it discharging to Maple Valley Park.
  - b. Follow-Up: This was accepted by the questioner.

Staff Report  
Page 6.

Meeting #2: March 11, 2021  
*Provided in the packet*



## **REPORT TO CITY COUNCIL ORDINANCE FIRST READING**

**AGENDA ITEM  
8.C.4.**

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: CB21-019 An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, From Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels From City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

### **Report in Brief**

Scannell Properties, LLC., is requesting approval of an annexation and rezoning application of approximately 24.93 acres of land and a rezoning of approximately 5.36 acres of land already within the limits of the City in order to develop an approximately 112,000 square-foot warehouse fulfillment and distribution center to be leased and operated by Amazon, Inc. The overall project involves the assembly of twelve parcels of land and a portion of land from the property located at 6720 Indiana. Four lots (Lot 1A-4A of the Parkway Center Filing No.6 subdivision) are located along W. 67th Avenue west of Fig Street, are zoned IL (Industrial, Light) and are not part of the annexation and rezoning request.

All of the land proposed to be annexed is currently zoned Jefferson County A-2 (Agricultural), is proposed to be rezoned to City of Arvada IL (Industrial, Light) and has a Comprehensive Plan Future Land Use map designation of Industrial/Office/Retail. Five parcels within the City are proposed to be rezoned from CG (Commercial, General) to IL, and have a Comprehensive Plan Future Land Use map designation of Neighborhood/Community Commercial.

The applicant proposes to construct the building and lease it as a warehouse fulfillment and distribution center for packages and deliveries ordered by customers and delivered via a van-fleet. The center would operate 24 hours per day, seven days per week, and would employ up to 460 workers annually and up to 1,000 seasonally. The operation of the site would include up to 42 semi-truck deliveries per day. A portion of the western footprint of the building would be used for office uses and for customer package drop offs and pick-ups and customer service. The rest of the building would be used by workers who would facilitate the organization and packaging of products. On the north side of the building where a canopy and drive is located, packages would then be loaded into various delivery vans and the vans would egress from the site delivering packages to the customers.

The Arvada team recommends that the City Council approve CB21-019, An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, From Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels From City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.).

### **Financial Impact**

There will be no financial impact.

### **Background**



**SUBJECT:** CB21-019 An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, From Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels From City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

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The property proposed to be annexed into the city is comprised of three parcels located at 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a portion of 6720 Indiana Street. Each of these properties currently contain a single-family home and associated accessory buildings, outbuildings, barns, and other structures generally used for agricultural purposes.

Two properties located at 14785 W. 66th Place and 14725 W. 66th Place are within the jurisdictional boundary of the City of Arvada and are currently zoned CG (Commercial, General). These properties (Lots 9 and 10 of the Indiana Business Center subdivision) were annexed into the City in 1980 with the Roske Rose Alderfer Annexation and platted in 1983. These two lots are currently undeveloped. One property containing three parcels located at 6730 Indiana Street was annexed into the City in 1979 with the Binder Annexation and has not been platted. This property is also zoned CG. Currently this property contains one single-family home and associated accessory buildings.

## **Discussion**

Scannell Properties for the City of Arvada is requesting approval of an annexation and rezoning application for Project Indiana. The annexation consists of approximately 24.93 acres. The property is zoned Jefferson County A-2 (Agricultural) and the requested rezoning is IL (Industrial, Light). The following information summarizes the Community and Economic Development team's analysis of the approval criteria:

| <b>Div. 8-3-3 Annexation and Disconnection Approval Criteria</b>                                                                                                                                                | <b>Finding</b> | <b>Rationale</b>                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.                                                                   | Complies       | The annexation is in accord with the Comprehensive Plan. The Comprehensive Plan Future Land Use map designation for the area proposed to be annexed is Industrial/Office/Retail. The proposal aligns with that designation. |
| 2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.                                                  | Complies       | The property is an enclave surrounded by the City and can be integrated into the City and developed in compliance with all provisions of the LDC and other City codes.                                                      |
| 3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services. | Complies       | Existing utilities are available in and around the site and the City has capacity to service it.                                                                                                                            |

| <b>Div. 8-3-4 Zoning and Rezoning Approval Criteria</b>                                                                                                                                                                     | <b>Finding</b> | <b>Rationale</b>                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan. | Complies       | The Comprehensive Plan Future Land Use map designation for the area proposed to be annexed is Industrial/Office/Retail. The proposed rezoning to IL (Industrial, Light) aligns with that designation and is intended to implement this designation in the Comprehensive Plan. The five parcels proposed to be rezoned from CG (Commercial General) to IL is also consistent. |

**SUBJECT:** CB21-019 An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, From Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels From City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

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|                                                                                                                                                                                                                                                                                                                 |          |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. The intended land use is consistent with the stated intent of the proposed zoning district.                                                                                                                                                                                                                  | Complies | The proposed warehouse and distribution center, use which is defined in the LDC as Light Industry, is consistent with the intent of the IL zone district.                                                                                                                                                                                                                                                         |
| 3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development. | Complies | Facilities and services are available to service the development and will be built out with the construction of the site.                                                                                                                                                                                                                                                                                         |
| 4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.                                           | Complies | The intended land use will not result in significant adverse impacts. Efforts to mitigate negative traffic, lighting, noise, and visual impacts will be reviewed with the Site Plan application. A buffer will be required along the northern boundary which will add a wall and large trees to reduce noise and lighting impacts. Additional mitigation efforts will be dealt with in the Site Plan application. |
| 5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.                                             | Complies | The rezoning is consistent with the character of the existing neighborhood to the west, east, and south which are zoned as either IL or IG (Industrial, General) and contain industrial uses. The northern boundary will be buffered in order to mitigate negative impacts to the park.                                                                                                                           |

### **Public Contact**

The required neighborhood meeting for this project took place on November 18, 2020 and in conjunction with the Maple Valley Park annexation case. Due to the COVID-19 pandemic, a virtual neighborhood meeting was held. The applicant and staff were in attendance as well as 35 neighbors.

A second virtual neighborhood meeting was held on March 11, 2021 also in conjunction with Maple Valley Park annexation. Approximately 300 residents were in attendance at the meeting.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting

### **Commission Recommendation**

The Planning Commission voted 4 to 2 (1 absent) to recommend approval to the City Council.

**SUBJECT:** CB21-019 An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, From Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels From City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

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### **Strategic Alignment**

This project aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan. Specifically, the recommended action supports the following Principle:

*Uses the Comprehensive Plan to guide planning, land use code decisions, development management, and informational and resource services that are delivered to residents, businesses, the development community, decision-making bodies, and neighborhood partners to achieve a well planned, aligned, sustainable, and livable community for current and future generations.*

### **Alternative Courses of Action**

NA

### **Recommendation for Action**

The Arvada team recommends that the City Council approve CB21-019, An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, From Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels From City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.).

### **Suggested Motion:**

I move that CB21-019, An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, From Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels From City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street, be (approved on first reading, ordered published in full, and a Public Hearing date be set for June 14, at 6:15 p.m.) (rejected).

Prepared by:

Stephanie Wallace, Administrative Specialist

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II

4/27/2021

Robert Smetana, Manager of City Planning and Development

4/29/2021

Ryan Stachelski, Director of Community and Economic Development

4/29/2021

Gail Walker, Legal Specialist-Contracts

4/29/2021

**SUBJECT:** CB21-019 An Ordinance Rezoning Certain Land Within the City of Arvada, Project Indiana, From Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and Five Parcels From City of Arvada CG (Commercial, General) to City of Arvada IL (Industrial, Light) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 6730 Indiana Street, 14725 W. 66th Place, 14785 W. 66th Place, 6700 Indiana Street, 6702 Indiana Street, 6710 Indiana Street, and a Portion of 6720 Indiana Street (Public Hearing to be set for June 14, 2021 at 6:15 p.m.)

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Emily Grogg, Senior Assistant City Attorney

4/29/2021

Rachel Morris, City Attorney

5/5/2021

Lorie Gillis, Deputy City Manager

5/5/2021

Mark Deven, City Manager

5/5/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 21-019  
ORDINANCE NO.

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, PROJECT INDIANA, FROM JEFFERSON COUNTY A-2 (AGRICULTURAL) TO CITY OF ARVADA IL (INDUSTRIAL, LIGHT) AND FIVE PARCELS FROM CITY OF ARVADA CG (COMMERCIAL, GENERAL) TO CITY OF ARVADA IL (INDUSTRIAL, LIGHT) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, GENERALLY LOCATED AT 6730 INDIANA STREET, 14725 W. 66th PLACE, 14785 W. 66th PLACE, 6700 INDIANA STREET, 6702 INDIANA STREET, 6710 INDIANA STREET, AND A PORTION OF 6720 INDIANA STREET

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

Section 1. The following described property is hereby rezoned from Jefferson County A-2 (Agricultural) to City of Arvada IL (Industrial, Light) and five parcels from City of Arvada CG (Commercial General) to City of Arvada IL (Industrial, Light).

THE PARCEL OF LAND CURRENTLY ZONED JEFFERSON COUNTY A-2 IS DESCRIBED ON THE ATTACHED EXHIBIT A.

THE PARCELS OF LAND CURRENTLY ZONED ARVADA COMMERCIAL GENERAL ARE DESCRIBED ON ATTACHED EXHIBIT A(2), B, AND C.

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

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of May, 2021.

PASSED, ADOPTED, AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Marc Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: \_\_\_\_\_

Publication Dates: May 20, 2021

\_\_\_\_\_

## EXHIBIT A

A TRACT OR PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH/ PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING ALL OF THOSE PARCELS OF LAND DESCRIBED BY DEED RECORDED WITH THE JEFFERSON COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 2017111129, 20147016997, AND 2015126759 AND A PORTION OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2017119140, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY MOST CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2017111129, AS RECORDED WITH THE CLERK AND RECORDER OF JEFFERSON COUNTY, COLORADO, WHENCE THE CENTER OF SAID SECTION 6 BEARS S46°18'37"E, 852.84 FEET;

THENCE S08°06'50"E, 368.50 FEET TO THE NORTHEASTERLY CORNER OF LOT 5, BLOCK 5, PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE, RECEPTION NUMBER 81024687;

THENCE S85°17'41"W, 349.19 FEET TO THE NORTHWESTERLY CORNER OF LOT 5, BLOCK 5, PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE, RECEPTION NUMBER 81024687;

THENCE S00°01'19"E, 217.46 FEET TO THE SOUTHWESTERLY CORNER OF LOT 5, BLOCK 5, PARKWAY CENTER SUBDIVISION, FINAL PLAT AND REPLAT OF A PORTION OF COBE LABORATORIES ARVADA BUILDING SITE, RECEPTION NUMBER 81024687;

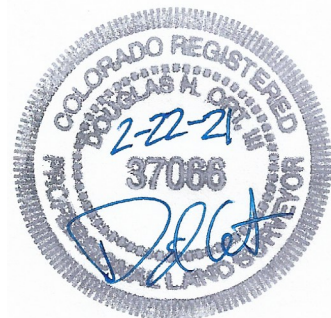
THENCE S88°36'14"W, 549.78 FEET TO THE NORTHWESTERLY CORNER OF LOT 1A, PARKWAY CENTER SUBDIVISION FILING NO. 6, MINOR SUBDIVISION, RECEPTION NUMBER 2019043406;

THENCE S00°01'35"E, 724.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 1, INDIANA BUSINESS CENTER, MINOR SUBDIVISION, RECEPTION NUMBER 83023441;

THENCE N89°35'58"W, 167.53 FEET TO A CORNER OF LOT 1, INDIANA BUSINESS CENTER, RECEPTION NUMBER 83023441;

THENCE S00°03'05"E, 95.39 FEET TO A CORNER OF LOT 1, INDIANA BUSINESS CENTER, RECEPTION NUMBER 83023441;

THENCE N89°36'05"W, 196.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HOLMAN STREET;



THENCE S00°07'46"E, 123.85 FEET TO THE NORTHEASTERLY CORNER OF LOT 10 INDIANA BUSINESS CENTER, RECEPTION NUMBER 83023441;

THENCE N89°35'35"W, 522.06 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2015126759;

THENCE N00°02'58"W, 291.32 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED UNDER RECEPTION NO. 90066231;

THENCE ALONG THE EXTERIOR OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 90066231, N89°57'02"E, 181.00 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, AND A LONG CHORD OF N44°54'24"E, 28.28 FEET;

THENCE NORTHEASTERLY ALONG THE EXTERIOR OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 90066231, A DISTANCE OF 31.42 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00";

THENCE ALONG THE EXTERIOR OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 90066231, N00°05'36"W, 517.89 FEET TO A NORTHWESTERLY CORNER OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2017111129;

THENCE CONTINUE NORTHERLY ALONG THE EXTERIOR OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 90066231, A DISTANCE OF 99.54 FEET TO THE NORTHEASTERLY CORNER OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 90066231;

THENCE N89°57'02"W, 230.51 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2017119140;

THENCE ALONG THE WESTERLY LINE OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2017119140, N00°02'36"W, 56.64 FEET;

THENCE S89°07'58"E, 124.28 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 135.50 FEET AND A LONG CHORD OF S55°37'16"E, 149.62 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 158.51 FEET ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°01'24";

THENCE S22°06'34"E, 74.99 FEET TO A POINT ON THE NORTHERLY LINE OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2017111129;

THENCE ALONG THE NORTHERLY LINE OF THE PARCEL DESCRIBED UNDER RECEPTION NO. 2017111129, N89°49'10"E, 201.76 FEET;



THENCE ALONG THE NORTHERLY LINE OF THE PARCEL DESCRIBED UNDER  
RECEPTION NO. 2017111129, N00°00'55"E, 351.26 FEET;

THENCE ALONG THE NORTHERLY LINE OF THE PARCEL DESCRIBED UNDER  
RECEPTION NO. 2017111129, S78°41'24"E, 161.57 FEET;

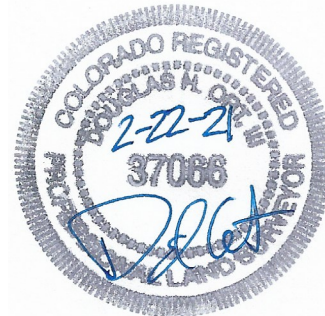
THENCE ALONG THE NORTHERLY LINE OF THE PARCEL DESCRIBED UNDER  
RECEPTION NO. 2017111129, N67°31'37"E, 590.00 FEET;

THENCE ALONG THE NORTHERLY LINE OF THE PARCEL DESCRIBED UNDER  
RECEPTION NO. 2017111129, N72°13'57"E, 609.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,085,635 SQUARE FEET OR 24.923 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST-WEST  
CENTER LINE OF THE WEST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69  
WEST, OF THE 6TH P.M., BEING N88°58'53"E USING THE COLORADO STATE PLANE  
COORDINATES - CENTRAL ZONE, AS MONUMENTED AT THE WEST 1/4 CORNER OF  
SECTION 6, FOUND ILLEGIBLE 2.0" ALUMINUM CAP, PER MONUMENT RECORD BY PLS  
12405 DATED 8/16/00, AND AS MONUMENTED AT THE CENTER 1/4 CORNER OF  
SECTION 6, BY A FOUND 2.5" ALUMINUM CAP PLS 5112, PER MONUMENT RECORD BY  
PLS 5112, DATED 6/11/97.

PREPARED UNDER THE SUPERVISION OF:  
DOUGLAS H. ORT III, PLS 37066  
(303) 501-1221  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202



**EXHIBIT A (2)**  
**PAGE 1 OF 2**

**LAND DESCRIPTION**

A TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING ALL OF THAT PARCEL OF LAND DESCRIBED BY DEED RECORDED WITH THE JEFFERSON COUNTY CLERK AND RECORDER UNDER RECEPTION NO. 90066231, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6;

THENCE S88°20'17"E, 30.01 FEET TO THE POINT OF BEGINNING, BEING THE NORTHWESTERLY CORNER OF SAID PARCEL;

THENCE ALONG THE EXTERIOR OF SAID PARCEL, N89°58'20"E, 200.51 FEET;

THENCE ALONG THE EXTERIOR OF SAID PARCEL, S00°05'36"E, 617.43 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A LONG CHORD OF S44°54'24"W, 28.28 FEET;

THENCE SOUTHWESTERLY ALONG THE EXTERIOR OF SAID PARCEL, A DISTANCE OF 31.42 FEET ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00";

THENCE ALONG THE EXTERIOR OF SAID PARCEL, S89°57'02"W, 211.00 FEET;

THENCE ALONG THE EXTERIOR OF SAID PARCEL, N00°02'58"W, 406.72 FEET;

THENCE ALONG THE EXTERIOR OF SAID PARCEL, N89°57'02"E, 30.00 FEET;

THENCE ALONG THE EXTERIOR OF SAID PARCEL, N00°02'58"W, 231.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 140,086 SQUARE FEET OR 3.216 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST-WEST CENTER LINE OF THE WEST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6<sup>TH</sup> P.M., BEING N88°58'53"E USING THE COLORADO STATE PLANE COORDINATES - CENTRAL ZONE, AS MONUMENTED AT THE WEST  $\frac{1}{4}$  CORNER OF SECTION 6, FOUND ILLEGIBLE 2.0" ALUMINUM CAP, PER MONUMENT RECORD BY PLS 12405 DATED 8/16/00, AND AS MONUMENTED AT THE CENTER  $\frac{1}{4}$  CORNER OF SECTION 6, BY A FOUND 2.5" ALUMINUM CAP PLS 5112, PER MONUMENT RECORD BY PLS 5112, DATED 6/11/97.

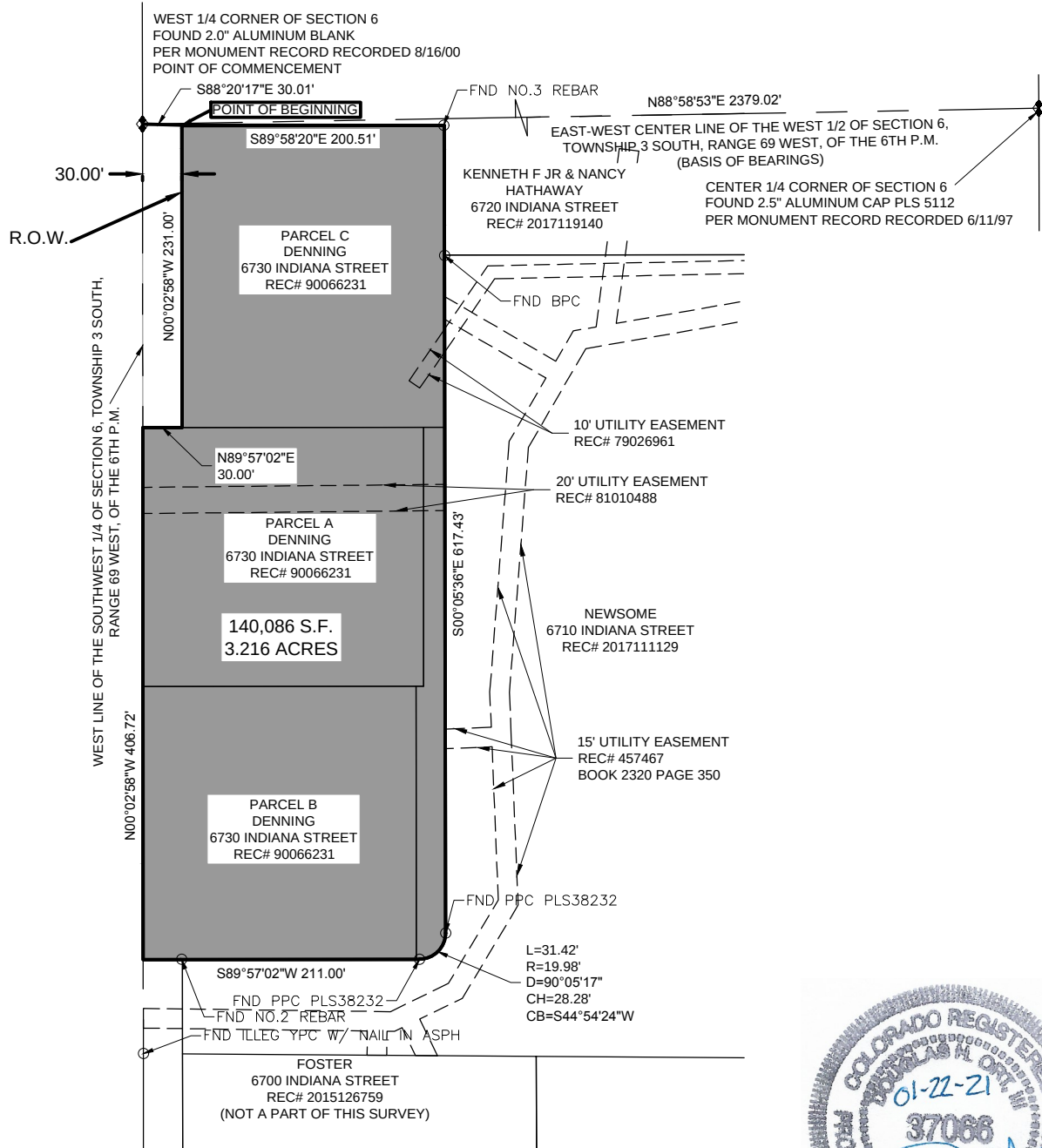
PREPARED UNDER THE SUPERVISION OF:  
DOUGLAS H. ORT III, PLS 37066  
(303) 501-1221  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202





# EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH,  
RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



SCALE: 1" = 125'  
(US SURVEY FEET)

BASIS OF BEARINGS: BEARINGS USED HEREIN  
ARE BASED ON THE EAST-WEST CENTERLINE  
OF THE WEST HALF OF SECTION 6, TOWNSHIP  
3 SOUTH, RANGE 69 WEST, OF THE 6TH P.M.,  
BEING N88°58'53"E USING THE COLORADO  
STATE PLANE COORDINATES - CENTRAL ZONE,  
AS MONUMENTED ON THE WEST BY A FOUND  
ILLEGIBLE 2.0" ALUMINUM CAP, ACCEPTED AS  
THE WEST 1/4 CORNER OF SECTION 6, PER  
MONUMENT RECORD BY PLS 12405 DATED  
8/16/00, AND AS MONUMENTED ON THE EAST  
BY A FOUND 2.5" ALUMINUM CAP PLS 5112,  
ACCEPTED AS THE CENTER CORNER OF  
SECTION 6, PER MONUMENT RECORD BY PLS  
5112, DATED 6/11/97.



20-300-75

|             |           |                                                                                                                        |
|-------------|-----------|------------------------------------------------------------------------------------------------------------------------|
| SHT. NO:    | 2 OF 2    | <b>WILSON &amp; COMPANY</b><br>1675 Broadway Suite 200<br>Denver, CO 80202<br>Phone: 303-297-2976<br>Fax: 303-297-2693 |
| SCALE:      | 1" = 125' |                                                                                                                        |
| DWN. BY:    | TJB       |                                                                                                                        |
| CHK. BY:    |           |                                                                                                                        |
| PROJ. MGR:  | DHO       |                                                                                                                        |
| CLIENT APP: |           | 6730 INDIANA STREET<br>ARVADA, CO 80007<br>COUNTY OF JEFFERSON<br>STATE OF COLORADO                                    |
| DATE:       | 6-10-2020 |                                                                                                                        |
|             | 6-10-2020 |                                                                                                                        |

**EXHIBIT B**  
**PAGE 1 OF 3**

**LAND DESCRIPTION**

A TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING ALL OF LOT 9, INDIANA BUSINESS CENTER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 6, S00°02'58"E, 930.13 FEET;

THENCE S89°35'35"E, 54.85 FEET TO THE POINT OF BEGINNING, BEING THE NORTHWESTERLY CORNER OF SAID LOT 9;

THENCE ALONG THE EXTERIOR OF SAID LOT 9, S89°35'35"E, 221.00 FEET;

THENCE ALONG THE EXTERIOR OF SAID LOT 9, S00°23'55"W, 174.97 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET, AND A LONG CHORD OF S74°26'07"W, 57.12 FEET;

THENCE WESTERLY ALONG THE EXTERIOR OF SAID LOT 9, A DISTANCE OF 57.17 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08°58'30" TO A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, AND A LONG CHORD OF S79°56'54"W, 116.35 FEET;

THENCE WESTERLY ALONG THE EXTERIOR OF SAID LOT 9, A DISTANCE OF 116.94 FEET ALONG A REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°00'02" HAVING A RADIUS OF 50.00 FEET, AND A LONG CHORD OF N45°03'05"W, 70.71 FEET;

THENCE NORTHWESTERLY ALONG THE EXTERIOR OF SAID LOT 9, A DISTANCE OF 78.54 FEET ALONG A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°00'00";

THENCE ALONG THE EXTERIOR OF SAID LOT 9, N00°03'05"W, 162.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 43,659 SQUARE FEET OR 1.002 ACRES, MORE OR LESS.



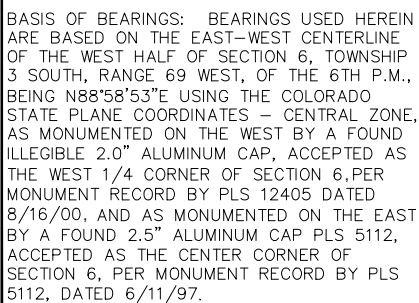
**EXHIBIT B**  
**PAGE 2 OF 3**

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST-WEST CENTER LINE OF THE WEST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH P.M., BEING N88°58'53"E USING THE COLORADO STATE PLANE COORDINATES - CENTRAL ZONE, AS MONUMENTED AT THE WEST 1/4 CORNER OF SECTION 6, FOUND ILLEGIBLE 2.0" ALUMINUM CAP, PER MONUMENT RECORD BY PLS 12405 DATED 8/16/00, AND AS MONUMENTED AT THE CENTER 1/4 CORNER OF SECTION 6, BY A FOUND 2.5" ALUMINUM CAP PLS 5112, PER MONUMENT RECORD BY PLS 5112, DATED 6/11/97.

PREPARED UNDER THE SUPERVISION OF:  
DOUGLAS H. ORT III, PLS 37066  
(303) 501-1221  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202



LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH,  
RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



|             |  |           |  |
|-------------|--|-----------|--|
| SHT. NO:    |  | 3 OF 3    |  |
| SCALE:      |  | 1" = 125' |  |
| DWN. BY:    |  | DATE:     |  |
| TJB         |  | 6-10-2020 |  |
| CHK. BY:    |  |           |  |
| PROJ. MGR:  |  |           |  |
| DHO         |  | 6-10-2020 |  |
| CLIENT APP: |  |           |  |

**WILSON  
& COMPANY**

1675 Broadway Suite 200  
Denver, CO 80202  
Phone: 303-297-2976  
Fax: 303-297-2693

LOT 9  
INDIANA BUSINESS CENTER  
CITY OF ARVADA  
COUNTY OF JEFFERSON  
STATE OF COLORADO

20-300-75

**EXHIBIT C**  
**PAGE 1 OF 3**

**LAND DESCRIPTION**

A TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING ALL OF LOT 10, INDIANA BUSINESS CENTER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6;

THENCE ALONG THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 6, S00°02'58"E, 930.13 FEET;

THENCE S89°35'35"E, 275.85 FEET TO THE POINT OF BEGINNING, BEING THE NORTHWESTERLY CORNER OF SAID LOT 10;

THENCE ALONG THE EXTERIOR OF SAID LOT 10, S89°35'35"E, 276.22 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 253.09 FEET, AND A LONG CHORD OF S14°48'54"E, 132.95 FEET;

THENCE SOUTHERLY ALONG THE EXTERIOR OF SAID LOT 10, A DISTANCE OF 134.52 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°27'15" TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AND A LONG CHORD OF S29°59'57"W, 43.28 FEET;

THENCE SOUTHWESTERLY ALONG THE EXTERIOR OF SAID LOT 10, A DISTANCE OF 52.32 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 119°53'55";

THENCE ALONG THE EXTERIOR OF SAID LOT 10, S89°56'55"W, 219.98 FEET TO A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET, AND A LONG CHORD OF S84°26'07"W, 70.13 FEET;

THENCE WESTERLY ALONG THE EXTERIOR OF SAID LOT 10, A DISTANCE OF 70.23 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°01'30";

THENCE ALONG THE EXTERIOR OF SAID LOT 10, N00°23'55"E, 174.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 49,062 SQUARE FEET OR 1.126 ACRES, MORE OR LESS.





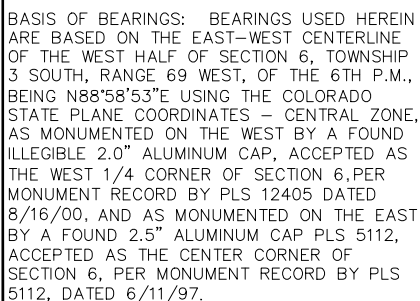
**EXHIBIT C**  
**PAGE 2 OF 3**

BASIS OF BEARINGS: BEARINGS USED HEREIN ARE BASED ON THE EAST-WEST CENTER LINE OF THE WEST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST, OF THE 6TH P.M., BEING N88°58'53"E USING THE COLORADO STATE PLANE COORDINATES - CENTRAL ZONE, AS MONUMENTED AT THE WEST 1/4 CORNER OF SECTION 6, FOUND ILLEGIBLE 2.0" ALUMINUM CAP, PER MONUMENT RECORD BY PLS 12405 DATED 8/16/00, AND AS MONUMENTED AT THE CENTER 1/4 CORNER OF SECTION 6, BY A FOUND 2.5" ALUMINUM CAP PLS 5112, PER MONUMENT RECORD BY PLS 5112, DATED 6/11/97.

PREPARED UNDER THE SUPERVISION OF:  
DOUGLAS H. ORT III, PLS 37066  
(303) 501-1221  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202



LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH,  
RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



|                            |                           |                                                                                                                                                                               |
|----------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SHT. NO:<br><b>3 OF 3</b>  |                           |  1675 Broadway Suite 200<br>Denver, CO 80202<br>Phone: 303-297-2976<br>Fax: 303-297-2693 |
| SCALE:<br><b>1" = 125'</b> |                           |                                                                                                                                                                               |
| DWN. BY:<br><b>TJB</b>     | DATE:<br><b>6-10-2020</b> | <b>LOT 10</b><br><br><b>INDIANA BUSINESS CENTER</b><br><br><b>CITY OF ARVADA</b><br><br><b>COUNTY OF JEFFERSON</b><br><br><b>STATE OF COLORADO</b>                            |
| CHK. BY:                   |                           |                                                                                                                                                                               |
| PROJ. MGR:<br><b>DHO</b>   | <b>6-10-2020</b>          |                                                                                                                                                                               |
| CLIENT APP:                |                           |                                                                                                                                                                               |



## REPORT TO CITY COUNCIL

AGENDA ITEM  
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: Appointment to the Park Advisory Committee

### **Report in Brief**

City Council needs to make one appointment to the Park Advisory Committee.

I move to **Appoint** Ann Woods to the Park Advisory Committee for an unexpired term ending April 30, 2022.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 5/5/2021

Approved by:

Rachel Morris, City Attorney 5/5/2021

Lorie Gillis, Deputy City Manager 5/5/2021

Mark Deven, City Manager 5/5/2021

Enclosure, exhibits & attachments required to support the report



## REPORT FROM CITY COUNCIL

AGENDA ITEM  
12.A.

DATE: May 17, 2021

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

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

| Council Member | Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Marc Williams  | Arvada Urban Renewal Authority<br>E-470 Authority (alternate)<br>Jefferson Parkway Public Highway Authority<br>Northwest Parkway Authority (Associate Member) (alternate)<br>Urban Drainage and Flood Control District<br>West Connect Coalition<br>*Metro Mayors Caucus                                                                                                                                                                                                                  |
| Dot Miller     | Adams County Economic Development Association<br>Arvada Municipal Court/Judicial Committee<br>CML Policy Committee<br>Jefferson County Community Corrections Board (alternate)<br>Smart City Advisory Committee                                                                                                                                                                                                                                                                           |
| Bob Fifer      | Apex Coordinating Committee<br>Arvada Fire Protection District Coordinating Committee<br>Arvada Transportation Committee<br>Denver Regional Council of Governments<br>Jefferson County R-1 Schools Coordinating Committee<br>Jeffco Transportation Action & Advisory Group (JEFFTAAG)<br>Smart City Advisory Committee                                                                                                                                                                    |
| Nancy Ford     | Arvada Center for the Arts and Humanities<br>Arvada Sustainability Advisory Committee<br>Arvada Visitors Center Committee (alternate)<br>Rocky Flats Stewardship Council                                                                                                                                                                                                                                                                                                                  |
| David Jones    | E-470 Authority (alternate)<br>Jefferson County Community Corrections Board<br>Jefferson County R-1 Schools Coordinating Committee<br>Jefferson Economic Development Council (JEDC)<br>Jefferson Parkway Public Highway Authority<br>Northwest Parkway Authority (Associate Member) (alternate)<br>West Connect Coalition (alternate)                                                                                                                                                     |
| John Marriott  | Adams County Economic Development Association (alternate)<br>Apex Coordinating Committee<br>Arvada Audit Committee<br>Arvada Economic Development Association Board<br>Arvada Municipal Court/Judicial Committee<br>CML Policy Committee<br>Denver Regional Council of Governments (alternate)<br>Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate)<br>Olde Town Business Improvement (BID) District<br>Rocky Mountain Metropolitan Airport Community Noise Roundtable |
| Lauren Simpson | Arvada Audit Committee<br>Arvada Fire Protection District Coordinating Committee<br>Arvada Visitors Center Committee<br>Smart City Advisory Committee                                                                                                                                                                                                                                                                                                                                     |

\*Asterisked committees are not appointed by Council





## REPORT TO CITY COUNCIL

AGENDA ITEM  
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: May 17, 2021

SUBJECT: Review of Future Workshops and Presentations

### **Report in Brief**

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager, Mark Deven, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:  
Chris Koch, CCO Admin

Reviewed by:

Approved by:

|                                   |          |
|-----------------------------------|----------|
| Rachel Morris, City Attorney      | 5/3/2021 |
| Lorie Gillis, Deputy City Manager | 5/5/2021 |
| Mark Deven, City Manager          | 5/5/2021 |

Enclosure, exhibits & attachments required to support the report

# 2021 CITY COUNCIL WORKSHOPS, PRESENTATIONS AND RETREATS (TENTATIVE)

| <b>WORKSHOPS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Date</b> | <b>Lead</b>    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|
| <b>Water Infrastructure Master Plan Update</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | May 10      | Utilities      |
| <b>Waste Hauling Update</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | May 10      | CMO            |
| <b>Metro Districts – 45 minutes</b><br>Metro districts and their use of financing to fund public infrastructure has been a hot button topic over the past several years. With the use of metro districts increasing in and around Arvada, it is important to insure that the City's foundational documents related to Metro Districts reflect both the current best practices related to the use of Metro Districts and that the Ordinance and model service plan reflects the City Council's vision for what the City's documents should contain before the City considers new metro districts in Arvada.<br><br>During this workshop we will discuss an updated draft to the City's metro district ordinance and model service plan and seek feedback as to the documents proposed content.<br><br>Next Steps: Based on City Council feedback, update the proposed metro district ordinance and model service plan and bring forward to City Council for a public hearing for adoption. | May 24      | CED            |
| <b>Business Meeting – No workshops</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | June 14     |                |
| <b>Appointee Evaluations (rescheduled from June - Do not schedule any workshops)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | July 12     |                |
| <b>Traffic Calming Pilot Projects Update – 45-60 minutes (Keep this agenda light)</b><br>The Mobility and Planning Innovations (MPI) Division of Public Works will be presenting an update on the Traffic Calming Pilot Projects for W 57th Ave and Grandview Ave near Olde Town, and provide City Council with next steps related to a citywide Traffic Calming Program that supports the Police Department and Public Works Department initiatives on traffic safety. The presentation will briefly recap public outreach results and how citizen input has been incorporated into the pilot projects.                                                                                                                                                                                                                                                                                                                                                                                  | July 26     | PW             |
| <b>10-year model</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Aug 9       | Fin            |
| <b>CIP Update</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Aug 23      |                |
| <b>Budget Presentation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Sept 27     | Fin            |
| <b>Pay Plan</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Oct 11      | Fin            |
| <b>Communications Update</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Oct 25      | CMO            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Nov 22      |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Dec 13      |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |                |
| <b>Meyers Pool</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | TBD         | CMO            |
| <b>City Marketing Plan</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | TBD         | CMO            |
| <b>Traffic Violation Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | TBD         | PW             |
| <b>Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds</b><br>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/<br>CMO |
| <b>Fiber Master Plan</b><br>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 collocate opportunities, IGA member updates, and connections to current assets (city buildings, traffic, signals, utilities, radio, etc.).                                                                                                                                                                                                                                                                                                            | TBD         | PW             |

|                                                                                                                                                                                                                                                                                                                                                                  |        |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|
| <b>Community Survey Update</b><br>The purpose of this item is to continue a discussion with Council about the Community Survey results and what the City team is doing to apply what is learned. Discussion will include an update on action plans targeting key drivers of the City's 5-star rating as well as how Worksystems are targeting specific measures. | TBD    | CMO       |
| <b>Problem Properties</b>                                                                                                                                                                                                                                                                                                                                        | TBD    | P.D.      |
| <b>Water Storage – Plan B (include with master plan presentation)</b>                                                                                                                                                                                                                                                                                            | TBD    | Utilities |
| <b>Activation of Historical Assets</b>                                                                                                                                                                                                                                                                                                                           | TBD    | VCN       |
| <b>N.W. Arvada</b>                                                                                                                                                                                                                                                                                                                                               | TBD    | CED       |
| <b>Body Worn Cameras</b>                                                                                                                                                                                                                                                                                                                                         | TBD    | PD        |
| <b>Customer Service Philosophy</b>                                                                                                                                                                                                                                                                                                                               | TBD    | CMO       |
| <b>Ask Arvada Update</b>                                                                                                                                                                                                                                                                                                                                         | TBD    | CMO       |
| <b>Diversity and Equity Committee</b>                                                                                                                                                                                                                                                                                                                            | TBD    | CMO       |
|                                                                                                                                                                                                                                                                                                                                                                  |        |           |
|                                                                                                                                                                                                                                                                                                                                                                  |        |           |
| <b>COUNCIL JOINT MEETINGS/DINNERS:</b>                                                                                                                                                                                                                                                                                                                           |        |           |
| Denver Water Board<br>Apex Board<br>AURA Board<br>Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year<br>Jefferson Parkway Meeting with Jeffco and Broomfield<br>Council Annual Retreat                                                                                                                                               | May 14 |           |