

City of Arvada

City Council Agenda

APRIL 5, 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 Marriott
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. March 15, 2021 City Council Meeting
5. Recognitions and Communications
 - A. Proclamation for National Child Abuse Prevention and Awareness Month - presented by Mayor Pro Tem Miller
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R21-052 A Resolution Authorizing an Agreement by the City of Arvada and Badger Meter Inc. for Goods Required for the Automated Metering Infrastructure (AMI) Project
 2. R21-053 A Resolution Approving the 2021 Arvada Visitors Center Strategic Plan

3. R21-054 A Resolution Authorizing the Adoption of the City of Arvada 2019 Water Conservation Plan
4. R21-055 A Resolution for Approval of the Corrected 2020 Community Development Block Grant (CDBG) Funding Budget From the Original Approved Entitlement of \$470,068.00 to the Actual Approved Entitlement of \$469,996.00
5. R21-056 A Resolution Approving the Issuance of the Jefferson County Housing Authority D/B/A Foothills Regional Housing Multifamily Housing Revenue Bonds (Allison Village Project) in One or More Series in the Aggregate Principal Amount Not to Exceed \$19,000,000 (the "Bonds") Solely for the Purpose of Satisfying Section 147(f) of the Internal Revenue Code of 1986
6. R21-057 A Resolution Accepting the Granting of an Easement by the City of Arvada to Public Service Company of Colorado for the Purpose of Installing New Electric Service
7. R21-058 A Resolution Authorizing a Purchase and Sale Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1

B. Resolutions

1. R21-059 A Resolution Authorizing the City of Arvada to Continue Its Participation in an Intergovernmental Agreement Supporting and Funding the Rocky Mountain Greenway Trail Project Extensions at Indiana Street and Colorado Highway 128 in an Amount Not to Exceed \$243,000.00
2. R21-060 A Resolution Authorizing an Amendment to to the Intergovernmental Agreement No. 500817 by and Between the City of Arvada and Denver Water
3. R21-061 A Resolution Authorizing an Intergovernmental Agreement by and Between the City of Arvada and Apex Park and Recreation District to Offset \$431,000 of Expenses Related to the COVID-19 Pandemic
4. R21-062 A Resolution Authorizing an Amendment to an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation for Wadsworth Turn Lanes
5. R21-063 A Resolution Authorizing a Grant Agreement between the City of Arvada and Jefferson County for Emergency Rental Assistance
6. R21-064 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for CARES Act Funding in the Amount of \$276,525.00
7. R21-065 A Resolution Permanently Ratifying the City Manager's Temporary Authorization of an Intergovernmental Agreement By and Between the City of Arvada, the County of Jefferson, and the City of Lakewood Authorizing the Severe Weather Shelter Network (SWSN) to be a Subrecipient of Community Development Block Grant (CDBG) Funds - CFDA # 14.218

C. Ordinances (First Reading)

1. CB21-013 An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)
2. CB21-014 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)
3. CB21-015 An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)

9. Other

A. Appointments to Boards and Commissions

10. Public Hearings - 6:15 PM
 - A. Ratification and Approval of CP2021-0001 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Lazy Susan from Jefferson County R-1 (Residential) Zoning to RN-12.5 (Residential Neighborhood) Zoning with an Amendment to Suburban Residential, Located at 16770 and 16790 West 63rd Place
 - B. R21-066 A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Lazy Susan, 16770 & 16790 W. 63rd Place
 - C. CB21-009 An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place (Ordinance No. 4756)
 - D. CB21-010 An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place (Ordinance No. 4757)
 - E. CB21-011 An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4758)
 - F. CB21-012 An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4759)
 - G. Major Modifications for Wet Rabbit Car Wash, Generally Located at 9159 Kendrick Street
11. Public Comment - Five Minute Limit
12. Reports from City Council
 - A. Council Committee Reports
13. Reports from City Manager
 - A. Review of Future Workshops and Presentations
14. Reports from City Attorney
15. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD MARCH 15, 2021

1. Executive Session – Via Zoom – 5:00 p.m.

Mayor Williams, Mayor Pro Tem Miller, Councilmember Fifer, Councilmember Ford, Councilmember Jones, Councilmember Marriott, and Councilmember Simpson were present all present via Zoom.

A. Legal Advice, Pursuant to CRS 24-6-402(4)(b) Related to Approval of Mill and Overlay Contracts

Mayor Pro Tem Miller moved to go into Executive Session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) Related to Approval of Mill and Overlay Contracts.

The following votes were cast on the Motion:

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

The Motion was Approved

1. Call to Order - 6:10 p.m.

Due to the storm, city hall was closed and in accordance with physical distancing guidelines, this Arvada City Council meeting was held remotely using webinar technology. Mayor Williams, Mayor Pro Tem Miller, Councilmember Fifer, Councilmember Ford, Councilmember Jones, Councilmember Marriott and Councilmember attended remotely via Zoom. Members of the public were given notice with instructions on how to participate with public comment.

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor 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; and Kristen Rush, City Clerk.

4. Approval of Minutes of the March 1, 2021 City Council Meeting

The minutes stand approved.

5. Recognition and Communication - none

6. Presentations - none
7. Public Comment
 - A.. Daniel Mondragon, Arvada resident, addressed council regarding the DEI Taskforce.
8. New Business
 - A. Consent Agenda
 1. R21-043 A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CM/GC) Services, Construction Package 1, West 72nd Avenue - Kipling Street to Simms Street in the Amount of \$1,371,181.73
 2. R21-044 A Resolution Authorizing an Agreement By and Between the City of Arvada and RockSol Consulting Group, Inc. in the Amount of \$370,796.00 for Engineering Design Services for the Alkire Street Trail from W. 78th Avenue to W. 80th Avenue
 3. R21-045 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Relief Municipal Court Judge
 4. R21-046 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Relief Municipal Judge
 5. R21-047 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Miller Leonard as a Relief Municipal Court Judge
 6. R21-048 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Relief Municipal Court Judge
 7. R21-049 A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$285,299.00 to Transwest Truck Trailer RV for the Purchase of a Snow Plow Truck

Councilmember Marriott moved that R21-043, A Resolution Authorizing an Agreement By and Between the City of Arvada and SEMA Construction, Inc. for Construction Manager/General Contractor (CM/GC) Services, Construction Package 1, West 72nd Avenue - Kipling Street to Simms Street in the Amount of \$1,371,181.73; R21-044, A Resolution Authorizing an Agreement By and Between the City of Arvada and RockSol Consulting Group, Inc. in the Amount of \$370,796.00 for Engineering Design Services for the Alkire Street Trail from W. 78th Avenue to W. 80th Avenue; R21-045, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Relief Municipal Court Judge; R21-046, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Relief Municipal Judge; R21-047, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Miller Leonard as a Relief Municipal Court Judge; R21-048, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Relief Municipal Court Judge; R21-049, A Resolution Authorizing the Issuance of a Purchase Order in the Amount of \$285,299.00 to Transwest Truck Trailer RV for the Purchase of a Snow Plow Truck, 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. R21-050 A Resolution Authorizing an Intergovernmental Agreement Between the City and County of Denver Acting By and Through Its Board of Water Commissioners “Denver Water”, the City of Arvada and North Table Mountain Water & Sanitation District for the Planned Shutdown of Ralston Reservoir to Perform the Ralston Reservoir Dam Upstream Control Renovation Project

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

Councilmember Ford moved that R21-050, A Resolution Authorizing an Intergovernmental Agreement Between the City and County of Denver Acting By and Through Its Board of Water Commissioners “Denver Water”, the City of Arvada and North Table Mountain Water & Sanitation District for the Planned Shutdown of Ralston Reservoir to Perform the Ralston Reservoir Dam Upstream Control Renovation Project, be approved.

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

2. R21-051 A Resolution Authorizing a Tenth Extension of the Effective Date of the City Manager's Declaration of Emergency Relating to the Novel Coronavirus (COVID-19) and the Associated Public Health Crisis

Rachel Morris, City Attorney, reviewed this resolution with council.

Councilmember Fifer moved that R21-051, A Resolution Authorizing a Tenth Extension of the Effective Date of the City Manager's Declaration of Emergency Relating to the Novel Coronavirus (COVID-19) and the Associated Public Health Crisis, be approved with the amendment for the date of April 30, 2021

The following votes were cast on the Motion

Those voting yes: Williams, Miller, Fifer, Ford, Jones, Simpson
Those voting no: Marriott
The Motion was Approved

C. Ordinances (First Reading)

1. CB21-009 An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)
2. CB21-010 An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)

3. CB21-011 An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)
4. CB21-012 An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado (Public Hearing to be set for April 5, 2021 at 6:15 p.m.)

Councilmember Marriott requested that CB21-011 be voted on separately.

Mayor Pro Tem Miller moved that CB21-009, An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd; CB21-010, An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place; CB21-012, An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado, be approved on first reading, ordered published in full and a Public Hearing set for April 5, 2021 at 6:15 p.m.

The following votes were cast on the Motion

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

The Motion was Approved

Mayor Pro Tem Miller moved that CB21-011, An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado, be approved on first reading, ordered published in full and a Public Hearing set for April 5, 2021 at 6:15 p.m.

Councilmember Marriott said that he owns two adjoining properties to this tract of land is requesting to abstain from this vote.

Councilmember Simpson moved to excuse Councilmember Marriott from voting on this item.

The following votes were cast on the Motion made by Councilmember Miller

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

Those abstaining: Marriott

The Motion was Approved

The following votes were cast on the Motion

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

Those abstaining: Marriott

The Motion was Approved

9. Public Hearings - 6:15 p.m.
 - A. Conditional Use for Morgan Ralston Creek, Generally Located at 9881 W. 58th Avenue

Mayor Williams opened the public hearing on the Conditional Use for Morgan Ralston Creek.

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: Lauren Brockman, Representing Applicant
 Bonnie Niziolek, Representing Applicant
 Ryan Sugden, Representing adjacent property owner
 Carolyn White, Representing Applicant

Councilmember Marriott moved that the Conditional Use for Morgan Ralston Creek, Generally Located at 9881 W. 58th Avenue, be approved with the conditions recommended by Planning Commission and this only apply to option 2 as shown in the packet which does not include the removal of Good Times restaurant.

The following votes were cast on the Motion
Those voting yes: Williams, Miller, Fifer, Ford, Jones, Marriott, Simpson
The Motion was Approved

Councilmember Fifer moved that the Conditional Use for Morgan Ralston Creek, Generally Located at 9881 W. 58th Avenue, be approved with the conditions recommended by the Planning Commission this is for option one which is the removal of, or assuming that the Good Times is no longer there, and that the main amenity of the complex leasing offices is on 58th Avenue. This motion is made on the findings of fact adopted by the Planning Commission.

The following votes were cast on the Motion
Those voting yes: Williams, Miller, Fifer, Ford, Simpson
Those voting no: Marriott, Jones
The Motion was Approved

B. Conditional Use Application for Clear Creek Commons, Approximately Located at the Southeast Corner of West 52nd Avenue and Marshall Street (continued from March 1, 2021)

Councilmember Simpson stated that the developer of this property reached out to her shortly after she was elected, pre-concept for this proposal regarding uses for the property but had no involvement in the design in creating the development and that it will not impact her vote on this matter.

Mayor Williams opened the public hearing on the Conditional Use Application for Clear Creek Commons.

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: Ilan Salzberg, Representing Applicant

Councilmember Simpson moved that Conditional Use Application for Clear Creek Commons, Approximately Located at the Southeast Corner of West 52nd Avenue and Marshall Street be approved for

a five story residential project similar to the conceptual drawings presented to the Planning Commission. This motion is based on the findings of fact adopted by the Planning Commission.

The following votes were cast on the Motion

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

The Motion was Approved

Councilmember Simpson moved that Conditional Use Application for Clear Creek Commons, Approximately Located at the Southeast Corner of West 52nd Avenue and Marshall Street be approved without the condition for the four-story building and based on the similar to the conceptual drawings presented to the Planning Commission and the City Council. This motion is based on the findings of fact adopted by the Planning Commission.

The following votes were cast on the Motion

Those voting yes: Ford

Those voting no: Williams, Miller, Fifer, Jones, Marriott, Simpson

The Motion Failed

- C. CB21-007 An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)) (Ordinance No. 4754)

Mayor Williams opened the public hearing on CB21-007.

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

No one wishing to speak for or against, the public hearing was closed.

Councilmember Ford moved that CB21-007, An Ordinance Authorizing the Second Amendment to the 2021 Operating and Capital Budget in the Amount of \$1,650,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 64th Avenue & Simms Street and West 80th Avenue & Vance Drive, Project No. 20-TC-01 (CDOT Project No. SHO M040-037 (24218)), be approved on final reading, numbered 4754 and ordered published by title only.

The following votes were cast on the Motion

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

The Motion was Approved

- D. CB21-008 An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to

the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)) (Ordinance No. 4755)

Mayor Williams opened the public hearing on CB21-008.

Bryan Archer, Director of Finance, reviewed this ordinance with council.

No one wishing to speak for or against, the public hearing was closed.

Councilmember Marriott moved that CB21-008, An Ordinance Authorizing the Third Amendment to the 2021 Operating and Capital Budget in the Amount of \$450,000.00 and Authorizing an Intergovernmental Agreement Between the City of Arvada and the State of Colorado Acting By and Through the Department of Transportation, Pertaining to the Signal Replacements at West 58th Avenue & Kipling Parkway, Project No. 20-TC-02 (CDOT Project No. SHO M040-034 (22278)), be approved on final reading, numbered 4755 and ordered published by title only.

The following votes were cast on the Motion

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

The Motion was Approved

10. Public Comment - Five Minute Limit - none
11. City Council Reports
 - A. Mayor Williams would like to have a discussion about bringing multiple options on land use items to council.
 - B. Councilmember Simpson agrees with Mayor Williams.
 - C. Councilmember Jones agrees with Mayor Williams and Councilmember Simpson.
 - D. Councilmember Fifer agrees with Mayor Williams regarding options.
12. City Manager Reports
 - A. Mark Deven, City Manager, reviewed the upcoming Workshop Schedule.
13. City Attorney Reports – none
14. Adjournment at 9:10 p.m.

Marc Williams, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: Proclamation for National Child Abuse Prevention and Awareness Month - presented by Mayor Pro Tem Miller

Report in Brief

The City of Arvada is proud to partner with Ralston House child advocacy center in recognizing April as Child Abuse Prevention Month on behalf of the many children who were interviewed at Ralston House in 2020, as well as the children and teens who are suspected of being sexually or physically abused. These children and their families directly benefit from the family-friendly care provided at Ralston House in 2020 and beyond.

Ralston House provides comprehensive services to child victims and their families as they begin the healing process after traumatic experiences. During the month of April, our community joins with those who have suffered abuse by planting pinwheel gardens of hope. The fundraising goal for 2021 is \$60,000 which will be raised from large community gardens and from selling individual pinwheels. As our streets and neighborhoods become planted with pinwheels, we encourage all Arvada citizens to join in renewing our commitment to preventing child abuse and learning what we can do to promote the safety and well-being of children.

A representative from Ralston House will accept the Proclamation.

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Toni Riebschlager, Law Office Administrator 3/22/2021

Approved by:

Rachel Morris, City Attorney 3/22/2021

Lorie Gillis, Deputy City Manager 3/24/2021

Mark Deven, City Manager 3/25/2021

Enclosure, exhibits & attachments required to support the report

Proclamation



CITY OF ARVADA

- WHEREAS,** although every child deserves to grow up in a nurturing environment, free from harm and fear, all children do not receive appropriate care; in fact, too many children become victims at the hands of abusive perpetrators; and
- WHEREAS,** Arvada has dedicated individuals and organizations who work daily to counter the problem of child abuse and to help parents obtain the assistance they need; and
- WHEREAS,** our community is stronger when all citizens become aware of child abuse prevention and become involved in supporting parents to raise their children in a safe and nurturing environment; and
- WHEREAS,** effective child abuse prevention programs, such as Ralston House, succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies and the business community; and
- WHEREAS,** it is up to us as a community to work tirelessly to end the abuse through awareness and action; and
- WHEREAS,** all citizens, community agencies, faith organizations and businesses will work to increase their efforts to support families;

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and the Arvada City Council hereby designate the month of April 2021 as CHILD ABUSE PREVENTION MONTH. We encourage all Arvada citizens to join in renewing our commitment to preventing child abuse and learning what we can do to promote the safety and well-being of children. Every responsible person will agree that even one abused child is too many.

Dated this 5th day of April, 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
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: Consent Agenda

Report in Brief

8.A.1. R21-052 A Resolution Authorizing an Agreement by the City of Arvada and Badger Meter Inc. for Goods Required for the Automated Metering Infrastructure (AMI) Project

8.A.2. R21-053 A Resolution Approving the 2021 Arvada Visitors Center Strategic Plan

8.A.3. R21-054 A Resolution Authorizing the Adoption of the City of Arvada 2019 Water Conservation Plan

8.A.4. R21-055 A Resolution for Approval of the Corrected 2020 Community Development Block Grant (CDBG) Funding Budget From the Original Approved Entitlement of \$470,068.00 to the Actual Approved Entitlement of \$469,996.00

8.A.5. R21-056 A Resolution Approving the Issuance of the Jefferson County Housing Authority D/B/A Foothills Regional Housing Multifamily Housing Revenue Bonds (Allison Village Project) in One or More Series in the Aggregate Principal Amount Not to Exceed \$19,000,000 (the "Bonds") Solely for the Purpose of Satisfying Section 147(f) of the Internal Revenue Code of 1986

8.A.6. R21-057 A Resolution Accepting the Granting of an Easement by the City of Arvada to Public Service Company of Colorado for the Purpose of Installing New Electric Service

8.A.7. R21-058 A Resolution Authorizing a Purchase and Sale Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1

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:

Janet Newman, Administrative Specialist

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: April 5, 2021

SUBJECT: R21-052 A Resolution Authorizing an Agreement by the City of Arvada and Badger Meter Inc. for Goods Required for the Automated Metering Infrastructure (AMI) Project

Report in Brief

In 2021, the Utilities team is embarking on a transition of the water metering system from radio-based to a cellular-based system. This process will take five years to complete and will be completed with existing team member levels. In order to complete this project, our team will be purchasing approximately \$2,100,000 annually of goods under a Sole Source agreement with Badger Meter.

Badger Meter is a supplier of certain pipe and water meter materials uniquely compatible with the types of metering equipment used by Arvada and accordingly has been designated as a "sole source" provider as permitted in the City of Arvada's current purchasing ordinance.

Historically, the City team has not brought routine pricing changes associated with this Sole Source agreement to City Council for approval. For the purposes of transparency, we will be doing this going forward. The Change Order includes an updated pricing list, including pricing for the meters with modern cellular-based technology.

The Arvada team recommends that the City Council approve R21-052, A Resolution Authorizing an Agreement by the City of Arvada and Badger Meter Inc. for Goods Required for the Automated Metering Infrastructure (AMI) Project.

Financial Impact

The Arvada team is utilizing existing funds in operational/rate funds to support this project.

- a) The total cost of the project over five years is estimated at \$10,500,000;
- b) The following accounts will be utilized for the project (41.735030.58105 & 41.735030.53003);
- c) Five-year project timeline, then ongoing maintenance costs;
- d) Water rates are supporting the reinvestment which are collected and expended within the Utility Enterprise Funds.

Background

In 2005, the City and Badger Meter (Previously National Meter & Automation Inc.) entered into a Sole Source Agreement to provide the City of Arvada with water meters. The materials and equipment provided by Badger Meter is uniquely compatible with the types of metering equipment used by Arvada and accordingly has been designated as a "sole source" provider as permitted in the City of Arvada purchasing ordinance.

Each year, meters are replaced on a rotating schedule. Approximately 700 meters are purchased each month under this Sole Source Agreement.

Beginning in 2021, the City is adopting a new type of metering technology. This transition will move the water metering system into a cellular-based remote reading system. This will allow us to take advantage of BEACON Advanced Metering

Analytics (AMA), a software-as-a-service offering that collects and analyzes data within the distribution network to improve operational awareness. We will utilize EyeOnWater consumer engagement tools which will allow our customers to view their usage activity and to gain greater understanding and control of the water they consume.

This resolution will provide the flexibility to purchase and receive the inventory of meters efficiently as our team will need almost 700 units a month to implement the replacement program.

Discussion

The industry standard for water metering is moving toward continuous data reading, instead of simply getting a read once every two months for customers. Transitioning to cellular-read meters supports our Smart City vision and raises the bar on the level of service that we provide our customer. With the new meters, customers will be able to access information on their water consumption not only on their water bill, but through online tools and apps. Our customers who are interested in water conservation and lowering their bills will be able to understand their consumption patterns, consider opportunities to conserve water, and adjust their patterns of consumption. Our team is currently pilot testing the EyeOnWater app, which can access data from the new meters at any time, and also has the capability to send a phone notification if a leak is detected.

Currently, the Utility team is using an antiquated drive-by system that is in some cases over 20 years old. As these old meter units fail, they need to be replaced. New technology allows replacement options to be purchased at a similar cost to that of the old units which can utilize wireless cellular networks to support the function of meter reading and expand our ability to provide better customer service. This project will provide the ability for the Utility team to move away from the drive-by system, saving valuable labor, and moving that labor into more valuable and technical roles, like data interpretation, backflow protection, leak detection, auditing, and water loss auditing. We also anticipate reduced mileage on City vehicles.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A.

Strategic Alignment

This project and the recommended resolution aligns with the Infrastructure Priority Area within the City Council Strategic Plan. Specifically, the recommended action aligns with the following Principle:

Provides the community with a safe, reliable, high-quality water supply. This includes maintaining utility rates at lowest practical levels with accurate billing that supports the replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-052, A Resolution Authorizing an Agreement by the City of Arvada and Badger Meter Inc. for Goods Required for the Automated Metering Infrastructure (AMI) Project.

Suggested Motion:

SUBJECT: R21-052 A Resolution Authorizing an Agreement by the City of Arvada and Badger Meter Inc. for Goods Required for the Automated Metering Infrastructure (AMI) Project

PAGE: 3
ITEM: 8.A.1.

I move that R21-052, A Resolution Authorizing an Agreement by the City of Arvada and Badger Meter Inc. for Goods Required for the Automated Metering Infrastructure (AMI) Project, be (approved) (rejected).

Prepared by:

Chris Kampmann, Water System Manager

Reviewed by:

Craig Poley, Chief Information Officer 3/22/2021

Hannah Gregory, Legal Administrative Assistant 3/23/2021

Erika Pierce, Litigation Paralegal 3/24/2021

Approved by:

Sharon Israel, Director of Utilities 3/22/2021

Bryan Archer, Director of Finance 3/22/2021

Brad Moloney, Deputy City Attorney 3/25/2021

Rachel Morris, City Attorney 3/25/2021

Lorie Gillis, Deputy City Manager 3/25/2021

Mark Deven, City Manager 3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-052

A RESOLUTION AUTHORIZING AN AGREEMENT BY THE CITY OF ARVADA
AND BADGER METER INC. FOR GOODS REQUIRED FOR THE AUTOMATED
METERING INFRASTRUCTURE (AMI) PROJECT

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 Badger Meter Inc. for the Automated Metering Infrastructure (AMI) in an amount not to exceed \$10,500,000.00.

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

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

PURCHASE AGREEMENT FOR WATER METERS AND RELATED EQUIPMENT

1.0 PARTIES. The parties to this Agreement are National Meter & Automation, Inc., whose address is 9800 E. Easter Ave., Suite 130, Centennial, CO 80112 (hereinafter, "Vendor") and the City of Arvada, a Colorado home rule municipality, 8101 Ralston Road, P. O. Box 8101, Arvada, CO, 80001-8101 (hereinafter the "City" or "Arvada").

2.0 RECITALS AND PURPOSE.

- 2.1 Vendor is a supplier of certain pipe and water meter supplies and equipment uniquely compatible with the types of metering equipment used by Arvada, and accordingly has been designated as a "sole source" provider as permitted in the City of Arvada purchasing ordinance.
- 2.2 Arvada wishes to purchase meter supplies and equipment as needed during the term of this Agreement and Vendor has agreed to so provide said supplies and equipment under the terms and conditions more fully set forth herein below.

3.0 TERMS AND CONDITIONS.

- 3.1 Vendor agrees to supply such supplies and equipment as are within its product line and as may be required by Arvada based upon orders submitted by the Arvada Water Transmission and Distribution Division. The parties understand and agree the purchases made by Arvada will be made based on an "as needed" basis determined solely and exclusively by Arvada, and that no minimum purchase amount is hereby represented or guaranteed.
- 3.2 The supplies and equipment ordered by Arvada shall be promptly delivered, in good, merchantable, and useable condition, promptly, FOB, to the Arvada Indiana Shops, 6701 Indiana Street, or to such other address and location within Arvada as the parties may mutually agree.
- 3.3 Vendor agrees that during the calendar year 2005, the pricing of its supplies and equipment shall be as set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Vendor may adjust the prices for said equipment and supplies thereafter, and shall provide Arvada at least 30 days' notice prior to any such increase. Any supplies or equipment not specified in Exhibit "A" shall be charged to Arvada according to Vendor's most current published price list. All prices quoted by Vendor are inclusive of all stocking charges, loading charges, and delivery fees, if any.
- 3.4 Arvada shall be entitled to all manufacturer and Vendor warranties affecting or pertaining to the supplies and equipment purchased. All warranties or guarantees provided by Vendor or the manufacturer are by this reference incorporated herein.

- 3.5 Payment by Arvada shall be made within 30 days following receipt of the supplies or equipment ordered by Arvada. Vendor shall provide Arvada with an invoice detailing the specific merchandise ordered, the quantity delivered, the unit price, and the total price of the order so delivered. Said invoice shall be the basis upon which payment is made by Arvada, provided however, any charge Arvada disputes may be withheld during the period of such dispute. Arvada shall notify Vendor within 10 calendar days of any charge which it disputes. Arvada shall not unreasonably dispute any charge, or withhold payment.
- 3.6 Vendor may make available other supplies and equipment that becomes available in its product line during the term of this Agreement, but not currently enumerated in Exhibit "A." Arvada may purchase any such equipment at Vendor's current published price list under the same terms and conditions set forth herein.

4.0 TERM. The term of this Agreement shall commence upon execution hereof and continue hereafter until terminated by either party. This Agreement may be terminated for any reason whatever upon 30 days' written notice to the other party. The obligations of payment and warranty shall nonetheless survive the termination of this Agreement.

5.0 CONTRACT DOCUMENTS.

- 5.1 This Agreement, together with the document titled "Request for Proposal (the RFP) Strategic Supply Contract Water Meter and Related Equipment," dated Wednesday, April 27, 2005 (attached hereto as Exhibit "A," and incorporated herein by this reference as Exhibit "A") and the Response to the RFP from Vendor dated May 12, 2005 (the "Response" attached hereto as Exhibit "B") constitute the Contract Documents. In construing the contract, the parties shall refer to the Contract Documents as a whole, provided however, in the event of dispute over a term or provision, the controlling order of precedence shall be first to this Agreement, then to the RFP, and then to the Response.
- 5.2 Any modification to this Agreement shall be by written addendum executed by the parties. Any duly authorized addendum shall be deemed a Contract Document.
- 5.3 The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

6.0 ASSIGNMENT. This Agreement shall not be assigned by Vendor without the prior written consent of Arvada.

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

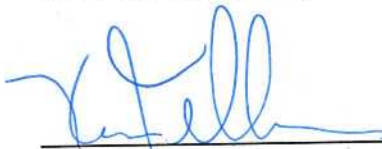
8.0 EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

9.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if 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 shall be deemed to have been given when deposited in the United States mail.

10.0 PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Arvada and Vendor acknowledge and agree that all payment obligations under this Agreement are current expenditures of Arvada, payable in the fiscal year for which funds are appropriated for the payment thereof. Arvada's obligations under this 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.

DATED this 12th day of Sept, 2005.

CITY OF ARVADA, a Colorado home rule municipality

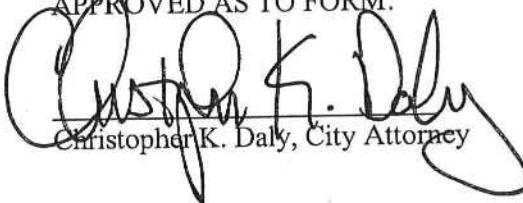


Ken Fellman, Mayor
8101 Ralston Road
P.O. Box 8101
Arvada, CO 80001-8101

ATTEST:


City Clerk

APPROVED AS TO FORM:


Christopher K. Daly, City Attorney

NATIONAL METER & AUTOMATION, INC.

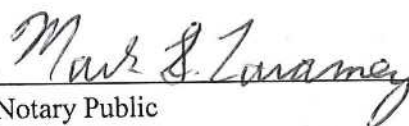
By: 

Title: President

Address: 9800 E. Easter Ave., Suite 130
Centennial, CO 80112

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me this 15th day of September, 2005, by
Mark S. Laramay


Notary Public

My Commission Expires: 08/24/2009

CHANGE ORDER #1
TO AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND BADGER METER INC. TO EXPAND THE SCOPE OF WORK AND
INCREASE THE CONTRACT AMOUNT BY \$10,500,000.00 FOR THE
AUTOMATED METERING INFRASTRUCTURE (AMI) PROJECT

1.0 RECITALS AND PURPOSE.

1.1 On or about September 12, 2005 the City of Arvada ("Arvada") and Badger Meter Inc. previously known as National Meter & Automation, Inc. ("Contractor") entered into an Agreement whereby Contractor would provide water meters and related equipment (the "Agreement").

1.2 Pursuant to Section 5.2 of the Agreement, Arvada and the Contractor desire to modify Section 3.3 of the Agreement to update the pricing for equipment and supplies.

1.3 This document shall constitute Change Order #1 to the Agreement to modify the pricing schedule as shown on Exhibit A.

2.0 PRICING CHANGES FOR CHANGE ORDER #1. In order to update the pricing for equipment and supplies to 2020 prices, the first sentence of Section 3.3 of the Agreement is hereby deleted and replaced with the following sentence: "Vendor agrees that during the calendar years 2020 and 2021, the pricing of its supplies and equipment shall be as set forth in Exhibit A to Change Order #1, attached hereto and incorporated herein by this reference.

3.0 COMPENSATION FOR SERVICES UNDER CHANGE ORDER #1. The Agreement terms are amended to allow the increase of compensation by \$10,500,000.00 per year.

4.0 FULL FORCE AND EFFECT. All other terms and conditions shall be as set forth in the Agreement.

EFFECTIVE this ____ day of _____, 2021.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM BY:

For Rachel A. Morris, City Attorney

BADGER METER INC.

Korrine Fleming, Assistant Secretary
4545 W Brown Deer Rd
PO Box 245036
Milwaukee, WI 53224-9536
Email: kfleming@badgermeter.com

Exhibit A

**PURCHASE AGREEMENT FOR WATER METERS AND
RELATED EQUIPMENT**

1.0 PARTIES. The parties to this Agreement are National Meter & Automation, Inc., whose address is 9800 E. Easter Ave., Suite 130, Centennial, CO 80112 (hereinafter, "Vendor") and the City of Arvada, a Colorado home rule municipality, 8101 Ralston Road, P. O. Box 8101, Arvada, CO, 80001- 8101 (hereinafter the "City" or "Arvada").

2.0 RECITALS AND PURPOSE.

- 2.1 Vendor is a supplier of certain pipe and water meter supplies and equipment uniquely compatible with the types of metering equipment used by Arvada, and accordingly has been designated as a "sole source" provider as permitted in the City of Arvada purchasing ordinance.
- 2.2 Arvada wishes to purchase meter supplies and equipment as needed during the term of this Agreement and Vendor has agreed to so provide said supplies and equipment under the terms and conditions more fully set forth herein below.

3.0 TERMS AND CONDITIONS.

- 3.1 Vendor agrees to supply such supplies and equipment as are within its product line and as may be required by Arvada based upon orders submitted by the Arvada Water Transmission and Distribution Division. The parties understand and agree the purchases made by Arvada will be made based on an "as needed" basis determined solely and exclusively by Arvada, and that no minimum purchase amount is hereby represented or guaranteed.
- 3.2 The supplies and equipment ordered by Arvada shall be promptly delivered, in good, merchantable, and useable condition, promptly, FOB, to the Arvada Indiana Shops, 6701 Indiana Street, or to such other address and location within Arvada as the parties may mutually agree.
- 3.3 Vendor agrees that during the calendar year 2005, the pricing of its supplies and equipment shall be as set forth in Exhibit "A" , attached hereto and incorporated herein by this reference. Vendor may adjust the prices for said equipment and supplies thereafter, and shall provide Arvada at least 30 days' notice prior to any such increase. Any supplies or equipment not specified in Exhibit "A" shall be charged to Arvada according to Vendor's most current published price list. All prices quoted by Vendor are inclusive of all stocking charges, loading charges, and delivery fees, if any.
- 3.4 Arvada shall be entitled to all manufacturer and Vendor warranties affecting or pertaining to the supplies and equipment purchased. All warranties or guarantees provided by Vendor or the manufacturer are by this reference incorporated herein.

- 3.5 Payment by Arvada shall be made within 30 days following receipt of the supplies or equipment ordered by Arvada. Vendor shall provide Arvada with an invoice detailing the specific merchandise ordered, the quantity delivered, the unit price, and the total price of the order so delivered. Said invoice shall be the basis upon which payment is made by Arvada, provided however, any charge Arvada disputes may be withheld during the period of such dispute. Arvada shall notify Vendor within 10 calendar days of any charge which it disputes. Arvada shall not unreasonably dispute any charge, or withhold payment.
- 3.6 Vendor may make available other supplies and equipment that becomes available in its product line during the term of this Agreement, but not currently enumerated in Exhibit "A." Arvada may purchase any such equipment at Vendor's current published price list under the same terms and conditions set forth herein.

4.0 TERM. The term of this Agreement shall commence upon execution hereof and continue hereafter until terminated by either party. This Agreement may be terminated for any reason whatever upon 30 days' written notice to the other party. The obligations of payment and warranty shall nonetheless survive the termination of this Agreement.

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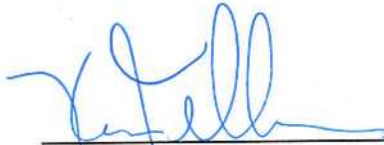
8.0 EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

9.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if 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 shall be deemed to have been given when deposited in the United States mail.

10.0 PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Arvada and Vendor acknowledge and agree that all payment obligations under this Agreement are current expenditures of Arvada, payable in the fiscal year for which funds are appropriated for the payment thereof. Arvada's obligations under this 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.

DATED this 12th day of Sept, 2005.

CITY OF ARVADA, a Colorado home rule municipality

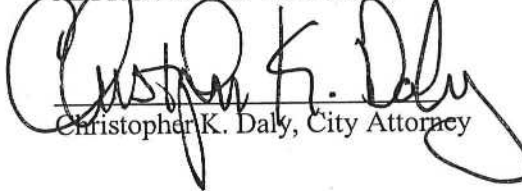


Ken Fellman, Mayor
8101 Ralston Road
P.O. Box 8101
Arvada, CO 80001-8101

ATTEST:


City Clerk

APPROVED AS TO FORM:


Christopher K. Daly, City Attorney

By:

Title:

STATE OF COLORADO

)

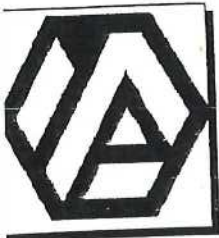
) SS.

)

Mark S. Zarameny
Notary Public

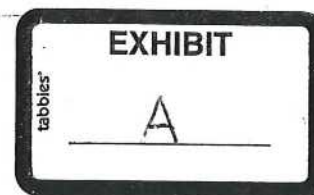
My Commission Expires:

08/24/2009



CITY of ARVADA

Purchasing Division
8001 Ralston Road, Annex 2nd Floor
Arvada, CO 80002



REQUEST FOR PROPOSAL

Strategic Supply Contract

Water Meters and Related Equipment

Issue Date: Wednesday, April 27, 2005

BID Number: 05-023

Agent/Contact: Tim Wellmann (CPPB), Telephone Number: (720) 898-7094

Submissions Must Be Received By: Thursday, May 12, 2005 at 03:00 PM Colorado time

Table of Contents:

General Terms and Conditions (Page 2)
Special Conditions (Page 10)
Bid Proposal Form (Page 17)
Statement of Work (Page 20)

Administrative Instructions:

Please note that this RFP represents an effort by the City of Arvada to establish a long-term contract and business relationship for the acquisition of water meters and related equipment, parts and service, with excellent customer support and value-added programs.

Please review and consider the document carefully, giving particular note to the Special Conditions, Requested Pricing Structure, Pending/Projected Needs and the Submission Requirements when preparing the requested proposal.

Return packages containing proposal document must be clearly marked with the proposal number, title and due date when submitted.

Solicitation Requirements:

Catalog/Price List
Information Sheets

GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

These General Terms and Conditions apply to all Offers made to the City of Arvada (hereafter referred to as "City") by all prospective vendors (herein after referred to as "Bidder") on behalf of City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications hereafter "Solicitation".

2. CONTENTS OF BID

A. General Conditions

Bidders are required to submit their Proposals in conjunction with the following expressed conditions:

- 1) Bidders shall thoroughly read the requirements and specifications, and shall examine any drawings which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
- 2) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
- 3) Bidders are advised that all City contracts are subject to all legal requirements contained in the City Ordinance and State and Federal Statutes governing purchasing activities. When conflicts between this Bid Solicitation and these legal documents occur, the highest authority shall prevail.
- 4) Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Bid; no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Bid.

B. Clarification and Modifications in Terms and Conditions

- 1) Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Technical Specifications outlined in this Bid Solicitation, the Special Conditions and/or the Technical Specifications shall prevail.
- 2) The apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided 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 used.
- 3) If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written (fax or e-mail) request for clarification to the City's Purchasing Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.

- 4) Any official interpretation of the Bid must be issued in writing by an agent of the City's Purchasing Office who is authorized to act on behalf of the City. The City shall not be responsible for other interpretations offered by employees of the City who are not agents of the City's Purchasing Office.
- 5) The City shall issue a written Addendum if substantial changes, which impact the technical submission of Proposals, are required. A copy of such addenda will be mailed or distributed via facsimile transmission to each Bidder receiving the Solicitation. The Bidder shall certify its acknowledgement of the addendum by signing the addendum and returning it with its Bid. In the event of conflict with the original Contract documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Prices Contained in Bid

- 1) Current Prices. Bid Proposals must be fixed and firm to the extent required in the Special Conditions.
- 2) Discounts. Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes.

All Bidders are encouraged to provide their prompt payment terms in the space provided on the Bid Proposal Form. If no prompt payment discount is being offered, the Bidder shall enter a zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not accept a percentage discount, it is hereby understood and agreed that the payment terms shall be net 30 days, effective on the date that the City receives an accurate invoice or accepts the products; whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

- 3) Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid Proposal for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
- 4) Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. 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. PREPARATION AND SUBMISSION OF BID

A. Preparation

Bid Proposals will be prepared in accordance with the following:

- 1) The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the authorized agent of the Bidder.
- 2) Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder's authorized agent fails to sign the Bid Proposal Form, its Proposal shall be considered non responsive and ineligible for award.

- 3) Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 4) Alternate bids will not be considered unless expressly permitted in the Special Conditions.
- 5) The delivery and/or completion date(s) provided by the Bidder, if required in the Special Conditions, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
- 6) All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, its Proposal shall be considered non-responsive and ineligible for award.
- 7) The accuracy of the Bid Proposal is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.

B. Submission

- 1) The Bid Proposal Form shall be enclosed in sealed envelope and addressed to City's Purchasing Division. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
- 2) The City's Bid Proposal Form, which is attached to this Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in instructions issued by the City's Purchasing Division.
- 3) Offers in response to Formal Solicitations will not be accepted by facsimile transmission. Only duly executed written offers will be considered as responsive, and eligible for possible award.
- 4) Bidders, which qualify their Proposals by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Bid Proposal. The City reserves the right to declare the Bidder's Proposal as non-responsive if any of these alternate terms and conditions are in conflict with, or are not in the best interests of, the City's terms and conditions. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

C. Conflict of Interest

It shall be understood and agreed that Bid Offers submitted by firms are done so independently of any other offers, and that Bidders 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.

D. Late Bid Proposals

Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. Vendor Application and Retention on Bid List

All Bidders are required to register in the manner prescribed by the Purchasing Division for its Bidders' List.

It is the Bidder's responsibility to update its listing with new addresses, telephone numbers, contact persons, and a listing of commodities and services as may be relevant.

4. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

A. Modifications to Bid Proposals

Bidder offers may be modified in the form of an official, authorized, written notice and must be received prior to the due time and date set for the Solicitation. Each modification submitted to the City's Purchasing Division must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope.

If more than one modification is submitted, the modification bearing the latest date of receipt by the City's Purchasing Office will be considered the valid modification.

B. Withdrawal of Bid Proposals

- 1) Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
- 2) In accordance with the Uniform Commercial Code, Proposals may not be modified or withdrawn after the due time and date set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety day period, the City may, at its option, suspend the Bidder and may not accept any Proposal from the Bidder for a six month period following the withdrawal.

5. EVALUATION OF OFFERS

A. Rejection of a Particular Bid Proposal

The City may reject an offer, in whole or in part, in its best interest, which may include, but not be limited to, the following:

- 1) The Bidder misstates or conceals any material fact in its Proposal;
- 2) The Bidder's Proposal does not strictly conform to the law or requirements of the Bid;
- 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 Proposal does not include documents, including but not limited to certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the Bid Proposal in conjunction with the Special Conditions and/or the Technical Specifications; or
- 5) The Bid has not been executed by the Bidder through an authorized signature on the Bid Proposal Form.

B. Rejection of All Bid Proposals

The City may, at its sole and absolute discretion:

- 1) Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
- 2) Re-advertise this Solicitation;
- 3) Postpone or cancel the Bid process for this Solicitation;
- 4) Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this Solicitation or in Proposals received in conjunction with this Solicitation; and/or
- 5) Determine the criteria and process whereby Proposals are evaluated and awarded.

No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City; provided, however, that in the event a Court of competent jurisdiction determines that the actions of the City were arbitrary, capricious or void, then said challenger may recover only actual, necessary and reasonable Proposal-preparation costs, including any attorney or consultant fees relating to the preparation of the Proposal. No attorney fees or costs associated with the recovery of the Proposal-preparation costs, including costs for litigation against the City, shall be recoverable by any challenger.

C. Elimination from Consideration

- 1) A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the City upon any debt or Contract or which is a defaulter as surety or otherwise upon any obligation to the City.
- 2) A Proposal may not be accepted from, nor any Contract awarded to, any person or firm which 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.
- 3) A Proposal may not be accepted from, nor any Contract awarded to, any person or firm which has pending litigation against the City on the date and time that the bid opens.

D. Copy of Bid Tabulations

For a copy of the bid tabulation, the Bidder shall enclose a self-addressed, stamped envelope when submitting its Proposal.

6. AWARD OF CONTRACT

The City shall award solicitations to a Bidder(s) through the issuance of contractual documents that includes a Purchase Order, notice of award or the issuance of a city contract. The General Terms and Conditions, the Special Conditions, any Technical Specifications, the Bidder's Proposal, and the contractual documents are collectively an integral part of the contract between the City of Arvada and the successful Bidder. Accordingly, these documents shall constitute a binding contract without further action by either party.

7. APPEALS AND REMEDIES OF AWARD

Per Article VI of the Arvada Purchasing & Contracts Ordinance

(a) Section 27.5-70: The purchasing manager is authorized to settle, with the city attorney's approval, any protest regarding the solicitation or award of a city contract, or any claim arising out of the performance of a city contract. Before protesting in writing to the city manager as outlined in section 27.5-71, any actual or prospective bidder or contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the purchasing manager. If an appointing authority is notified or has knowledge of any grievance by an actual or prospective bidder or contractor, the appointing authority shall promptly notify the purchasing manager of such grievance.

Section 27.5-71: (a) After first seeking resolution of the matter with the purchasing manager, any actual or prospective bidder or contractor who has a protest in connection with the solicitation or award of a contract may protest in writing to the city manager. A protest with respect to an invitation for bids or request for proposals, must be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know or should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. In any case, a written protest must be submitted within the following time period: (1) if the protest relates to the solicitation, bid or proposal process, no later than five (5) business days after the bid opening; or (2) if the protest relates to the award of the contract, no later than five (5) business days after the contract is awarded.

(b) In the event of a timely protest under subsection (a) of this section the solicitation or award of the contract shall not proceed further until the city manager or a designee thereof has issued a written decision on the protest or until the city manager makes a determination that the award of a contract without delay is necessary to protect substantial interests of the city. If the city manager or a designee does not, within 14 days after receiving the protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that the award of the contract is necessary, the protest shall be considered denied.

8. CONTRACTUAL OBLIGATIONS

A. *Local, State and Federal Compliance Requirements*

Successful Bidders shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations.

No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

B. *Performance*

In order to protect the vested interests of the taxpayers of the City of Arvada, and to ensure the efficient utilization of their tax dollars, successful Bidders shall comply with all contractual obligations contained in the General Terms and Conditions, the Special Conditions, the Technical Specifications and the Bid Proposal Form. With respect to these obligations, the City will report any non-compliance issues to the successful Bidder for corrective action. Continued non-compliance by the successful Bidder shall be the City's justification for placing the Bidder's contract on probational status or termination.

C. *Disposition*

The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the City

D. Employees

All employees of the Bidder shall be considered to be, at all times, employees of the Bidder under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees in a number that is consistent with the bid requirements. Where required, employees shall be licensed and accredited. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on City property is not in the best interest of the City.

In accordance with the City's personnel rules, no employee of the Bidder shall be permitted to use possess, or be under the influence of controlled substances or alcohol when performing work on City property.

E. Delivery

Quoted prices and deliveries are to be FOB Destination freight prepaid and shall require inside delivery unless otherwise specified in the Special Conditions of this Solicitation. Title and risk of loss shall pass to the City upon inspection and acceptance by the City at its designated point of delivery; unless otherwise specified in the Special Conditions.

F. Conditions of Material and Packaging

All materials and products supplied by the Bidder in conjunction with this bid shall be new (unless otherwise specified in the Special Conditions), warranted for their merchantability, fit for a particular purpose, free from defects, and consistent with industry standards.

All containers used for storage and/or shipment of materials and products supplied to the City shall be new and suitable for the intended purpose. The Bid price shall include standard commercial packaging.

The materials and products shall be delivered to the City in excellent condition for inspection by City representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the Bidder shall either replace the damaged items (if shipped by the Bidder) or be responsible for filing, processing and collecting all damage claims (if shipped by a contractor of the shipper). The Bidder shall ensure that the City is appropriately compensated for these missing or damaged items to the satisfaction of the City.

In the event that any of the materials and products supplied to the City by the Bidder are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City; either as an exchange for suitable merchandise or for full credit.

G. Re-Procurement Charges

In the event that the Bidder defaults on its contract, or the contract is terminated for cause due to performance, the City reserves the right to re-procure the materials or services from the next lowest Bidder, or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the City may charge the Bidder any difference between the Bidder's price and the price to be paid to the next lowest Bidder, as well as any costs associated with the re-solicitation effort which resulted from such default or termination.

9. MODIFICATIONS TO EXISTING CONTRACT

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

10. TERMINATION OF CONTRACT

A. *Fail to Perform*

The City may, by written notice to the successful Bidder, terminate the contract if the Bidder has been found to have failed to perform in a manner satisfactory to the City specifications; including delivery as specified. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

B. *Cancellation*

The City may cancel the Contract upon thirty (30) days written notice for reasons other than cause. This may include the City's inability to continue with the contract due to non-appropriation or reduction of funding.

SPECIAL CONDITIONS

1. PURPOSE: OBTAIN PROPOSAL FOR LONG TERM PURCHASE AND SERVICE CONTRACT:

The purpose of this Solicitation is to provide a qualified Proposer with sufficient information regarding the City's needs, in order to adequately prepare and submit a Proposal for the establishment of a Long Term, Strategic Contract for the purchase of water meters and related equipment, parts and service for:

- Badger meters, from 5/8" by 3/4" up to 12":
- Remote Meter Reading System equipment for Badger Meters, including transponders, receivers and related equipment.
- Other available brands and product lines that would be relevant to the City's Utilities Metering Division, and only be available, in the City's geographical area, from the Badger Meter Company. (Also see Section #22)

It shall be understood and agreed that Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, the Proposals will not be accepted and will be returned to the Proposer.

Proposals are considered to be proprietary working documents offered by perspective Proposer(s) when they are under evaluation by a committee and, as such, are not subject to official Proposal openings or to public inspections. Any Proposer may waive its rights to keep its proprietary information confidential by expressly waiving such right in the variance section of its proposal; thereby making its proposal subject to public inspection.

Once an official recommendation has been made to the Purchasing Office and notice of contract award has been posted, prices associated with the proposals are available as public records.

2. ESTIMATED DOLLARS:

During four (4) previous annual periods (2001-2004) the City allocated approximately \$2,800,000.00 to acquire water meters and related equipment from the Badger Meter Company to meet the City's actual needs and usage for supplies, equipment and/or services. While use of this figure is relevant to the approximate dollar value of the contract that will be awarded in conjunction with this solicitation, it shall be understood and agreed that this dollar value is provided for the Proposer's guidance only. No guarantee is expressed or implied as to dollars that will be used during the contract period, and the City is not obligated to place an order for any given amount subsequent to the award of this Proposal.

3. METHOD OF AWARD - EVALUATION OF WRITTEN PROPOSAL:

It is the intent of the City to award a Contract on the basis of an evaluation of a Proposal submitted by interested Proposer, and reviewed by the City's RFP Evaluation Committee.

For this Request For Proposal, the Evaluation Committee will score Proposals based on the following criteria:

- Pricing Structure – Equipment, Parts and Service
- Scope of Merchandise Offered/Available
- Delivery Time Frame(s)
- Customer Support
- Value Added Components

4. SUBMISSION REQUIREMENTS:

A. Submit sealed proposal (one Original and three copies) in an organized fashion with separately marked sections corresponding to each of the following:

1. Proposal Form of the RFP completed and executed by an authorized agent

2. Letter of Acknowledgement & Understanding as to the nature of this RFP and the desire and ability of the firm to develop a long term partnership with the City, through the elements that have been put forth for consideration in the submitted proposal document - (Ref: Special Conditions)
3. Scope of Merchandise Offered/Available –Badger Meters and other brands and product lines that would be available - (Ref: Special Conditions, 1)
4. Pricing Structure – Equipment, Parts and Service for Long Term Partnership
(Ref: Special Conditions, 2, 5, 6 7, 8 & statement of work 2)
5. Merchandise Delivery/Availability – Long Term and Strategic – (Ref: Special Conditions, 13 & 14)
6. Customer Service, including Local Office and Staff Contact Information and Expertise
(Ref: Special Conditions, 28)
7. Sole Source Documentation for Proprietary Equipment – (Ref: Special Conditions, 23)
8. Value Added Components – Organized by sub-sections (Ref: Special Conditions, 9)
9. Warranty certificates – (Ref: Special Conditions, 27)

Note: Failure to submit a proposal in the manner indicated may be cause for it to be devalued or otherwise considered "non-responsive" and ineligible for consideration and subsequent award.

5. TERM OF CONTRACT:

This contract shall commence, following approval by Arvada City Council in an June 2005 Meeting, exact date to be determined unless otherwise stipulated by the City. The contract shall remain in effect for the balance of the calendar year (2005). Nevertheless, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

6. OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENTS ALLOWED):

The awarded contract shall prevail for the balance of the 2005 calendar year, at which time the City shall have the option to renew the contract on a yearly basis; provided, however, that the Proposer has demonstrated satisfactory performance during the initial and previous contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the Proposer and will be exercised only when such continuation is clearly in the best interest of the City.

Unless otherwise notified in writing, the option period shall become automatic at the end of the original period. Renewal of the contract, however, is subject to the annual appropriation of funds by the City Council. The City may cancel or reduce the scope of the contract, without any penalty, when funds have not been appropriated for the purpose for which the contract was established.

During the option period, the City will consider an adjustment to the pricing structure if the successful Proposer can demonstrate, through documentation issued by the manufacturer, or other valid sources, that it was subject to a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the supplier/successful Proposer. Under these circumstances, the City may, in its best interest, negotiate a price adjustment with the successful Proposer.

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

The City reserves the right to reject any price adjustments submitted by the Proposer and/or to terminate the contract with the Proposer based on such price adjustments.

7. PRICES SHALL BE BASED ON DISCOUNTED STRUCTURE:

The Provider shall propose and document a discounted price structure that will afford the City a comprehensive and effective procurement program that maximizes, to the extent possible, the value of the City's equipment and supply acquisitions. As such, the provider shall consider, but not be limited to, pending/projected purchases (see Statement of work); the potential of future acquisitions; the nature of the City's existing, dedicated equipment fleet and product inventory; City's purchase history; affiliation with the City's organization.

The price structure must be detailed in written form, properly identified, and dated as to issuance and effectiveness.

Revised prices may be submitted to the City as a means of price adjustments; however, all Proposal prices must be fixed and firm for the balance of the 2005 calendar year after award of the contract. Revised prices will only be accepted after this period has lapsed and only in the event of a price change that has been mandated by, for example, a manufacturer.

Revised prices will not become effective until said revisions have been submitted to, and accepted by the City's Purchasing Office; as evidenced by a written notification of acceptance and/or the issuance of a revised Purchase Order.

8. DISCOUNTS OFFERED DURING TERM OF CONTRACT:

The Proposer may offer the City additional discounts below the original prices quoted in the Proposal, during the term of the contract, and are encouraged to do so for large single orders.

9. VALUE-ADDED

The City is interested in maximizing the worth of expenditures as it relates to achieving additional value that would further benefit the City and its operations, as well as its community of citizens and their taxed base funding. As such, Providers are encouraged to consider, develop and propose value added concepts, programs, components, and the like, which would further enhance and provide measurable value to the overall objective and proposed acquisitions represented in this solicitation request.

For the purpose of establishing a long term, strategic contract, the City may be interested in considering, but is not limited to, the following:

- Implementation of best practice, business solutions
- Incentive and/or Rebate Programs
- Effective Order Methods (user friendly, on-line, etc.)
- Service/Maintenance Options
- Product Trials, Demonstrations and Testing
- Training and Professional Development
- Periodic Reports (usage, cost savings, management, etc.)
- Trade Show and Conference Participation
- Application of Technology Enhancements
- Marketing and Sponsorship
- Contract Renewal Incentives
- Prompt Payment Discounts
- In-Kind Services
- Loaner Equipment Program
- Trade-in Opportunities

10. BACK ORDERS MUST BE FILLED WITHIN REASONABLE TIME:

If the successful Proposer experiences a back order of items from its manufacturer or distributor, the Proposer shall insure that such back orders are filled within a reasonable period of time. The Proposer shall not invoice the City for back ordered items until such back orders are delivered and accepted by the City's authorized representative. It is understood and agreed that the City shall solely determine what constitutes a reasonable period of time and may, at its discretion, verbally cancel back orders, seek the items from another vendor, and charge the Proposer for any re-procurement costs.

11. CATALOG SHALL BE SUBMITTED WITH BID:

The Proposer shall submit one (1) copy of its catalogs with the proposal, and, upon request, shall provide additional sets of its catalogs at any time during the contractual period, and at no cost to the City.

12. ELIGIBILITY OF BIDDERS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED.

Pre-award inspection of the Proposer's facility may be made prior to award of contract.

Proposals will only be considered from firms that have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Request for Proposal. The Proposers must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the City) in making the award in the best interest of the City.

13. CONSIGNMENT OF CONTRACT NOT ALLOWED

Proposals will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Request for Proposal. Accordingly, no part of this contract can be consigned to another vendor.

All Proposers shall quote prices based on F.O.B. Destination, Freight Prepaid. Accordingly, the unit cost of each item Proposal shall include handling, shipping and freight charges. The Proposer shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

It shall be agreed and understood that the Proposer is responsible for shipping the goods via a method which provides the required services in the most effective manner that meets the City's needs.

14 . SHIPPING TERMS - FOB DESTINATION, FREIGHT PREPAID:

All Proposers shall quote prices based on F.O.B. Destination, Freight Prepaid. Accordingly, the unit cost of each item Proposal shall include handling, shipping and freight charges. The Proposer shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

It shall be agreed and understood that the Proposer is responsible for shipping the goods via a method which provides the required services in the most effective manner that meets the City's needs.

15. DELIVERY SHALL BE REASONABLE:

The Proposer shall make deliveries within a reasonable period of time after the date of the order; as stated by the Proposer in its Proposal Form. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Proposer(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Proposer. In these cases, the Proposer shall notify the City of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

Should the Proposer(s) fail to deliver the goods in the number of days stated, the City reserves the right to cancel the contract. If the contract is canceled, it is hereby agreed and understood that the City had the authority to purchase the goods elsewhere and to charge the Proposer with any re-procurement costs. If the Proposer fails to honor these re-procurement costs, the City may suspend the Proposer from participating in the City's Proposal program for a period of six (6) months.

16. DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY BIDDER:

The successful Proposer shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the City in accordance with this Proposal. All corrections shall be made within an agreed upon period after such deficiencies, defects and/or damages are verbally reported to the Proposer by the City. The Proposer shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

17. DUPLICATE SHIPMENTS ARE NOT ALLOWED:

The City will not accept duplicate shipments of items. If the Proposer sends duplicate shipments to a City location, the Proposer shall either retrieve the items at no cost to the City or allow the City to retain the items at no cost to the City.

18. INSURANCE CERTIFICATES REQUIRED WITHIN FIFTEEN (15) DAYS AFTER NOTICE:

Award of a contract is contingent upon the receipt of the insurance documents. Proposer is required to submit insurance documents within fifteen (15) calendar days of verbal or written notice from a City representative.

19. INDEMNIFICATION AND INSURANCE WHEN PERFORMING SERVICES ON CITY PROPERTY:

The Proposer shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon. The Proposer shall furnish the City's Risk Management Office with a Certificate of Insurance which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

A. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The City of Arvada must be shown as an additional insured with respect to this coverage.

B. Product Liability- This policy shall be endorsed to include products liability insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury. City of Arvada must be shown as an additional insured with respect to this coverage.

C. Automotive Liability insurance covering all owned, non-owned and hired vehicles used in conjunction with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Colorado. The Company must be rated no less than "B+" by the latest edition of Best's Insurance Guide which is published by A.M. Best Company, Oldwick New Jersey.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, that most nearly reflect the operations of the Proposer.

The Proposer shall be responsible for notifying the City of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

20. MATERIALS WILL BE SUPPLIED BY THE PROPOSER:

The Proposer hereby agrees that, except when the City specifies used or reconditioned, all materials supplied by the Proposer in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Proposer are found to be defective or do not conform to specifications, the City reserves the right to either cancel the order and return such materials to the

Proposer, or require the Proposer to replace the materials, both at the Proposer's expense.

21. STANDARDS OF QUALITY OR PERFORMANCE:

The goods and/or services supplied by the Proposer in conjunction with this Proposal shall either meet or exceed any applicable standards of quality and/or performance that may have been established by the manufacturer, or the industry.

22. SHELF LIFE OF STOCK:

The successful Proposer(s) shall supply the City with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Proposer prior to shipment to the City.

23. SOLE SOURCE VERIFICATION

Proposer shall provide comprehensive written documentation, executed by an authorized agent of the firm, that defines by manufacturer brands and product line(s), the nature of any such bona fide agreements that specifically designate the Proposer as the sole authorized provider in the geographical area which encompasses the City of Arvada. This documentation shall identify the scope of the application of these arrangements, including goods, service and any other designated categories, as well as the effective period/term.

24. METHOD OF PAYMENT - PERIODIC INVOICES FOR COMPLETED DELIVERIES:

The successful Proposer shall submit an invoice to the City's Accounts Payable Division. The invoice shall reference the appropriate purchase order number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the City when the items were delivered and accepted. The periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the City in advance of the delivery and acceptance of the items.

25. PACKING SLIP AND/OR DELIVERY TICKET:

The Proposer shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Proposal solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the City's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number, date of order, a complete listing of items being delivered, and back-order quantities and estimated delivery date of back-orders if applicable and allowable.

The City's Receiving representative has the authority to reject shipments that do not conform to this requirement.

26. PROTECTION OF PROPERTY:

All existing structures, utilities, services, roads, trees, walkways, shrubbery, etc. located on City property shall be protected against damage or interrupted services at all times by the Proposer during the term of this contract. The Proposer shall be held responsible for repairing or replacing any and all property that is damaged by reason of the Proposer's operation on the property to the satisfaction of the City.

27. WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM:

The Proposer shall supply a copy of applicable written warranty certificates with its Proposal. If a written warranty is not provided with the Proposal, the Proposal may be rejected.

28. LOCAL OFFICE SHALL BE REQUIRED AND IDENTIFIED:

Due to the service level required in conjunction with this Proposal Solicitation, the Proposer shall maintain an office within the Metro Denver, Colorado area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

Proposer shall identify the office(s) location and the staff that will be assigned to service the proposed contract with the City in the areas related to: Sales; Service; Delivery; Billing/Payment

Complete contact information shall be provided for these individuals, including a brief summary of their expertise.

29. CONTACT PERSON:

For additional information regarding the specifications and requirements of this solicitation, please contact Tim Wellmann, Procurement Specialist at (720) 898-7091 (twellmann@ci.arvada.co.us). Questions of a material nature, having an impact on the City's requirements or those of this RFP, shall be submitted in written form no later than Wednesday, May 4, 2005 @ 3:00pm Colorado Time.



7220 South Fraser St.
Centennial, CO 80112
Phone: 303.339.9100
Fax: 303.649.1017

2020 Master Pricing

DATE: November 14, 2019

QUOTED BY: Ryan Fenton

CUSTOMER EMAIL: john-s@arvada.org

BILL TO:

City of Arvada
Purchasing Division
8001 Ralston Road, Annex 2nd Floor
Arvada, Colorado 8002

SHIP TO:

City of Arvada
Purchasing Division
8001 Ralston Road, Annex 2nd Floor
Arvada, Colorado 8002

SALESPERSON	PAYMENT TERMS	SHIPPING METHOD	SALES TAX	SUBJECT TO REVIEW	SHIPPING TERMS
Ryan Fenton	Net 30 Days	Best Way	Exempt	12/31/2020	FOB Centennial

Product Description	AMOUNT
Disc Meters w/ HRE 8-DIAL or HRE-LCD	
LF25 5/8"x 3/4" LF Bronze Meter Body Only	\$72.44
M25 HRE Register with ME Orion Endpoint & Mounting Kit	\$182.17
3/4" X 7-1/2" M25 Meter with ME Orion Endpoint & Mounting Kit	\$254.61
LF35 3/4" X 9" Bronze Meter Body Only	\$106.63
M35 HRE Register with ME Orion Endpoint & Mounting Kit	\$182.17
3/4" X 9" M35 Meter with ME Orion Endpoint & Mounting Kit	\$288.80
LF70 1" Bronze Meter Body Only	\$406.94
M70 HRE Register with ME Orion Endpoint & Mounting Kit	\$182.17
1" Model 70 Meter with ME Orion Endpoint & Mounting Kit	\$589.11
LF120 1-1/2" Bronze Meter Body Only	\$766.56
M120 HRE Register with ME Orion Endpoint & Mounting Kit	\$227.40
1-1/2" Model 120 Meter with ME Orion Endpoint & Mounting Kit	\$993.95
LF170 2" Bronze Meter Body Only	\$976.65
M170 HRE Register with ME Orion Endpoint & Mounting Kit	\$263.82
2" Model 170 Meter w/ ME Orion Endpoint & Mounting Kit	\$1,240.47
E Series Meters	
E25 5/8" x 3/4" x 7 1/2" S/S Meter with Twist Tight Connector & ME Orion Endpoint	\$317.24
E25 Polymer 5/8" x 3/4" x 7 1/2" Meter with Twist Tight Connector & ME Orion Endpoint	\$253.55
E35 3/4" x 7 1/2" S/S Meter with Twist Tight Connector & ME Orion Endpoint	\$328.57
E55 1" S/S Meter with Twist Tight Connector & ME Orion Endpoint	\$595.05
E112 1 1/2" S/S Meter with Twist Tight Connector & ME Orion Endpoint	\$1,173.23
E2 2" S/S Meter with Twist Tight Connector & ME Orion Endpoint	\$1,458.79

Turbo Series Meters	
LF160 1 1/2" Turbo series Meter Body Only w/ Integral Strainer	\$1,544.77
M160 HRE Register with ME Orion Endpoint & Mounting Kit	\$279.83
LF160 1-1/2" Turbo series Meter Body w/ Integral Strainer & ME Orion Endpoint & Mounting Kit	\$1,824.60
LF200 2" Turbo Series Meter Body Only w/ Integral Strainer	\$1,831.19
M200 HRE Register with ME Orion Endpoint & Mounting Kit	\$294.54
LF200 2" Turbo Series Meter Body w/ Integral Strainer & ME Orion Endpoint & Mounting Kit	\$2,125.74
LF450 3" Turbo Series Meter Body Only w/ Integral Strainer	\$2,181.16
M450 HRE Register with ME Orion Endpoint & Mounting Kit	\$309.24
LF450 3" Turbo Series Meter Body w/ Integral Strainer & ME Orion Endpoint & Mounting Kit	\$2,490.40
LF450ISREC 3 " Turbo Series Meter Reclaimed w/ Integral Strainer & Local	\$2,212.72
LF1000 4" Turbo Series Meter Body Only w/ Integral Strainer	\$2,604.37
M1000 HRE Register with ME Orion Endpoint & Mounting Kit	\$323.61
LF1000 4" Turbo Series Meter w/ Integral Strainer & ME Orion Endpoint & Mounting Kit	\$2,927.98
LF2000 6" Turbo Series Meter Body Only	\$4,232.08
6" Bronze Plate Strainer	\$1,093.11
M2000 HRE Register with ME Orion Endpoint & Mounting Kit	\$337.96
LF2000 6" Turbo Series Meter Body w/ ME Orion Endpoint & Mounting Kit	\$4,570.04
LF3500 8" Turbo Series Meter Body Only	\$4,712.26
8" Bronze Plate Strainer	\$2,101.57
M3500 HRE Register with ME Orion Endpoint & Mounting Kit	\$352.30
LF3500 8" Turbo Series Meter Body with ME Orion Endpoint & Mounting Kit	\$5,064.56

Compound Series Meters	
3" Compound Series Body Only	\$3,581.01
3" Compound Series Water Meter with DBL HRE Register, ME Orion Endpoint & Mounting Kit	\$4,362.27
4" Compound Series Meter Body Only	\$5,534.26
4" Compound Series Water Meter with DBL HRE Register, ME Orion Endpoint & Mounting Kit	\$6,315.52
6" Compound Series Meter Body Only	\$6,510.89
6" Compound Series Water Meter with DBL HRE Register, ME Orion Endpoint & Mounting Kit	\$7,292.15
2"-6" Compound DBL HRE Registers & ME Orion Endpoints, & Mounting Kit	\$781.26
Hydrant Meters and Accessories	
3" BR450 Hydrant Meter Only	\$839.22
3" Hydrant Meter Kit (3HMK)	\$1,304.67

THANK YOU FOR YOUR BUSINESS!!



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-053 A Resolution Approving the 2021 Arvada Visitors Center Strategic Plan

Report in Brief

The COVID-19 pandemic had a significant impact on the Arvada Visitors Center and in response to these impacts several tactical changes were made in implementing its 2020 strategic plan. Most of the objectives in the 2020 operating plan were acted upon and progress made as documented in the attached 2020 annual report.

The Arvada Visitors Center was a key partner in the Arvada Resiliency Task Force and owned the leadership role in the planning, development, execution and tracking of the consumer-facing recovery campaign: **Invest in Arvada**. In 2020, through participation in the Taskforce, it became evident the unique role the visitors center plays in the community.

The recovery campaign had two phases, spanned six months and cost \$137,500. CARES Act resources were utilized, with other grant and VC funds to fund the campaign. Key elements included the creation of two custom microsites, digital executions (display, search, social), Pandora streaming radio, Colorado Public Radio, direct mail, 5280 Magazine, Business Den, an Arvada Report special section, grassroots efforts (storefront window decals, neck buffs, stickers, yard signs), and public relations outreach.

The campaign attracted 90,000 users, 163,000 digital pageviews and more than 30,000,000 impressions.

These efforts, in the first six months of the pandemic resulted in 340 Arvada stories on radio, television and in print locally, regionally, nationally and internationally. The Advertising Value Equivalency of this coverage is more than \$250k and equates to more than 15 million impressions. More than 200 Arvada businesses were represented.

The 2021 Arvada Visitors Center Strategic Plan builds on the successes achieved in 2020 and positions the visitors center for this year and beyond.

The Arvada team recommends that the City Council approve R21-053, A Resolution Approving the 2021 Arvada Visitors Center Strategic Plan.

Financial Impact

Approving the Visitors Center Strategic Plan will support the City's budgeted commitment to provide \$90,000 to the Arvada Visitors Center. This is the amount included in the City's General Fund 10-Year financial model. The 2021 Additional Appropriation Ordinance that the City Council will consider during a Public Hearing scheduled for April 19 includes an additional \$50,000 in "One Time" Funds will provide additional services as described herein.

Background

The Arvada Visitors Center is a 501c3 nonprofit organization. The Visitor Center is governed by a nine member Board of Directors representing the following areas: Arvada City Council, City of Arvada, Arts and Culture, Parks and Recreation, Hotel/Lodging, West Arvada Retail/Restaurant, Historic Olde Town Arvada Business Improvement District; At-Large Representative and, Arvada Chamber of Commerce Representative.

The Visitors Center has maintained a nearly decade long partnership with the City and has evolved and changed to meet the needs of the City, its residents and visitors. The Arvada Visitors Center has an annual budget of \$150,000 a year, with three sources accounting for the majority of funding:

- \$90,000 a year is included in the the City of Arvada General Fund 10 year model budget
- \$50,000 a year has historically been included in the City of Arvada General Fund “One-Time Funding” funding request. In past years, General Fund revenue has exceeded mid-year estimates and funds have been available to supplement funding included in the 10 year financial model
- \$10,000 a year has been raised by the visitors center by way of sponsor and advertising dollars

There was some uncertainty associated with the availability of the “One Time Funds” for 2021. As the City team developed the 2021-2022 budget and reviewed the City's financial status at the conclusion of 2020, our Finance team needed time to fully analyze key revenue sources such as sales and use tax. Following this analysis, the Finance team recommended to the City Manager's Office that the \$50,000 in "One Time Funds" for the Visitor's Center could be allocated in addition to other needs included in the recommended Additional Appropriation Ordinance that is presented for First Reading on the April 5 agenda and for consideration by the City Council during the Public Hearing scheduled for April 19. These funds will support the following Arvada Visitor’s Center Programs and Services that would have otherwise been eliminated:

- (2) shared employees with Chamber;
- (1) PT weekend staff person to have the VC open set hours during the spring/summer months;
- Denver Relocation Guide advertising (12 month campaign, print + digital);
- Spring/summer advertising campaign;
- Rocky Mountain Journal advertising (focuses on visitors to Colorado from the western states);
- Visitor Research project (using outside contractor, multi-month project); and
- Continuation at 2020 funded levels for the following budget categories: contingency, relationship management, legal/contracts, professional development.

Discussion

The 2021 Arvada Visitors Center Strategic Plan and 2021 Visitors Center Budget are attached. The Arvada Visitor's Center Strategic Plan includes goals, ideas and direction that support the mission and vision of the Board and the funding sources and expenditures to implement that vision.

Public Contact

Posting of the City Council agenda and notification to the Arvada Visitors Center Board of Directors.

Commission Recommendation

The Arvada Center Visitors Board of Directors collaborated with the City team to develop the Agreement and support the recommendation presented herein.

Strategic Alignment

This recommended action aligns with the Vibrant Communities and Neighborhoods Priority Area within the City Council Strategic Plan. Specifically, the recommended action supports the following Principle within the VCN Priority Area:

Provides meaningful ways for the community to engage with local government and strategic partnerships to advance quality of life by embracing both Arvada’s small town traditions and history and future changes to achieve an inclusive, equitable, diverse, prosperous, and resilient community that cares about its neighbors.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-053, A Resolution Approving the Arvada Visitors Center 2021 Strategic Plan.

Suggested Motion:

I move that R21-053, A Resolution Approving the Arvada Visitors Center 2021 Strategic Plan, be (approved) (rejected).

Prepared by:

Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Rachel Morris, City Attorney	3/3/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/16/2021
Bryan Archer, Director of Finance	3/16/2021
Lorie Gillis, Deputy City Manager	3/22/2021
Mark Deven, City Manager	3/24/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-053

A RESOLUTION APPROVING THE 2021 ARVADA VISITORS CENTER STRATEGIC
PLAN

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, the 2021 Arvada Visitors Center Strategic Plan, 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 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

2021 Strategic Plan



MISSION: The Arvada Visitors Center connects people to authentic experiences that inspire them to stay in our exceptional community, for a day or a lifetime.

VISION: The first step to a memorable experience in Arvada.

Who Are We?

The Arvada Visitor Center is the tourism arm of the city. We assist residents, future residents and guests explore Arvada to its fullest. We increase awareness of this community and inspire travel to Arvada, ensuring the city's restaurants, retail shops and attractions stay strong and vibrant. We want to ensure our city remains a popular destination for visitors and a home for those considering relocation to the area.

What Makes Us Unique?

We are the Arvada organization that has the ability to share a wide range of information without restriction. We do not have geographical boundaries to bind us, an organizational mission that could hinder us, or specific members to feature that would guide us. We have the innate ability to be the "go-to organization" where other partners might not be able.



What is our Biggest Goal for 2021?

Consistency in sharing the unique stories that make Arvada a must-see, must-visit community.

How Will We Do It?

We will use the following in our toolkit:

- Social media
- Public Relations
- E-marketing
- Paid marketing tactics (digital ads, direct mail)
- Engaging website
- Partnership support (Arvada partners plus further activation with Visit Denver and Visit Colorado)
- Grassroots outreach (Visitor Guides, Relocation Guides)

What Do We Want to Achieve?

We have set the following (5) measurable goals for 2021:

- 1** Develop and distribute a minimum of **30 creative eblasts** that will mention more than **100+ Arvada** businesses and organizations, highlighting the best of our community
- 2** Increase all VC audience **followings by 10%** {see "By the numbers" for current baselines}
- 3** Execute a minimum of **(1) promotion/event/partnership** with the following (10) key Arvada organizations:
 - Arvada Center for the Arts and Humanities
 - Arvada Chamber of Commerce
 - Arvada Economic Development Association
 - Arvada Hilton Garden Inn
 - Apex Park and Recreation District
 - Candelas
 - City of Arvada
 - City of Arvada Festivals Commission
 - Majestic View Nature Center
 - Olde Town Business Improvement District
- 4** Meet **\$10k sponsorship goal** for the year
- 5** Attract **50,000+ unique users** to visitarvada.org



Arvada Visitors Center by the Numbers



5,079



2,130



1,046



6,300



2021 Timeline of Major Projects



Quarter 1

- New website development
- Visitor Guide – content creation/ad sales
- Sponsorship generation



Quarter 2

- Launch new website
- Summer marketing campaign development
- Visitor Guide – May 1 distribution
- Relocation Guide – content creation/ad sales
- Sponsorship generation



Quarter 3

- Relocation Guide – Sept 1 distribution
- Holiday Planning
- Holiday direct mail piece development



Quarter 4

- Holiday execution
- 2021 Planning



Ongoing throughout the year

- Member – Arvada Resiliency Taskforce – COVID 19 recovery
- Leadership role – Arvada annual PR plan (partners also include AEDA, City, BID, Chamber)
- Lead monthly VCAC meetings (10+ Arvada organizations participate)



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-054 A Resolution Authorizing the Adoption of the City of Arvada 2019 Water Conservation Plan

Report in Brief

Water is scarce in Colorado's climate, and water conservation is a key component of good stewardship of the limited resource. The City of Arvada 2019 Water Conservation Plan contains a summary of services and practices employed by the City team to support water conservation. This plan is an update from the previously approved plan dated 2010 and was developed by the Arvada team to meet state requirements for water providers. Approval of this resolution to authorize the adoption of the plan will meet the requirements of Section 37-60-126 of the Colorado Revised Statutes.

The Arvada team recommends that the City Council approve R21-054, A Resolution Authorizing the Adoption of the City of Arvada 2019 Water Conservation Plan.

Financial Impact

There is no financial impact related to adoption of the City of Arvada 2019 Water Conservation Plan.

Background

Water is scarce in Colorado's climate, and water conservation is a key component of good stewardship of the limited resource. Water conservation services and practices are employed by teams in both the Infrastructure and Vibrant Communities and Neighborhoods work systems. Services for the community include Garden-in-a-Box and education through a partnership with Resource Central and school-age education through the Majestic View Nature Center. Internal practices include a leak detection program and a water rates structure that encourages conservation.

The City of Arvada 2019 Water Conservation Plan contains a summary of these services and practices employed by the City team to support water conservation. The development of this plan included gathering data on water usage, services, and seeking public input through Ask Arvada. Prior to submitting this Resolution for consideration by the City Council, the City team has worked with the state Colorado Water Conservation Board to obtain their approval. Approval for the previous year's plan is common practice. Due to delays in the state review process and COVID impacts on the City team, we are bringing this before Council later than normal.

This plan is an update from the previously approved 2010 plan and was developed by the Arvada team to meet state requirements for water providers. Approval of this resolution to authorize the adoption of the plan will meet the requirements of Section 37-60-126 of the Colorado Revised Statutes. The next plan update will be due to the state in 2030.

Discussion

The City team recommends adoption of this plan in order to meet state statutory requirements. It is also a valuable reference document that describes services and practices employed by the City to support water conservation.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

Authorizing the adoption of the City of Arvada 2019 Water Conservation Plan aligns with the following Principle stated within the Infrastructure Priority Area:

Provides the community with a safe, reliable, high-quality water supply, drainage system, and wastewater disposal services for full city build-out, as defined by the Comprehensive Plan.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-054, A Resolution Authorizing the Adoption of the City of Arvada 2019 Water Conservation Plan.

Suggested Motion:

I move that R21-054, A Resolution Authorizing the Adoption of the City of Arvada 2019 Water Conservation Plan, be (approved) (rejected).

Prepared by:
Sharon Israel, Director of Utilities

Reviewed by:
Hannah Gregory, Legal Administrative Assistant 3/23/2021
Erika Pierce, Litigation Paralegal 3/23/2021

Approved by:

Sharon Israel, Director of Utilities	3/17/2021
Bryan Archer, Director of Finance	3/17/2021
Laura Hemler, Assistant City Attorney	3/23/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-054

A RESOLUTION AUTHORIZING THE ADOPTION OF THE CITY OF ARVADA
2019 WATER CONSERVATION PLAN

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

Section 1. There is hereby approved and adopted the 2019 Water Conservation Plan dated September 2019 (“the Plan”), a copy of which is attached hereto.

Section 2. Any prior Plan previously adopted is hereby superseded by approval and adoption of this Plan.

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

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



Water Conservation Plan

September 2019



Table of Contents

Section 1: Introduction

- Arvada's History
- Definition of Terms

Section 2: Profile of Existing Water System

- Water Sources and Delivery
- Water Billing and Rate Structure

Section 3: Current Water Conservation Efforts

- City Efforts
- Public Education
- City Facilities

Section 4: Water Use and Forecasted Demands

- Current Water Use
- Demand Forecast

Section 5: Proposed Facilities

- Moffat Collection System Project
- Highway 93 Reservoir
- Candelas Development Water Storage

Section 6: Conservation Goals

Section 7: Identify Water Conservation Measures and Programs

Section 8: Evaluation and Selection of Measures & Programs

- Water Efficient Fixtures and Appliances
- Landscape Efficiency
- Industrial and Commercial Efficiency
- Water Reuse Systems
- Distribution System Leak Detection and Replacement
- Public Education and Information Dissemination
- Customer Water Use Audits
- Water Rates Structure and Billing Systems
- Regulations and Ordinances
- Rebates and Incentives

Section 9: Monitoring, Evaluating, and Revising the Conservation Plan

List of Tables

Table 1: Service Connections

Table 2: Total Water Production

Table 3: Non-Residential Water Use- Within City

Table 4: Non-Residential Water Use- Outside City

Table 5: Current Water Use

Table 6: Arvada Population Forecast

Table 7: Preliminary Water Demand Forecast

Table 8: Average-Day and Maximum-Day Demand Forecast

Table 9: Water Supply Conservation Goals

Table 10: Water Use Trend

Table 11: Water Conservation Measures and Programs

Table 12: Previous Rebate Programs

Introduction

Arvada's History

Arvada's history began in June of 1850 with the first recorded discovery of gold in Colorado by Lewis Ralston. The first irrigation ditch was dug in 1860 and a maze of irrigation ditches followed, many of which still exist today. The ditches alone could not provide enough reliable, quality water, and the first well was dug in 1870.



When the Town of Arvada was incorporated in 1904, it was an agricultural community known as the “Celery Capital of the World”. The town had a population of 600. Water was either drawn from individual wells or from buckets filled in the irrigation ditches.

As Arvada's early pioneers settled into their daily routines, the demands for water grew along with the population. Farmers needed water to grow crops and miners required water for milling operations. The local blacksmith and the barber needed water for their daily operations as well.

A primary responsibility of any municipality is the provision of water. In 1910, the Arvada Water Tank was completed, providing artesian water that promised to end all water problems. However, it didn't take long for a growing population to stress the existing water system.

Throughout the years that followed, more wells were dug and dug deeper again. Pumps were installed and more water storage was added. By 1955 the population had grown to over 10,000. Residents were using 160 million gallons of water on an annual basis, and the well system was strained to the breaking point.

In 1957, a small water treatment plant was built which utilized water from the Clear Creek basin water rights the City had acquired.

In 1960, a contract was signed between Arvada and the Denver Water Board for 19,000 acre feet of water per year. The contract secures three-fourths of Arvada's current annual water needs. This water is collected from the Fraser River and South Boulder Creek Basins and transported first to Gross Reservoir and then to Ralston Reservoir. The water is treated in the City's Ralston Water Treatment Plant, which operates year-round.

The remaining one-fourth of the City's water supply comes from the City's Clear Creek basin water rights. These agricultural rights have been converted into municipal use. This water is stored in the Arvada Reservoir and treated in the Arvada water treatment plant facility, a peaking plant generally used in the summer months.

Today, Arvada is a bustling city combining suburban residential comfort with an eclectic mix of lively businesses. Spread out over more than 25,000 acres of land, the City's population has grown to over 120,000.

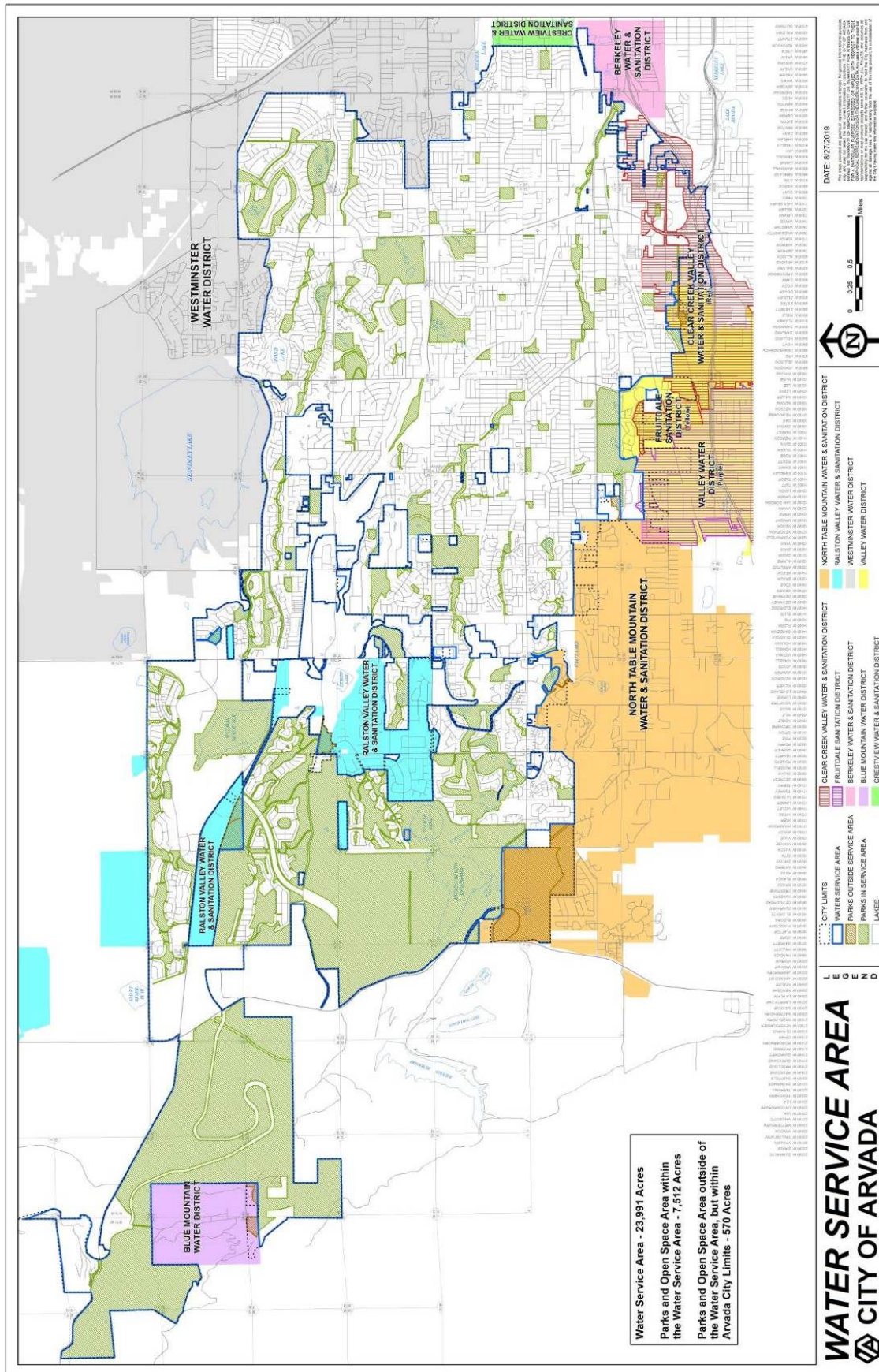
Throughout Colorado the competition and expense for water supplies is increasing while the availability of local water supply sources is decreasing. Water conservation is becoming an increasingly important staple in water management strategies across the Front Range.

Fortunately, the City of Arvada has been a longtime advocate of water conservation. The City adopted universal metering prior to 1950. In 1974 a billing structure was developed with increasing block rates according to customer usage. In 1979 a City code was adopted requiring that all plumbing fixtures be low-flow and all exterior hoses have automatic shut-off valves. In 1989, a comprehensive Water Conservation Master Plan was created and adopted. And most recently, the Arvada Water Supply and Demand Analysis was completed in 2015.

The following is an updated version of Arvada's existing water conservation plan pursuant to the requirements of the Office of Water Conservation and Drought Planning §37-60-126. The statute states that all entities which serve more than 2,000 acre-feet of water per year must file a Conservation Plan with the Colorado Water Conservation Board, and that the plan be updated at least every seven years.

Definition of Terms

Acre-Foot (AF):	The amount of water it would take to cover one acre of land to a depth of one foot; 325,851 gallons.
GPF:	Gallons per flush.
GPM:	Gallons per minute.
Maximum Day:	The largest amount of water used in a single day.
MGD:	Million gallons per day.
MGH:	Million gallons per hour.
Potable Use:	Water that is treated to drinking water standards for municipal use.
Non-Potable Use:	Water that is not treated and is either used for irrigation or other non-potable uses.
Return Flows:	A portion of a water right that was historically used for irrigation that was not consumed by crops and made its way back to the river system as surface water and groundwater.
SFE:	Single Family Equivalent- the amount of water used in a typical single-family home in one year.
ULV:	Ultra-Low Volume- low-flow toilets that use 1.6 gallons of water or less per flush.



Profile of Existing Water System

Water Sources and Delivery

The City of Arvada covers 39.51 square miles of land, has a current population of approximately 120,490 residents, and maintains 625 miles of distribution mains. The City operates two water treatment plants: Ralston Water Treatment Plant, with a capacity of 36 mgd, and Arvada Water Treatment Plant, with a capacity of 16 mgd. The City of Arvada has emergency interconnects with the City of Westminster and North Table Mountain Water and Sanitation District.

The City has two perpetual firm yield contracts with the Denver Water Board, representing up to 19,531 AF of raw water annually.¹ In addition, Arvada also owns various surface rights in the Clear Creek watershed with an average annual yield of 5,500 AF. Arvada is not currently utilizing its decreed non-tributary groundwater in its domestic water supply.

Arvada Reservoir is the City's main water storage facility with a capacity of 6,361 AF.

Combining the two water treatment plants, Arvada has a total supply capacity of 52 mgd. Maximum water production capacity is 2.17 mgh.

The City's water accounts are fully metered. 2018 service connections and water consumption are broken down as follows:

Table 1: Service Connections

TYPE	ACCOUNTS
Single Family	34,964
Multi-Family Taps	1,489
Commercial	991
Parks & Irrigation	342
Other Accounts	12
TOTAL:	37,798

¹ Storage facilities for contractual water are owned and operated by Denver Water.

Table 2: 2018 Total Water Production (in Acre Feet)

Metered Water:	
Residential	12,615
Commercial	2,123
Parks & Irrigation	2,219
Other	410
Non-Billed Metered Water	192
Total Metered Water	17,559
Estimated Usage (R&M,Utility,Fire,etc.)	161
Water Loss	843
Total Water Produced	18,563

Water Billing and Rate Structure

The City of Arvada has a four-tiered bimonthly billing system. For in-city residential accounts, consumption up to 30,000 gallons is billed at the first tier rate. As of January 2019, the first tier rate is \$3.96 per 1000 gallons. Usage between 30,001 and 60,000 gallons is billed at the second tier rate of \$4.96 per 1000 gallons. Usage between 60,001 and 90,000 gallons is billed at the third tier rate of \$5.94 per 1000 gallons. Anything over 90,000 gallons is billed at the fourth tier rate, \$7.92 per 1000 gallons. Out-of-city customers pay double the in-city rates following the same tier structure; \$7.92 per 1000 gallons for the first tier, \$9.92 for the second tier, \$11.88 for the third tier, and \$15.84 for the fourth tier.

Commercial customers have separate tiers based on the size of the meter, as shown below.

Table 3: Non-Residential Water Use Charges- Within City

Meter Size	<i>Quantity (in 1,000 gallons) at a rate of \$3.96 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$4.96 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$5.94 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$7.92 per 1,000 gallons</i>
5/8" x 3/4"	0 to 170	170 to 340	340 to 510	All Over 510
3/4"	0 to 170	170 to 340	340 to 510	All Over 510
1"	0 to 280	280 to 560	560 to 840	All Over 840
1 1/2"	0 to 600	600 to 1,200	1,200 to 1,800	All Over 1,800
2"	0 to 900	900 to 1,800	1,800 to 2,700	All Over 2,700
3"	0 to 2,000	2,000 to 4,000	4,000 to 6,000	All Over 6,000
4"	0 to 3,400	3,400 to 6,800	6,800 to 10,200	All Over 10,200

Table 4: Non-Residential Water Use Charges- Outside City

Meter Size	<i>Quantity (in 1,000 gallons) at a rate of \$7.92 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$9.92 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$11.88 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$15.84 per 1,000 gallons</i>
5/8" x 3/4"	0 to 170	170 to 340	340 to 510	All Over 510
3/4"	0 to 170	170 to 340	340 to 510	All Over 510
1"	0 to 280	280 to 560	560 to 840	All Over 840
1 1/2"	0 to 600	600 to 1,200	1,200 to 1,800	All Over 1,800
2"	0 to 900	900 to 1,800	1,800 to 2,700	All Over 2,700
3"	0 to 2,000	2,000 to 4,000	4,000 to 6,000	All Over 6,000
4"	0 to 3,400	3,400 to 6,800	6,800 to 10,200	All Over 10,200

Current Water Conservation Efforts

The City of Arvada has a comprehensive water conservation program in place with current emphasis on increasing the level of customer participation. The City is required by contract to follow any emergency water restrictions imposed by the Denver Water Board. Current water-reduction guidelines in place pertain to the summer watering season, between May 1 and October 1, and state that customers should avoid watering between 10 am and 6 pm, not allow water to spray or pool on non-landscape areas, and avoid using spray irrigation during rain or strong winds.

City Efforts

- The City requires the installation of ultra low-volume (ULV) toilets for new construction or when remodeling includes changes to the existing plumbing system.
- Reduced tap fees are offered for water-conserving landscaping.
- An ongoing Xeriscape program at the Majestic View Nature Center, which includes demonstration gardens and public education, is available to the public year-round.
- Watering guidelines as well as water conservation tips are available on the City's website.
- Garden-in-a-Box kits and Water-Wise Landscape Seminars are offered seasonally to all City residents.
- 6% of the water system is inspected for leaks annually.
- Approximately 20% of the Water Fund's annual operating budget is dedicated to replacing old and leaking pipe infrastructure.

Public Education

The City of Arvada takes advantage of the many types of media available for relaying water conservation information to the citizens of Arvada.

- Water-saving tips are posted on the City's public website at arvada.org.
- The Arvada Report, which is a bi-monthly newsletter sent out to Arvada residents and businesses, periodically contains water conservation information such as watering guidelines, water-saving tips, and information on detecting sprinkler system leaks.

- The City's Nature Center staff educates both adults and children with their hands-on water demonstrations both at the Majestic View Nature Center and at local elementary schools.

City Facilities

The Majestic View Nature Center is a 3,000 square-foot public facility located in Arvada that features hands-on nature and environmental displays, Xeriscape gardens, wildlife exhibits, classrooms, and a children's area. The following is their 2018 Water Education Report which is supplied to various departments within the City:

Water Education Report 2018 Majestic View Nature Center

Within Majestic View Nature Center's mission of promoting environmental education and interpretive sciences for the Arvada community, many programs focus on Water Conservation and Stormwater Education. In 2018 the Nature Center worked with schools, scout groups and the public in varying capacities from education to partnering with programs that promote water conservation.

The *Science and Conservation of Water* outreach program was presented to ten 6th grade classes (556 students). Four of the ten classes (209 students) finished the optional at-home water conservation challenge to earn a pizza party. Each class received a 40 minute to 1 hour program focusing on the importance of water, the water cycle, Arvada's water sources and conservation ideas. The students received a kit containing their at-home challenge booklet, an information book about water and water resources, a Water Conservation Water Wheel, Toilet Tabs to check for leaks and a Shower Timer.

As part of the *Elementary Exploration* field trip program, seven schools/groups (575 students) chose the Enviroscope class-water pollution source, during their field trip. These students went through a 25-minute hands-on demonstration showing what types of pollutants can end up in our waterways and how it gets there.

The Nature Center's water conserving demonstration garden has name tags for the public to use in deciding which plants they would like in their garden, and an online virtual tour of the garden is in development to be placed on an interactive-touchscreen device within the Nature Center.

The Center has been a host site for *Garden in a Box* pick-up for the past 5 years and this year 510 people visited the site while receiving their water-conserving garden plants. 75 people visited Majestic View while they were picking up their low water demand trees during the *Trees Across Arvada* Event which the Nature Center has hosted for at least 11 years.

Majestic View Nature Center also worked with KATV to create a water-conserving educational video that challenged viewers to become Water Wise. This video encouraged viewers to complete a water conserving checklist, available on our website or in the Nature Center, to look around their home for ways to prevent water waste. If completed and brought into the Nature Center, viewers would receive a prize. The prize is the same as the take-home kits for the *Science and Conservation of Water* students. This was released in late 2018 and already has three completed checklists with 162 views on YouTube and reached 904 Facebook users.

Overall, Majestic View Nature Center ran water focused education programs for 1,131 students and 139 adults in on-site and outreach school programs in 2018. The sustained support from the City of Arvada's Department of Utilities is appreciated and staff is excited to continue promoting water conservation and storm water education.

Water Use and Forecasted Demands

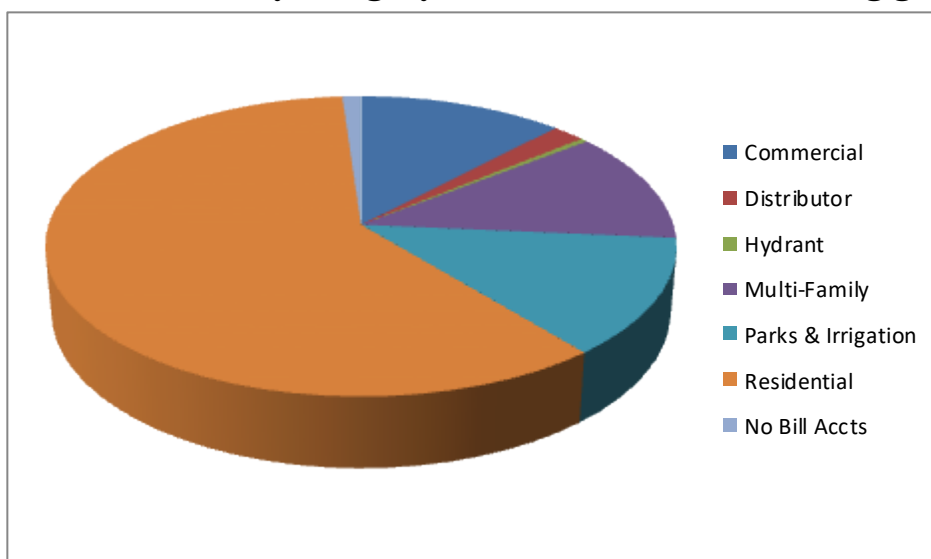
Current Water Use

The City of Arvada supplied 17,559 acre-feet of water to 37,798 accounts in 2018. Accounts are broken down into the following categories:

Table 5: Current Water Use

Category	Acre-Feet
Distributor	335
Hydrant Meters	75
Commercial	2,123
Single-Family Residential	10,510
Multi-Family Residential	2,105
Parks & Irrigation	2,219
No-Bill Accounts	192
TOTAL	17,559

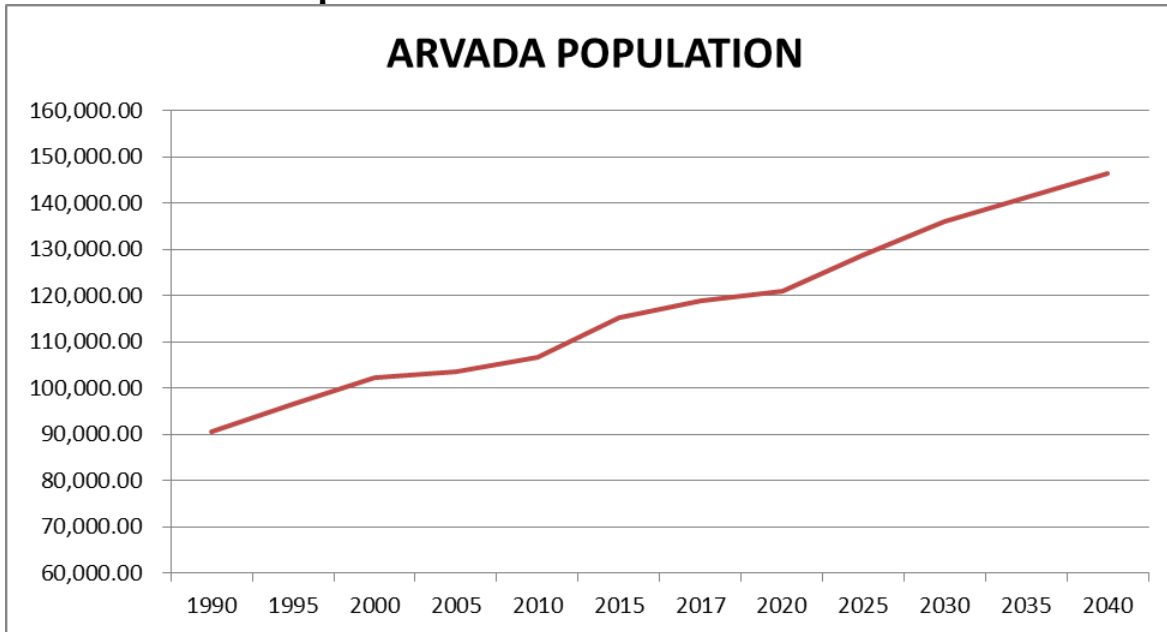
2018 Water use by category can be seen in the following graph:



Demand Forecast

From 1990 to 2018, Arvada's population grew from 90,490 to 120,492. The Arvada Water Supply and Demand Analysis forecasts a steady population increase to over 146,000 by 2040.

Table 6: Arvada Population Forecast



Anticipating a steady population increase and a similar trend in job growth, the table below shows an approximate annual water demand of 20,902 acre-feet per year by 2038.

Table 7: Preliminary Water Demand Forecast (in acre-feet)

	2018	5-Year Forecast	10-Year Forecast	20-Year Forecast
Residential Demand				
Annual Water Sales- Residential	15,244			
Current Population	120,492			
Residential Sales per Capita	0.1265			
Projected Population		125,000	132,500	144,500
Projected Residential Water Demand		15,813	16,761	18,279
Non-Residential Demand				
Annual Non-Residential Sales	2,123			
Current Number of Jobs	37,207			
Water Use per Job	0.0571			
Projected Number of Jobs		38,821	40,036	42,575
Projected Non-Residential Water Demand		2,217	2,286	2,431
Non-Account Water				
Current and Forecasted Amount	192	192	192	192
Water System Total Demand				
Current Total Annual Water Demand	17,559			
Projected Total Annual Water Demand		18,221	19,239	20,902
Total Annual Water Demand Forecast	17,559	18,221	19,239	20,902

Based on the above chart, average-day and maximum-day demand can be forecast as follows:

Table 8: Average-Day and Maximum-Day Demand Forecast (in mgd)

	2018	5-Year Forecast	10-Year Forecast	20-Year Forecast
Average-Day Demand	15.0	15.7	16.5	18.1
Maximum-Day Demand	41.2			
Maximum to Average Day Demand Ratio	2.75			
Projected Maximum-Day Demand		43.1	45.3	49.7
Maximum-Day Demand Forecast	41.2	43.1	45.3	49.7
Daily Treatment Capacity	52.0	52.0	52.0	52.0

Proposed Facilities

Moffat Collection System Project

The City of Arvada and Denver Water have entered into a contract that would provide Arvada with 3,000 acre-feet of raw water with storage. This project will include the expansion of Gross Reservoir. Construction is anticipated to begin by 2020, with an estimated cost to the City of Arvada of \$111 million.

Highway 93 Reservoir

Highway 93 Reservoir is a proposed storage area in western Arvada that would provide an additional 3,000 acre-feet of water storage. Estimated costs are between \$30 and \$50 million dollars. Construction is anticipated to begin in 2025.

Candelas Development Water Storage

The Candelas Development is a 1500-acre urban renewal area located in the northwest quadrant of the City of Arvada. Several water storage tanks have been built as the development has progressed. An additional 1.5 million gallon tank will be constructed by 2021. The estimated cost is \$3.2 million.

Conservation Goals

Water Conservation Goals

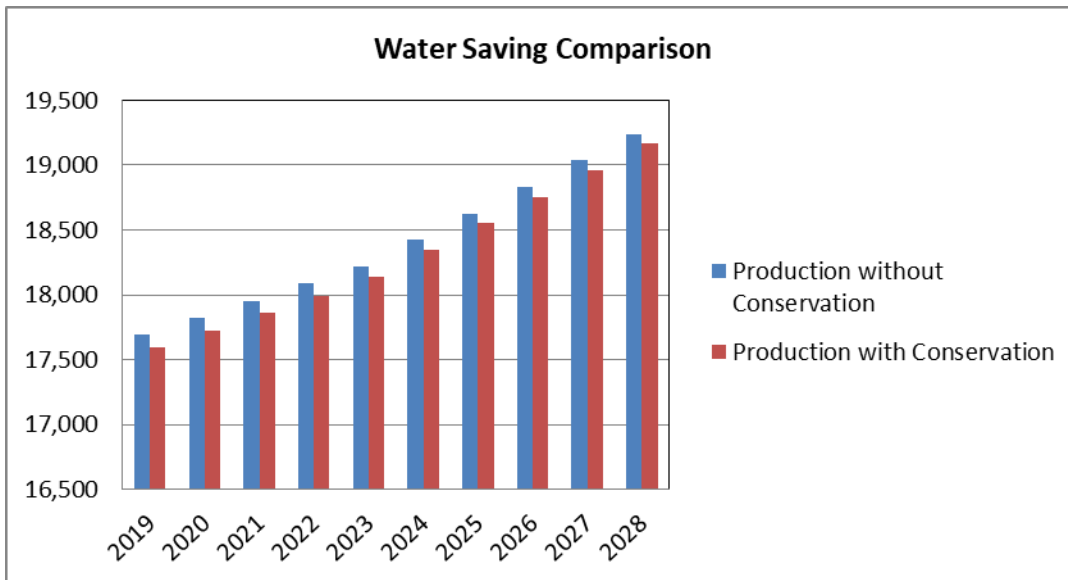
Water conservation can benefit the citizens of Arvada by preserving water resources, lowering long term water costs, reducing demand on the wastewater system, and extending the life of existing facilities.

The City Council has adopted goals relating to resource conservation and the environment in its Comprehensive Plan. Water supply conservation goals are as follows:

Table 9: Water Supply Conservation Goals

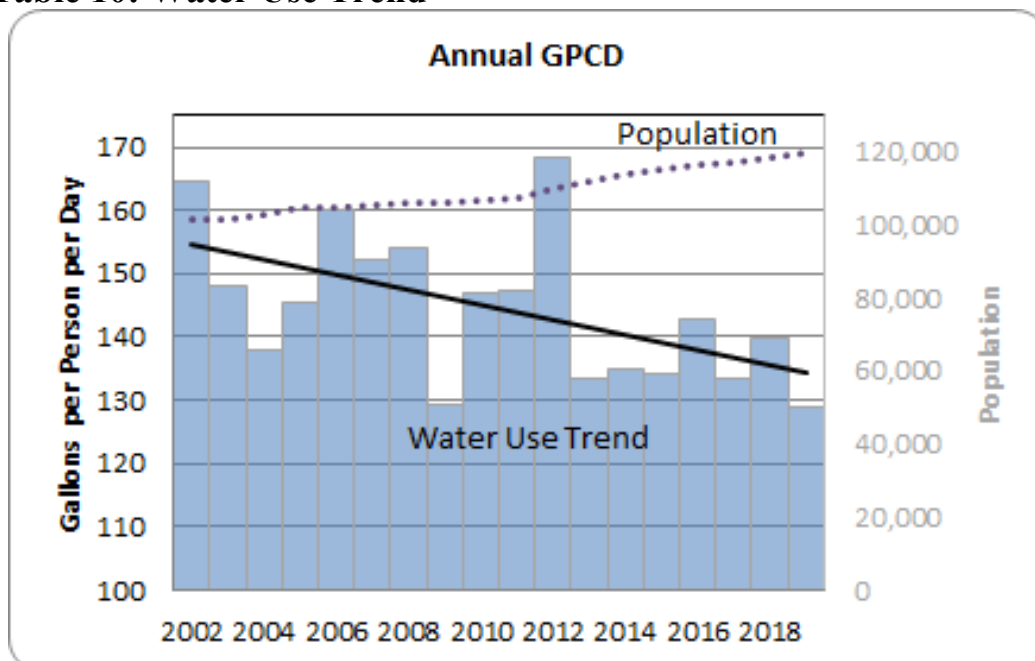
R-7.1 Water-Wise Landscaping	Review and amend the Land Development Code for xeric and urban landscaping requirements: being written with periodic updates to City Council.
R-7.2 Water Efficient Compact Development	Promote Transit Oriented Development, compact and mixed use development opportunities to developers. This will also be included in the Land Development Code update.
R-7.3 Expand Public Education Programs	Continue long-term partnership with the Resource Center to offer “Garden-in-a-box” and other homeowner programs. The focus is on turf reduction as well as encouraging use of EPA’s WaterSense labeled products.
R-7.4 Increase Water Conservation on Public Lands	New park projects incorporate 15% or greater native landscape per Parks Master Plan recommendations.
R-7.5 Internal Water Efficiency	Support EPA WaterSense program for development and promotion of efficient water application devices.

The City believes its programs will result in an additional 838 AF of water savings by 2029. This amount was reached by forecasting future water consumption, factoring in future population growth, and estimating a declining rate of savings. The 838 AF is based on combined passive and active conservation efforts and represents an overall decrease of 4% of the annual 19,239 AF estimated in our ten-year forecast, as shown in the graph below.



The City of Arvada remains dedicated to water conservation. The City’s current water conservation programs have resulted in significant reductions in water needs. As the population has continued to rise, the water use trend has continued to decline. The City will be continuing these effective programs. Although Arvada is optimistic about reduced consumption as a result of water conservation, we will continue to plan ahead for future drought and potential water shortages through the planned Moffat Collection System Expansion Project.

Table 10: Water Use Trend



Identify Water Conservation Measures & Programs

Per the requirements stated in statute 37-60-126, the following water conservation measures and programs have been identified and evaluated for current implementation and future consideration.

Table 11: Water Conservation Measures and Programs

Conservation Measure	Program	Cost	Water Savings in Acre-Feet per year
Water-Efficient Fixtures & Appliances	Water Conservation Ordinance	-	-
Landscape Efficiency- Seminars	Water-Wise Landscape Seminars	5,400	.5
Landscape Efficiency- Consultations	Landscape Consultations	17,000	1.6
Landscape Efficiency- Xeriscape/Customer Incentives	Garden-In-A-Box Program	28,300	1.4
Landscape Efficiency- Customer Incentives	Reduced tap fee program	-	31.4
Water-Wise Landscaping Code Requirements	Revisions to development standards requiring more water-efficient landscaping	-	7.9
Water Efficient Compact Development Code Changes	Revisions to zoning requirements to allow for less landscaped area	-	1.6
Increase Water Conservation on Public Lands	New park projects to incorporate 15% or greater native landscape	-	1.5
Water Efficient Industrial & Commercial Water Using Processes	Car Wash Recycle Program	-	-
Distribution System Leak Detection and Replacement	Replacement of worn out leaking pipelines	3,800,000	27
Public Education and Information Dissemination	Various Programs	32,000	25
Water Rates Structure and Billing Systems Designed to Encourage Efficiency	4-Tiered Bimonthly Billing System	-	-
Regulations/Ordinances	Currently Implemented	-	-
		3,882,700	97.9

Evaluation and Selection of Conservation Measures & Programs

Water Efficient Fixtures and Appliances

The City of Arvada has low-flow plumbing ordinances in place that require the installation of ULV toilets on all new construction or when any remodeling includes changes to the existing plumbing system. As specified in the regulations/ordinances section of this Plan, all additions and alterations to existing residential, commercial, and industrial structures issued a building permit must comply with the 1.6 gallons or less per flush for toilets. In addition, all showerheads used for the purpose of bathing, lavatory faucets, and sink faucets shall have a maximum flow capacity of 2.5 gallons per minute. However, due to the increased availability and lower costs of higher-efficiency fixtures and appliances, many builders and homeowners are opting for the newer EPA standard toilets and showerheads that use a maximum of 1.28 gpf and 2.0 gpm, respectively.

Landscape Efficiency

The City of Arvada's Land Development Code requires water wise landscaping standards. These standards are explained in the Regulations/Ordinances section of this Plan. The City has an ongoing Xeriscape program which includes demonstration gardens and public education. A large interactive demonstration garden was debuted in 2010 at the Majestic View Nature Center.

Partnering with ReSource Central, the City offers Landscape Seminars which focus on Xeriscaping and other sustainable landscaping practices. 297 people attended the seminars in 2018.

ReSource Central also offers professional landscape consultations designed to help residents save water through changes in landscape. They provided 166 consultations and follow-ups in 2018, at no charge to City residents.

Arvada has participated in ReSource Central's Garden-in-a-Box Xeriscape Program since 2013. Through this program, the City offers residents "plant-by-number" Xeriscape gardens along with the planting and care instructions. The gardens use half the water of typical landscapes, and are offered to the residents at a discounted cost.

The city purchased 456 gardens in 2018 at a cost of \$28,272. For each garden that replaces turf, the water savings is estimated at 1,000 gallons per year. This program has proven very popular in recent years.

Reduced tap fees are offered for water-conserving landscaping. Owners and developers who request an irrigation meter are required to supply the City's Utility department with maps and information detailing how much of the landscape/irrigation area will be sod (non-conserving landscape) and how much will be non-sod, such as mulch beds, shrubs, or trees (water-conserving landscape). The plans are reviewed, and the tap fees are then determined based on square footage of sod and non-sod areas.

Current tap fees are 1.48 cents per square foot for sod, and 74 cents per square foot for non-sod. The reduced tap-fee program is listed in the City's Water Tap Fee schedule which is posted on the City's web page or available at City Hall. Tap fees are determined on a case-by-case basis. To estimate savings, the City of Arvada issued irrigation taps in 2018 that irrigated 1,137,650 square feet of low-water-use landscaping. Assuming non-sod areas need 9 gallons per square foot per year and sod needs 18 gallons per square foot per year, the reduced tap fee program saved approximately 31.4 AF of water.

In addition, the City of Arvada has drafted updates to the Land Development Code, which are currently under review. The new code is scheduled to be adopted in 2020. Three new water conservation measures are included in the updates.

Development standards will require 10% more water-wise landscaping for new developments. It is estimated that 8 gallons per square foot will be saved. Based on developments approved in 2018, approximately 7.93 AF of water would be saved annually.

Revisions to zoning requirements will allow for smaller lot sizes in exchange for permanent protection of sensitive lands and/or common open space. The result will be a 10% reduction in that landscaped area. Based on an estimate that one development annually will take advantage of this type of zoning, an estimated 1.63 AF of water will be saved.

To increase water conservation on public lands, the City will require all new park projects to incorporate 15% or greater native landscape. At one ten-acre park per year, a 15% savings will equate to 1.5 AF of water saved.

Industrial and Commercial Efficiency

All in-bay automatic and conveyor car wash installations that obtain a certificate of occupancy or a temporary certificate of occupancy from and after June 1, 2003 that use water supplied by the city water system shall be required to be equipped with, and shall maintain in operation, a water recycling system that will recycle not less than 50 percent of the water being used by such car wash installation.

Water use at car washes varies greatly due to many factors such as weather, location, and type of car wash. Therefore, estimating water savings as a result of water recycling can be somewhat difficult. However, according to the International Carwash Association, water use by car washes with reclaim systems can reduce water use by more than half.

Water Reuse Systems

By contract, the water obtained from Denver Water cannot be reused. Arvada has a one-time use with this water, and then dominion and control reverts back to Denver Water. The City has a number of water rights that allow for reuse of return flows. The City currently utilizes return flow credits to supplement the raw water supply. Approximately one half of our Clear Creek water is treated at the Metro Wastewater Reclamation District, which we then use to meet our return flow obligations on the South Platte.

Distribution System Leak Detection and Replacement

The City utilizes a leak detection system to routinely monitor the system for leaks that have not surfaced. The City's Water Transmission and Distribution Department uses Permalog sensors to survey for leaks. The data is collected by a receiver and then downloaded to a computer for analysis. The system is also used to assist homeowners in detecting leaks in the household system.

In addition, the City has an ongoing main line replacement program which costs approximately \$3.8 million per year to replace the older water mains, which are increasingly prone to failure and leakage. Literature reviews

indicate that between 250,000 and 300,000 breaks occur every year in the U.S., which corresponds to a rate of 25 to 30 breaks/(100 miles)/year (Grigg, 2007; Deb et al., 2002). It is estimated that the main replacement program prevents the loss of approximately 27 AF of water per year.

Public Education and Information Dissemination

The City currently utilizes water-bill inserts, newsletters, informational booths at public events, youth education programs, the City website, and social media such as Twitter and Facebook to educate and engage its customers regarding water conservation and water resources management. In addition, the City employs a full-time Water Conservation Specialist at the Majestic View Nature Center. This position was funded to help provide water conservation educational materials to the public, with many of the programs designed for elementary-age children.

According to *Water Conservation for Small- and Medium-Sized Utilities* (Deborah Green, 2010), public information, on its own, is likely to save the least amount of water when compared to other measures. When public information is the only measure offered by a utility, water savings range from 2 to 5 percent during non-crisis periods. It is, however, intended to support and supplement the other measures by providing residents and businesses information about the water-saving programs available to them. Although the direct effects of public education alone cannot be measured, it is a vital part of the overall water conservation plan, encouraging consumer behavioral and lifestyle changes.

Customer Water Use Audits

The City of Arvada conducted a Residential Water Audit Program from 1991 to 1993. The program included retrofitting homes with low-flow showerheads, faucet aerators, and Future Flush toilet retrofit devices. The project also included distributing literature, education, and a review of individual water consumption histories. The three-year cost of the project was \$189,200, with 90.6 AF of water saved.

The City's current water use audits are done through the billing system and are based on monitoring increases in customer water consumption. A large jump in water consumption from one billing cycle to the next triggers an account review. Customers are contacted by City staff to quickly notify them of the increase and to assist in determining the cause of the increase.

Bi-monthly reports, which are created through the billing system, flag accounts with possible leaks and list the top 100 water users. The potential leaks are forwarded to the leak detection program administrator for review, and the list of high water users is analyzed by the water resources administrator.

Water Rates Structure and Billing Systems Designed to Encourage Efficiency

The City's water rates are designed to promote water conservation. The City has a four-tiered bimonthly billing system for its residential customers, with inclining block rates based on usage. Commercial customers have separate tiers based on the size of the meter. See the Water Billing and Rate Structure section of the plan for details.

Regulations/Ordinances

City of Arvada- Land Development Code

Section 6.5.2, Parts G and H

G. Water Wise Landscaping Required. All landscaping plans shall be designed to conserve water to the greatest degree practicable. The regulations of paragraph "H" cover the following types of development:

1. Single-family detached development where landscaping is installed by the developer or builder;
2. Two-family development where landscaping is installed by the developer or builder;
3. Multi-family development;
4. Commercial development;
5. Industrial development;
6. Office development;
7. Any privately-owned common open space; and
8. Landscaping installed within public rights of way as may be required as part of the development approval process or City street templates.

H. Water Wise Landscaping Standards.

1. Plant Selection. All tree, shrub, groundcover, perennial, vine, and grass selections shall come from the City's recommended list.

Substitutions are only allowed if approved by Community Development Director upon reviewing evidence as to the waterconserving qualities of proposed substitutions.

2. Use of High-Water-Demand Landscapes. High water-demand

landscapes (such as irrigated cool season turf grass) are limited to areas of high pedestrian activity, tree lawns, primary entrance features, club-houses, wetland plantings, or in single-family lot front yards. High-water-demand turf shall be minimized to the extent practicable and not exceed 50% of the total landscaped area in residential projects and 35% in commercial, office or industrial projects. High-water-demand turf is specifically prohibited in the following (unless approved by the Community Development Director after reviewing evidence of a water-efficient irrigation system):

- a. Parking lot islands,
 - b. Slopes greater than 4:1,
 - c. Street medians,
 - d. Storm water detention ponds, unless designed for active recreation or needed as part of required wetlands;
 - e. Any space less than 8 feet wide.
3. Grouping Plants According to Water Needs. All plantings should be grouped according to their water needs to minimize water use.
4. Soil Amendments. Prior to planting, all sites for plantings shall incorporate soil amendments at a rate of 3 cubic yards per 1000 square feet to a minimum depth of 6". A lesser amount shall be allowed if a soil test shows that 3 cubic yards per 1000 square feet is not necessary for water retention and deep rooting of plant materials. If the specified plant material requires less fertile soil, those areas may have less soil amendments installed if approved by the Community Development Director. These areas shall be identified on the landscape plan. Existing topsoil shall be salvaged and stockpiled for use as soil amendments or topsoil. No topsoil shall be removed from the site unless the City approves the transfer of topsoil to a City-owned park or open space area. A note shall be placed on the landscape plan reflecting the above requirements regarding soil amendments and topsoil. Examples of acceptable soil amendments include compost and aged manure. Mountain peat and inorganic materials such as sand, gypsum and lime are prohibited soil amendments. All sites are subject to inspection by the City for compliance with soil amendment requirements.
5. Irrigation. The landscape plan shall label or note the type of irrigation to be applied to each plant hydrozone to ensure that plants receive only the needed water. In addition, the plan shall

include:

- a. A rain sensor with automatic shut-off of the system during periods of high moisture;
 - b. A drip, sub-surface, bubbler or low volume irrigation system for all planting strips less than 8' wide and all planting beds involving trees, shrubs, perennials and groundcover; and
 - c. An irrigation clock which allows programming to meet the differential needs of the specified planting plan.
6. Restrictive Covenants Requiring Sod. Any restrictive covenant that becomes effective after July 15, 2003 shall not prohibit the use of water-wise landscaping or require more than 50% highwater-demand turf. This provision shall not restrict the individual and voluntary use of a greater percentage of high-water-demand turf.

The following ordinances pertaining to water conservation have been adopted by the City of Arvada:

ARVADA, COLORADO CODE OF ORDINANCES
UTILITIES
WATER AND SEWER
DIVISION 4. WATER CONSERVATION

Sec. 102-101. Intent.

- (a) The purpose of this division is to require mandatory provisions for the conservation of the city potable water supply by the utilization of certain plumbing fittings and fixtures and water use practices.
- (b) These provisions apply to all residential structures, including but not limited to one- and two-family residences, townhomes, condominiums, apartment buildings, hotels and motels that are issued a building permit. Section 102-103(b) applies to commercial and industrial structures issued a building permit.
- (c) All additions and alterations to existing residential structures issued a building permit will comply with the provisions of this division when the work includes the installation or replacement of plumbing fixtures and fittings governed by this division.
- (d) All additions and alterations to existing commercial and industrial structures that are issued a building permit will comply with the provisions of subsection (b) of this section when the work includes the installation or

replacement of plumbing fixtures and fittings governed by section 102-103(b).

(Code 1981, § 33-51; Ord. No. 2574, § 1, 11-21-1988)

Sec. 102-102. Maximum capacity of plumbing fixtures and fittings.

(a) The potable water system in all residential structures shall be equipped with an approved pressure regulator valve when the water pressure at the city water main is greater than 80 pounds per square inch gauge (psi). The maximum water pressure on the discharge side of the pressure regulator valve shall not exceed 75 psi.

(b) Tank-type water closets shall be designed to flush with a maximum of 1.6 gallons of water.

(c) Showerheads used for the purpose of bathing, lavatory faucets and sink faucets shall have a maximum flow capacity of 2.5 gallons per minute.

(Code 1981, § 33-52; Ord. No. 2574, § 1, 11-21-1988; Ord. No. 2763, § 1, 11-5-1990; Ord. No. 3127, § 8, 10-24-1994)

Sec. 102-103. Contractor/owner responsibility.

(a) The licensed contractor or owner/occupant responsible for the installation of waterflow control plumbing fittings specified in this division will provide information upon request to the building inspection division certifying that the fittings are in conformance with the maximum waterflow to volumes stipulated herein. Testing reports by a recognized, independent testing laboratory or reports of tests performed by the manufacturer, using established principles of mechanics, are acceptable.

(b) All waterflow control fittings installed as specified in this division will be maintained in a sanitary working condition and free of defects which may reduce the effectiveness of water conservation.

(Code 1981, § 33-53; Ord. No. 2574, § 1, 11-21-1988)

Sec. 102-104. Special equipment for hoses used to wash vehicles.

Hoses used for washing of vehicles shall be equipped with a shut-off valve that is normally closed and necessitates hand pressure on the valve to permit the flow of water.

(Code 1981, § 33-54; Ord. No. 2574, § 1, 11-21-1988)

Sec. 102-105. Appeal for exception.

Relief from the requirements of this division may be granted by the chief building official upon satisfactory demonstration by the appellant that the water conservation requirements stipulated herein are detrimental to health or

safety. The city council may waive the enforcement of the requirements of this division if the city council finds and determines that such enforcement creates a financial hardship upon any person.

(Code 1981, § 33-55; Ord. No. 2574, § 1, 11-21-1988)

Sec. 102-106. Waste of water.

(a) *Waste of water is prohibited.* Waste of water is defined as the intentional or nonintentional use of water for a nonbeneficial purpose, including, but not by way of limitation: continuous application of water to any lawn, turf or sodded area resulting in pooling or the flowing of water into the drainage or storm drainage facilities, including sidewalks, gutters, or streets; failure to repair any irrigation system that is leaking; and application of water intended for lawn irrigation to an impervious surface such as building exteriors, a street, sidewalk, or driveway. Notwithstanding the enforcement provisions set forth in subsection (b) of this section, the director may order a shut off of water service to a property if the director reasonably finds that an extreme waste of water is occurring on the property. The term "director" means the director of the utilities department for the city, or his designee.

(b) *Enforcement.* The director is hereby authorized to enforce this section. The person billed for water service to a property, whether the person is the owner or an occupant of the property, shall be responsible for compliance with subsection (a) of this section and shall be subject to the following actions and penalties:

(1) Upon a first violation, the person billed will be issued a warning notice.

(2) Upon a second violation at the same property within a 12 month period from the date of issuance of the warning notice, the person billed will be issued a written violation and a charge of \$100.00 will be added to the water bill for the property.

(3) Upon a third violation at the same property within a 12 month period from the date of issuance of the warning notice, the person billed will be advised in writing of the violation and a charge of \$250.00 will be added to the water bill for the property.

(4) Upon a fourth or any subsequent violation at the same property within a 12 month period from the date of issuance of the warning notice, the person billed will be advised in writing of the violation and a charge of \$500.00 will be added to the water bill for the property. In addition, the director may order the installation of flow restriction devices and/or a suspension of water service to the property. In the event that water service to the property is restricted or suspended, the person billed shall first be required to make a \$500.00 deposit to the utilities department of the city prior to restoration of

full water service. The deposit shall be retained for 12 months from the date of its receipt. The deposit shall be forfeited if there are any further violations within the 12 month period from the date of the last violation. If, during the 12 month period, there are no further violations of this section, the deposit shall be returned to the person responsible for paying the bill for the property.

(5) Any charge imposed pursuant to this section may be appealed by filing a petition with the director no later than 30 days after having been first billed for such charge. The director may hold such hearing him, or designate another as a hearing officer with the authority to hold such hearing. The filing of a petition shall not stay payment for any charge during the pendency of the hearing. Any petition shall be in writing and shall set forth with particularity the reason for the appeal. Any hearing held pursuant to this section shall take place within the city at a date and time set by the director, but not earlier than 14 days nor later than 60 days from the date of receipt of the petition by the director, unless a different time and date is agreed to by the petitioner and the director. Hearings held pursuant to this section shall be held in accordance with the procedures set forth in section 2-171 et seq.

(6) In addition to the notice of violation served upon, or delivered to the person responsible for payment of the bill, a copy of such notice shall also be mailed to the owner of record of the real property served, if the owner's address differs from the subject property address. Failure to serve the property owner shall not relieve the person responsible for payment of the bill from the obligations or charges set forth in this section.

(c) *Restrictions on uses.* Restrictions on the hours of use, days of use, amounts of use and types and places of use may be placed upon users of water supplied by the city water system. The director shall determine the necessary and proper restrictions and shall cause such restrictions to be promulgated by administrative rule or regulation and duly enforced. The charges and penalties provided in this section shall apply to violations of restrictions on uses as well as for waste of water.

(d) *Administrative rules.* Procedures necessary to give effect to this section that are applicable to the public, and that are not otherwise specified in this section, are hereby authorized. Pursuant to section 2-141 et seq., the director is authorized and directed to promulgate such administrative rules as are useful, convenient or necessary to give effect to the terms and provisions hereof, including by way of illustration but not by limitation, restrictions on hours of irrigation, permissible schedules for outdoor use, length of time of irrigation, restrictions on types of outdoor uses, restrictions on car or fleet washing, uses on impervious surfaces, irrigation of common areas and parks, irrigation of golf courses, hand watering, exemptions and exceptions, or any

other related matter or activity dependant upon or utilizing water from the city water delivery system. Where city council has by resolution declared a drought, the director is authorized and directed to promulgate such administrative rules without utilizing the procedures set forth in section 2-141 et seq. In such event, the director shall publish such rules in a newspaper of general circulation in the city at least five days before the rules become effective.

(e) Consistent with, and subject to, the city's contractual obligations to water users of the city water supply system that receive untreated water or resell treated water to third parties, such users shall, to the extent permitted or otherwise required by contract, adopt rules and regulations consistent with the requirements placed upon the city by the Denver Water Board with respect to the conservation of water. The director shall be authorized to enforce the terms of such contracts as they may pertain to the conservation of water. (Code 1981, § 33-56; Ord. No. 2574, § 1, 11-21-1988; Ord. No. 3755, § 3, 7-1-2002; Ord. No. 3760, § 3, 7-15-2002; Ord. No. 3877, § 1, 5-3-2004)

Sec. 102-108. Car washes.

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

Car wash installation means any area or business using in-bay automatic or conveyor equipment for cleaning and washing motor vehicles, whether as a part of another business operation or as a stand alone operation, of any type, on a commercial basis and shall include fleet and municipal in-bay automatic and conveyor car wash facilities.

Conveyor car wash installation means a system where the car moves through the facility on a conveyor belt while being cleaned.

In-bay car wash installation means a system where the car remains stationary while a machine moves back and forth over the vehicle to clean it.

Operator means the person, business, or municipal entity responsible for the operation of the car wash installation, whether as owner or lessee of said car wash installation, as indicated in the business license, sales tax or property records of the city.

Self-service car wash installation means a system where the customer washes the car themselves using a wand that dispenses water and cleanser.

(b) All in-bay automatic and conveyor car wash installations that obtain a certificate of occupancy or a temporary certificate of occupancy from and after June 1, 2003 that use water supplied by the city water system shall be required to be equipped with, and shall maintain in operation, a water

recycling system that will recycle not less than 50 percent of the water being used by such car wash installation.

(c) Any operator of a in-bay automatic and/or conveyor car wash installation that has obtained a certificate of occupancy or a temporary certificate of occupancy prior to June 1, 2003 shall be required to install, and maintain in operation, a water recycling system that will recycle not less than 50 percent of the water supplied by the city water system by such car wash installation as a condition of any permit granted by the city to:

(1) Enlarge the water tap, meter or service line in any such car wash installation; or

(2) Demolish, destroy or remove and then replace more than 50 percent of the gross square footage of the floor area of the car wash installation building as it exists on June 1, 2003, except for the purpose of replacing under floor heating equipment; or

(3) Expand the gross square footage of the floor area of the car wash installation building by more than 50 percent of the square footage of the car wash installation building as it exists on June 1, 2003.

(d) All self-service car wash installations shall be exempt from the provisions of this article.

(Code 1981, § 33-59; Ord. No. 3761, § 1, 2-3-2003)

Sec. 102-109. Irrigation water to landscaped common area.

(a) The annual allocation of water for irrigation of the total landscaped common area is included in the annual allocation of water acquired when the tap fee is purchased for the residential or nonresidential type of property as set forth in sections 102-34, 102-161(3) and 102-163(3). The city will permit installation of up to three service connections to the city water main for the common area irrigation system by the property owner or responsible caretaker association upon payment of connection costs, tapping and inspection fees as set forth in sections 102-44 and 102-164(a)(1) and (2) or section 102-166(a)(1) and (2). Each landscaped common area irrigation service connection will be assigned a service address and billing account in the name of the property owner or responsible caretaker association. The department of utilities prior to issuance of building permits must approve the landscape and irrigation plans.

(b) All determinations concerning qualification as landscaped common area, non-water conserving open space, water conserving open space or nonirrigated open space, and all determinations as to the size and type of irrigation tap required, shall be at the sole discretion of the director of utilities or his duly authorized representative, consistent with the provisions of this

article I. Any such determination involving area demarcations or calculations, or volumetric calculations, shall be made available to the user for inspection, upon request.

(Code 1981, § 33-61; Ord. No. 3202, § 4, 8-7-1995; Ord. No. 3262, § 7, 4-15-1996)

Sec. 102-110. Irrigation water demand for open space.

(a) For nonwater conserving open space, the annual volumetric water demand shall be calculated at 18 gallons per square foot per year for the purpose of establishing the size and cost of the irrigation tap to be purchased in accordance with sections 102-34, 102-164(b), and 102-166(b).

(b) For water conserving open space, the annual "volumetric" water requirement for irrigation shall be calculated at nine gallons per square foot per year for the purpose of establishing the size and cost of the irrigation tap in accordance with sections 102-34, 102-164(b), and 102-166(b).

(c) For open space that has no installed irrigation system and will not be irrigated, no water demand will be assigned.

(d) All determinations concerning qualification as landscaped common area, non-water conserving open space, water conserving open space or nonirrigated open space, and all determinations as to the size and type of irrigation tap required, shall be at the sole discretion of the director of utilities or his duly authorized representative, consistent with the provisions of this article I. Any such determination involving area demarcations or calculations, or volumetric calculations, shall be made available to the user for inspection, upon request.

(Code 1981, § 33-62; Ord. No. 3262, § 8, 4-15-1996)

Rebates and Incentives

Between 1990 and 1995 the City of Arvada provided rebates to customers who replaced non-conserving toilets with ULV toilets using 1.6 gallons or less water per flush. Over the five year period, 3,410 ULV's were installed. The project cost the City at total of \$265,500, and saved 80.4 AF of water. In 2002 and 2003, the City implemented five rebate programs at a cost of nearly \$400,000.

Table 12: Previous Rebate Programs

Rebate Name	Number of Participants		Cost	
Deep Root	648	14%	\$6,477	2%
Soaker Hose	854	19%	\$8,317	2%
Toilet	1,583	35%	\$173,177	46%
Clothes Washer	716	16%	\$89,500	24%
Landscape	700	16%	\$99,952	26%
Total	4,501	100%	\$377,423	100%

Rebate programs are quite costly in comparison to other water-saving measures. Incentives for buying eco-friendly products can lose their effectiveness as those products become widely available and prices drop. Many municipalities across the country are dropping their rebate programs in favor of more cost-effective measures, such as the Garden-in-a-Box and landscape seminars and consultations the City currently implements.

The City does offer reduced tap fees as an incentive to encourage conservation. As explained in the Landscape Efficiency section of the Plan, tap fees are reduced by 50% for the installation of water-conserving landscape. Additionally, our four-tiered billing system promotes conservation by offering a lower water rate as incentive for reduced water consumption.

All required measures and programs set forth by statute 37-60-126 have been considered by the City of Arvada.

Monitoring, Evaluating, and Revising the Conservation Plan

The City of Arvada will continue to monitor its water conservation activities throughout the year, ensuring that the programs set forth in this plan are being implemented efficiently and to maximum benefit. Water consumption trends and data from the leak detection program will continue to be monitored and evaluated on a monthly basis. The latest water conservation information will be provided to the public on an on-going basis by way of public outreach events, internet, and billing inserts. Budgetary confinements will be evaluated at the end of each year to determine if existing programs can be expanded or new programs added. The plan as a whole will be reviewed at the end of each year, with any pertinent revisions posted by June of the following year.

The City of Arvada has extensive public education programs and regulations in place that not only promote conservation, but also raise awareness of the importance of water conservation. The City's water rate structures reward efficient water use and discourage water waste. The City also has conservation resources available on its website that are continually updated and expanded.

By focusing on the aspects of water conservation that have proven effective, and improving upon those aspects with advances in technology, the City of Arvada has cultivated a realistic and cost-effective Water Conservation Plan that will enable the City to provide high-quality water to its customers now and in the foreseeable future.

The previous plan submitted in 2008 estimated a 10-year annual savings of 700 AF. We had projected an annual demand of 18,454 AF and a population of 117,559 by 2018. Actual demand in 2018 was 17,559 AF, and the population was 120,490. We surpassed our estimated savings by approximately 195 AF, annually, even with the unexpected population growth.

In compliance with the 60-day public comment period, notice was placed in the April 2020 issue of The Arvada Report, which is a bi-monthly newsletter published by the City of Arvada. It is distributed to all households, businesses, and City employees. The notice stated that an updated Water

Conservation Plan was available online for review and comment, and the location of the plan on the City's website was provided. Nine comments were received within the sixty days, which began on April 1, 2020 and ended on May 30, 2020.

In addition, Arvada's City Council adopted the updated Plan by resolution in the _____ City Council meeting. The City of Arvada is committed to the implementation of this plan and the resources necessary to carry that out.

In accordance with Colorado Revised Statutes 37-60-126, this Water Conservation Plan is scheduled for re-evaluation no later than October 2026, at which point existing conservation activities will be re-examined and new conservation activities evaluated.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-055 A Resolution for Approval of the Corrected 2020 Community Development Block Grant (CDBG) Funding Budget From the Original Approved Entitlement of \$470,068.00 to the Actual Approved Entitlement of \$469,996.00

Report in Brief

The City of Arvada receives an annual grant from the U.S. Department of Housing and Urban Development (HUD) called the Community Development Block Grant (CDBG) to help provide decent housing, suitable living environments, and increased economic opportunities for low- and moderate-income persons. HUD reduced Arvada's entitlement amount for the 2020 year from the initially approved \$470,068.00 to \$469,996.00 (a difference of - \$72.00). Arvada must approve this budgetary change to continue its intergovernmental agreement with HUD for CDBG funds.

The Arvada team recommends that the City Council approve R21-055, A Resolution for Approval of the Corrected 2020 Community Development Block Grant (CDBG) Funding Budget From the Original Approved Entitlement of \$470,068.00 to the Actual Approved Entitlement of \$469,996.00.

Financial Impact

The City of Arvada received a \$72 reduction in its 2020 CDBG entitlement from \$470,068 to \$469,996 from the Department of Housing and Urban Development to support activities for low to moderate income families in Arvada.

Background

In October 2020, the U.S. Department of Housing and Urban Development (HUD) notified the City of Arvada that a calculation error was made to the 2020 CDBG funding amount. HUD reduced Arvada's entitlement amount for the 2020 year from the initially approved \$470,068.00 to \$469,996.00 (a difference of - \$72.00). HUD is requiring the execution of a new funding agreement to correct the funding amount.

Discussion

The Arvada Team evaluated the benefits of an intergovernmental agreement between the City of Arvada and the U.S. Department of Housing and Urban Development and determined this is in the best interest of the City and in support of City goals.

Public Contact

N/A

Commission Recommendation

N/A

Strategic Alignment

Approval of this resolution authorizing an Intergovernmental Agreement with the Department of Housing and Urban Development aligns with the Vibrant Community and Neighborhoods Priority Area within the City Council Strategic Plan. This action supports the following Principle within the VCN Priority Area:

Provides meaningful ways for the community to engage with local government and strategic partnerships to advance quality of life by embracing both Arvada's small town traditions, history and future changes to achieve an inclusive, equitable, diverse, prosperous, and resilient community that cares about its neighbors.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-055, A Resolution for Approval of the Corrected 2020 Community Development Block Grant (CDBG) Funding Budget From the Original Approved Entitlement of \$470,068.00 to the Actual Approved Entitlement of \$469,996.00.

Suggested Motion:

I move that R21-055, A Resolution for Approval of the Corrected 2020 Community Development Block Grant (CDBG) Funding Budget From the Original Approved Entitlement of \$470,068.00 to the Actual Approved Entitlement of \$469,996.00, be (approved) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	3/16/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/16/2021
Bryan Archer, Director of Finance	3/17/2021
Gail Walker, Legal Specialist-Contracts	3/17/2021
Kylie Justus, Assistant City Attorney	3/22/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-055

A RESOLUTION FOR APPROVAL OF THE CORRECTED 2020 COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDING BUDGET FROM THE ORIGINAL
APPROVED ENTITLEMENT OF \$470,068.00 TO THE ACTUAL APPROVED
ENTITLEMENT OF \$469,996.00

WHEREAS, the City of Arvada receives a yearly grant from the U.S. Department of Housing and Urban Development (HUD) from CDBG to help provide decent housing, suitable living environments, and increased economic opportunities for low- and moderate-income persons; and

WHEREAS, HUD reduced Arvada's entitlement amount for the 2020 year from the initially approved \$470,068.00 to \$469,996.00 (a difference of - \$72.00); and

WHEREAS, Arvada must approve this budgetary change to continue its intergovernmental agreement with HUD for CDBG funds;

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

Section 1. The Mayor is authorized to sign the Funding Approval/Agreement with HUD for CDBG funds, in a form attached to this Resolution.

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

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By: _____

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Arvada	3a. Grantee's 9-digit Tax ID Number 846000633	3b. Grantee's 9-digit DUNS Number 085285138
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 8001 Ralston Road Arvada, CO 80002-0000	4. Date use of funds may begin (mm/dd/yyyy)	
	5a. Project/Grant No. 1 B-20-MC-08-0001	6a. Amount Approved \$469,996
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Katy Burke		Grantee Name (Contractual Organization) Arvada (Arvada Housing Authority(City Of))	
Title CPD Director		Title	
Signature 	Date (mm/dd/yyyy) 02/10/2021	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one ☐ a. Orig. Funding Approval ☒ b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/2020	
11. Amount of Community Development			
Block Grant		FY (2020)	FY (2019)
a. Funds Reserved for this Grantee		\$470,049	\$ 19
b. Funds now being Approved		\$469,977	
c. Reservation to be Cancelled (11a minus 11b)		-\$ 72	

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Arvada Housing Authority(City Of) 8001 Ralston Road Arvada, CO 80002-0000
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	1 5 3											
	1 7 6											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-056 A Resolution Approving the Issuance of the Jefferson County Housing Authority D/B/A Foothills Regional Housing Multifamily Housing Revenue Bonds (Allison Village Project) in One or More Series in the Aggregate Principal Amount Not to Exceed \$19,000,000 (the "Bonds") Solely for the Purpose of Satisfying Section 147(f) of the Internal Revenue Code of 1986

Report in Brief

Foothills Regional Housing desires to issue its Multifamily Housing Revenue Bonds (Allison Village Apartments Project) Series 2021 (the "Bonds") for the purpose of financing a portion of the acquisition, construction, improvement, equipping and placing in service of an approximately 100-unit multifamily housing apartment community to be known as Allison Village, which is located at 5352 and 5354 Allison Street, Arvada, Colorado, within the boundaries of Jefferson County, Colorado.

In order to issue its private activity bonds and receive Low Income Housing Tax Credits (LIHTC), the Internal Revenue Code of 1986, as amended (the "Code"), requires the highest elected legislative body of the locale (the Arvada City Council) approve the plan of finance, the issuance of the bonds, and the financing of the project after a public hearing is held by Foothills Regional Housing. Foothills Regional Housing is requesting that the Arvada City Council adopt a Resolution approving the financing.

The Arvada team recommends that the City Council approve R21-056, A Resolution Approving the Issuance of the Jefferson County Housing Authority D/B/A Foothills Regional Housing Multifamily Housing Revenue Bonds (Allison Village Project) in One or More Series in the Aggregate Principal Amount Not to Exceed \$19,000,000 (the "Bonds") Solely for the Purpose of Satisfying Section 147(f) of the Internal Revenue Code of 1986.

Financial Impact

There is no financial impact to the City in association with the recommended action.

Background

Allison Village is a 37-unit apartment complex owned by Jeffco Housing Corporation (JHC), Foothills Regional Housing's (FRH) affiliated non-profit. FRH is redeveloping the Allison Village site to increase the number of multifamily housing units from 37 to 100. FRH plans to relocate from their current location at 45th and Wadsworth to the Allison Village site. FRH also plans to offer approximately 30 units for permanent supportive housing to foster youth transitioning out of foster care.

The City of Arvada has shown strong support of the Allison Village redevelopment project. The City approved a Conditional Use Permit on July 20, 2020 that allowed the Allison Village project to continue in the development process. On August 17, 2020, Arvada City Council approved the assignment of \$2.1 million of the City's private activity bond allocation to Foothills Regional Housing for this redevelopment project.

Foothills Regional Housing desires to issue its Multifamily Housing Revenue Bonds (Allison Village Apartments Project) Series 2021 (the "Bonds") for the purpose of financing a portion of the acquisition, construction, improvement, equipping and placing in service of an approximately 100-unit multifamily housing apartment community to be known as Allison Village,

SUBJECT: R21-056 A Resolution Approving the Issuance of the Jefferson County Housing Authority D/B/A Foothills Regional Housing Multifamily Housing Revenue Bonds (Allison Village Project) in One or More Series in the Aggregate Principal Amount Not to Exceed \$19,000,000 (the "Bonds") Solely for the Purpose of Satisfying Section 147(f) of the Internal Revenue Code of 1986

PAGE: 2
ITEM: 8.A.5.

which is located at 5352 and 5354 Allison Street, Arvada, Colorado, within the boundaries of Jefferson County, Colorado.

In order to issue its private activity bonds and receive Low Income Housing Tax Credits (LIHTC), the Internal Revenue Code of 1986, as amended (the "Code"), requires the highest elected legislative body of the locale (the Arvada City Council) approve the plan of finance, the issuance of the bonds and the financing of the project after a public hearing is held by Foothills Regional Housing. Foothills Regional Housing is requesting that the Arvada City Council adopt a Resolution approving the financing.

Discussion

Our team evaluated the benefits of this resolution and determined this is in the best interest of the City and in support of City Strategic Results and Milestones associated with affordable housing. As noted in Section 3 of Resolution No. R21-056, there is *No Pecuniary Liability*. The following definition is included within Section 3 of the Resolution:

Nothing contained in this Resolution, the Bonds or any other instrument shall give rise to a pecuniary liability of, or a charge upon the general credit or taxing powers of the JeffCo Authority, the City, the State or any county, municipality or political subdivision of the State.

Public Contact

Foothills Regional Housing conducted a public hearing on Thursday, March 25, 2021 at 11:00 a.m., concerning the approval of a plan of finance entailing the issuance by the Authority of the tax-exempt Multifamily Housing Revenue Bonds (Allison Village Project), in one or more series, in an aggregate principal amount not to exceed \$19,000,000 (and a like amount of refunding bonds) (the "Bonds").

Commission Recommendation

N/A

Strategic Alignment

Approval of this resolution authorizing an Intergovernmental Agreement with Jefferson County aligns with the Vibrant Community and Neighborhoods Priority Area within the City Council Strategic Plan. This action is in support of the City's vision to support a vibrant community and neighborhoods and to provide meaningful ways for the community to engage with local government and strategic partnerships to advance quality of life by embracing both Arvada's small town traditions and history and changing to achieve an inclusive, equitable, diverse, prosperous, and resilient community that cares about its neighbors.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-056, A Resolution Approving the Issuance of the Jefferson County Housing Authority D/B/A Foothills Regional Housing Multifamily Housing Revenue Bonds (Allison Village Project) in One or More Series in the Aggregate Principal Amount Not to Exceed \$19,000,000 (the "Bonds") Solely for the Purpose of Satisfying Section 147(f) of the Internal Revenue Code of 1986.

Suggested Motion:

SUBJECT: R21-056 A Resolution Approving the Issuance of the Jefferson County Housing Authority D/B/A Foothills Regional Housing Multifamily Housing Revenue Bonds (Allison Village Project) in One or More Series in the Aggregate Principal Amount Not to Exceed \$19,000,000 (the "Bonds") Solely for the Purpose of Satisfying Section 147(f) of the Internal Revenue Code of 1986

PAGE: 3
ITEM: 8.A.5.

I move that R21-056, A Resolution Approving the Issuance of the Jefferson County Housing Authority D/B/A Foothills Regional Housing Multifamily Housing Revenue Bonds (Allison Village Project) in One or More Series in the Aggregate Principal Amount Not to Exceed \$19,000,000 (the "Bonds") Solely for the Purpose of Satisfying Section 147(f) of the Internal Revenue Code of 1986, be (approved) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	3/16/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/17/2021
Bryan Archer, Director of Finance	3/22/2021
Gail Walker, Legal Specialist-Contracts	3/22/2021
Kylie Justus, Assistant City Attorney	3/22/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-056

A RESOLUTION APPROVING THE ISSUANCE OF THE JEFFERSON COUNTY HOUSING AUTHORITY D/B/A FOOTHILLS REGIONAL HOUSING MULTIFAMILY HOUSING REVENUE BONDS (ALLISON VILLAGE PROJECT) IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,000,000 (THE “BONDS”) SOLELY FOR THE PURPOSE OF SATISFYING SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986

WHEREAS, the Jefferson County Housing Authority d/b/a Foothills Regional Housing, a Colorado housing authority (JeffCo Authority) is authorized by Part 5, Article 4, Title 29, Colorado Revised Statutes, as amended (the Act); and by the Supplemental Public Securities Act, constituting Part 2, Article 57, Title 11, Colorado Revised Statutes, as amended (the Supplemental Act), to issue revenue bonds for any of its corporate purposes; and

WHEREAS, the Act authorizes the JeffCo Authority to provide financing for any “project” as defined in the Act, including projects that provide dwelling accommodations to persons, without regards to income, as long as the project substantially benefits persons of low income as determined by the Authority; and

WHEREAS, officials of the JeffCo Authority have represented to the City Council of the City of Arvada, Colorado (City Council) that the proceeds of the Bonds will be loaned to Allison Village LLLP, a Colorado limited liability limited partnership, (or any other affiliate or subsidiary created by the Authority and referred to herein as the “Borrower”), as part of a plan of finance to finance a portion of the acquisition, construction, improvement, equipping and placing in service of a multifamily housing facility consisting of approximately 100-units, which provides dwelling accommodations to persons, without regard to income, as long as the project substantially benefits persons of low income as determined by the JeffCo Authority, to be known as Allison Village (or such other name as designated by the Borrower) and located within the boundaries of the City of Arvada, Colorado (City) at 5348 Allison Street, Arvada, Colorado (the Project); and

WHEREAS, officials of the JeffCo Authority have represented to the City Council that a public hearing was held by such officials at 11:00 a.m. mountain time on March 25, 2021 (the Public Hearing) after a Notice of Public Hearing was published for the Public Hearing on March 18, 2021 in the *Golden Transcript*, and such notice is attached hereto as Exhibit A; and

WHEREAS, the purpose of this approval certificate is to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the Code) in order to qualify the Bonds for exclusion from provisions of the Code; and

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

Section 1. ***Public Hearing and Approval.*** The City Council is the highest elected legislative body of the City. The officials of the JeffCo Authority have informed the City Council of the purpose for which the Bonds are proposed to be executed and the proceedings of the Public Hearing, and have informed the City Council that no objections were raised with respect to the proposed plan of finance, the execution of the Bonds or the

financing of the Project at the Public Hearing. The City Council hereby ratifies, acknowledges and approves the holding of a public hearing on the plan of finance, the Bonds and the Project. For the sole purpose of qualifying the interest on the Bonds for exclusion from gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, the City Council hereby approve the plan of finance, the execution of the Bonds in the principal amount of not to exceed \$19,000,000 (and a like amount of refunding bonds) and the financing of the Project

Section 2. ***Ratification of Prior Action.*** All action (not inconsistent with the provisions of this Resolution) heretofore taken by the City Council and other officials of the City, relating to the approval of the issuance of the Bonds to finance the Project for the purposes herein set forth, is hereby ratified, approved and confirmed.

Section 3. ***No Pecuniary Liability.*** Nothing contained in this Resolution, the Bonds or any other instrument shall give rise to a pecuniary liability of, or a charge upon the general credit or taxing powers of the JeffCo Authority, the City, the State or any county, municipality or political subdivision of the State.

Section 4. ***Immunity of Officers.*** No recourse for the payment of any part of the principal of, premium, if any, or interest on the Bonds, for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or ownership of the Bonds, shall be had against any official, commissioner, officer, member or agent of the JeffCo Authority, the City or the State, all such liability to be expressly released and waived as a condition of and as a part of the consideration for the issue, sale and purchase of the Bonds.

Section 5. ***Captions.*** The captions or headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 6. ***Irrepealability.*** After the Bonds are issued, this Resolution shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, canceled and discharged.

Section 7. ***Severability.*** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. ***Inconsistent Actions Repealed.*** All bylaws, orders and resolutions, or parts thereof, inconsistent herewith and with the documents hereby approved, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, or resolution or part thereof

Section 9. ***Effectiveness.*** This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 5th day of April, 2021.

CITY OF ARVADA

Marc Williams, Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

APPENDIX A
NOTICE OF PUBLIC HEARING

[See Attached]

Public Notice

NOTICE OF PUBLIC HEARING

**CONCERNING THE ISSUANCE OF
TAX-EXEMPT MULTIFAMILY HOUSING
REVENUE BONDS BY THE
JEFFERSON COUNTY HOUSING
AUTHORITY
D/B/A FOOTHILLS REGIONAL HOUSING
FOR THE ALLISON VILLAGE PROJECT**

NOTICE IS HEREBY GIVEN that the Jefferson County Housing Authority d/b/a Foothills Regional Housing (the "Authority") will conduct a public hearing on **Thursday, March 25, 2021 at 11:00 a.m.**, concerning the approval of a plan of finance entailing the issuance by the Authority of the tax-exempt Multifamily Housing Revenue Bonds (Allison Village Project), in one or more series, in an aggregate principal amount not to exceed \$19,000,000 (and a like amount of refunding bonds) (the "Bonds"). Proceeds of the Bonds will be loaned by the Authority to and used by Allison Village LLLP (or any alternate entity established by the Authority), including any subsidiaries, affiliates, successors or assigns thereof (the "Borrower"), to finance a portion of the cost of the acquisition, construction, improvement, equipping and placing in service of a 100 unit multifamily housing project for persons, without regard to income, as long as the project substantially benefits persons of low income as determined by the Authority to be known as Allison Village (or such other name as designated by the Borrower, and referred to herein as the "Project") and to be located at 5348 Allison Street, Arvada, Colorado, to fund certain reserve funds, if any, and to pay certain costs of issuance of the Bonds. The Project will be owned, operated and principally used by the Borrower.

The Bonds will constitute special, limited obligations of the Authority payable solely from revenues derived by the Authority from the Borrower. The Authority will have no financial obligations with respect to the Bonds, and the Bonds will not constitute a multiple fiscal year obligation of the Authority.

THE BONDS AND THE INTEREST THEREON SHALL NEVER CONSTITUTE THE DEBT OR INDEBTEDNESS OF THE AUTHORITY, THE STATE OF COLORADO (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR STATUTES OF THE STATE AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

This notice is intended to comply with the public notice requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended. Due to the COVID-19 public health emergency, in person participation at the hearing has been suspended. However, in compliance with IRS Rev. Proc. 2020-21, interested persons are invited to attend the public hearing by publicly available conference call and present comments regarding the plan of finance, the issuance of the Bonds and the financing of the Project. To attend via conference call on Thursday, March 25, 2021 at 11:00 a.m. Mountain Time, dial (855) 588-2540 (toll-free) and when prompted enter conference code 3032927861, passcode 5700. All those who are on the conference call will have the opportunity to offer their comments. Written comments to be presented at the meeting may be sent to, or additional information may be requested from, Amy Case, Chief Financial Officer, (303) 403-5442 or acase@foothillsrh.org or to the Authority at 7490 W. 45th Ave, Wheat Ridge, CO 80033, Attention: Amy Case.

**JEFFERSON COUNTY HOUSING
AUTHORITY
D/B/A FOOTHILLS REGIONAL HOUSING**

Legal Notice No. 410256
First Publication: March 18, 2021
Last Publication: March 18, 2021
Publisher: Golden Transcript



REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.A.6.**

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-057 A Resolution Accepting the Granting of an Easement by the City of Arvada to Public Service Company of Colorado for the Purpose of Installing New Electric Service

Report in Brief

Council action is requested on the attached resolution accepting the granting of an easement by the City of Arvada to Public Service Company of Colorado for the purpose of installing new electric service. This easement will allow the undergrounding of power to the City Candelas Tank No. 1A site and Candelas Pump Station site.

The Arvada team recommends that the City Council approve R21-057, A Resolution Accepting the Granting of an Easement by the City of Arvada to Public Service Company of Colorado for the Purpose of Installing New Electric Service.

Financial Impact

There is no associated financial impact.

Background

The City Candelas Tank No. 1A site and Candelas Pump Station site are currently served by a temporary overhead service that was scheduled for undergrounding with new development in the area. As work is initiated on the Taylor Morrison development project and the new fire station on Wilkerson and Candelas Parkway, the granting of an easement is required at these sites for the dry utility work to proceed.

Discussion

Council action is required as this easement conveys an interest in City Property. The easement and associated exhibits are shown in the attachment.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Infrastructure.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-057, A Resolution Accepting the Granting of an Easement by the City of Arvada to Public Service Company of Colorado for the Purpose of Installing New Electric Service.

Suggested Motion:

I move that R21-057, A Resolution Accepting the Granting of an Easement by the City of Arvada to Public Service Company of Colorado for the Purpose of Installing New Electric Service, be (approved) (rejected).

Prepared by:

Jacqueline Rhoades, Civil Engineer III

Reviewed by:

Karen Custer, Administrative Assistant 3/22/2021

Hannah Gregory, Legal Administrative Assistant 3/23/2021

Approved by:

Jacqueline Rhoades, Civil Engineer III 3/22/2021

Don Wick, Director of Public Works 3/22/2021

Bryan Archer, Director of Finance 3/22/2021

Erika Pierce, Litigation Paralegal 3/24/2021

Julie Richards, Senior Assistant City Attorney 3/25/2021

Rachel Morris, City Attorney 3/25/2021

Lorie Gillis, Deputy City Manager 3/25/2021

Mark Deven, City Manager 3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-057

A RESOLUTION ACCEPTING THE GRANTING OF AN EASEMENT
BY THE CITY OF ARVADA TO PUBLIC SERVICE COMPANY OF COLORADO FOR THE
PURPOSE OF INSTALLING NEW ELECTRIC SERVICE

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 easement from the City of Arvada to Public Service Company of Colorado, a copy of which is attached, for the purpose of installing new electric service.

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

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

DIVISION **North Metro**
LOCATION **17418 Candelas parkway**

ROWAGENT **George Webb**
DESCRIPTION AUTHOR **Lyle G. Bissegger
for Galloway and Company**
AUTHOR ADDRESS **1155 Kelly Johnson
Blvd., Suite 305, Colorado Springs, CO**

DOC. NO **533329**
PLAT/GRID NO.
WO/O/CREG NO.

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Suite 1100, Denver, Colorado, 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in Tracts J and D, BLOCK 1D, SUBDIVISION Vauxmont Minor No. 2, in the NW 1/4 of Section 2 South, Township 2 South, Range 70 West of the 6th Principal Meridian in the City of Arvada County of Jefferson, State of Colorado, the easement being described as follows:

*See Exhibit A, 2 pages and Exhibit B, 2 pages, each attached hereto and made a part hereof.

The easement is ²⁰~~xxx~~ feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming or felling of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this _____ day of _____, 2021.

GRANTOR: CITY OF ARVADA
A Colorado municipal corporation

By: _____

Name: _____

Title: _____

STATE OF COLORADO,

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by
[Grantor name(s) from above]:

Witness my hand and official seal.

My commission Expires _____

Notary Public

EXHIBIT A

A 1/2

PUBLIC SERVICE COMPANY EASEMENT

THE NORTH 30 FEET OF THAT PORTION OF BLOCK 1D, VAUXMONT MINOR SUBDIVISION NO. 2 DESCRIBED AS TRACT J IN DEED AT RECEPTION NUMBER 2011072163, SITUATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, ALTERNATELY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEARING S01°16'34"E, MONUMENTED ON THE NORTH BY THE WEST QUARTER CORNER OF SAID SECTION 33, BEING A 2-1/2" PIPE WITH A 3.25" ALUMINUM CAP STAMPED "PLS 17477", AND ON THE SOUTH BY THE SOUTHWEST CORNER OF SAID SECTION 23, BEING A 3-1/4" ALUMINUM CAP STAMPED "PLS 13155", WITH ALL BEARINGS HEREIN RELATIVE THERETO.

COMMENCING AT SAID WEST QUARTER CORNER OF SAID SECTION 23;

THENCE N55°53'02"E, A DISTANCE OF 1,662.77 FEET TO THE NORTHWEST CORNER OF SAID TRACT J, BEING THE **POINT OF BEGINNING**;

THENCE WITH THE NORTH LINE OF SAID TRACT J, N84°52'23"E, A DISTANCE OF 194.76 FEET TO THE NORTHEAST CORNER OF SAID TRACT J;

THENCE WITH THE EAST LINE OF SAID TRACT J, S04°21'55"E, A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID EAST LINE OF SAID TRACT J, S84°52'23"W, A DISTANCE OF 193.26 FEET TO A POINT ON THE WEST LINE OF SAID TRACT J;

THENCE WITH SAID WEST LINE OF SAID TRACT J, N07°14'12"W, A DISTANCE OF 30.02 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.13 ACRES (5,820 SQUARE FEET), MORE OR LESS.

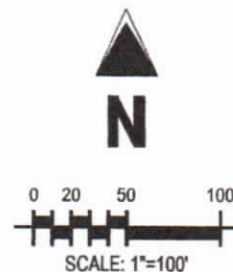
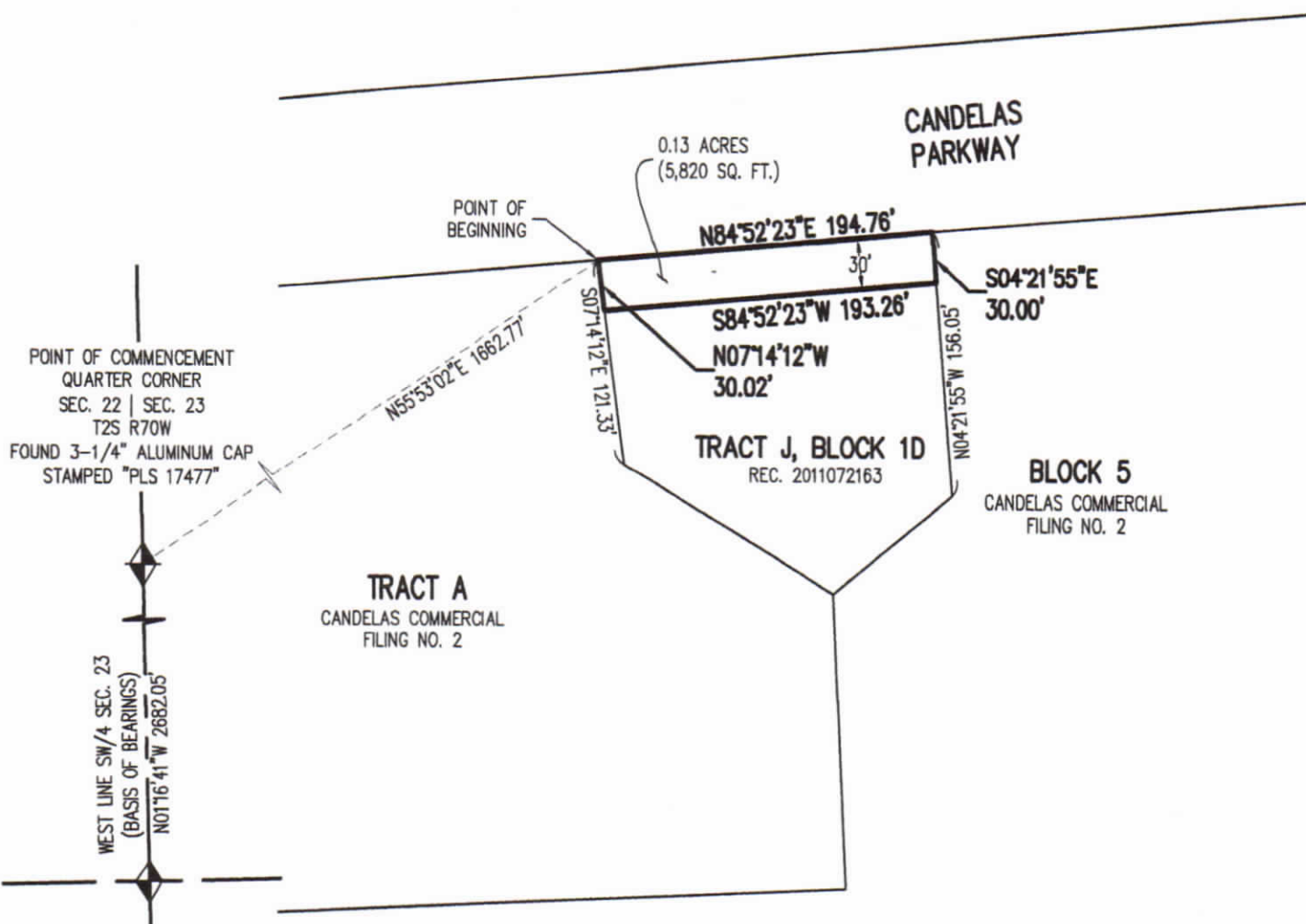
LYLE G. BISSEGGER, PLS 38038
PROJECT NO. JCMD00002.10
PREPARED FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC
1155 KELLY JOHNSON BLVD, SUITE #305
COLORADO SPRINGS, COLORADO 80920



PSCO Doc 533329

EXHIBIT A

A 2/2



NOTE:
THIS DOES NOT REPRESENT A MONUMENTED
LAND SURVEY. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.

PSCo Doc 533329

PUBLIC SERVICE COMPANY EASEMENT
BLOCK 1D TRACT J REC. 2011072163
ARVADA, JEFFERSON COUNTY, COLORADO

SHEET 2 OF 2

Project No: JCMD000002.10
Drawn By: EMV
Checked By: LGB
Date: 12/21/20

Galloway

1155 Kelly Johnson Blvd., Suite 305
Colorado Springs, CO 80920
719.900.7220 • GallowayUS.com

EXHIBIT **A B**

B 1/2

PUBLIC SERVICE COMPANY EASEMENT

THE NORTH 20 FEET OF THAT PORTION OF BLOCK 1D, VAUXMONT MINOR SUBDIVISION NO. 2 DESCRIBED AS TRACT K IN DEED AT RECEPTION NUMBER 2011072162, SITUATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, ALTERNATELY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEARING S01°16'34"E, MONUMENTED ON THE NORTH BY THE WEST QUARTER CORNER OF SAID SECTION 33, BEING A 2-1/2" PIPE WITH A 3.25" ALUMINUM CAP STAMPED "PLS 17477", AND ON THE SOUTH BY THE SOUTHWEST CORNER OF SAID SECTION 23, BEING A 3-1/4" ALUMINUM CAP STAMPED "PLS 13155", WITH ALL BEARINGS HEREIN RELATIVE THERETO.

COMMENCING AT SAID WEST QUARTER CORNER OF SAID SECTION 23;

THENCE N61°36'06"E, A DISTANCE OF 2,039.68 FEET TO THE NORTHWEST CORNER OF SAID TRACT K, BEING THE **POINT OF BEGINNING**;

THENCE WITH THE NORTH LINE OF SAID TRACT K, N84°52'23"E, A DISTANCE OF 113.05 FEET TO THE NORTHEAST CORNER OF SAID TRACT K;

THENCE WITH THE EAST LINE OF SAID TRACT K, S05°21'04"E, A DISTANCE OF 20.00 FEET;

THENCE DEPARTING SAID EAST LINE OF SAID TRACT K, S84°52'23"W, A DISTANCE OF 113.13 FEET TO A POINT ON THE WEST LINE OF SAID TRACT K;

THENCE WITH SAID WEST LINE OF SAID TRACT K, N05°07'32"W, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.05 ACRES (2,262 SQUARE FEET), MORE OR LESS.

LYLE G. BISSEGGER, PLS 38038

PROJECT NO. JCMD00002.10

PREPARED FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

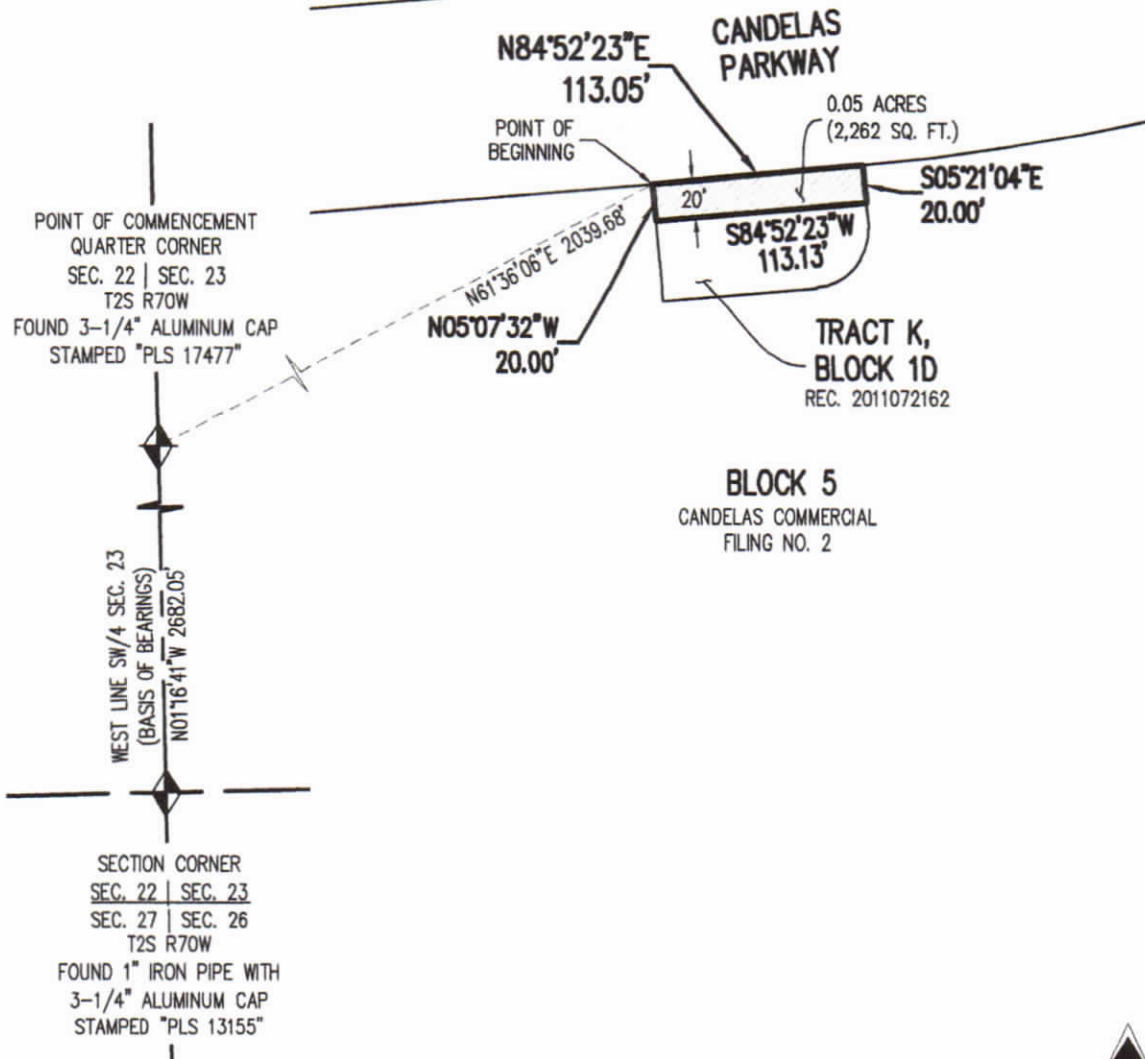
1155 KELLY JOHNSON BLVD, SUITE #305

COLORADO SPRINGS, COLORADO 80920

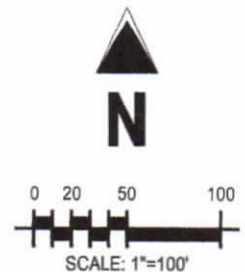


PSCo Doc 533329

EXHIBIT A



NOTE:
THIS DOES NOT REPRESENT A MONUMENTED
LAND SURVEY. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED DESCRIPTION.



PSG Doc 533329

PUBLIC SERVICE COMPANY EASEMENT
TRACT K, BLOCK 1D, REC. 2011072162

ARVADA, JEFFERSON COUNTY, COLORADO

SHEET 2 OF 2

Project No:	JCMD000002.10
Drawn By:	EMV
Checked By:	LGB
Date:	03/11/21

Galloway

1155 Kelly Johnson Blvd., Suite 305
Colorado Springs, CO 80920
719.900.7720 • GallowayUS.com



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.7.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-058 A Resolution Authorizing a Purchase and Sale Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1

Report in Brief

In 2018, the City entered into a Memorandum of Understanding (MOU) with Jefferson Center Metropolitan District No. 1 (JCMD) and Cimarron Commercial, LLC regarding a plan for an expansion of the City's water infrastructure to provide service to planned development. The MOU identified a proposed site for a 1.5 million gallon water storage tank and contemplated that the land where the tank was to be constructed would be conveyed to the City. In consideration of the conveyance of the land, the City would design and construct the water storage tank and assign 500,000 gallons of water storage capacity in the new tank to serve JCMD demand.

This Purchase and Sale Agreement formalizes the transfer of land for the water storage tank to the City.

The Arvada team recommends that the City Council approve R21-058, A Resolution Authorizing a Purchase and Sale Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1.

Financial Impact

The financial impact associated with this purchase and sale agreement is not to exceed \$4,000,000. This is the maximum not-to-exceed estimated cost for design and construction of a new 1.5 million gallon storage tank. Funds are currently allocated for this project from the Water Enterprise Fund.

Background

The City's Infrastructure team has identified a number of improvements to the City's water system in order to serve planned development. The December 14, 2020 City Council Workshop provided a list of required water infrastructure projects, one of which is 1.5 million gallon storage tank (the Highway 93 tank). This tank project has been in the CIP budget for several years, and the City team is finalizing the design and construction schedule. Operational issues at the Candelas pump station in 2020 indicated that we are short on storage capacity to serve the northwest area of the City. Recent computer modeling of the water distribution system has confirmed this to be the case. The Highway 93 tank will provide critical storage capacity to meet peak summer demand and ensure adequate water supply for fire protection. Approval of this purchase and sale agreement transfer ownership of the property and enable the construction to start later this year.

Discussion

The City's Infrastructure and Community and Economic Development work systems collaborate on planned development in the City and impacts to the City's infrastructure. As a philosophy, our teams strive to ensure adequate water and wastewater infrastructure is in place to serve planned development as it comes in. As described in the December 14, 2020 City Council workshop, we have conducted comprehensive studies of the infrastructure capacity expansions required to serve planned development. Water storage tanks are a critical component of the necessary expansions.

A 1.5 million gallon storage tank (the Highway 93 tank) has been in the CIP budget for several years, and the City team is

finalizing the design and construction schedule. Operational issues at the Candelas pump station in 2020 indicated that we are short on storage capacity to serve the northwest area of the City. Recent computer modeling of the water distribution system has confirmed this to be the case. The Highway 93 tank will provide critical storage capacity to meet peak summer demand and ensure adequate water supply for fire protection. Approval of this purchase and sale agreement transfer ownership of the property and enable the construction to start later this year.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A.

Strategic Alignment

Approval of this agreement aligns with the following Principle stated within the Infrastructure Priority Area:

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

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve a Resolution Authorizing a Purchase and Sale Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1.

Suggested Motion:

I move that R21-058, A Resolution Authorizing a Purchase and Sale Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1, be (approved) (rejected).

Prepared by:
Sharon Israel, Director of Utilities

Reviewed by:
Hannah Gregory, Legal Administrative Assistant 3/23/2021
Erika Pierce, Litigation Paralegal 3/24/2021

Approved by:

Sharon Israel, Director of Utilities 3/21/2021
Bryan Archer, Director of Finance 3/22/2021
Rachel Morris, City Attorney 3/25/2021
Lorie Gillis, Deputy City Manager 3/25/2021

SUBJECT: R21-058 A Resolution Authorizing a Purchase and Sale Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1

PAGE: 3

ITEM: 8.A.7.

Mark Deven, City Manager

3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-058

A RESOLUTION AUTHORIZING A PURCHASE AND SALE AGREEMENT BY AND
BETWEEN THE CITY OF ARVADA AND JEFFERSON CENTER METROPOLITAN
DISTRICT NO. 1

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

Section 1. The Mayor or Mayor Pro Tem is hereby authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Purchase and Sale Agreement by and between the City of Arvada and Jefferson Center Metropolitan District No. 1, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

PURCHASE AND SALE AGREEMENT
(Water Tank Site)

This Purchase and Sale Agreement (Water Tank Site) (this "Agreement") is entered into as of this _____ day of _____, 2021 ("Execution Date") by and between the CITY OF ARVADA, a Colorado municipal corporation ("Arvada"), and JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("JCMD No. 1"); each a "Party" and collectively, the "Parties," with Section 2.2 acknowledged by JEFFERSON CENTER METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado ("JCMD No. 2"), as indicated by its execution of this Agreement below.

RECITALS

This Agreement is made with reference to the following facts:

A. Cimarron Commercial, LLC ("CCLLC") is the owner of certain real property within the Candelas project, including a parcel comprised of approximately two (2) acres of land, which is located in the vicinity of the northeast corner of the intersection of Colorado State Highways 72 and 93, as legally described in Exhibit A attached hereto and incorporated herein by this reference, excluding however, all mineral and water rights and interests as set forth in the Deed, defined below (the "Tank Site").

B. CCLLC has conveyed or shall convey the Tank Site to JCMD No. 1 pursuant to a Purchase and Sale Agreement dated on or about even date herewith between JCMD No. 1 and CCLLC.

C. Arvada, CCLLC, and JCMD No. 1 entered into a Memorandum of Understanding dated April 9, 2018 (the "Tank Site MOU"), pursuant which, among other matters, the parties thereto:

(1) identified a proposed site for a 1.5 million gallon water storage tank and related facilities (collectively, the "Water Tank Improvements");

(2) contemplated that Arvada would expand its original plan from building a 1 million gallon water tank to building the Water Tank Improvements;

(3) contemplated that the Tank Site would be conveyed to Arvada, and set forth the terms and conditions whereby this transaction would occur;

(4) contemplated that in consideration of the conveyance of the Tank Site to Arvada, Arvada would credit 500,000 gallons of water storage capacity in the Water Tank Improvements to JCMD No. 1; and

(5) contemplated that, upon acquiring the Tank Site, Arvada is to obtain applicable permits and approvals for, and is to construct, own and operate, the Water Tank Improvements at Arvada's cost.

D. In order to implement the Tank Site MOU as it relates to execution of a purchase and sale agreement for the Tank Site and matters related thereto, the Parties desire to enter into this Agreement whereby JCMD No. 1 desires to convey the Tank Site to Arvada and Arvada desires to acquire the Tank Site from JCMD No. 1, construct Tank No. 1 (defined below) on the Tank Site, and credit to JCMD No. 1 the Allocated Capacity (defined below) pursuant to the terms herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the Parties' performance of their respective covenants and obligations hereunder, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. General.

1.1 Ownership. CCLLC owned or owns the Tank Site and conveyed or will convey the Tank Site to JCMD No. 1 pursuant to a purchase and sale agreement dated on or about even date herewith between JCMD No. 1 and CCLLC.

1.2 Acquisition. Arvada wishes to acquire the Tank Site free and clear of all liens, encumbrances, liabilities, duties and obligations except those specifically assumed or consented to by Arvada (the "Permitted Exceptions"), or as otherwise provided herein, which Permitted Exceptions shall consist of:

(a) any state of facts which would be revealed in an ALTA/NSPS Land Title Survey or by an inspection of the Tank Site;

(b) taxes and assessments for the year of Closing and subsequent years, a lien not yet due and payable; and

(c) the exceptions disclosed in Schedule B, Part II of the Commitment (defined below) as of the Closing (defined below), excluding, however:

(i) any delinquent taxes or assessments;

(ii) any monetary liens or encumbrances created by, through or under JCMD No. 1 or CCLLC;

(iii) any standard printed exceptions concerning mechanics' liens or claims therefor to the extent arising by, through or under JCMD No. 1 or CCLLC, and matters first appearing in the public records after the date of the final Commitment but before Closing (defined below); and

(iv) any other matters that Arvada causes to be deleted or removed prior to the Closing.

1.3 Agreement. Subject to and in accordance with the terms and conditions contained in this Agreement, and in consideration of the mutual agreements contained herein, JCMD No. 1 agrees to sell to Arvada and Arvada agrees to purchase from JCMD No. 1 the Tank Site. JCMD No. 1 shall convey to Arvada a fee simple absolute estate in the Tank Site.

2. Water Storage Tank.

2.1 Allocated Capacity. In consideration of the conveyance of the Tank Site to Arvada, Arvada shall credit to JCMD No. 1 500,000 gallons of water storage capacity (the "Allocated Capacity") in the first constructed water tank ("Tank No. 1"), pursuant to the Updated Approval of Drinking Water Final Plans and Specifications for Construction issued by the Colorado Department of Public Health and Environment, dated September 30, 2020, for ES Project No. WS.19.DWDR.04806 (the "Plans"), to be reserved for the benefit of JCMD No. 1 and development within JCMD No. 1 as part of the public water system infrastructure within JCMD No. 1's boundaries. Arvada hereby agrees to credit to JCMD No. 1 the Allocated Capacity, for so long as Arvada or its successors and assigns operate and maintain Tank No. 1 on the Tank Site. Arvada agrees not to sell, convey, transfer, assign, lease or hypothecate any or all of the Allocated Capacity to any third-party. This Section 2.1 shall survive Closing.

2.2 Future Assessments. The Allocated Capacity shall be included in any future assessments determining what additional water system assets are needed pursuant to that certain Intergovernmental Agreement dated April 4, 2005, entered into by JCMD No. 2 and Arvada (as has been and may be amended from time to time, the "2005 IGA"), which governs the provision of certain public improvements, services and procedures within the service area of JCMD No. 2, including the provision of public improvements, services and procedures within the boundaries of JCMD No. 1.

2.3 Construction. Arvada agrees to construct Tank No. 1 on the Tank Site in accordance with the terms of this Agreement. Following Arvada's acquisition of the Tank Site, Arvada shall commence construction of Tank No. 1 on or before April 30, 2022 (the "Outside Commencement Date"), and shall complete construction on or before December 31, 2023 (the "Outside Completion Date"). In the event Arvada does not commence construction of Tank No. 1 prior to the Outside Commencement Date, or fails to complete construction of Tank No. 1 on or prior to the Outside Completion Date, JCMD No. 1 shall have the right, but not the obligation, to undertake construction and completion of Tank No. 1 pursuant to the Plans. In such event, JCMD No. 1, together with its employees, contractors, subcontractors, and consultants, shall be granted a license substantially in the form attached hereto as Exhibit E to access and enter upon the Tank Site for the purpose of constructing and completing Tank No. 1 as JCMD No. 1 and Arvada may deem necessary or appropriate. Arvada shall cooperate reasonably with any such construction of Tank No. 1 and entry onto the Tank Site by JCMD No. 1, and shall have the right to be present during any such entry upon the Tank Site. Any work undertaken by JCMD No. 1 pursuant to this Section 2.3 shall be in compliance with all applicable laws, and shall be at no cost or expense to JCMD No. 1, provided such costs do not exceed Four Million Dollars (\$4,000,000.00) (the "Maximum Cost"). As such, upon delivery of written documentation to Arvada reasonably evidencing JCMD No. 1's costs incurred in connection with the construction of Tank No. 1, Arvada shall reimburse JCMD No. 1 for such costs (excluding duplicative or incorrect costs) up to and including the Maximum Cost within thirty (30) days of receipt of the same. Any and all

costs beyond the Maximum Cost shall be at JCMD's sole cost and expense. This Section 2.3 shall survive Closing.

3. Purchase Price and Closing.

3.1 Purchase Price. The purchase price for the Tank Site shall be Zero Dollars (\$0.00) (the "Purchase Price").

3.2 Closing Time and Place. The closing ("Closing") under this Agreement shall occur in escrow with the Title Company (defined below) or at such other time and place as the parties may mutually agree, on the date that is: (i) 10 days after the expiration of the Due Diligence Period, (ii) if such date is a Saturday, Sunday or holiday for which Arvada's municipal offices are closed, the next business day after such date, or (iii) such earlier date as mutually agreed upon in writing by the Parties.

3.3 Deliveries. The following shall occur at Closing, each requirement being a condition precedent to the others and all being considered simultaneously:

(a) JCMD No. 1 shall execute, have acknowledged and deliver to Arvada a special warranty deed (the "Deed") substantially in the form of Exhibit B attached hereto and incorporated herein by this reference, conveying title to the Tank Site to Arvada subject only to the Permitted Exceptions;

(b) JCMD No. 1 shall execute, have acknowledged and deliver to Arvada a non-foreign affidavit in the form of Exhibit C attached hereto and incorporated herein by this reference, to assure compliance with §1445 of the Internal Revenue Code of 1986, as amended;

(c) JCMD No. 1 shall deliver to Arvada copies of JCMD No. 1's governing documents, certified by an officer or partner of JCMD No. 1, and evidence of JCMD No. 1's consent to the execution and delivery of this Agreement and the performance of JCMD No. 1's obligations hereunder; and

(d) Arvada shall be entitled to possession of the Tank Site immediately after the Closing.

3.4 Adjustments to Purchase Price and Costs. The amount of the Purchase Price due at Closing shall be subject to the following adjustments and prorations:

(a) On or promptly after Closing, to the extent applicable, JCMD No. 1 shall file the proper returns and pay the appropriate governmental authorities, all sales, use, transfer or other similar tax due upon the transfer of the Tank Site;

(b) Arvada shall pay the Title Company's fees for acting as escrow agent and participating in Closing and the recording costs for the Deed;

(c) JCMD No. 1 shall pay all transfer, recording, filing, excise, documentary, mortgage, revenue stamp and similar fees and taxes payable in connection with the transactions contemplated by this Agreement;

(d) JCMD No. 1 shall pay, or otherwise cause to be paid, all real Tank Site taxes and special assessments (including penalties and interest) allocable to the Tank Site for tax years prior to Closing;

(e) Real property taxes and assessments for the year of Closing shall be apportioned between JCMD No. 1 and Arvada as of the date of Closing, with the amount of such taxes to be based upon the most recent available levy applied to the most recent available assessment;

(f) All water, gas, electrical and other public utility charges relating to the Tank Site shall be apportioned between JCMD No. 1 and Arvada as of the date of Closing, based upon the most recent applicable statements and meter readings; and

(g) Except as otherwise set forth in this Agreement, each Party shall pay any other costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement.

4. Title.

4.1 Owner's Title Evidence. Except as otherwise set forth below, within thirty (30) days after the Execution Date:

(a) As of the Execution Date, JCMD No. 1 has delivered to Arvada, via CCLLC's electronic "Dropbox," all pertinent materials available to JCMD No. 1 relative to the Tank Site in order to facilitate Arvada's due diligence of the Tank Site, including, but not limited to, all reports, assessments or other documents that describe or relate to the environmental condition of the Tank Site, as well as copies of all plans and specifications, if any, available to JCMD No. 1 relating to the Tank Site.

(b) As of the Execution Date, Arvada has obtained a preliminary title insurance commitment (the "Commitment") issued by H.C. Peck Associates, 3401 Quebec Street, Suite 8100, Denver, CO 80207 (the "Title Company"), showing the status of record title to the Tank Site, together with legible copies of all documents evidencing exceptions to title shown therein or otherwise affecting the Tank Site.

4.2 Title Defects. If Arvada objects to any matter contained in the Commitment, or if Arvada asserts the existence of any encumbrance, encroachment or defect in or objection to title which renders title to any portion of the Tank Site unmarketable (any of which is called a "Defect of Title"), Arvada shall give to JCMD No. 1 written notice of all Defects of Title within sixty (60) days after delivery of the Commitment, or within thirty (30) days after any updates to the Commitment disclosing a Defect of Title, but in no event later than Closing. After receipt of such notice, JCMD No. 1 may, but without obligation or liability under this Agreement to do so, and without any obligation to incur any costs relating thereto, cure all Defects of Title specified in the notice from Arvada. If all such Defects of Title are not removed or cured prior to or within sixty (60) days after the receipt of such notice or Closing, whichever is earlier, Arvada may elect: (i) to accept title to the Tank Site subject to the uncured Defects of Title; or (ii) to terminate this Agreement.

5. Pre-Closing Conditions.

5.1 Arvada's Conditions. Arvada's obligation to purchase the Tank Site is expressly conditioned upon the following matters:

(a) Arvada shall have sixty (60) days after the execution of this Agreement (the "Due Diligence Period") in which to inspect the Tank Site, and to review all matters affecting or relating to the Tank Site. If, as a result of such inspection and review, Arvada finds the Tank Site unsatisfactory to it, in its sole and absolute discretion, Arvada shall have the right to terminate this Agreement by giving written notice of the termination to JCMD No. 1 on or before the end of the Due Diligence Period. Upon the giving of such notice, this Agreement shall become null and void and of no further force and effect. If Arvada fails to give such notice on or before the end of the Due Diligence Period, Arvada shall be deemed to have waived the provisions of this Section 5.1(a).

(b) JCMD No. 1 shall have delivered to Arvada evidence of consent of any person or entity whose consent is required to the purchase of the Tank Site by Arvada from JCMD No. 1;

(c) There shall be no material and adverse change in the physical condition of the Tank Site between the date hereof and Closing;

(d) JCMD No. 1 shall have performed and observed all of its covenants, agreements and obligations contained in this Agreement; and

(e) All the representations and warranties of JCMD No. 1 contained in this Agreement shall have been true and correct when made and shall be true and correct on and as of Closing as if then made or given.

Notwithstanding anything to the contrary contained herein, if any condition set forth in this Section 5.1 cannot be satisfied on or before Closing, Closing may be extended by Arvada in its sole and absolute discretion until satisfaction thereof on the condition that performance of the condition has commenced, is diligently being pursued by the appropriate party and is capable of being satisfied. In no event shall Closing be extended for more than sixty (60) days.

5.2 JCMD No. 1's Conditions. JCMD No. 1's obligations hereunder are expressly conditioned upon the following matters:

(a) All the representations and warranties of Arvada contained in this Agreement shall have been true and correct when made and shall be true and correct on and as of Closing as if then made or given; and

(b) Arvada shall have performed and observed all of its covenants, agreements and obligations contained in this Agreement.

5.3 Effect of Default. Notwithstanding anything to the contrary contained in this Section 5, if the failure of a condition also constitutes a default under this Agreement, the non-defaulting party shall have the remedies set forth in Section 11.

6. Representations and Warranties of JCMD No. 1.

JCMD No. 1 represents and warrants to Arvada as follows:

6.1 Authority. JCMD No. 1 has full power and authority to enter into this Agreement and consummate the transaction contemplated hereunder and such transaction has been duly authorized by all necessary action by the Board of Directors of JCMD No. 1.

6.2 Absence of Contractual or Other Restrictions. The entering into and consummation of the transaction contemplated hereunder shall not conflict with, or with or without notice or the passage of time or both, result in the breach of, or constitute a default under or violation of any of the terms and provisions of any contract, lease or other agreement to which JCMD No. 1 is a party or by which JCMD No. 1 may be bound or of any law, rule, license, regulation, judgment, order or decree governing or affecting JCMD No. 1 or the Tank Site.

6.3 No Undisclosed Litigation. Except as set forth on Exhibit D attached hereto and incorporated herein by this reference, there are no actions, suits or proceedings (including employee civil rights grievances and workers, compensation claims) pending, or to the best knowledge and belief of JCMD No. 1, threatened against JCMD No. 1 or the Tank Site or which might adversely affect JCMD No. 1 or the Tank Site.

6.4 Compliance with Law. JCMD No. 1 has not received any written notice of and has no knowledge of the assertion of any violation of any law, rule, regulation or order with respect to the Tank Site.

6.5 Mechanics, Liens. All work which has been performed in, on or about the Tank Site or materials furnished thereto for or on behalf of JCMD No. 1 which might in any circumstances give rise to a mechanics' or materialmen's lien has been paid for or shall be paid prior to delinquency.

6.6 Tax Returns. JCMD No. 1 has filed all federal, state and local tax returns required to be filed in connection with its ownership and operation of the Tank Site, such returns were true, accurate and complete in all material respects, and JCMD No. 1 has paid any and all taxes required to be paid in connection with its ownership and operation of the Tank Site.

6.7 Districts; Commitments with Governmental Agencies. To JCMD No. 1's knowledge, the Tank Site is not situated within any special assessment district other than the districts revealed by the most recent statement for real Tank Site taxes for the Tank Site, nor is the Tank Site subject to any special assessments except for those relating to such districts and JCMD No. 1 has no knowledge of any proposal under which the Tank Site is to be placed in any other special assessment district. There are no commitments or agreements with any federal, state or local government authority or agency affecting the Tank Site.

6.8 Bankruptcy. JCMD NO. 1 has not: (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition for bankruptcy or suffered the filing of a voluntary petition by JCMD NO. 1's creditors; (c) suffered the appointment of a receiver to take possession of all or substantially all of JCMD NO. 1's assets; (d) suffered the attachment or other judicial

seizure of all or substantially all, of JCMD NO. 1's assets; or (e) made an offer of settlement, extension or composition to its creditors generally.

6.9 Condemnation. No portion of the Tank Site has been condemned and there are no presently pending or, to JCMD No. 1's knowledge, threatened special assessments or condemnation actions with respect to any part of the Tank Site, nor has JCMD No. 1 received any notice of any special assessments or condemnation actions being contemplated. There is no pending or, to JCMD No. 1's knowledge, threatened action by any governmental or quasi-governmental agency to acquire or condemn any part of the Tank Site.

6.10 JCMD No. 1's Knowledge. Whenever phrases such as "to JCMD No. 1's knowledge" or "JCMD No. 1 has no knowledge" are used in the foregoing representations and warranties, they will be deemed to refer exclusively to matters within the current actual (as opposed to constructive) knowledge of Gregg A. Bradbury, President of JCMD No. 1 ("JCMD No. 1's Representative"). No duty of inquiry or investigation on the part of JCMD No. 1 or JCMD No. 1's Representative will be implied by the making of any representation or warranty which is so limited to matters within JCMD No. 1's knowledge.

7. Representations and Warranties of Arvada.

Arvada represents and warrants to JCMD No. 1 as follows:

7.1 Authority. Arvada has full power and authority to enter into and consummate the transaction contemplated hereunder and such transaction has been duly authorized by all necessary action by the City Council of Arvada.

7.2 Absence of Contractual or Other Restrictions. The entering into and consummation of the transaction contemplated hereunder shall not conflict with, or with or without notice or the passage of time or both, result in the breach of, or constitute a default under or violation of any of the terms and provisions of any contract, lease or any agreement to which Arvada is a party or by which Arvada may be bound or of any law, rule, license, regulation, judgment, order or decree governing or affecting Arvada.

8. Covenants.

CCLLC and JCMD No. 1 hereby covenant and agree that, between the date of this Agreement and Closing, CCLLC and JCMD No. 1: (a) shall not dispose of any interest in the Tank Site, except for the conveyance of the Tank Site from CCLLC to JCMD No. 1, and shall not, without Arvada's consent, mortgage, pledge or subject to lien or other encumbrance any interest in the Tank Site; (b) shall not, without the consent of Arvada, agree to or consent to any restrictions, covenants, conditions, easements, encroachments, leases or any similar matters affecting the Tank Site or any part thereof; (c) shall keep the Tank Site insured at the current level of insurance maintained thereon; (d) shall not, without the consent of Arvada, seek or consent to any zoning, platting, replatting, subdivision or other change affecting the use of the Tank Site or any administrative classification of the Tank Site; and (e) shall not extend or add to any existing improvements or construct additional improvements on the Tank Site. CCLLC will pay, prior to delinquency, all amounts arising under CCLLC that may give rise to a mechanic's or materialman's lien on the Tank Site.

9. Damage, Destruction or Condemnation.

9.1 Condemnation. If prior to Closing, CCLLC or JCMD No. 1 receive knowledge that all or any significant portion of the Tank Site is to be taken under any power of eminent domain or similar action, other than such power or action exercised by Arvada, JCMD No. 1 shall advise Arvada in writing and Arvada shall have ten (10) days after its receipt of such knowledge, by written notice to JCMD No. 1, to either: (a) take title to the Tank Site at Closing, or (b) terminate this Agreement and, in that event, this Agreement shall be null and void and neither party thereafter shall have any right or remedy against the other. The term “significant,” as used in this Section 9.1, shall mean the taking of any portion of the Tank Site, which would materially and adversely affect the Tank Site and construction of the Water Tank Improvements thereon.

9.2 Damage by Casualty. It is the intention of the parties that at Closing, JCMD No. 1 shall transfer to Arvada the Tank Site in its present state and condition, subject only to reasonable wear and tear. Therefore, risk of loss to such assets from fire or other casualty shall be borne by JCMD No. 1 until Closing. JCMD No. 1 shall promptly notify Arvada of any such casualty. If the Tank Site is damaged by fire or other casualty prior to Closing such that the Tank Site is no longer suitable for the construction of the Water Tank Improvements thereon, then Arvada may terminate this Agreement and neither Party shall have any right or remedy against the other.

10. Access Prior to Closing.

(a) At any time prior to Closing, if this Agreement shall not have first been terminated, Arvada and Arvada’s agents, contractors and engineers shall have the right to enter the Tank Site for purposes of conducting inspections or making surveys, soil tests, engineering tests and for other similar work provided that such operations are conducted in such a manner as not to interfere with JCMD No. 1’s business or to damage the Tank Site.

(b) Arvada will promptly repair any damages resulting to the Tank Site due to Arvada’s investigations and other activities conducted pursuant to this Agreement, and will reimburse JCMD No. 1, within thirty (30) days after receipt of invoices therefor, for all reasonable out-of-pocket expenses JCMD No. 1 incurs in repairing such damages if Arvada does not promptly do the same.

(c) At any time on or before Closing and after twenty-four (24) hours prior written notice of such entry to JCMD No. 1, Arvada shall have the right to inspect the Tank Site.

11. Defaults and Remedies.

11.1 Default by JCMD No. 1. “Default by JCMD No. 1” shall mean a failure by JCMD No. 1 to comply with or satisfy any covenant or agreement of JCMD No. 1 contained in this Agreement, or a breach by JCMD No. 1 of any representation or warranty of JCMD No. 1 contained in this Agreement. If any Default by JCMD No. 1 is known or discovered by Arvada at or prior to Closing: (a) Arvada may, at any time at or prior to Closing, by giving to JCMD No. 1 written notice, elect to terminate this Agreement; or (b) Arvada may elect to treat this Agreement as being in full force and effect and Arvada shall have the sole remedy of specific performance. Upon termination of this Agreement by Arvada pursuant to clause (a) above, neither party shall

have any further obligations to the other except those obligations which expressly survive termination hereof.

11.2 Default by Arvada. "Default by Arvada" shall mean a failure of Arvada to comply with or satisfy any covenant or agreement contained in this Agreement, or a breach of any representation or warranty of Arvada contained in this Agreement. If any Default by Arvada is known or discovered by JCMD No. 1 at or prior to Closing: (a) JCMD No. 1 may, at any time at or prior to Closing, by giving written notice to Arvada, terminate this Agreement; or (b) if the Default of Arvada is a default other than a failure of Arvada to perform at Closing, JCMD No. 1 may elect to treat this Agreement as being in full force and effect and JCMD No. 1 shall have the sole remedy of specific performance. Upon termination of this Agreement by JCMD No. 1 pursuant to clause (a) above, neither party shall have any further obligations to the other except for those obligations which expressly survive termination hereof.

12. "AS-IS".

12.1 "As-Is". Arvada (for itself and its successors and assigns) acknowledges that, at Closing, it shall accept that the Tank Site shall be conveyed in its "AS IS, WHERE IS, AND WITH ALL FAULTS" condition as of Closing, and Arvada accepts and shall bear all risks regarding all attributes and conditions of the Tank Site. Arvada shall conduct and rely on its own inspection and investigation of the Tank Site as to all conditions and requirements pertinent to the Tank Site, including the presence thereon, or the condition thereof with respect to, any Hazardous Materials (defined below). Arvada acknowledges that any information provided or to be provided by or on behalf of JCMD No. 1 with respect to the Tank Site was or may be obtained from a variety of sources and that JCMD No. 1 has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.

12.2 No Implied Representations. EXCEPT FOR JCMD NO. 1'S EXPRESS REPRESENTATIONS IN SECTION 6 OF THIS AGREEMENT OR IN ANY INSTRUMENT OF CONVEYANCE SIGNED BY JCMD NO. 1 AND DELIVERED TO ARVADA AT CLOSING (COLLECTIVELY, "JCMD NO. 1'S EXPRESS REPRESENTATIONS"), NEITHER JCMD NO. 1 NOR ANY AGENT, EMPLOYEE, OFFICER, DIRECTOR, BROKER, CONTRACTOR OR REPRESENTATIVE OF JCMD NO. 1 HAS MADE, AND JCMD NO. 1 SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, AS TO, CONCERNING OR WITH RESPECT TO THE TANK SITE, INCLUDING, WITHOUT LIMITATION, THE PRESENCE THEREON, OR THE CONDITION THEREOF WITH RESPECT TO, ANY HAZARDOUS MATERIALS.

12.3 Definitions. As used in this Agreement, "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products (including crude oil or any fraction thereof), polychlorinated biphenyls and ureaformaldehyde insulation. As used in this Agreement, "Environmental Law" means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or to releases or threatened releases of Hazardous

Materials into the environment, including, without limitation, ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as now or may hereafter be in effect.

12.4 Survival. The provisions of this Section 12 shall survive Closing or any termination of this Agreement.

13. Miscellaneous.

13.1 Notices. Any notices under this Agreement shall be in writing, signed by the Party giving the same and shall be deemed properly given and received when actually given and received, if hand-delivered in person, or three (3) business days after mailed, if sent by registered or certified United States mail, postage prepaid, addressed to the Party to receive the notice at the address set forth below or such other address as any Party may specify by notice to the other Party.

If to Arvada: City of Arvada
8101 Ralston Road
Arvada, CO 80001
Attn: Sharon Israel
Director of Utilities

With a copy to: Rachel Morris
City Attorney
City of Arvada
8101 Ralston Road
Arvada, CO 80001

If to JCMD No. 1: Jefferson Center Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Attn: David Solin

With a copy to: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: Megan Becher

13.2 Brokerage Commissions. JCMD No. 1 hereby represents and warrants to Arvada that JCMD No. 1 has not engaged or utilized the services of any broker or finder in connection with this transaction and that no commissions are payable with respect to this transaction. JCMD No. 1 hereby agrees to indemnify and hold Arvada harmless from and against any liability for any claims of any broker or finder claiming by, through or under JCMD No. 1.

13.3 Governmental Immunity. Arvada and JCMD No. 1, their officers, and their employees, are relying on, and do not intend to waive, by any provision of this Agreement, any

rights, protections, or privileges provided by the Colorado Governmental Immunity Act, as it is amended from time to time.

13.4 Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the parties, except as stated herein.

13.5 No Oral Modifications. No amendments or modifications to this Agreement shall be made or deemed to have been made unless in writing executed and delivered by the party to be bound thereby.

13.6 Time of the Essence. All of the provisions of this Agreement regarding time for performance are of the essence.

13.7 Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.

13.8 Headings and Captions for Convenience. The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

13.9 Exhibits Incorporated. All exhibits referred to in this Agreement shall be deemed incorporated in this Agreement by reference.

13.10 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by one Party to the other by facsimile or e-mail (PDF) transmission, and counterparts executed and delivered in such manner will be fully binding and enforceable to the same effect as if an original had been executed and delivered instead.

13.11 Survival. The provisions set forth in Section 2.1, Section 2.3, Section 6, Section 7, Section 12 and Section 13.2 hereof shall not merge into any document associated herewith and shall survive Closing and delivery of the Deed and any termination of this Agreement and shall be enforceable at law or in equity.

(signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Execution Date.

JCMD NO. 1

JEFFERSON CENTER METROPOLITAN
DISTRICT NO. 1,
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: Gregg A. Bradbury
Gregg A. Bradbury, President

ATTEST:

David Solin
David Solin, Secretary

ARVADA

CITY OF ARVADA,
a Colorado municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

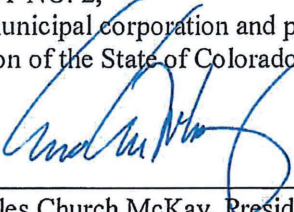
Rachel Morris, City Attorney

**ACKNOWLEDGEMENT OF JCMD NO. 2
TO PURCHASE AND SALE AGREEMENT
(WATER TANK SITE)**

The undersigned, as a party to that certain Intergovernmental Agreement dated April 4, 2005, entered into by JCMD No. 2 and Arvada, hereby acknowledges Section 2.2 of the foregoing Purchase and Sale Agreement (Water Tank Site) and the rights and obligations of Arvada and JCMD No. 1 contained therein.

JCMD NO. 2

JEFFERSON CENTER METROPOLITAN
DISTRICT NO. 2,
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: 
Charles Church McKay, Resident

ATTEST:


David Solin, Secretary

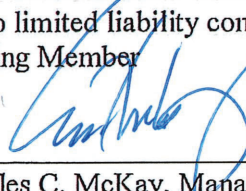
**JOINDER AND ACKNOWLEDGEMENT OF CCLLC
TO PURCHASE AND SALE AGREEMENT
(WATER TANK SITE)**

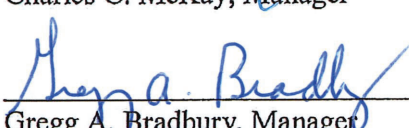
The undersigned, by its signature below, does hereby acknowledge and agree to covenants and obligations described in Sections 8 and 9.1, above. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such covenants and obligations.

CCLLC:

CIMARRON COMMERCIAL, LLC,
a Colorado limited liability company

By: CIMARRON HOLDING COMPANY, LLC,
a Colorado limited liability company,
its Managing Member

By: 
Charles C. McKay, Manager

By: 
Gregg A. Bradbury, Manager

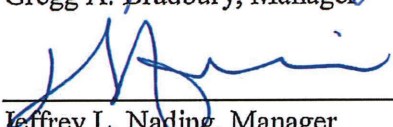
By: 
Jeffrey L. Nading, Manager

Exhibit A

Legal Description of the Tank Site

Lot 2, Sleeping Indian Tank Site Minor Subdivision Plat, County of Jefferson, State of Colorado.

Exhibit B

Form of Deed

SPECIAL WARRANTY DEED

[STATUTORY FORM – C.R.S. § 38-30-113(1)(b)]

JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**Grantor**”), whose address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to the CITY OF ARVADA, a Colorado municipal corporation (“**Grantee**”), whose address is 8101 Ralston Road, Arvada, Colorado 80001, Attn: City Manager, the real property that is described on Schedule 1 attached hereto and made a part hereof, with all its appurtenances (the “**Land**”), and warrants the title to the same against all persons claiming under Grantor, subject to the matters set forth on Schedule 2 attached hereto and made a part hereof.

Signed on the ____ day of _____, 20____, to be made effective as of the ____ day of _____, 20____.

GRANTOR

JEFFERSON CENTER METROPOLITAN
DISTRICT NO. 1,
a quasi-municipal corporation and political subdivision
of the State of Colorado

By: _____
Gregg A. Bradbury, President

ATTEST:

David Solin, Secretary

**Schedule 1
to Special Warranty Deed**

Legal Description

Lot 2, Sleeping Indian Tank Site Minor Subdivision Plat, County of Jefferson, State of Colorado.

**Schedule 2
to Special Warranty Deed**

Reservations and Exceptions

Reservations: Conveyance of the Land is subject to the express exclusion of the following rights with respect to the Land:

1. Any and all of Grantor's right, title and interest in subsurface estates and mineral rights located in, upon and/or under the Land, including, without limitation, any rights to explore for and/or extract, or to be paid royalties in connection therewith, oil, natural gas, hydrocarbon products, gravel, sand, coal, and/or hard rock minerals; provided, however, that Grantor, on behalf of itself, its successor and assigns, and any party acting by, through or on behalf of Grantor, irrevocably waives and relinquishes any and all right to enter upon or utilize the surface of the Land to a depth one hundred (100) feet below the finished grade of the surface of the Land in any manner for the purpose of exploring for, extracting or developing the foregoing reserved mineral rights, and will not undermine lateral and subjacent support of the surface of the Land or any improvement located therein.
2. To the extent appurtenant to or historically used in connection with the Land, any and all tributary, nontributary and not nontributary water rights that Grantor owns or may own, whether decreed or undecreed, including, without limitation, all groundwater underlying the Land, all wells, well rights and permits, all surface water located within or used in connection with or appurtenant to the Land, and/or ditch shares or ditch rights used in connection with the Land; provided, however, that Grantor, on behalf of itself, its successor and assigns, and any party acting by, through or on behalf of Grantor, irrevocably waives and relinquishes any and all rights to enter upon or utilize the surface of the Land to a depth one hundred (100) feet below the finished grade of the surface of the Land in any manner for the purpose of exercising the foregoing reserved water rights, and will not undermine lateral and subjacent support of the surface of the Land or any improvement located therein.

Exceptions: Conveyance of the Land is subject to the following exceptions:

[exceptions to be inserted based on Schedule B, Part II of the Title Commitment]

Exhibit C

Form of FIRPTA

CERTIFICATE OF NON-FOREIGN STATUS – ENTITY SELLER

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the City of Arvada, a Colorado municipal corporation, as purchaser (herein, “**Transferee**”), that withholding of tax is not required upon the disposition of a U.S. real property interest by Jefferson Center Metropolitan District No. 1, quasi-municipal corporation and political subdivision of the State of Colorado, as seller (herein, “**Transferor**”), the undersigned hereby certifies the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Treasury Regulations Section 1.1445-2(b)(2)(iii);
3. Transferor’s U.S. employer identification number is 84-1129176; and
4. Transferor’s office address is: c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, Attn: David Solin.

The undersigned, on behalf of Transferor, understands that Transferee may disclose this Certification to the Internal Revenue Service, and that any false statement contained herein may be punishable by fine, imprisonment, or both.

Under penalties of perjury, the undersigned, on behalf of Transferor, declares that this certification have been examined and to the best of undersigned’s knowledge and belief it is true, correct, and complete, and the undersigned further declares that he/she has authority to sign this document on behalf of Transferor.

[signature page follows]

Dated as of: _____, 2021.

TRANSFEROR

JEFFERSON CENTER METROPOLITAN
DISTRICT NO. 1,
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Gregg A. Bradbury, President

ATTEST:

David Solin, Secretary

Exhibit D

Description of Litigation

None.

Exhibit E

Form of License Agreement

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(City of Arvada to Jefferson Center Metropolitan District No. 1)**

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (this "Agreement") is made this ____ day of _____, 20____ (the "Effective Date"), by and between the **CITY OF ARVADA**, a Colorado municipal corporation ("Grantor") whose legal address is 8101 Ralston Road, Arvada, CO 80001-8101 and **JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantee"), whose legal address is 141 Union Boulevard, Suite 150, Lakewood, CO 80228 (individually a "Party" and collectively, the "Parties").

Subject to and in accordance with the terms, covenants and conditions contained in this Agreement, and in consideration of the mutual agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. EASEMENT AREA. Grantor owns a parcel of land in Jefferson County, Colorado, (the "Property") and Grantee desires to enter upon a portion of the Property (the "Easement Area") for the purposes indicated herein. The Property and the Easement Area are indicated on Exhibit A, attached hereto.

II. GRANT. Grantor hereby grants a nonexclusive, temporary construction easement to Grantee, its contractors, subcontractors, and consultants to enter upon the Easement Area subject to and in accordance with the terms, covenants and conditions of this Agreement. Grantor shall retain all other rights in and usage of the Easement Area not inconsistent with the reasonable use of the foregoing grant.

III. EXHIBITS. The following exhibits are attached hereto and incorporated herein by this reference:

- A. Exhibit A the Property and the Easement Area;
- B. Exhibit B plans and specifications for the Improvements (defined below);
- C. Exhibit C General Terms and Conditions; and
- D. Exhibit D Insurance Requirements.

IV. TERM AND TERMINATION. The term of this Agreement shall commence on the Effective Date and expire on _____, 20____, unless sooner terminated (the "Term"). This Agreement may be terminated for breach by Grantee as indicated in Section XI, and shall automatically terminate for nonuse by Grantee for a continuous period of ninety (90) calendar days.

V. IMPROVEMENTS. Grantor hereby grants permission to Grantee, its contractors, subcontractors, and consultants to use the Easement Area, on a temporary basis for the Term of this Agreement, to construct the improvements in accordance with and as indicated on the plans and specifications accepted by Grantor and attached hereto as Exhibit B (the "Improvement(s)"). Grantee shall provide invoices to Grantor for all costs related to construction of the Improvement(s), and Grantor shall pay undisputed on invoices within thirty (30) days of receipt. Installation of the Improvement(s) shall not interfere with existing utilities or other facilities installed on or adjacent to the Property, and Grantee shall be responsible for locating and protecting such utilities or other facilities. Grantee shall maintain the Easement Area in a clean, neat and sanitary condition, and to properly and promptly dispose of all litter and debris. Grantee shall contractually require its contractors, subcontractors, and consultants, as applicable, to comply with the provisions of this Agreement, including the General Terms and Conditions attached hereto as Exhibit C.

VI. ENCUMBRANCES. Grantee shall not suffer or permit anything to be done that will cause the Property or the Easement Area to become encumbered by any mechanic's lien or similar lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Section 9607(1) or any similar state statute, charge or claim in connection with the construction of the Improvement(s). If any such encumbrance is filed against the Property and/or the Easement Area in connection with Grantee's use of the Easement Area, Grantee shall cause the release of such encumbrances through payment, endorsement, bonding or other means available to Grantee within thirty (30) days after the filing of any notice of such lien, claim or other charge, such obligation to survive expiration or earlier termination of this Agreement.

VII. SURRENDER AND, RESTORATION. Upon the expiration or earlier termination of this Agreement, Grantee shall (i) promptly quit and surrender the Easement Area and remove all tools, equipment and materials from the Easement Area and restore the Easement Area to substantially the same state and condition (including any irrigation or landscaping improvements disturbed by Grantee) as existed immediately prior to Grantee's and/or its contractor's and subcontractor's activities within the Easement Area, except the Improvement(s). If all or any portion of the Easement Area is not vacated at the end of the Term, Grantor shall be and is hereby authorized to remove from the Easement Area and store, at the expense of the Grantee, all goods, wares, merchandise and property of any kind or description which may be then occupying all or any portion of the Easement Area (collectively, the "Goods"). All such removal and/or storage charges must be paid to Grantor by Grantee before the Goods will be released by Grantor. In any event, Grantor may dispose of any of the Goods as it sees fit after the expiration of thirty (30) calendar days from the end of the Term. Grantor shall not be liable for any damage to or loss of the Goods sustained either during the removal, storage and/or disposal of same and Grantor is expressly released from any and all claims for such loss or damage. In addition, Grantee shall, at no cost to Grantor, remove all excess dirt, equipment and/or materials and restore the Easement Area and any disturbed adjacent property and facilities of Grantor and any improvements thereon after any disturbance, to the satisfaction of Grantor. If Grantee fails to restore the Easement Area as set forth herein, Grantor shall have all rights and remedies available to it at law or in equity for such default, including, but not limited to, a suit for damages and/or specific performance. Grantor also

shall have the right to complete such work and charge the cost to Grantee. If Grantee fails to pay the same within thirty (30) days following an invoice therefor, Grantor shall have all rights and remedies available to it at law or in equity to collect the same. This Section shall survive expiration or earlier termination of this Agreement.

VIII.AS-BUILT DRAWINGS. Upon completion of the Improvement(s), Grantee shall provide Grantor with a full-sized set of as-built drawings, stamped by a Colorado professional engineer, as an accurate record of the Improvement(s) with "As-Built" clearly printed on each sheet. This Section shall survive expiration or earlier termination of this Agreement.

IX. DIGGING OR BORING. Prior to performing any digging or boring activities on the Property, the Grantee shall determine if a telecommunications system or other utility is buried anywhere on or about the Property in the location where Grantee will perform such digging or boring activities. If there is a telecommunications system or other utility, Grantee will inform the owner of such telecommunications system or other utility, and take such measures in concert with the owner(s) as are necessary so as not to damage such system or utility.

X. SAMPLES/REMOVAL. As between Grantor and Grantee only, Grantee shall be solely responsible for the lawful removal, manifesting, transport, testing and disposal of any samples or other materials removed from the Property or generated as a result of the Improvement(s) and activities done pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such activities that it undertakes or is required to undertake pursuant to law. The Grantee releases Grantor from liability or legal obligation for, and covenants not to sue Grantor concerning, any and all materials removed from the Property or generated as a result of Grantee's sampling and/or testing activities pursuant hereto. The Grantee states and agrees that as between the Grantee and Grantor, it is the sole Generator of any materials removed from the Property or generated as a result of its activities pursuant hereto, as the term "Generator" is used in applicable statutes and regulations concerning the removal, transport and/or disposal of hazardous materials, substances, waste or other contaminants. If requested by Grantor, the Grantee shall promptly provide to Grantor a copy of any and all reports that incorporate, or are based upon, in full or in part, data obtained from the sampling and/or testing conducted pursuant to this Agreement. This Section shall survive expiration or earlier termination of this Agreement.

XI. BREACH/STOP WORK. Any failure of Grantee, its employees or contractors to fulfill any of Grantee's obligations hereunder shall constitute a breach of this Agreement and subject Grantee to (i) issuance of a stop work notice by Grantor to Grantee, and Grantee shall direct its employees and contractors to immediately stop work until the breach is resolved to Grantor's reasonable satisfaction and/or (ii) immediate termination of this Agreement, as well as damages and costs, including attorneys' fees.

XII. APPLICABLE LAWS; VIOLATION. Grantee shall use and occupy the Easement Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the city and county in which the Easement Area is situated, the laws of the State of Colorado and of the United States of America, and all other rules of governmental authorities as may be in force and effect during the Term. If at any time the use of the Easement Area by Grantee violates said

applicable ordinances or laws, Grantee shall cease and desist from continuing such use and shall surrender the Easement Area upon demand by Grantor.

XIII. ADDITIONAL USES. Grantee understands and agrees that during the Term, facilities on the Property may be used by the public or otherwise, and Grantee shall conduct its work so as not to unreasonably interfere with such other uses.

XIV. NOTICES. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other address that may be specified by written notice in accordance with this Section:

Grantor: The City of Arvada
8101 Ralston Road
Arvada, CO 80001

Grantee:
Jefferson Center Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228

with a copy to:

Rachel Morris
City Attorney
City of Arvada
8101 Ralston Road
Arvada, CO 80001

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: Megan Becher

XV. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties regarding the Easement Area.

XVI. AMENDMENT. No change, alteration or modification to any of the provisions hereof shall be effective unless contained in a written agreement signed by the Parties.

XVII. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

XVIII. AUTHORITY OF THE PARTIES. The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

XIX. COUNTERPARTS. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement:

GRANTOR:

CITY OF ARVADA
a Colorado municipal corporation

By: _____

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

GRANTEE:

JEFFERSON CENTER METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By: _____

ATTEST



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-059 A Resolution Authorizing the City of Arvada to Continue Its Participation in an Intergovernmental Agreement Supporting and Funding the Rocky Mountain Greenway Trail Project Extensions at Indiana Street and Colorado Highway 128 in an Amount Not to Exceed \$243,000.00

Report in Brief

The City Council is requested to authorize the approval of an Intergovernmental Agreement (IGA) between the City of Arvada, the City of Boulder, County of Boulder, City of Westminster, and Jefferson County for the funding of the Rocky Mountain Greenway (RMG) Trail Crossings at Indiana Street and Colorado Highway 128 in an amount not to exceed \$243,000.00. Development of the RMG Trail directly aligns with the vision laid out in the City of Arvada Parks, Trails, and Open Space Master Plan and contributes to a City Council Strategic Result. The IGA also supports Arvada's continued participation in strategic efforts to connect our park, open space and trail system with green spaces in a regionally-focused way.

The Arvada team recommends that the City Council approve R21-059, A Resolution Authorizing the City of Arvada to Continue Its Participation in an Intergovernmental Agreement Supporting and Funding the Rocky Mountain Greenway Trail Project Extensions and Indiana Street and Colorado Highway 128 in an Amount Not to Exceed \$243,000.00.

Financial Impact

Entering into this intergovernmental agreement will obligate Arvada, as part of the commitment, to fund sampling and construction expenses up to \$243,000.00. No funds are available in existing, appropriated projects. Funding for this project would need to be identified during the 2022 Budget Update Process.

Background

The vision of the Rocky Mountain Greenway (RMG) Trail is to connect the three Front Range National Wildlife Refuges (Rocky Mountain Arsenal, Two Ponds, and Rocky Flats) with Rocky Mountain National Park through an interconnected, multi-use, regional trail system. The City of Arvada has supported implementation of the "America's Great Outdoors" Rocky Mountain Greenway (RMG) Trail vision since 2012. The RMG trail project is divided into various phases, some of which are already built. Most notable, the phase linking Two Ponds NWR to Rocky Flats NWR transects Arvada. The 8.5 mile trail segment was constructed in 2016 and was dedicated on June 4, 2016, as part of National Trails Day.

In 2016, the City of Arvada joined with Jefferson County Open Space (JCOS), City of Boulder, Boulder County, City and County of Broomfield, and City of Westminster on a Federal Lands Access Program (FLAP) grant to extend the Rocky Mountain Greenway Trail from where Phase One currently ends in Broomfield's Great Western Open Space, through Rocky Flats National Wildlife Refuge (Refuge) and into Boulder County. The Federal Highway Administration awarded Jefferson County the FLAP Grant for \$3,930,000, which provides funding for trail crossings at Indiana Street and Colorado Highway 128. The grant requires a 17.21% local match.

Construction of the critical trail crossings is contingent on confirmatory soil sampling in and around the Refuge. The City of Arvada and the FLAP partners entered into the 2017 Intergovernmental Agreement for cost-sharing of an independent Soil Sampling Analysis Plan (SAP) to test for radionuclides at the two crossings described in the FLAP grant.

The FLAP partners retained Engineering Analytics, Inc. to complete the SAP, which produced 650 new data points from 130 sample locations of surface and subsurface soils. The SAP final report independently verifies the conclusions of the CERCLA cleanup efforts that the levels of Americium, Plutonium, Uranium, and their related isotopes at the Project sites are in a state protective of human health and the environment. Samples were, without exception, lower than historic values for the relevant exposure units. Preliminary Remediation Goals (PRGs), are extremely conservative benchmarks established as part of the CERCLA process, and with one exception, maximum detected values for all analytes were one or two orders of magnitude lower than related PRGs, and the mean and median values were even lower. In addition, two other organizations conducted sampling efforts related to the Jefferson Parkway along the Indiana Street right-of-way and sampling within the Refuge where new trail construction will take place. All of the reports support moving forward with the project.

The FLAP partners reviewed the Sampling Report they commissioned and have presented the results to their respective governing boards. The City of Arvada team presented the soil sampling results to Arvada City Council during a workshop on February 8, 2021 and were directed to bring forward a resolution authorizing the City of Arvada to continue its participation in an IGA supporting and funding the Rocky Mountain Greenway Trail crossings at Indiana Street and Colorado Highway 128 in an amount not to exceed \$243,000.00.

The City and County of Broomfield has opted to withdraw from the FLAP partnership, but the remaining partners wish to move forward with a second IGA that addresses each partner's share of the FLAP grant's 17.21% project match requirement, which totals an estimated \$676,353. Under this scenario the City of Arvada's matching funds share would be \$210,480. Because the FLAP match is still an estimate and the FLAP partners have yet to obtain final approval from their respective governing boards on the increased contribution to cover Broomfield's original share, the City team requests approval to spend up to \$243,000 for the trail crossings. The new cost estimate proposed in the second IGA does not exceed the original \$243,000 not-to-exceed amount previously approved by Arvada City Council in the 2016 RMG Trail IGA. The IGA also anticipates that a third Intergovernmental Agreement between the FLAP partners will be required to address such matters as maintenance, operation and ownership of the two trail crossings.

Discussion

The City of Arvada team presented the soil sampling results to Arvada City Council during a workshop on February 8, 2021 and were directed to bring forward a resolution authorizing a second IGA for the City of Arvada to continue its participation in the development of the trail crossings.

In addition to the City of Arvada, the other FLAP partners are taking action to approve the IGA and move forward with the construction of the two trail crossings:

- Jefferson County approved the IGA 3-0 on December 8, 2020.
- Westminster City Council approved the IGA 7-0 on February 22, 2021.
- Boulder County is scheduled for a study session on March 29 and will take action on the IGA on April 1.
- City of Boulder is scheduled to take action on the IGA on April 13.

If Arvada approves the IGA on April 5, Jefferson County will give FHWA the green light to begin design and engineering for the Indiana Street crossing.

Public Contact

Posting of the City Council Agenda.

Commission Recommendation

N/A

SUBJECT: R21-059 A Resolution Authorizing the City of Arvada to Continue Its Participation in an Intergovernmental Agreement Supporting and Funding the Rocky Mountain Greenway Trail Project Extensions at Indiana Street and Colorado Highway 128 in an Amount Not to Exceed \$243,000.00

PAGE: 3
ITEM: 8.B.1.

Strategic Alignment

The City of Arvada has historically placed 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 RMG trail is a key piece in realizing that vision.

Additionally, development of the RMG trail 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 R21-059, A Resolution Authorizing the City of Arvada to Continue Its Participation in an Intergovernmental Agreement Supporting and Funding the Rocky Mountain Greenway Trail Project Extensions at Indiana Street and Colorado Highway 128 in an Amount Not to Exceed \$243,000.00.

Suggested Motion:

I move that R21-059, A Resolution Authorizing the City of Arvada to Continue Its Participation in an Intergovernmental Agreement Supporting and Funding the Rocky Mountain Greenway Trail Project Extensions at Indiana Street and Colorado Highway 128 in an Amount Not to Exceed \$243,000.00, be (approved) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

Kylie Justus, Assistant City Attorney	3/10/2021
Enessa Janes, Deputy Director of Vibrant Community and Neighborhoods	3/10/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/10/2021
Bryan Archer, Director of Finance	3/15/2021
Gail Walker, Legal Specialist-Contracts	3/15/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

SUBJECT: R21-059 A Resolution Authorizing the City of Arvada to Continue Its Participation in an Intergovernmental Agreement Supporting and Funding the Rocky Mountain Greenway Trail Project Extensions at Indiana Street and Colorado Highway 128 in an Amount Not to Exceed \$243,000.00

PAGE: 4
ITEM: 8.B.1.

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-059

A RESOLUTION AUTHORIZING THE CITY OF ARVADA TO CONTINUE ITS PARTICIPATION IN AN INTERGOVERNMENTAL AGREEMENT SUPPORTING AND FUNDING THE ROCKY MOUNTAIN GREENWAY TRAIL PROJECT EXTENSIONS AT INDIANA STREET AND COLORADO HIGHWAY 128 IN AN AMOUNT NOT TO EXCEED \$243,000.00

WHEREAS, in 2016, the City of Arvada joined with five partners, including Jefferson County Open Space, City of Boulder, Boulder County, City and County of Broomfield, and City of Westminster on an application for a Federal Lands Access Program (FLAP) grant to extend the Rocky Mountain Greenway Trail (Trail) to link the Trail from where Phase One currently ends in Broomfield's Great Western Open Space, through Rocky Flats National Wildlife Refuge (Refuge), and into Boulder County; and

WHEREAS, the FLAP partners wanted to ensure that the project could be constructed safely, the FLAP partners retained Engineering Analytics, Inc. to complete an independent soil sampling analysis, which produced 650 new data points from 130 sample locations of surface and subsurface soils; and

WHEREAS, soil samples were, without exception, lower than historic values for the relevant exposure units and the levels of Americium, Plutonium, Uranium, and their related isotopes at the project sites are in a state protective of human health and the environment; and

WHEREAS, the Federal Highway Administration awarded Jefferson County Open Space the FLAP Grant, which provides funding for trail crossings at Indiana Street and Colorado Highway 128; and

WHEREAS, the estimated total cost of the project is \$3,930,000.00. With the FLAP grant, each of the remaining partners to this intergovernmental agreement would have to match 17.21% of that cost; and

WHEREAS, Jefferson County Open Space, the City of Boulder, Boulder County, the City of Westminster, and the City of Arvada continue to support the extension of the Trail, and each Party agrees to contribute a portion of the 17.21% match requirement for the Project, which totals \$676,353.00.

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

Section 1. The City Council of the City of Arvada continues to support the application for the FLAP grant to extend the Trail.

Section 2. If the other members of the intergovernmental agreement approve the agreement, the City Council of the City of Arvada supports completion of the project.

Section 3. The City Council of the City of Arvada authorizes the expenditure of funds necessary to meet the terms and obligations of extending the Trail at Indiana Street and Colorado Highway 128 in an amount not to exceed \$243,000.00.

Section 4. The \$676,353.00 match to be distributed amongst the remaining intergovernmental agreement partners as follows:

Highway 128 Crossing - \$298,697

- i. City of Boulder: \$74,674
- ii. Boulder County: \$74,674
- iii. Arvada: \$49,783
- iv. Westminster: \$49,783

Indiana Crossing - \$377,656

- i. Arvada: \$125,885
- ii. Westminster: \$125,885

Jefferson County's share of the Project's match requirement is \$175,669.

Within 60 days following the Effective Date of the signing of the intergovernmental agreement, and in accordance with the prior intergovernmental agreement, the remaining partners (and Broomfield) shall each reimburse Jefferson County a percentage of the Application Costs (\$40,000.00) and Scoping Costs (\$10,000.00) it expended. The percentage of each party's reimbursement obligation is set forth below:

- i. City of Boulder – 10%: \$5,000
- ii. Boulder County – 10%: \$5,000
- iii. Westminster – 22.5%: \$11,250
- iv. Arvada – 22.5%: \$11,250
- v. [Broomfield – 12.5%: \$6,250]

Section 5. City Council hereby authorizes the Mayor of Arvada to sign the partnership agreement with Jefferson County Open Space, the City of Boulder, County of Boulder, and the City of Westminster.

Section 6. This Resolution to be in full force and effect from and after its passage and approval.

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF ROCKY MOUNTAIN GREENWAY TRAIL CROSSINGS

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), dated for reference purposes this _____ day of _____, 202__, is by and between the **City of Boulder**, a home-rule municipal corporation and political subdivision of the State of Colorado ("City of Boulder"), **County of Boulder**, a body politic and corporate and political subdivision of the State of Colorado ("Boulder County"), **City of Arvada**, a home-rule municipal corporation and political subdivision of the State of Colorado ("Arvada"), **City of Westminster**, a home-rule municipal corporation and political subdivision of the State of Colorado ("Westminster"), and **County of Jefferson**, a body politic and corporate and political subdivision of the State of Colorado ("Jefferson 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 governing board of each Party and of the City and County of Broomfield ("Broomfield") adopted a resolution supporting, or conditionally supporting, Jefferson County's submission of an application for a Federal Lands Access Program Grant ("FLAP Grant") to fund a project ("Project") for the design and construction of grade-separated trail crossings entering the Rocky Flats National Wildlife Refuge at SH 128 and Indiana Street ("Trail Crossings").
- C. Jefferson County expended \$40,000.00 to retain Amec Foster Wheeler Environment & Infrastructure, Inc. to prepare the FLAP Grant application ("Application Costs").
- D. Jefferson County's FLAP Grant application was one of ten applications selected by the Colorado FLAP Programming Decisions Committee for consideration of Colorado FLAP funding.
- E. Jefferson County provided \$10,000.00 ("Scoping Costs") to the FHWA to develop a scoping summary, scoping report, and preliminary estimate for design, construction, and construction engineering to verify the scope and cost of the Project.
- F. The Parties and Broomfield entered into the Intergovernmental Agreement for Evaluation and Funding of a Rocky Mountain Greenway Trail – Radionuclide Soil Sampling and Analysis Plan dated December 11, 2017 (the "Prior IGA") that addressed the joint development of the radionuclide soil sampling analysis plan ("SAP") and each Parties' and Broomfield's respective share of the cost to procure the SAP.

- G. The Parties and Broomfield retained Engineering Analytics, Inc. to complete the SAP, SAP sampling results, and SAP final report that independently verifies the conclusions of the CERCLA cleanup efforts that the levels of Americium, Plutonium, Uranium, and their related isotopes at the Project sites are in a state protective of human health and the environment.
- H. The soil samples included in the Rocky Mountain Greenway Trail Crossings Soil Sampling Results Report (Sampling Report), dated February 5, 2020, produced 650 new data points from 130 sample locations of surface and sub-surface soils. Samples were, without exception, lower than historic values for the relevant exposure units. Preliminary Remediation Goals (PRGs), are extremely conservative benchmarks established as part of the CERCLA process, and with one exception, maximum detected values for all analytes were one or two orders of magnitude lower than related PRGs, and the mean and median values were even lower.
- I. The Parties have reviewed the Sampling Report, presented the results of the Sample Report to their respective governing boards, and have determined to proceed with funding the design and construction of the Project.
- J. The estimated total cost for the design and construction of the Project is \$3,930,000.00. As set forth herein, each Party shall contribute a portion of the 17.21% match requirement for the Project, which totals \$676,353.00.
- K. The Parties desire to enter into this IGA to address the Parties' participation in and financial contributions toward the Project.

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. **FUNDING CONTRIBUTION.**
 - a. Within 90 days of receipt of an invoice from Jefferson County, each Party shall reimburse Jefferson County for a portion of the \$676,353.00 Project match required under the FLAP Grant as set forth below:

Highway 128 Crossing - \$298,697

- i. City of Boulder: \$74,674
- ii. Boulder County: \$74,674
- iii. Arvada: \$49,783
- iv. Westminster: \$49,783

Indiana Crossing - \$377,656

- i. Arvada: \$125,885
- ii. Westminster: \$125,885

b. As a result of these contributions, Jefferson County's share of the Project's match requirement is \$175,669.

c. The Parties' respective total contributions towards the Project's match requirement, as set forth in Sections 2.a. and b. above, equate to the following percentages:

- i. City of Boulder: 11.04%
- ii. Boulder County: 11.04%
- iii. Arvada: 25.97%
- iv. Westminster: 25.97%
- v. Jefferson County 25.98%

d. Within 60 days following the Effective Date of this IGA, and in accordance with the Prior IGA, the Parties (and Broomfield) shall each reimburse Jefferson County a percentage of the Application Costs (\$40,000.00) and Scoping Costs (\$10,000.00) it expended. The percentage of each Party's reimbursement obligation is set forth in the Prior IGA and restated below:

- i. City of Boulder – 10%: \$5,000
- ii. Boulder County – 10%: \$5,000
- iii. Westminster – 22.5%: \$11,250
- iv. Arvada – 22.5%: \$11,250
- v. [Broomfield – 12.5%: \$6,250]

3. **RADIONUCLIDE TESTING DURING CONSTRUCTION.** The Parties agree that testing of radionuclides of concern, specifically plutonium, americium, and uranium, shall occur during Project construction to ensure these radionuclides do not exceed applicable regulatory levels. In advance of Project construction, the Parties shall develop, in consultation with the Colorado Department of Public Health & Environment and Jefferson County Public Health, testing and analysis protocols for these radionuclides. Except to the extent funded by other sources, each Party shall pay for a portion of this radionuclide testing based on the percentages set forth in Section 2. c. above.

4. **TRAIL CROSSINGS MAINTENANCE, OPERATION, AND OWNERSHIP.** The Parties agree to negotiate in good faith and execute a third Intergovernmental Agreement that, to the extent required, addresses the maintenance, operation, and ownership of the Trail Crossings.

5. **NOTICES.** Communications pertaining to this IGA shall be directed to each Party as follows:

City of Boulder

Mark Gershman, Senior Planner
City of Boulder Open Space and Mountain Parks
2520 55th Street
Boulder, Colorado 80301
Phone: 303-579-4811
Email: gershmanm@bouldercolorado.gov

County of Boulder

Summer Laws, Policy Analyst
Boulder County Commissioners Office
P.O. Box 471 Boulder CO 80306
Phone: 720-665-7095
Email: slaws@bouldercounty.org

Arvada

Enessa Janes, Deputy Director of Vibrant Community and Neighborhoods
City of Arvada
8101 Ralston Road
Arvada, CO 80002
Phone: (720) 898-7518
Email: ejanes@arvada.org

Westminster

Joe Reale, Open Space Superintendent
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031
Phone: 303.658.2142
Email: jreale@CityofWestminster.us

Jefferson County

Hillary Merritt, Deputy Director
Jefferson County Open Space
700 Jefferson County Parkway
Golden, CO
Phone: 303-271-5948
Email: hmerritt@jeffco.us

6. **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.

7. **ENFORCEMENT.** The enforcement of this IGA and all rights of action relating to such enforcement, are reserved to the Parties.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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. Only the following two forms of electronic signatures shall bind the Parties: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; or (2) The image of the signature of an authorized signer inserted onto PDF format documents. 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.
14. **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.

[Signatures on following pages]

CITY OF BOULDER

By: _____
_____, City Manager

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

COUNTY OF BOULDER

By: _____
_____, Chair

Date: _____

APPROVED AS TO FORM:

By: _____
County Attorney

CITY OF ARVADA

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

CITY OF WESTMINSTER

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

COUNTY OF JEFFERSON, a body corporate and
politic

By: _____
_____, Chair

Date: _____

APPROVED AS TO FORM:

By: _____
Steven L. Snyder
Senior Assistant County Attorney



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-060 A Resolution Authorizing an Amendment to the Intergovernmental Agreement No. 500817 by and Between the City of Arvada and Denver Water

Report in Brief

In 2013, the City entered into an Intergovernmental Agreement (IGA) with Denver Water to formalize a mutually beneficial arrangement to share costs of an expansion of Gross Reservoir. The City has committed to pay one-sixth of planning, permitting, engineering, and construction costs in exchange for a perpetual contract for delivery of 3,000 acre-feet of raw, untreated water. This source of water will support planned development as contemplated in the Comprehensive Plan. This amendment extends the latest date for commencement of construction to July 15, 2023. Based on this information, we anticipate receiving deliveries from the expansion by 2028.

The Arvada team recommends that the City Council approve R21-060, A Resolution Authorizing an Amendment to the Intergovernmental Agreement No. 500817 by and Between the City of Arvada and Denver Water.

Financial Impact

There is no financial impact from the approval of this amendment.

Background

The City has developed a robust water supply portfolio over the years, including contracts with Denver Water for raw water deliveries amounting to approximately 19,500 acre-feet annually. For over a decade, the City has worked in close partnership with Denver Water to plan for an expansion of Gross Reservoir. The total annual yield from this expansion is estimated to be 18,000 acre-feet, one-sixth of which (3,000 acre-feet) will be allocated to Arvada by contract. In exchange, Arvada is paying one-sixth of the planning, permitting, engineering, and construction costs for this project. This is an unusually large and complex project, garnering national interest from experts in the field of design and construction techniques for large dams. There is also significant local interest from environmental groups, Boulder County, and other neighboring jurisdictions. Approval of this amendment provides continuity of the current agreement and plans for the dam expansion. Water deliveries from this dam expansion will complete Arvada's water supply portfolio and we will no longer need to seek additional supply to meet the City's needs at build-out.

Discussion

The City has committed to pay one-sixth of planning, permitting, engineering, and construction costs in exchange for a perpetual contract for delivery of 3,000 acre-feet of raw, untreated water. This source of water will support planned development as contemplated in the Comprehensive Plan. This amendment extends the latest date for commencement of construction to July 15, 2023. Based on this information, we anticipate receiving deliveries from the expansion by 2028. These deliveries will complete Arvada's water supply portfolio and we will no longer need to seek additional supply to meet the City's needs at build-out.

At this time, the project design is proceeding on a parallel path with Boulder County permitting. Cost estimates are constantly being fine-tuned as the Denver Water team is optimizing design and construction plans. At this time, the City team estimates

Arvada's contributions to total \$110,000,000, or \$36,667 per acre-foot, which is a competitive rate for water supply development on the Front Range. Current tap fees are based on a lower raw water development cost and the City team is currently working on a proposal to update tap fees to account for increasing costs.

The schedule in this contract amendment aligns with the latest information from the Denver Water team. Approval of this agreement will continue support for our key partnership with Denver Water.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Authorizing this amendment aligns with the following Strategic Result within the Infrastructure Priority Area of the City Council Strategic Plan:

By 12/25, the City will have 100% of the water supply needed for build-out as defined by the comprehensive plan.

In addition, authorizing this amendment aligns with the following Principle stated within the Infrastructure Priority Area:

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-060, A Resolution Authorizing an Amendment to to the Intergovernmental Agreement No. 500817 by and Between the City of Arvada and Denver Water.

Suggested Motion:

I move that R21-060, A Resolution Authorizing an Amendment to to the Intergovernmental Agreement No. 500817 by and Between the City of Arvada and Denver Water, be (approved) (rejected).

Prepared by:
Sharon Israel, Director of Utilities

Reviewed by:
Hannah Gregory, Legal Administrative Assistant 3/23/2021
Erika Pierce, Litigation Paralegal 3/24/2021

Approved by:

Sharon Israel, Director of Utilities	3/21/2021
Bryan Archer, Director of Finance	3/22/2021
Kylie Justus, Assistant City Attorney	3/24/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-060

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT NO. 500817 BY AND BETWEEN THE CITY OF ARVADA AND DENVER WATER

WHEREAS, the Denver Water and Arvada entered into an Intergovernmental Agreement No. 500817 dated August 28, 2013 which contemplated beginning construction by July 1, 2020; and

WHEREAS, the parties need more time to issue a notice to proceed for the expansion of Gross Reservoir; and

WHEREAS, the parties wish to amend the intergovernmental agreement to extend the date to begin construction to July 15, 2023.

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

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

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

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT NO. 500817
(PREVIOUSLY KNOWN AS AGREEMENT NO. 15164A)**

THIS AMENDMENT to Intergovernmental Agreement No. 500817 (“Financing Amendment”) is made and entered into between Arvada, a Colorado home rule municipal corporation, 8101 Ralston Road, Arvada, CO 80002 (“Arvada”), acting by and through its Board of Water Commissioners (“Board”), a municipal corporation of the State of Colorado whose address is 1600 W. 12th Avenue, Denver, Colorado 80204.

WHEREAS, the parties entered into an Intergovernmental Agreement No. 500817 dated August 28, 2013 (“Financing Agreement”), and wish to amend it; and

WHEREAS, the Financing Agreement termination event (1.5.e) needs to be extended to allow more time to issue a notice to proceed for construction of the Project.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement will be amended to replace termination event 1.5.e with:

“(e) failure of the Board to issue a notice to proceed for construction of the Project prior to July 15, 2023.”

Except as specifically amended in this Amendment and any previous amendments, the Agreement shall remain in full force and effect. The effective date of this Amendment is the date it is executed by the appropriate representative of the Board.

CITY OF ARVADA

ATTESTED:

By: _____
City Clerk

By: _____
Mayor Marc Williams
8101 Ralston Road
Arvada, CO 80002

APPROVED as to form:

DATE: _____

By: _____

For Rachel Morris, City Attorney

**CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS**

APPROVED:

By: _____
Director of Finance

By: _____
CEO/Manager

APPROVED:

By: _____
Chief of Engineering

APPROVED AS TO FORM:

By: _____
Office of General Counsel



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-061 A Resolution Authorizing an Intergovernmental Agreement by and Between the City of Arvada and Apex Park and Recreation District to Offset \$431,000 of Expenses Related to the COVID-19 Pandemic

Report in Brief

The COVID-19 pandemic has had a significant negative impact on the Apex Park and Recreation District (Apex). In recognition of the impacts, Arvada and Apex entered into a Subrecipient Agreement for CARES Act Funding on November 2, 2020 wherein Arvada agreed to provide Apex with \$431,000 in CARES Act funds and Apex agreed to use the funds for specific COVID-19 pandemic-related expenses by December 30, 2020. Due to circumstances unknown at the time the Subrecipient Agreement was executed, Apex was not able to utilize any of the funding by December 30, 2020.

Apex has incurred, and will continue to incur, additional and necessary expenses directly related to the COVID-19 pandemic. These expenses include the cost of personal protective equipment (PPE), unemployment insurance claims, disinfectant equipment procurement and installation, telework implementation, and additional public health and administration expenditures.

The purpose of this Agreement is to first rescind the November 2, 2020 Subrecipient Agreement and to replace it with a new intergovernmental agreement that will provide Apex with funding in the amount of \$431,000 to be used to offset costs directly related to Apex's COVID-19 pandemic-related expenditures. This action is in keeping with the spirit and intent of the November 2, 2020 action taken by the City Council when it approved the Subrecipient Agreement.

The Arvada team recommends that the City Council approve R21-061, A Resolution Authorizing an Intergovernmental Agreement by and Between the City of Arvada and Apex Park and Recreation District to Offset \$431,000 of Expenses Related to the COVID-19 Pandemic.

Financial Impact

The City of Arvada received CARES Act funds and designed support of its recreation intergovernmental partners an important priority. This intergovernmental agreement is in keeping with that spirit and will provide Apex with \$431,000 to offset expenses directly related to the COVID-19 Pandemic.

Background

The City and Apex work collaboratively to meet the community's parks and recreation needs through a series of intergovernmental agreements that relate to the roles and responsibilities each agency plays in delivering parks and recreation services. The intergovernmental agreements define conditions that allow Apex to schedule certain City athletic facilities for community recreation use for both youth and adult sports leagues. The two organizations have collaborated on the development of recreational facilities, including the Fitzmorris Recreation Center Pool and the Ralston Central Park Splash Pad, that allow thousands of families access to summer aquatic activities. Providing financial assistance to Apex supports a very important community partner.

In accordance with terminating the Subrecipient Agreement, Arvada and Apex mutually agree to terminate the November 2, 2020 Subrecipient Agreement. Apex has returned the \$413,000 it received pursuant to the Subrecipient Agreement.

This Agreement will become effective on May 1, 2021 and will expire on December 30, 2021. After receipt of the \$431,000 from Arvada, Apex shall utilize the money to offset eligible expenses in accordance with this Agreement. Apex shall provide Arvada with a written report, which documents and details all eligible expenses no later than December 29, 2021. In the event the Eligible Expenses incurred by Apex are less than \$431,000, Apex shall return any unused funds to Arvada by December 29, 2021.

Discussion

The recommended action provides financial support to a community partner that provides highly valued parks and recreation services to the community. These funds will offset financial obligations and difficulties that impacted Apex during 2020. Without these funds, Apex would have needed to consider reduced parks and recreations services to the Arvada community which may have included reduced scheduling of athletic fields, reduced youth sports activities and reduced hours at recreation centers.

Public Contact

A prioritized list was created and approved by the Arvada City Council regarding the use of its CARES Act funds. Providing assistance to intergovernmental partners impacted by the COVID-19 pandemic are included in the prioritized use of funds. This action is in support of that direction.

Commission Recommendation

N/A

Strategic Alignment

Approval of this resolution authorizing the Intergovernmental Agreement with the Apex Park and Recreation District aligns with the Vibrant Community and Neighborhoods Priority Area within the City Council Strategic Plan. The recommended action supports the following Principle within the VCN Priority Area:

Provides meaningful ways for the community to engage with local government and strategic partnerships to advance quality of life by embracing both Arvada's small town traditions and history and changing to achieve an inclusive, equitable, diverse, prosperous, and resilient community that cares about its neighbors.

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends that the City Council approve R21-061, A Resolution Authorizing an Intergovernmental Agreement by and Between the City of Arvada and Apex Park and Recreation District to Offset \$431,000 of Expenses Related to the COVID-19 Pandemic.

Suggested Motion:

I move that R21-061, A Resolution Authorizing an Intergovernmental Agreement by and Between the City of Arvada and Apex Park and Recreation District to Offset \$431,000 of Expenses Related to the COVID-19 Pandemic, be (approved) (rejected).

SUBJECT: R21-061 A Resolution Authorizing an Intergovernmental Agreement by and Between the City of Arvada and Apex Park and Recreation District to Offset \$431,000 of Expenses Related to the COVID-19 Pandemic

PAGE: 3
ITEM: 8.B.3.

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/16/2021
Bryan Archer, Director of Finance	3/16/2021
Brad Moloney, Deputy City Attorney	3/25/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-061

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE CITY OF ARVADA AND APEX PARK AND RECREATION DISTRICT
TO OFFSET \$431,000 OF EXPENSES RELATED TO THE COVID-19 PANDEMIC

WHEREAS, Apex Park and Recreation District will incur expenses directly related to the COVID-19 Pandemic; and

WHEREAS, the City wishes to provide assistance to Apex Park and Recreation District through funding that will help the citizens of Arvada;

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA:

Section 1: The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto, between the City of Arvada and Apex Park and Recreation District for funding in the amount of \$431,000.00 of expenses related to the COVID-19 Pandemic.

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

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND APEX PARK AND RECREATION DISTRICT
TO OFFSET \$431,000 OF EXPENSES RELATED TO THE COVID-19
PANDEMIC**

- 1.0 PARTIES.** This Intergovernmental Agreement (“Agreement”) is between the City of Arvada, a Colorado home rule municipal corporation, (“Arvada”), and the Apex Park and Recreation District, a Colorado quasi-municipal corporation located at 13150 W. 72 Ave., Arvada, CO 80005 (“Apex”).
- 2.0 RECITALS AND PURPOSE.**
- 2.1** Section 29-1-203, C.R.S., as amended, permits and encourages local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service or facility.
- 2.2** On November 3, 2020, Arvada and Apex entered into a Subrecipient Agreement for CARES Act Funding, wherein Arvada agreed to provide Apex with \$431,000.00 in CARES Act funds, and Apex agreed to use the provided funds for specific COVID-19 pandemic-related expenses by December 30, 2020 (“Subrecipient Agreement”). Due to circumstances unknown at the time of the Subrecipient Agreement was executed, Apex did not utilize any of the funding by December 30, 2020.
- 2.3** Apex has incurred, and will continue to incur, additional and necessary expenses directly related to the COVID-19 pandemic. These expenses include the cost of personal protective equipment (PPE), unemployment insurance claims, disinfectant equipment procurement and installation, telework implementation, and additional public health and administration expenditures. These categories of expenses are more extensive than the categories contemplated in the Subrecipient Agreement. Prior to the pandemic, these expenses were largely unforeseen.
- 2.4** The purpose of this Agreement is for Arvada to provide Apex with funding in the amount of \$431,000.00 to be used to offset costs directly related to Apex’s COVID-19 pandemic-related expenditures as detailed herein.
- 3.0 TERM.** This Agreement will become effective on May 1, 2021 and will expire on December 30, 2021.
- 4.0 CONDITION PRECEDENT TO THIS AGREEMENT.** Arvada and Apex

mutually agree to terminate the Subrecipient Agreement, effective immediately. In accordance with terminating the Subrecipient Agreement, Apex agrees to return the \$413,000.00 it received pursuant to the Subrecipient Agreement to Arvada.

As a condition precedent to any obligation or duty under this Agreement, Apex shall return to Arvada the \$431,000.00 in funding Arvada provided to Apex pursuant to the Subrecipient Agreement.

5.0 DEFINITIONS.

5.1 “Eligible Expenses” means financial costs directly related to the COVID-19 pandemic, which were incurred and expended by Apex during the term of this Agreement and are within one or more of the following categories: personal protective equipment (PPE), unemployment insurance claims, disinfectant equipment procurement and/or installation, telework implementation, and/or public health and safety expenditures.

6.0 ROLES AND RESPONSIBILITIES.

6.1 ARVADA. Arvada shall provide \$431,000.00 to Apex to assist in offsetting Apex’s Eligible Expenses.

6.2 APEX. After receipt of the \$431,000.00 from Arvada, Apex shall utilize the money to offset Eligible Expenses in accordance with this Agreement. Apex shall provide Arvada with a written report, which documents and details all Eligible Expenses offset to Arvada’s satisfaction. Apex shall provide this report no later than December 29, 2021. In the event the Eligible Expenses incurred by Apex are less than \$431,000.00, Apex shall return any unused funds to Arvada by December 29, 2021.

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

City of Arvada

Director of Vibrant Community and
Neighborhoods
City of Arvada
8101 Ralston Road
Arvada, CO 80002

Apex:

Ms. Lauri Dannemiller
Executive Director
Apex Park and Recreation District
13150 W. 72nd Ave.
Arvada, CO 80005

Each Party may designate another employee to be responsible for the day-to-day administration of this Agreement by providing the other party with notice.

8.0 GENERAL TERMS AND CONDITIONS.

- 8.1** 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.
- 8.2** ASSIGNMENT. This Agreement may not be assigned by any Party without the prior written consent of the other Party.
- 8.3** 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.
- 8.4** 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.
- 8.5** 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.
- 8.6** INSURANCE REQUIREMENTS. Apex shall, at its own expense keep, in full force and effect during the term of this Agreement, and during the term of any extension or amendment, insurance reasonably sufficient to insure against the liability assumed by Apex pursuant to this Agreement.
- 8.7** 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.

- 8.8 NO MULTI-YEAR FISCAL OBLIGATION.** Arvada's and Apex'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 Apex'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.
- 8.9 NO SEPARATE ENTITY FORMED.** The Parties agree this Agreement is intended to facilitate cooperation between the Parties, 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.
- 8.10 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 named Parties shall be deemed to be an incidental beneficiary only.
- 8.11 RECORDS ARE PUBLIC.** All applicable records will be made public or released in accordance with the Colorado Open Records Act upon proper request by the public.
- 8.12 SEVERABILITY.** 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.
- 8.13 TERMINATION FOR CONVENIENCE.** Arvada shall have the right to terminate, without cause, the Agreement at any time. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada shall provide Apex with a notice of termination in writing. Upon receipt of such notice of termination, Apex shall provide Arvada with a report of Eligible Expenses it incurred up until the time of termination, not to exceed the total amount contemplated within this Agreement. In the event the Eligible Expenses incurred by Apex at the time of the notice of

termination are less than the total amount contemplated within this Agreement, Apex shall promptly return any unused funds to Arvada.

8.14 VENUE AND CHOICE OF LAW. 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.

8.15 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.

9.0 AGREEMENT EXECUTION.

9.1 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.

9.2 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the most recent signatory.

DATED this _____ day of _____, 2021.

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: _____

APEX PARK AND RECREATION DISTRICT

Ms. Lauri Dannemiller, Executive Director
Apex Park and Recreation District
13150 W. 72nd Ave.
Arvada, CO 80005
Email Address: VickiP@ApexPRD.org
Federal I.D. #: 84-6010335

ATTEST:

By: Liz Tomsula, Secretary/Treasurer
LizT@ApexPRD.org

APPROVED AS TO FORM:

Linda Glesne, Attorney
lglesne@cccfirm.com.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.4.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-062 A Resolution Authorizing an Amendment to an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation for Wadsworth Turn Lanes

Report in Brief

The City Council is requested to authorize the approval of an amendment to the Intergovernmental Agreement (IGA) between the City of Arvada and Colorado Department of Transportation (CDOT) to provide partial reimbursement for construction cost overruns on Wadsworth Turn Lanes (68th to 72nd). To complete construction of this project, as designed, the project required seven change orders. CDOT has agreed to reimburse the City for these overages in accordance with the previously negotiated cost sharing split of 84.25% (CDOT) and 15.75% (Arvada).

The Arvada team recommends that the City Council approve R21-062, A Resolution Authorizing an Amendment to an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation for Wadsworth Turn Lanes.

Financial Impact

There are no costs associated with the recommended action as approval of this IGA will allow reimbursement to the City of up to an additional \$169,968.81 into project number 91802.

Background

Within City of Arvada limits Wadsworth Boulevard is a north/south State Highway that is owned and operated by CDOT. Between 68th Avenue to 72nd Avenue (adjacent to the Arvada Center) excessive vehicular speed and increases braking distance for southbound traffic are seen due to a existing large hill. This existing condition has historically led to an above average amount of rear-ending of vehicles attempting rights off of Wadsworth.

In 2017 the City and CDOT entered into an IGA to design and construct a continuous right turn lane for south bound traffic to mitigate the aforementioned accidents. CDOT completed design in 2019 with the City of Arvada responsible for construction administration of the project. Construction was completed in October of 2020 during which the project required 7 change orders. These change orders were required to remove and replace a significantly shallow storm sewer, lower shallow CDOT Fiber, install an additional retaining wall, revise the planned guardrail, and reimburse the contractor for delays. As CDOT was the engineer of record for the project they agreed that they may share some responsibility in the late discovery of the conditions that lead to these change orders.

This IGA will authorize reimbursement from CDOT to the City for some of the cost overruns experienced as part of these change orders in accordance with the previously negotiated cost sharing split of 84.25% (CDOT) and 15.75% (Arvada).

Discussion

The approval of this IGA will authorize reimbursement from CDOT to the City for some of the cost overruns experienced as part of these change orders in accordance with the previously negotiated cost sharing split of 84.25% (CDOT) and 15.75% (Arvada).

If this IGA is not approved, the cost of said overruns will be absorbed by the City.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

The proposed actions completes a successful capital project associated with our transportation network and therefore aligns with the Infrastructure Priority Area of the City Council Strategic Plan. The recommendation supports the following Principle within the Infrastructure Priority Area:

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

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R21-062, A Resolution Authorizing an Amendment to an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation for Wadsworth Turn Lanes.

Suggested Motion:

I move that R21-062, A Resolution Authorizing an Amendment to an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation for Wadsworth Turn Lanes, be (approved) (rejected).

Prepared by:
Chris Lisberg, Assistant City Engineer

Reviewed by:
Karen Custer, Administrative Assistant 3/22/2021
Hannah Gregory, Legal Administrative Assistant 3/23/2021

Approved by:

Jacqueline Rhoades, Civil Engineer III 3/22/2021
Don Wick, Director of Public Works 3/22/2021
Bryan Archer, Director of Finance 3/22/2021

SUBJECT: R21-062 A Resolution Authorizing an Amendment to an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation for Wadsworth Turn Lanes

PAGE: 3
ITEM: 8.B.4.

Erika Pierce, Litigation Paralegal 3/24/2021

Julie Richards, Senior Assistant City Attorney 3/25/2021

Rachel Morris, City Attorney 3/25/2021

Lorie Gillis, Deputy City Manager 3/25/2021

Mark Deven, City Manager 3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-062

A RESOLUTION AUTHORIZING AN AMENDMENT TO AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND COLORADO
DEPARTMENT OF TRANSPORTATION FOR WADSWORTH TURN LANES

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Amendment to an Intergovernmental Agreement by and between the City of Arvada and Colorado Department of Transportation for Wadsworth Turn Lanes, 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 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Project: (C 1211-082) (19499)
Region: (JH)

(FASTER Grant Construction)

STATE OF COLORADO
Colorado Department of Transportation
FASTER Safety Grant
with
City of Arvada

TABLE OF CONTENTS

1. PARTIES.....	1
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY	1
3. RECITALS.....	2
4. DEFINITIONS	2
5. TERM AND EARLY TERMINATION	3
6. SCOPE OF WORK	3
7. OPTION LETTER MODIFICATION	4
8. PAYMENTS	4
9. REPORTING - NOTIFICATION	6
10. LOCAL AGENCY RECORDS.....	6
11. CONFIDENTIAL INFORMATION-STATE RECORDS	7
12. CONFLICT OF INTEREST	8
13. REPRESENTATIONS AND WARRANTIES	8
14. INSURANCE	9
15. BREACH.....	10
16. REMEDIES.....	10
17. NOTICES AND REPRESENTATIVES.....	12
18. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE	12
19. GOVERNMENTAL IMMUNITY	12
20. STATEWIDE CONTRACT MANAGEMENT SYSTEM	13
21. GENERAL PROVISIONS.....	13
22. COLORADO SPECIAL PROVISIONS	15
23. SIGNATURE PAGE	17
24. EXHIBIT A (Scope of Work)	18
25. EXHIBIT B (FASTER Program Requirements)	19
26. EXHIBIT C (Funding Provisions)	24
27. EXHIBIT D (Grantee Payment Checklist).....	25
28. EXHIBIT E (C-49 CFR 18 Subpart C)	27
29. EXHIBIT F (General Procurement Standards)	29
30. EXHIBIT G (State and Grantee Commitments)	31
31. EXHIBIT H (Sample Option Letter)	34
32. EXHIBIT I (Security Agreement)	36
33. EXHIBIT J (Grants with Professional Subgrantee Services)	37
34. EXHIBIT K (Grantee Contract Administration Checklist)	39

1. PARTIES

This Grant ("Grant") is entered into by and between City of Arvada, 8101 Ralston Road, Arvada, CO 80002-8101, CDOT Vendor # 0002000110 ("Local Agency" or "Grantee"), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Transit and Rail ("State" or "CDOT"). Local Agency and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c) as amended and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §43-4-811(2) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is for CDOT to disperse FASTER Transit Program Funds to Grantee to conduct work within the provisions of this Grant. The work to be completed under this Grant by the Grantee is more specifically described in **Exhibit A** and **Exhibit C**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Work described in **Exhibit A**.

B. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6, §19, and all Exhibits.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work), **Exhibit B** (FASTER Program Requirements), **Exhibit C** (Funding Provisions), **Exhibit D** (Grantee Payment Checklist), **Exhibit E** (49 CFR 18 Subpart C), **Exhibit F** (General Procurement Standards), **Exhibit G** (State and Grantee Commitments), **Exhibit H** (Option Letter), **Exhibit I** (Security Grant), **Exhibit J** (State or Federal-Aid Project Agreements with Professional Subgrantee Services) and **Exhibit K** (Grantee Contract Administration Checklist).

D. Goods

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

E. Grant

"Grant" means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying grants, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

F. Grant Funds

"Grant Funds" means the total of State dollars and Local match dollars, as shown in **Exhibit C** and payable by the State to Grantee pursuant to this Grant.

G. Local Funds

"Local Funds" means funds provided by any city, county or entity (public or private) for performance of the Work, as required by the State to match the State FASTER funds pursuant to this Grant.

H. Manual

"Manual" refers to CDOT's "Local Agency Manual", if applicable.

I. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

J. Project

"Project" means Work identified in Exhibit A.

K. Program

"Program" means the Funding Advancement for Surface Transportation and Economic Recovery (FASTER) Senate Bill 09-108 grant program that provides the funding for this Grant.

L. Review

"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6, §19 and Exhibit A.

M. Services

"Services" means the required services to be performed by Grantee pursuant to this Grant.

N. State Funds

"State Funds" means funds provided by the State for performance of the Work.

O. Subgrantee

"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

P. Work

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit A, including the performance of the Services and delivery of the Goods.

Q. Work Product

"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM AND EARLY TERMINATION

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate five (5) years from the date of the state controller's signature in section 23 unless sooner terminated or completed as demonstrated by final payment and final audit.

B. Notice to Proceed

Grantee shall not commence performance of the Work until the date specified by a written notice to proceed, which may be sent by email or by hardcopy pursuant to §17.

6. SCOPE OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in Exhibit A (Scope of Work). Work performed prior to the Effective Date or after final acceptance shall not be considered part of the Work.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

D. Federal Laws, Rules and Regulations

If the Grant Funds involves federal funding, Grantee understands and agrees that federal laws, rules and regulations will control the Work and its implementation. Unless a written waiver is granted, Grantee

agrees to comply with all required federal laws, rules and regulations applicable to the Work, in addition to all State requirements.

7. OPTION LETTER MODIFICATION

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

A. Option to begin a phase and/or increase or decrease the encumbrance amount.

The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown in **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit H**. If the State exercises this option, the Agreement will be considered to include this option provision.

B. Option to transfer funds from one phase to another phase.

The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit H**. Any transfer of funds from one phase to another is limited to an aggregate maximum of 24.99% of the original dollar amount of either phase affected by a transfer. A bilateral amendment is required for any transfer exceeding 24.99% of the original dollar amount of the phase affected by the increase or decrease.

C. Option to do both Options A and B.

The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit H**.

8. PAYMENTS

The State shall, in accordance with the provisions of this §8, pay Local Agency in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable to the Local Agency under this Grant shall be \$1,621,008.00 (for CDOT accounting purposes, only State FASTER Transit funds of \$1,621,008.00 will be encumbered) unless such amount is increased by an appropriate written modification to this Grant executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Grant, and that such cost is subject to revisions (in accordance with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. The Local Agency shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by the Local Agency previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute.

The Local Agency shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, the Local Agency's compensation beyond the State's current fiscal year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. The State's performance hereunder is also contingent upon the continuing availability of federal funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may terminate this Grant immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to the Local Agency in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by the Local Agency, may be recovered from the Local Agency by deduction from subsequent payments under this Grant or other grants or agreements between the State and the Local Agency or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

i. State FASTER Funds

State FASTER Funds shall be used only for eligible costs identified herein and/or in the Budget. Budget line item adjustments exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Grant. A budget revision of **Exhibit C** will be issued by State with such adjustment. Adjustments in excess of 24.99% for any line item shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

ii. Matching Funds

The matching ratio for the funds for this Work is 84.25% State FASTER funds to 15.75% Required Local Agency funds, it being understood that such ratio applies to the \$1,924,008.00.

The Local Agency shall provide matching funds as provided in **Exhibit C**. The Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Grant by the authorized representatives of the Local Agency and paid into the Local Agency's treasury. The Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Grant by its authorized representatives and paid into its treasury. The Local Agency does not by this Grant irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant is not intended to create a multiple-fiscal year debt of the Local Agency. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

D. Local Funds

The State shall reimburse the Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the State's obligation to reimburse all costs incurred by the Local Agency and submitted to the State for reimbursement hereunder, and the Local Agency shall comply with all such principles. The State shall reimburse the Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Grant and **Exhibit C**. However, any costs incurred by the Local Agency prior to the date of FHWA authorization for the Work and prior to the Effective Date shall not be reimbursed absent specific FHWA and State Controller approval thereof. Costs shall be:

- i. **Reasonable and Necessary**
Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. **Net Cost**
Actual net cost to the Local Agency (i.e. the price paid minus any items of value received by the Local Agency that reduce the cost actually incurred).

9. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §9 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §22, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Local Agency Manual and/or this Grant.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §17 (Notices and Representatives), within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §9.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this §9.C shall constitute a material breach of this Grant.

D. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §9 may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

10. LOCAL AGENCY RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and

communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) for a period of three years following the date of submission to the State of the final expenditure report, or if this Grant is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to the Grant starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

11. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §11 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 *et seq.*

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee

shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. To the extent permitted by law, the Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §11.

12. CONFLICT OF INTEREST

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Such a conflict of interest would arise when a Subrecipient's employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient's receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Subrecipient acknowledges that with respect to this Grant Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations to the State hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant Agreement.

13. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar

requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

14. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §14(B) with respect to Subgrantees that are not "public entities".

B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Subgrantees, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Professional Liability

Professional liability insurance with minimum limits of liability of not less than \$1,000,000 each claim and \$1,000,000 annual aggregate for both the Grantee or any Subgrantee when:

- a) Contract items 625 (Construction Surveying), 629 (Survey Monumentation), or both are included in the Grant
- b) Plans, specifications, and submittals are required to be signed and sealed by the Grantee's or Subgrantee's professional engineer, including but not limited to:
 - (1) Shop drawings and working drawings as described in subsection 105.02 of the CDOT Standards Specification for Road and Bridge Construction Manual which can be found at: www.coloradodot.info/business/designsupport/construction-specifications/2011-Specs/2011-Specs-Bood.pdf
 - (2) Mix designs
 - (3) Contractor performed design work as required by the plans and specifications
 - (4) Approved value engineering change proposals

v. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability Insurance policy (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

vi. Primacy of Coverage

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vii. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §17 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

viii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §14.

15. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §17. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §16. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

16. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §16 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §15(B) provided however, that the State may terminate this Grant pursuant to §16(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding

orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §16(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §17. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §16(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §16(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Request removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

17. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Robert Smith
CDOT Region 1
425B Corporate Circle
Golden, CO 80401
720-497-6961

B. Grantee:

Jamie Vestad
City of Arvada
8101 Ralston Road
Arvada, CO, 80002-8101
720-898-7746

18. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

19. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, *et seq.*, as amended.

20. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §20 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 USC 2671 *et seq.*, as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties:

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The Provision of the main body of this Grant,
- iii. Exhibit A (Scope of Work and Budget),
- iv. Exhibit B (FASTER Program Requirements),
- v. Exhibit C (Funding Provisions),
- vi. Any executed Option Letter, and
- vii. Other Exhibits in descending order of their attachment.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 *et seq.* Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq.*

22. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1)

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions,

Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4

[Not applicable to intergovernmental agreements]

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

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23. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.

GRANTEE City of Arvada By: <u>Bob Fifer</u> Print Name of Authorized Individual Title: <u>Mayor Pro Tem</u> Print Title of Authorized Individual <u>[Signature]</u> *Signature Date: <u>5/15/17</u>	STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Transportation Shailen P. Bhatt – Executive Director <u>[Signature]</u> <u>FOR J. Laipply</u> By: Joshua Laipply, P.E., Chief Engineer Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules Date: <u>5-31-17</u>
2nd Grantee Signature if Needed By: <u>Ken R. Betzing</u> Print Name of Authorized Individual Title: <u>Senior Asst City Attorney</u> Print Title of Authorized Individual <u>[Signature]</u> *Signature Date: <u>5/15/17</u>	LEGAL REVIEW Cynthia H. Coffman, Attorney General By: <u>N/A</u> Signature – Assistant Attorney General Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: <u>[Signature]</u> Colorado Department of Transportation Date: <u>06/08/17</u>
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24. EXHIBIT A (Scope of Work)



PROJECT LOCATION
Arvada, CO (Jefferson County)
SH 121: W. 68th Ave to W. 72nd Ave.
Right-Turn Lane Extension

SCOPE OF WORK:

W. 72nd Avenue at Wadsworth Blvd is a 4 lane arterial. Wadsworth Blvd at W. 72nd Ave is a 6 lane arterial, with a 15' painted median. The intersection of W. 72nd Ave and Wadsworth Blvd is located at the top of a sharp crest vertical curve, which greatly reduces the vertical sight distances for North and South bound Wadsworth traffic as they crest over W. 72nd Ave. Furthermore, turning traffic from East and West bound W. 72nd Ave turning onto both North and South bound Wadsworth Blvd. have extremely short acceleration lanes, making merging onto Wadsworth Blvd. substandard. Also in the area are several RTD bus stops that stop traffic in the right lane (both North and South bound Wadsworth Blvd).

This project will add an additional dedicated right turn/acceleration lane for traffic turning from West bound 72nd onto North bound Wadsworth Blvd. This project will also add an additional dedicated right turn/acceleration lane for traffic turning from East bound 72nd Ave to South bound Wadsworth Blvd. The North bound acceleration lane will extend from 72nd Ave to the existing right turn lane for East bound 74th Ave. The South bound acceleration lane will extend from 72nd Ave to the existing right turn lane for West bound 68th Ave.

The project will also include replacing all curb and gutter, moving and resetting all signs and streetlights, as well as relocating the sidewalk where necessary. There will also be a retaining wall built at the Southwest corner of W. 72nd Ave and Wadsworth Blvd to accommodate the widened roadway.

25. EXHIBIT B (FASTER Program Requirements)

FASTER Program Requirements

1. PROJECT PAYMENT PROVISIONS

- A. The State will reimburse the Grantee for incurred costs relative to the Project following the State's review and approval of such charges, subject to the terms and conditions of this Grant. Provided, however, that charges incurred by the Grantee prior to the Effective Date of this Grant will not be charged by the Grantee to the Project, and will not be reimbursed by the State.
- B. The State will reimburse the Grantee's reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum total of this Grant. The applicable principles described in Exhibit D shall govern the allowability and allocability of costs under this Grant. The Grantee shall comply with all such principles. To be eligible for reimbursement, costs by the Grantee shall be:
 - i. in accordance with the provisions, terms and conditions of this Grant;
 - ii. necessary for the accomplishment of the Work;
 - iii. reasonable in the amount for the Goods and Services provided;
 - iv. actual net cost to the Grantee (i.e. the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
 - v. incurred for Work performed after the Effective Date of this Grant; and
 - vi. satisfactorily documented.

Examples of ineligible costs include:

- i. Staff or administrative overhead costs of the Grantee, unless specifically allowed for in the Scope of Work;
 - ii. Fines and penalties; and
 - iii. Entertainment expenses.
- C. The Grantee shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and principles (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that Grant Funds are expended and costs accounted for in a manner consistent with this Grant and Project objectives:
 - i. All allowable costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, grants or vouchers evidencing in detail the nature of the charges.
 - ii. Any check or order drawn up by the Grantee, including any item which is or will be chargeable against the Project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Grantee, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, grants, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- D. The Grantee will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the Project. The Grantee's invoices shall include a description of the amounts of Services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State.
- E. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this Grant must be received by the State within 60 days after termination of this Grant.
 - i. Payments pursuant to this Grant shall be made in whole or in part, from available funds, encumbered for the purchase of the described services. If this Grant is terminated, final payment to the Grantee may be withheld at the discretion of the State until completion of final audit.

2. STATE AND GRANTEE COMMITMENTS

CDOT and the Grantee also agree to ensure the Project is completed within the applicable design and construction standards in accordance with **Exhibit G – State and Grantee Commitments**.

3. PROCUREMENT STANDARDS

The Grantee agrees to carry out its procurements consistent with the general procurement standards of the State. The Grantee agrees to follow the general procurement standards set forth in **Exhibit F**.

4. CONFORMANCE WITH LAW

The Grantee and its agent(s) will adhere to all applicable state and federal laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Further, the Grantee agrees to comply with the intent and requirements of the National Environmental Policy Act (NEPA) regardless of whether or not there is federal funding involved, as is consistent with CDOT's Environmental Stewardship Guide.

5. NON DISCRIMINATION

The Grantee agrees to comply with and ensure any Sub grantees comply with, the requirements of:

- A. The American with Disabilities Act, Title II, and its implementing regulations--28 CFR Part 35, and 49 CFR parts 27, 37 and 38; and
- B. The Civil Rights Act of 1964, Titles VI and VII, and their implementing regulations.

6. STATE INTEREST This section applies if box checked ☒

The Grantee understands and agrees that the State retains a State interest in any real property, or equipment financed with State assistance (Project property) until, and to the extent that the State relinquishes its State interest in that Project property, as described in **Exhibit A**. All State interests in real property or equipment shall survive termination, expiration or cancellation of this Grant. With respect to any Project property financed with State assistance under this Grant, the Grantee agrees to comply with the following:

- A. **Use of Project Property.** The Grantee agrees to use Project property for appropriate Project purposes for the duration of the useful life of that property, as required by the State and set forth in the scope. Should the Grantee unreasonably delay or fail to use Project property during the useful life of that property, the Grantee agrees that it may be required to return the entire amount of the State assistance expended on that property. The Grantee further agrees to notify the State immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Grantee has made to CDOT.
- B. **Maintenance.** The Grantee agrees to maintain Project property in good operating order to the State's satisfaction.
- C. **Records.** The Grantee agrees to keep satisfactory records pertaining to the use of Project property, and submit to the State upon request such information as may be required to assure compliance with this Section.
- D. **Encumbrance of Project Property.** The Grantee agrees to maintain satisfactory continuing control of Project property as follows:
 - i. **Written Transactions.** The Grantee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party grant, subgrant, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.
 - ii. **Oral Transactions.** The Grantee agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - iii. **Other Actions.** The Grantee agrees that it will not take any action adversely affecting the State interest in or impair the Grantee's continuing control of the use of Project property.
- E. **Transfer of Project Property.** The Grantee understands and agrees as follows:
 - i. **Grantee Request.** The Grantee may transfer any Project property financed with State assistance to another public body or private nonprofit entity to be used for the same purpose set forth herein with no further obligation to the State Government, provided the transfer is approved by the State in writing.
 - ii. **State Government Direction.** The Grantee agrees that the State may direct the disposition of, and even require the Grantee to transfer, title to any Project property financed with State assistance under this Grant if it is found that the Project property is not being used for the intended purpose as stated in the Scope of Work.
 - iii. **Leasing Project Property to Another Party.** If the Grantee leases any Project property to another

party, the Grantee agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Grantee and lessee, or another similar document, consistent with the Project purpose set forth herein. Upon request by the State, the Grantee agrees to provide a copy of any relevant documents.

F. Disposition of Project Property. The Grantee agrees that the State may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

- i. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Grantee agrees as follows:
 - a). Notification Requirement. The Grantee agrees to notify the State immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - b). Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Grantee agrees that the State retains a State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the State interest in the Project property shall be determined by the ratio of the State assistance awarded for the property to the actual cost of the property. The Grantee agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
 - (1) Equipment. The Grantee agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment as established or approved by the State. The fair market value of Project equipment shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.
 - (2) Real Property. The Grantee agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the State, or by straight line depreciation, whichever is greater.
 - (3) Exceptional Circumstances. The Grantee agrees that the State may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Grantee may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the State may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation of Project property withdrawn from appropriate use.
 - c). Financial Obligations to the State. The Grantee agrees to remit to the State the State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Grantee may fulfill its obligations to remit the State interest by either:
 - (1) Investing an amount equal to the remaining State interest in like-kind property that is eligible for assistance within the scope of the Project that provided State assistance for the Project property prematurely withdrawn from use; or
 - (2) Returning to the State an amount equal to the remaining State interest in the withdrawn Project property.

G. State Interest-Project. The State shall protect its interest in the equipment being obtained with Grant Funds.

H. Insurance Proceeds. If the Grantee receives insurance proceeds as a result of damage or destruction to the Project property, the Grantee agrees to:

- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- ii. Return to the State an amount equal to the remaining State interest, based on straight line

depreciation, in the damaged or destroyed Project property.

- I. **Misused or Damaged Project Property.** If any damage to Project property results from abuse or misuse occurring with the Grantee's knowledge and consent, the Grantee agrees to restore the Project property to its original condition or refund the value of the State interest, based on straight line depreciation, in that property, as the State may require.
- J. **Responsibilities After Project Closeout.** The Grantee agrees that Project closeout by the State will not change the Grantee's Project property management responsibilities as stated in this Section of the Grant.

7. **RAILROADS** This section applies if box checked ☐

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Grantee shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Grantee shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning State or Federal-aid projects involving railroad facilities, including:

- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B. Obtaining the railroad's detailed estimate of the cost of the Work.
- C. Establishing future maintenance responsibilities for the proposed installation.
- D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

8. **UTILITIES, ACCESS, RIGHT OF WAY** This section applies if box checked ☐

- A. **Utilities.** ☐ If necessary, the Grantee will be responsible for obtaining the proper clearance or approval from any utility company, local, State, or federal government agency, or other entity which may become involved in this Project. CDOT will reasonably assist Grantee in this regard in all cases in which CDOT is in a unique position to do so, provided that in no case will CDOT be required to expend State funds to provide such assistance. Prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all such clearances have been obtained.
- B. **Access.** ☐ The Grantee shall be responsible for obtaining an access permit from CDOT Region offices. The Grantee shall be responsible for obtaining a use and occupancy permit from the State. Prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all such clearances have been obtained.
- C. **Right of Way.** ☐ The parties acknowledge that the Project is for the mutual benefit of the Grantee and CDOT, and that it shall be constructed on State right of way. As a result of the Project being constructed on State right of way, the Grantee shall be responsible for obtaining an approved Interchange Approval consistent with CDOT Policy Directive 1601. The Grantee shall also be responsible for executing a grant with CDOT that addresses how construction oversight shall be coordinated and carried out.

If the Project includes right of way, prior to this Project being advertised for bids, the Grantee will certify in writing to the State that all right of way has been acquired in accordance with the applicable State and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the Uniform Act government-wide regulation-, the FHWA "Project Development Guide" and CDOT's "Right of Way Operations Manual".

Allocation of responsibilities can be as follows:

- i. Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of

- right of way – 3114 charges);
- ii. Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- iii. No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Grantee's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Operation Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

9. DISADVANTAGE BUSINESS ENTERPRISE ("DBE") EFFORTS

The State encourages the Grantee to utilize small businesses owned by minorities, women and disadvantaged individuals to the greatest extent possible without sacrificing adequate competition. The Grantee is reminded of the illegality of discrimination and of the need to take all necessary and reasonable steps to ensure non-discrimination in the area of contracting and procurement and to create a level playing field where small minority, women, and disadvantaged businesses can compete fairly in CDOT assisted contracts and procurements. This policy specifically upholds the Transportation Commission's commitment to fair and equitable business practices and is supported by CDOT's small business development programs.

The CDOT Center for Equal Opportunity (EO) can provide lists of qualified DBE/MBE/WBE vendors as well as other technical assistance. Inquiries can be directed to the Director of Center for Equal Opportunity or Business Team Supervisor at 303-757-9234.

10. MAINTENANCE OBLIGATIONS This section applies if box checked ☐

The Grantee will maintain and operate the improvements constructed under this Grant at its own cost and expense during their useful life, in a manner reasonably satisfactory to the State. The Grantee will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Grantee's obligations to maintain such improvements. The State may make periodic inspections of the Project to verify that such improvements are being adequately maintained.

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26. EXHIBIT C (Funding Provisions)

FUNDING PROVISIONS

Cost of Work Estimate

The estimated total cost of the Work is \$1,924,008.00 which is to be funded as follows:

1 TOTAL PROJECT FUNDS			
a. State Funds (FY 2017 FASTER Transit @ 84.25%)			\$1,621,008.00
b. <i>Required Local Agency Funding</i> (FY 2017 @ 15.75%)			\$303,000.00
TOTAL PROJECT FUNDS			\$1,924,008.00
2 ESTIMATED PAYMENT TO LOCAL AGENCY			
a. State Budgeted Funds (1a)			\$1,621,008.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			\$1,621,008.00
3 FOR CDOT ENCUMBRANCE PURPOSES			
a. State Funds Budgeted (1a)			\$1,621,008.00
b. Required Local Agency Funding			(\$303,000.00)
c. Less ROW Acquisition 3111 and/or ROW Relocation 3109			(\$0.00)
<i>Estimated Total Encumbrance:</i>			\$1,621,008.00
<i>NOTE: \$0.00 is currently available for the work. Only State FASTER Funds will be encumbered in the future by a unilateral Option Letter of formal Amendment when they are authorized.</i>			
WBS Element 19499.20.10	CONST	3301	\$0.00

27. EXHIBIT D (Grantee Payment Checklist)

GRANTEE PAYMENT CHECKLIST

This checklist is to assist the Grantee in preparation of its billing packets to CDOT. This checklist is provided as guidance and is subject to change by CDOT. CDOT shall provide notice of any such changes to Grantee. All items may not apply to your particular entity. CDOT's goal is to reimburse Grantees as quickly as possible and a well organized and complete billing packet helps to expedite payment.

☐ **Invoice from local entity (Tier I and some Tier IIs)**

- ✓ Project and Project Code
- ✓ Project Location
- ✓ Invoice number and billing date
- ✓ Previous Billed, Current Billing, and Billed to date
- ✓ Local Agency costs
- ✓ Consultant or Sub-grantee costs
- ✓ Federal portion
- ✓ Local portion
- ✓ Net payment due
- ✓ Signature of local entity representative

☐ **Copies of invoices from local agency contractors (Tier I and some Tier IIs)**

- ✓ The specific document the contractor used to invoice the local agencies. The local agency is responsible for ensuring that the backup matches the invoice and is eligible for reimbursement.
- ✓ If the local agency pays the contractor a discounted amount, the full amount cannot be reimbursed to the local agency, only the discounted amount, less the local agency match.
- ✓ Please ensure that all payment vouchers from the local agencies state "ok to pay" or some notation of when paid or approved by, etc.
- ✓ Invoice(s) should match check amounts.
- ✓ A CDOT employee knowledgeable about the work being invoiced has to approve the local agency invoices in order for CDOT to make payments; the invoice must be paid within 45 days of receipt according to state statute.
- ✓ Statements are not acceptable in lieu of an invoice.

☐ **Copies of checks (All Tiers)**

- ✓ All of the following are acceptable - copies of checks, check registers, approved accounting system generated expenditure ledgers showing the amount paid, the check number or electronic funds transfer ("EFT") and the date paid.
- ✓ CDOT needs to ensure that expenditures incurred by the Grantee have been paid by the Grantee before CDOT is invoiced by the Grantee.

☐ **Expenditure ledger (All Tiers)**

- ✓ An expenditure ledger needs to be submitted from the Grantee's financial accounting system. The report should display the accounting system information, date of the report, accounting period, current period transactions, and the account coding for all incurred expenditures. Excel spreadsheets are not approved expenditure reports. However, an additional excel spreadsheet may be required in order to explain any variances between the expenditure and the amount eligible for reimbursement.
- ✓ CFR 49 part 18 Section 18.20 Standards for Financial Management Systems, requires the Grantee to have approved accounting systems so this should not be difficult to generate by cost center specific to the reimbursable Project. The expenditure report is a good summary page if there is substantial documentation.
- ✓ If the Grantee has copies of the invoice(s) and check(s), you do not need the expenditure ledger also, but the invoices must be marked as approved for payment.

☐ **Timesheets (Tier I and some Tier IIs)**

- ✓ DOT requires all employees working on projects to provide time sheets with a breakdown of hours worked by day displaying all projects worked for the day, week, month or time collection period. The timesheet must also be signed or approved either in ink or electronically.
- ✓ Backup documentation for payroll expenses includes the timesheet and an hourly or salary rate or a payroll ledger indicating total hours, wages, and benefits. The rate only needs to be submitted once and will be referred to for future invoices.
- ✓ If there is sensitive information such as social security numbers or addresses, please block that information.
- ✓ If the local agency uses a temp agency and submits the invoice from the temp agency for reimbursement, CDOT needs the same documentation the agency would use for approval before the local agency paid the temp agency.
- ✓ If the local agency used a quarterly or semester based system of timekeeping, the local agency cannot bill monthly for payroll expenses (this is especially true for colleges and universities). The local agency needs the backup from the timekeeping system and payroll records which would allow the local agency to bill quarterly or by semester.

☐ **In kind match – If an entity wishes to use in-kind match, it must be approved by CDOT prior to any work taking place. (All Tiers)**

- ✓ If an in kind match is being used for the local match the in-kind portion of the project must be included in project application and scope of work attached to the contract or purchase order. FTA does not require pre-approval of in kind, but CDOT does.
- ✓ Expenditure ledger from the local agency must also show the in kind match in their general ledger. CDOT needs a copy of this general ledger showing the in kind match.
- ✓ If the local agency is using in kind match on invoices to CDOT, they need to attach a drawdown page indicating how much in-kind match has been used.
- ✓ Full documentation will be required on the use of in-kind match, regardless of the Tier held by the grantee.

☐ **Indirect costs (All Tiers)**

- ✓ If indirect costs are being requested, please submit an approved indirect letter provided by either CDOT or Colorado Department. The letter must state what indirect costs are allowed and at what percentage. The indirect letter only needs to be submitted once and will be retained on file for future invoices. The indirect cost plan must be reconciled annually and an updated letter submitted each year.

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**28. EXHIBIT E (C-49 CFR 18 Subpart C)
49 CFR 18 Subpart C**

This **Exhibit D** includes select applicable provisions as they exist or as of the Effective Date. Grantee is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended.

Financial Administration

Sec. 18.20 Standards for financial management systems.

- (a) A State must expend and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its subgrantees and cost-type contractors, must be sufficient to-
 - (1) Permit preparation of reports required by this part and the statutes authorizing the grant, and
 - (2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.
- (b) The financial management systems of other grantees and subgrantees must meet the following standards:
 - (1) Financial reporting. Accurate, current, and complete disclosure of the financial results of financially-assisted activities must be made in accordance with the financial reporting requirements of the grant or subgrant.
 - (2) Accounting records. Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
 - (3) Internal control. Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property, and other assets. Grantees and subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
 - (4) Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant or subgrant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or subgrant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
 - (5) Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.
 - (6) Source documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.

Sec. 18.22 Allowable costs.

- (a) Limitation on use of funds. Grant funds may be used only for:
 - (1) The allowable costs of the grantees, subgrantees and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and
 - (2) Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the grantee or subgrantee.
- (b) Applicable cost principles. For each kind of organization, there is a set of federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The following chart lists the kinds of organizations and the applicable cost principles.

For the costs of a

Use the principles in--

State, local or Indian tribal government.

OMB Circular A-87.

Private nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A122 as not subject to that circular.

OMB Circular A-122.

Educational institutions.

OMB Circular A-21.

For-profit organization other than a hospital and an organization named in OMB Circular A122 as not subject to that circular.

48 CFR part 31. Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

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29. EXHIBIT F (General Procurement Standards)

General Procurement Standards

This Exhibit F includes select applicable provisions as they exist or as of the Effective Date. Grantee is responsible for compliance with all State and federal laws, rules and regulations as they currently exist and may hereafter be amended.

General Procurement Standards

1. Maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order.
2. Maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.
3. Maintain procedures that provide for the review of proposed procurements to avoid purchase of unnecessary or duplicative items.
4. Use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
5. Make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. Maintain records sufficient to detail the significant history of the procurement. Including:
 - a. Rationale for the method of procurement;
 - b. Selection of contract type;
 - c. Contractor selection or rejection;
 - d. Basis for the contract price; and
 - e. Other.
7. Maintain protest procedures to handle and resolve disputes relating to procurements.
8. All procurement transactions shall be conducted in a manner providing full and open competition.
9. Maintain written selection procedures for procurement transactions.
10. Ensure that all pre-qualified list of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
11. Method of procurements to be followed:
 - a. Small Purchase – is a relatively simple and informal procurement method for securing services, supplies, or other property that do not cost more than \$150,000.00. If small purchase procedures are used, price or rate quotation shall be obtained from at least three sources. Quotations will be in writing if for goods in excess of \$10,000 and if for services in excess of \$25,000.00.
 - b. Formal Sealed Bids –are publicly solicited and a firm-fixed-prices (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. This method is preferred for procuring construction. If this method is used, the following requirements apply:
 - i. Must be publicly advertised;
 - ii. Must give at least 14 days for bidders to respond;
 - iii. Must include any specifications and pertinent attachments to all bidders to respond properly;
 - iv. All bids will be publicly opened at the time and place prescribed in the invitation for bid;

- v. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder; and
 - vi. Any or all bids may be rejected if there is a sound documented reason.
 - c. Competitive Proposals – are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - i. Request for proposals will be publicized;
 - ii. Identify all evaluation factors and their relative importance;
 - iii. Proposals will be solicited from an adequate number of qualified sources;
 - iv. Have a method for conducting technical evaluation of the proposals received and for selecting awardees;
 - v. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - vi. May be used for qualifications-based procurement of architectural/engineering professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected. Note – the method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms. See also **Exhibit I** for procurement of A/E professional services.
 - d. Noncompetitive Proposals - may be used only when the award of a contract is infeasible under the other three methods and the following circumstances apply:
 - i. The item is available only from a single source;
 - ii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - iii. The awarding agency authorizes noncompetitive proposals; or
 - iv. After solicitation of a number of sources, competition is determined inadequate.
12. Small, Minority and Women owned business enterprise and labor surplus area firms – In accordance with **Exhibit B**, Section 9 take affirmative steps to assure that minority and women business enterprises, and labor surplus area firms are used when possible.
- a. Placing qualified firms on solicitation lists;
 - b. Assuring that firms are solicited whenever they are potential sources;
 - c. Dividing total quantities to permit maximum participation;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by S/M/W owned firms; and
 - e. Using the services of the Small Business Administration, Minority Business Development Agency of the Department of Commerce, the CDOT EO office or other agencies that qualify S/M/W owned firms.
13. Bonding requirements – For construction or facility improvement contracts or subcontracts exceeding \$100,000.00.

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30. EXHIBIT G (State and Grantee Commitments)
State and Grantee Commitments

A. Design – This section applies if box checked: ☐

1. Work including preliminary design or final design (the “Construction Plans”), design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), requires that the Grantee comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work;
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT;
 - c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Grantee specifications if approved by CDOT;
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction Work and to protect the traveling public;
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer;
 - f. provide final assembly of Plans and Grant documents;
 - g. be responsible for the Plans being accurate and complete; and
 - h. make no further changes in the Plans following the award of the construction contract except in writing approved by all the Parties. The Plans shall be considered final when approved and accepted by the Parties hereto, and when final they shall be deemed incorporated herein.
2. Grantee:
 - a. shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”;
 - b. (If applicable) shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. may enter into a contract with a Subgrantee to do all or any portion of the Plans and/or of construction administration. Provided, however, that if State funds are involved in the cost of such work to be done by a Subgrantee, that Subgrantee subgrant (and the performance/provision of the Plans under the subgrant) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State, including those in this Grant. If the Grantee does enter into a subgrant with a Subgrantee for the Work:
 - (1) Grantee shall submit a certification that procurement of any design Subgrantee subgrant complied with the requirements of 23 CFR 172.5(1) prior to entering into subgrant. The State shall either approve or deny such procurement. If denied, the Grantee may not enter into the subgrant.
 - (2) Grantee shall ensure that all changes in the Subgrantee subgrant have prior approval by the State. Such changes in the subgrant shall be by written supplement grant. As soon as the subgrant with the Subgrantee has been awarded by the Grantee, one copy of the executed subgrant shall be submitted to the State. Any amendments to such subgrant shall also be submitted.
 - (3) it shall require that all Subgrantee billings under that subgrant shall comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its Subgrantee) shall use the CDOT procedures described to administer that design Subgrantee subgrant, to comply with 23 CFR 172.5(b) and (d).
 - (5) it may expedite any CDOT approval of its procurement process and/or Subgrantee subgrant by submitting a letter to CDOT from the certifying Grantee’s attorney/authorized representative certifying compliance with 23 CFR 172.5(b) and (d).
 - (6) it shall ensure that its Subgrantee subgrant complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

- (a) "The design work under this Grant shall be compatible with the requirements of the Grant between the Grantee and the State (which is incorporated herein by this reference) for the design/construction of the Project. The State is an intended third party beneficiary of this subgrant for that purpose."
- (b) "Upon advertisement of the Project work for construction, the Subgrantee shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the Project."
- (c) "The Subgrantee shall review the construction Subgrantee's shop drawings for conformance with the subgrant documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
- d. The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Grantee to make changes therein that the State determines are necessary to ensure compliance with State and federal requirements.

B. Construction – This section applies if box checked: ☒

- 1. Work including construction requires that, the Grantee perform the construction and construction administration in accordance with the approved Plans and CDOT oversight. Such administration shall include Project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of grant payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for Grant modification orders and minor subgrant revisions; processing Subgrantee claims; construction supervision; and meeting the Quality Control requirements of CDOT which can be found in the FHWA and CDOT Stewardship agreement located at:
<http://www.coloradodot.info/business/permits/accesspermits/references/stewardship-agreement.pdf>.
- 2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Grantee, due to the failure of the Grantee or its Subgrantee to correct Project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- 3. Grantee:
 - a. shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Grantee Project Engineer ("LAPE"), to perform that administration. The LAPE shall administer the Project in accordance with this Grant, the requirements of the construction subgrant and applicable State procedures.
 - b. if bids are to be let for the construction of the Project, it shall advertise the call for bids upon approval by the State and award the construction subgrant(s) to the low responsible bidder(s) upon approval by the State.
 - (1) In advertising and awarding the bid for the construction, the Grantee shall comply with applicable requirements of 23 USC §112, 23 CFR Parts 633 and 635, and CRS §24-92-101 et seq. Those requirements include, without limitation, that the Grantee/Subgrantee shall comply with terms and conditions as required by 23 CFR §633.102(e).
 - (2) The Grantee has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Grantee must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (3) By indicating its concurrence in such award, the Grantee, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this Project if no additional State funds will be made available for the Project. This paragraph also applies to Projects advertised and awarded by the State.
 - c. If all or part of the construction Work is to be accomplished by Grantee personnel (i.e. by force account), rather than by a competitive bidding process, the Grantee will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR Part 635, Subpart B, Force Account Construction.

- (1) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Grantee, the State and FHWA (if needed) in advance of the Work, as provided for in 23 CFR §635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
- (2) An alternative to the above is that the Grantee may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
- (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction §109.04.
- (4) All force account work shall have prior approval of the State and/or FHWA (if needed) and shall not be initiated until the State has issued a written notice to proceed.

C. State's Obligations

1. The State will perform a final Project inspection prior to Project acceptance as a "Quality Control/Assurance" activity. When all Work has been satisfactorily completed, the State will sign the CDOT Form 1212 (for FHWA), if applicable.
2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Grantee within the Work of this Grant.

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31. EXHIBIT H (Sample Option Letter)

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below

AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing # Option Letter SAP #
Original Contract CMS #		Original Contract SAP #	

Vendor name: _____

SUBJECT:

- A. Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts(a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- B. Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- C. Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

REQUIRED PROVISIONS:

Option A (*Insert the following language for use with the Option A*):

In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*)is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labled as follows: C-2, C-3, C-4, etc.*).

Option B (*Insert the following language for use with Option B*):

In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be made using an formal amendment*).

Option C (*Insert the following language for use with Option C*):

In accordance with the terms of the original Agreement (*insert CMS routing # of original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part

of the original Agreement and replaces **Exhibit C**. *(The following is a NOTE only so please delete when using this option: future changes for this option for **Exhibit C** shall be labeled as follows: C-2, C-3, C-4, etc.; and no more than 24.99% of any phase may be moved using this option letter. A transfer greater than 24.99% must be made using an formal amendment).*

(The following language must be included on ALL options):

The total encumbrance as a result of this option and all previous options and/or amendments is now *(insert total encumbrance amount)*, as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: *(indicate total budgeted funds)* as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

John W. Hickenlooper, Governor

By: _____ Date: _____
Shailen P. Bhatt, Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

Form Updated: December 19, 2012

32. EXHIBIT I (Security Agreement)

SECURITY AGREEMENT (IF APPLICABLE)

This Security Agreement is made by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL, ("State") and City of Arvada, ("Grantee").

A. Purpose. This Security Agreement is made for the purpose of securing the State interest in transit vehicles or other project equipment ("Project Equipment") purchased with State grant funds awarded to the Grantee pursuant to the Grant Agreement between the State and Grantee dated this ____ day of _____, 20____ and identified as contract # ("Grant").

The security interest granted to the State herein is to ensure that the State may access, protect and, if necessary, dispose of the federal interest in each item of Project Equipment and to ensure the proper use of the Project Equipment. The Grantee shall have no right in the State interest in such Project Equipment.

B. Project Equipment. Not later than three days after the purchase and acceptance of Project Equipment, the Grantee shall complete and return to the State a "Certificate of Procurement and Acceptance" form, which then becomes Addendum I to this Security Agreement. In the case of vehicle procurement, this certificate must indicate the year, make, model, VIN, and any other information needed to register the vehicle.

C. Security Interest. In consideration of the value provided to the Grantee under the Grant, the Grantee hereby gives and grants to the State a security interest in the Project Equipment described in Addendum I and /or described below as follows:

MAKE/MODEL/VIN or description of equipment: _____.

This security interest shall apply to the Project Equipment acquired pursuant to the Grant whether purchased before or after the date this Security Agreement is executed. The Grantee hereby authorizes the State to describe in the space above the Project Equipment subject to this Security Agreement.

D. Lien. The State may place a lien on the title of each Project Equipment vehicle based upon this Security Agreement. The State shall retain physical possession of the titles of such Project Equipment vehicles and the Grantee agrees that the State shall be considered "in possession" of such vehicles for the purpose of any document required by State law to repossess such vehicles if necessary.

E. Disposition of Equipment. In addition to the security interest granted herein, the Grantee agrees to and acknowledges the right of the State to remove all Project Equipment from the Grantee's premises and to take possession of any of the Project Equipment, if the Grantee fails to satisfactorily perform the Project services as detailed in the Grant, or if the State determines for any other reason, including but not limited to termination of the Grant, that the disposition of the State interest in such Project Equipment is in the best interest of the State. The Grantee agrees that it will in no way oppose the State's exercise of such right and that it will assist the State to obtain possession and to remove such vehicles.

F. Assignment. The Grantee agrees not to assert against any assignee of the State any defenses or claims the Grantee may have against the State.

Grantee hereby executes this Security Agreement as of the date below:

ATTEST: _____ FOR THE GRANTEE By: _____

Print Name: _____

Date: _____ Title: _____

33. EXHIBIT J (Grants with Professional Subgrantee Services)

State or Federal-Aid Project Agreements with Professional Subgrantee Services

The Grantee shall use these procedures to implement State or Federal-aid project agreements with professional Sub grantee services including, but not limited to engineering, design, or architectural services.

23 CFR Part 172 applies to a federally funded Grantee project agreement administered by CDOT that involves professional Sub grantee services. 23 CFR § 172.1 states "The policies and procedures involve federally funded grants for engineering and design related services for projects subject to the provisions of 23 USC § 112(a) and are issued to ensure that a qualified Subgrantee is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR § 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional Subgrantee services under a federally funded Subgrantee subgrant administered by CDOT.

Preference of Colorado Labor

Grantee certifies, warrants, and agrees that it has knowledge of the "Keep Jobs in Colorado Act of 2013" codified at Sections 8-17-101, et seq., of the Colorado Revised Statutes and accompanying rules, 7 CCR 1103-6, and that Colorado labor shall be employed to perform at least eighty percent (80%) of the Work.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Subgrantee Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR Part 172 and Colorado Revised Statute CRS § 24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR Part 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Grantee must follow in obtaining professional Subgrantee services. This guidance follows the format of 23 CFR Part 172. The steps are:

1. The contracting Grantee shall document the need for obtaining professional services.
2. Prior to solicitation for Subgrantee services, the contracting Grantee shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in CRS § 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for grants in conformity with the requirements of CRS § 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for Subgrantee services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of ten percent (10%) for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the Subgrantee should be done in accordance with CRS § 24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime Subgrantee and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the project,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the Subgrantee's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority Subgrantees.
6. Once a Subgrantee is selected, the Grantee enters into negotiations with the Subgrantee to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for grants expected to be greater than \$50,000. Federal reimbursement for costs are limited to those costs allowable under the cost principles of 48 CFR Part 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six (6) to fifteen (15) percent of the total direct and indirect costs.
 7. A qualified Grantee employee shall be responsible and in charge of the project to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the Grant. At the end of project, the Grantee prepares a performance evaluation (a CDOT form is available) on the Subgrantee.
 8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR §18.42, which provide for records to be kept at least three (3) years from the date that the Grantee submits its final expenditure report. Records of projects under litigation shall be kept at least three (3) years after the case has been settled.

The CRS §§24-30-1401 through 1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the eight (8) steps just discussed.

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34. EXHIBIT K (Grantee Contract Administration Checklist)
Grantee Contract Administration Checklist

The following checklist has been developed to ensure that all required aspects of a project approved for federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for federal funding in the Statewide Transportation Improvement Program, CDOT Project Manager, Grantee Project Manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual Grant. CDOT will not process a Grant without this completed checklist. It will be reviewed at the "Final Office Review" meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION GRANTEE CONTRACT ADMINISTRATION CHECKLIST			
Project No. C 1211-082	STIP No. SR 17002	Project Code 19499	Region 01
Project Location SH 122 (Wadsworth Blvd): 68 th and 72 nd		Date 7/25/2016	
Project Description Extend southbound auxiliary/right-turn lane between 68 th and 72 nd .			
Grantee City of Arvada		Grantee Project Manager Jamie Vestad, P.E.	
CDOT Resident Engineer Jana Spiker		CDOT Project Manager Steven Bokros	
INSTRUCTIONS: This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this Grant. The checklist becomes an attachment to the Grant. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i>. The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Grantee is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve. Tasks that will be performed by headquarters staff will be indicated. The regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Grantee Project Manager, and submitted to the CDOT Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Grantee Project Manager, will prepare and distribute a revised checklist.			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 –State or Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	X
5.2	Prepare Grantee/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement	N/A	N/A
5.4	Conduct Design Scoping Review Meeting		X
5.5	Conduct Public Involvement	X	X
5.6	Conduct Field Inspection Review (FIR)		X
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)		X
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	X
5.9	Obtain Utility and Railroad Agreements		X
5.10	Conduct Final Office Review (FOR)		X
5.11	Justify Force Account Work by the Grantee	N/A	N/A
5.12	Justify Proprietary, Sole Source, or Grantee Furnished Items	X	X
5.13	Document Design Exceptions - CDOT Form 464		X
5.14	Prepare Plans, Specifications and Construction Cost Estimates		X
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6.2	Determine Applicability of Davis-Bacon Act This project ☒ is ☐ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) <u>Jana Spiker</u> <u>7/25/2016</u> CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances:	X	X
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	X
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety	X	
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey		
	1. Construction staking	X	
	2. Monumentation	X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	X	
	Concrete Pavement Pre-Paving (Agenda is in CDOT Construction Manual)	X	
	HMA Pre-Paving (Agenda is in CDOT Construction Manual)	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision."		
	Jamie Vestad 720-898-7746 Grantee Professional Engineer or Phone number CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
8.6	Approve Shop Drawings	X	X
8.7	Perform Traffic Control Inspections	X	X
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
	Provide the name and phone number of the person authorized for this task. Jamie Vestad 720-898-7746 Grantee Representative Phone number		
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare Grantee Reimbursement Requests	X	
8.13	Prepare and Authorize Change Orders	X	
8.14	Approve All Change Orders		X
8.15	Monitor Project Financial Status	X	X
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Robert Smith 720-497-6961 CDOT Resident Engineer Phone number		X
MATERIALS			
9.1	Conduct Materials Pre-Construction Meeting	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record 1. Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project 2. Update the form as work progresses 3. Complete and distribute form after work is completed	X X X	
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: 1. Fabrication of structural steel and pre-stressed concrete structural components 2. Bridge modular expansion devices (0" to 6" or greater) 3. Fabrication of bearing devices	X X X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Grantee Procedures ☐ CDOT Procedures ☒ 1. Generate IAT schedule 2. Schedule and provide notification 3. Conduct IAT	X X	X
9.8	Approve mix designs Concrete Hot mix asphalt	X	X
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	

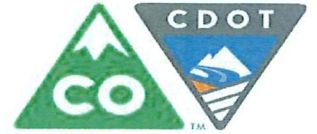
NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		Grantee	CDOT
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	X
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Grantee participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	X	
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor	N/A	N/A
11.10	Complete and Submit CDOT Form 1212 - Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Grantee Contract Administration Checklist	X	

cc: CDOT Resident Engineer
CDOT Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Grantee Project Manager

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Engineering Contract
2829 W. Howard Place, 3rd Floor
Denver, Colorado 80202
(303) 757-9747



March 8, 2019

Chris Proper
City of Arvada
8101 Ralston Road
Arvada, CO 80002-8101

Re: Original Contract No.: 17-HA1-XC-00087
Contract Routing No.: 17-HA1-XC-00087-ZM0001
CDOT #: 400001004
Sub Account No.: 19499

Dear Mr. Proper:

Enclosed for your records on this project please find an original, fully executed and effective copy of the contract referenced above.

Should you have any questions or require additional assistance regarding this contract document, please do not hesitate to contact Dale Zachary at (303) 757-9131 or dale.zachary@state.co.us. Should you have any questions regarding the Scope of Work or Notice to Proceed, if applicable, please contact the contract Project Manager. Thank you.

Sincerely,

Tracie Benton
on behalf of Dale Zachary,
Contract Administrator

Enclosure

IGA OPTION LETTER

Date 2/14/2019	State Fiscal Year 2019	Option Letter No. 1
Project Code C 1211-082 (19499)	Original Contract # 17-HA1-XC-00087	

Vendor Name: CITY OF ARVADA

SUBJECT

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

REQUIRED PROVISIONS

In accordance with the terms of the original Agreement 17-HA1-XC-00087 between the State of Colorado, Department of Transportation and CITY OF ARVADA, the State hereby exercises the option to add a phase that will include Design & Construction and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is now Increased by **\$1,924,008.00**. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

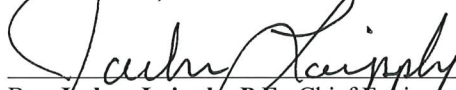
The total encumbrance as a result of this option and all previous options and/or amendments is now **\$1,924,008.00**, as referenced in **Exhibit C-1**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: **\$1,924,008.00** as referenced in **Exhibit C-1**.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS

State of Colorado:

Jared S. Polis, Governor



Date: 2/22/2019

By: Joshua Laipply, P.E., Chief Engineer

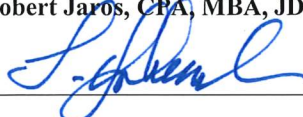
For: Shoshana M. Lew, Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

State Controller

Robert Jaros, CPA, MBA, JD

By: 

Date: 2/28/19

26. EXHIBIT C-1 (Funding Provisions)

OLA#: 331001592

PO#: 400001004

FUNDING PROVISIONS

Routing #: 17-HA1-XC-00087-ZM0001

C 1211-082 (19499)**Cost of Work Estimate**

The estimated total cost of the Work is \$1,924,008.00 which is to be funded as follows:

1 TOTAL PROJECT FUNDS			
a. State Funds (FASTER Transit @ 84.25%)			\$1,621,008.00
b. <i>Required Local Agency Funding</i> (@ 15.75%)			\$303,000.00
TOTAL PROJECT FUNDS			\$1,924,008.00
2 ESTIMATED PAYMENT TO LOCAL AGENCY			
a. State Budgeted Funds (1a)			\$1,621,008.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			\$1,621,008.00
3 FOR CDOT ENCUMBRANCE PURPOSES			
a. State Funds Budgeted (1a)			\$1,621,008.00
b. Required Local Agency Funding			\$303,000.00
c. Less ROW Acquisition 3111 and/or ROW Relocation 3109			(\$0.00)
<i>Estimated Total Encumbrance:</i>			\$1,924,008.00
WBS Element 19499.20.10	Construction	3301	\$1,924,008.00

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: C 1211-082 (19499)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 17-HA1-XC-00087-M0003
Local Agency City of Arvada		Original Agreement Routing Number 17-HA1-XC-00087
Agreement Maximum Amount	\$2,125,788.50	Agreement Performance Beginning Date The later of the effective date or June 08, 2017
		Initial Agreement expiration date June 07, 2022

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer Date: _____	
LOCAL AGENCY City of Arvada _____ Marc Williams, Mayor Date: _____	LOCAL AGENCY (2nd Signature if Necessary) _____ Kristen Rush, City Clerk Date: _____ _____ Approved As To Form: Rachel Morris, City Attorney Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____
--

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The design and construction of a Right-Turn Lane Extension on SH 121: W. 68th Ave. to W. 72nd Ave. in Arvada, Colorado. There are multiple funding sources.

5) MODIFICATIONS

- a) Increase Total Budgeted Funds of \$1,924,008.00 by \$201,780.50, to a new Total Budgeted Funds of \$2,125,788.50;
- b) Replace Exhibit C-1 with C-2 which is attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

26. EXHIBIT C-2 (Funding Provisions)

OLA#: 331001592

FUNDING PROVISIONS

Routing #: 17-HA1-XC-00087-M0003

Associated PO#: : 400001004

C 1211-082 (19499)**Cost of Work Estimate**

The estimated total cost of the Work is \$2,125,788.50 which is to be funded as follows:

1 TOTAL PROJECT FUNDS			
a. State Funds (FASTER Transit @ 84.25%)			\$1,790,976.81
b. <i>Required Local Agency Funding</i> (@ 15.75%)			\$334,811.69
TOTAL PROJECT FUNDS			\$2,125,788.50
2 ESTIMATED PAYMENT TO LOCAL AGENCY			
a. State Budgeted Funds (1a)			\$1,790,976.81
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY			\$1,790,976.81
3 FOR CDOT ENCUMBRANCE PURPOSES			
a. State Funds Budgeted (1a)			\$1,790,976.81
b. Required Local Agency Funding			NOT ENCUMBERED
c. Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$0.00
<i>Estimated Total Encumbrance:</i>			\$1,790,976.81
<i>Only \$1,621,008.00 in Construction is currently encumbered. Additional Construction funds will become available after execution of an Option Letter (Exhibit H) or formal Amendment.</i>			
WBS Element 19499.20.10	Construction	3301	\$1,621,008.00



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.5.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-063 A Resolution Authorizing a Grant Agreement between the City of Arvada and Jefferson County for Emergency Rental Assistance

Report in Brief

The purpose of this Intergovernmental Agreement is to allow the City of Arvada to enter into a funding agreement with Jefferson County to accept U.S. Department of Treasury Emergency Rental Assistance (ERA) funds in the amount of \$499,000. The agreement supports the Vibrant Community and Neighborhoods strategic result to improve access to quality housing affordable for a broad range of income levels.

The Arvada team recommends that the City Council approve R21-063, A Resolution Authorizing a Grant Agreement between the City of Arvada and Jefferson County for Emergency Rental Assistance.

Financial Impact

If the recommended action is approved, the City of Arvada would receive \$499,000 in Emergency Rental Assistance funding from Jefferson County, Colorado to assist Arvada residents financially impacted by COVID-19.

Background

On December 27, 2020, the United States Congress adopted the Emergency Rental Assistance Program (the "ERA Program"), which provided \$23.785 billion in funding to state and local governments to provide rental assistance to eligible residents. On January 12, 2021, the United States Department of the Treasury awarded \$17.5 million in ERA Program funds to Jefferson County. Through this Agreement, Jefferson County is sub-awarding a portion of these funds to the City of Arvada to provide rental assistance to Jefferson County residents who meet ERA Program requirements.

The City of Arvada has operated an emergency rent/mortgage assistance program since August 31, 2020 to assist Arvada residents financially impacted by COVID-19. From January 1, 2021 to March 15, 2021, the City has spent approximately \$250,000 assisting residents using CARES funds. Jefferson County is interested in sub-awarding a portion of the "ERA" funds to the City of Arvada to enable the City to continue the operation of its emergency rental assistance program through 2021. The proposed agreement would provide \$499,000 in federal funds with the option to use up to \$75,000 for program administration. The "ERA" funds can only be used for rental assistance. The Housing team is reviewing funding options to continue assisting residents in need of mortgage assistance.

Discussion

The conditions associated with this funding as defined in this Grant Agreement will require the City team to provide Rental Assistance to Eligible Households. As the Grantee, the City shall comply with all terms of the ERA Program and all federal regulations, rules and guidance.

"Rental Assistance" means all forms of assistance available under the ERA Program including, without limitation, the payment of rent, rental arrears, utilities and home energy costs. "Eligible Households" means households with their primary residence in

Jefferson County that meet all income and other eligibility requirements of the ERA Program. To qualify as an Eligible Household, a household must be obligated to pay rent on a residential dwelling and the City must determine that:

- One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 pandemic;
- One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- The household has a household income at or below 80% of Area Median Income.

Additional conditions associated with this Grant Agreement include reporting requirements regarding the allocation of the funds to individual households, documentation that verifies the eligibility of each household that receives assistance and collaborating with Jefferson County through the review and approval process.

While acknowledging the effort necessary to comply with the conditions and reporting requirements of the Grant Agreement, the City team believes that the recommended action will support households that have been impacted by the COVID-19 pandemic. These households will be able to receive rental assistance and that could reduce the possible transition of families into homelessness as the local and regional economy continues to recover. In addition, the ERA program will also support landlords by providing rental payments for their tenants who have been adversely impacted by the pandemic.

Public Contact

Information regarding program assistance and eligibility criteria can be found on the City of Arvada website. In addition, the City Council agenda was posted.

Commission Recommendation

N/A

Strategic Alignment

Approval of this resolution authorizing an Intergovernmental Agreement with Jefferson County aligns with the Vibrant Community and Neighborhoods Priority Area within the City Council Strategic Plan. This action also supports of the following Principle stated within the VCN Priority Area:

Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing, and neighborhood assistance services to Arvada residents, neighborhoods, property owners, and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-063, A Resolution Authorizing a Grant Agreement between the City of Arvada and Jefferson County for Emergency Rental Assistance.

Suggested Motion:

I move that R21-063, A Resolution Authorizing a Grant Agreement between the City of Arvada and Jefferson County for Emergency Rental Assistance, be (approved) (rejected).

Prepared by:

Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	3/16/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/16/2021
Bryan Archer, Director of Finance	3/17/2021
Gail Walker, Legal Specialist-Contracts	3/17/2021
Kylie Justus, Assistant City Attorney	3/22/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-063

A RESOLUTION AUTHORIZING A GRANT AGREEMENT BETWEEN THE CITY OF
ARVADA AND JEFFERSON COUNTY FOR EMERGENCY RENTAL ASSISTANCE

WHEREAS, intergovernmental agreements (“IGAs”) between political subdivisions of the State of Colorado are authorized by C.R.S. Sec. 29-1-103; and

WHEREAS, on December 27, 2020, the United States Congress adopted the Emergency Rental Assistance Program (the “ERA Program”), which provided \$23.785 billion in funding to state and local governments to provide rental assistance to eligible residents; and

WHEREAS, on January 12, 2021, the United States Department of the Treasury awarded \$17.5 million in ERA Program funds to Jefferson County; and

WHEREAS, through this Agreement, Jefferson County is subawarding a portion of these funds to the City of Arvada, to provide rental assistance to Jefferson County residents who meet ERA Program requirements.

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 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

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

For County Use Only
Check when completed
SAM ☒ SOS ☐

JEFFERSON COUNTY EMERGENCY RENTAL ASSISTANCE GRANT AGREEMENT

Grantee/Recipient Section:

Grantee's Full Legal/Corporate Name: City of Arvada
Grantee Representative's Name: Mark G. Deven, City Manager
Email Address: mdeven@arvada.org
Mailing Address: 8101 Ralston Rd, Arvada, CO 80002
Telephone No.: 720-898-7000
Subrecipient DUNS Number: 0852851380000

Grantor/County Section:

County of Jefferson, State of Colorado
County Representative Name: Kat Douglas
Email Address: kdouglas@jeffco.us
Mailing Address: 3500 Illinois St., Golden, CO 80401
Telephone No.: 303-271-8372

Agreement Maximum Amount Reimbursable:

\$499,000.00

Administrative Expense Maximum Amount Reimbursable:

\$75,000.00

Effective Date:

March 1, 2021

Fund Expenditure End Date:

December 31, 2021

Agreement Expiration Date:

March 31, 2022

1. RECITALS.

- a. On December 27, 2020, the United States Congress adopted the Emergency Rental Assistance Program (the “ERA Program”), which provided \$23.785 billion in funding to state and local governments to provide rental assistance to eligible residents.
- b. On January 12, 2021, the United States Department of the Treasury awarded \$17.5 million in ERA Program funds to Jefferson County.
- c. Through this Agreement, Jefferson County is subawarding a portion of these funds to the Grantee to provide rental assistance to Jefferson County residents who meet ERA Program requirements.

2. PARTIES.

This Agreement is entered into by and between the Grantee named on the first page of this Agreement (the “Grantee”), and the County of Jefferson, State of Colorado, a body politic and corporation (the “County”). The Grantee and the County agree to the terms and conditions in this Agreement. The County or the Grantee are sometimes referred to herein as “Party” and collectively as the “Parties.”

3. DEFINITIONS.

The following terms shall be construed and interpreted as follows:

- a. **“Agreement”** means this Jefferson County Emergency Rental Assistance Grant Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- b. **“Effective Date”** means the date as shown on the first page of this Agreement.
- c. **“Eligible Expenses”** means rental and utility assistance provided by the Grantee to eligible households and the Grantee’s eligible personnel expenses, as more particularly described in **Exhibit A**, which shall not exceed the individual maximum amounts specified in the Exhibit A or the Agreement Maximum Amount Reimbursable.
- d. **“ERA Program”** means the Emergency Rental Assistance program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020).
- e. **“Exhibits”** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work
 - ii. **Exhibit B**, Insurance Requirements
- f. **“Goods”** means any movable material acquired, produced, or delivered by the Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- g. **“Grant Funds”** means the ERA Program funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the County under this Agreement.
- h. **“Services”** means the services to be performed by the Grantee as set forth in this Agreement and shall include any services to be rendered by the Grantee in connection with the Goods.
- i. **“Subcontractor”** means third parties, if any, engaged by the Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of Grantee.

- j. **“Work”** means the delivery of the Goods and performance of the Services described in this Agreement.

4. STATEMENT OF WORK. Grant Funds are hereby made available for the purpose of providing rental assistance throughout the County, as more specifically described in the Statement of Work, attached as **Exhibit A**. The Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**. The County shall have no liability to compensate the Grantee for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

5. TERM AND EFFECTIVE DATE.

- a. Effective Date. This Agreement shall not be valid or enforceable until the Effective Date. The County shall not be bound by any provision of this Agreement before the Effective Date.
- b. Term. The Parties’ respective performances under this Agreement shall commence on the Effective Date shown on the first page of this Agreement and shall terminate on the Agreement Expiration Date shown on the first page of this Agreement (the “Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

6. PAYMENTS TO THE GRANTEE.

- a. Maximum Amount. The County shall reimburse the Grantee up to the Agreement Maximum Amount Reimbursable set forth on the first page of this Agreement pursuant to the terms of this Agreement.
- b. Grantee Matching Funds. There is no matching requirement with this Agreement.
- c. Payment Procedures.
 - i. Reimbursement Requests.
 - 1. The County shall pay the Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit A** upon receipt of all required reporting and documentation.
 - 2. The Grantee shall initiate payment requests for reimbursement by invoice to the County, which may occur twice a month on the 5th and 20th, in a form and manner approved by the County, which shall not exceed the Agreement Maximum Amount Reimbursable. The reimbursement requests will contain a certification that the Grantee is submitting Eligible Expenses in compliance with the ERA Program. The County reserves the right to request supporting documentation from the Grantee to validate that the reimbursement request was spent on Eligible Expenses. The Grantee agrees to promptly comply with any request from the County for such

documentation within 15 days of receiving such request and the failure to provide such information shall constitute a material breach of this Agreement.

3. The Grantee acknowledges and agrees that the costs and expenses submitted will only be submitted for reimbursement pursuant to this Agreement and will not be submitted for reimbursement, or paid with funds from any other federal government program. The County's and the Grantee's objective with this requirement is to ensure the Grantee is not getting reimbursed twice for the same expenses.
 4. The County shall use commercially reasonable efforts to pay each invoice within 45 days following the County's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by the Grantee on Eligible Expenses. If the County determines that the amount of any invoice is not correct, then the Grantee shall make all changes necessary to correct that invoice.
 5. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- ii. Payment Disputes. If the Grantee disputes any calculation, determination or amount of any payment, the Grantee shall notify the County in writing of its dispute within 30 days following the earlier to occur of the Grantee's receipt of the payment or notification of the determination or calculation of the payment by the County. The County will review the information presented by the Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the County's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the County has concluded its review.
- iii. Available Funds-Contingency-Termination. The County is prohibited by law from making commitments beyond the term of the current fiscal year. Payment to the Grantee beyond the current fiscal year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year. The Grantee acknowledges and agrees that the ERA Program requires that all Grant Funds be expended no later than December 30, 2021. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the County's liability for such payments shall be limited to the amount remaining of such Grant Funds. If the County, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the County may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The County shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination.

- iv. Erroneous Payments. The County may recover, at the County's discretion, payments made to the Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by the Grantee. The County may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the County and the Grantee, or by any other appropriate method for collecting debts owed to the County.
- d. Reimbursement of the Grantee's Costs. The County shall reimburse the Grantee's allowable costs, not exceeding the Agreement Maximum Amount Reimbursable listed on the first page of this Agreement, for all allowable costs described in this Agreement that are Eligible Expenses. The County shall have the discretion to reimburse Eligible expenses incurred by the Grantee prior to the Effective Date, but the Grantee's costs and expenses after Fund Expenditure End Date shall not be reimbursable. The County shall not reimburse for expenses that are prohibited under the ERA Program. The County shall only reimburse allowable Eligible Expenses and costs described in this Agreement if those costs are:
 - i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
 - ii. Equal to the actual net cost to the Grantee (i.e. the price paid minus any items of value received by the Grantee that reduce the cost actually incurred).
- e. Close-Out. The Grantee shall close out this award no later than the Fund Expenditure End Date shown on the first page of this Agreement. To complete close-out, the Grantee shall submit to the County all deliverables, including a final demographic analysis and documentation in a form to be determined by the County, as defined in this Agreement and the Grantee's final reimbursement request or invoice. Please note, all Grant Funds must be expended no later than December 31, 2021.

7. REPORTING – NOTIFICATION.

- a. Litigation Reporting. If the Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect the Grantee's ability to perform its obligations under this Agreement, the Grantee shall, within 10 days after being served, notify the County of such action and deliver copies of such pleading or document to the County's representatives identified in notice section of this Agreement.
- b. Violations Reporting. The Grantee shall disclose, in a timely manner, in writing to the County, all violations of Colorado criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. The County may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

8. GRANTEE RECORDS.

- a. Maintenance. The Grantee shall make, keep, maintain, and allow inspection and monitoring by the County of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder and the Eligible Expenses. The Grantee shall maintain such records for a period (the "Record Retention Period") of five (5) years following the date of submission to the County of the final expenditure report. If any litigation, claim, or audit related to this Agreement starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the county. A cognizant agency for audit, oversight or indirect costs, and the County, may notify the Grantee in writing that the Record Retention Period shall be extended. For records for equipment, the Record Retention Period shall extend five years following final disposition of such property.
- b. Inspection. The Grantee shall permit the County, the federal government or their agents to audit, inspect, examine, excerpt, copy and transcribe the Grantee's records during the Record Retention Period. The Grantee shall make Grantee's records available during normal business hours at the Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) business days' notice from the County, unless the County determines that a shorter period of notice, or no notice, is necessary to protect the interests of the County.
- c. Monitoring. The County will monitor the Grantee's performance of its obligations under this Agreement using procedures as determined by the County which may include the Grantee uploading supporting documents electronically to a shared drive and may include on-site visits. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor the Grantee's and its contractor's and Subcontractor's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The Grantee shall allow the County to perform all monitoring required by the Uniform Guidance, based on the County's risk analysis of the Grantee and this Agreement. The County shall monitor Grantee's performance in a manner that does not unduly interfere with the Grantee's performance of the Work.
- d. Final Audit Report. The Grantee shall promptly submit to the County a copy of any final audit report of an audit performed on the Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by the Grantee or a third party. The Grantee acknowledges and agrees that subrecipients who receive over \$750,000 in federal funding will be subject to the requirements for a Single Audit under Federal Uniform Guidance.

9. CONFLICTS OF INTEREST AND LOBBYING.

- a. Actual Conflicts of Interest. The Grantee shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of the Grantee under this Agreement. Such a conflict of interest would arise when an employee, officer or agent of Grantee or a Subcontractor were to offer or provide any tangible personal benefit to an employee of the County, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.
- b. Apparent Conflicts of Interest. The Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the County's interests. Absent the County's prior written approval, the Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Grantee's obligations under this Agreement.
- c. Disclosure to the County. If a conflict or the appearance of a conflict arises, or if the Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, the Grantee shall submit to the County a disclosure statement setting forth the relevant details for the County's consideration. Failure to promptly submit a disclosure statement or to follow the County's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.
- d. Lobbying. The Grantee further agrees that none of the Grant Funds will be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award. The Grantee also agrees to disclose any lobbying with non-Federal funds in connection with obtaining any Federal award.

10. INSURANCE. The Grantee and its Subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under this Agreement, whether such operations be by themselves or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in **Exhibit B** attached hereto. The Grantee, prior to commencing the Work and during the term of this Agreement, shall provide the County written evidence of insurance coverage within three (3) business days of a request from the County. The Grantee shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Agreement. If requested by the County, the Grantee shall request from its insurance company an endorsement to the insurance policy for this Agreement, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Grantee shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be

approved by Jefferson County Safety & Compliance. If the Grantee is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”), the Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, the Grantee shall ensure that the Subcontractor maintain at all times during the term of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA.

11. INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND

UNEMPLOYMENT INSURANCE. In performing the Work, the Grantee acts as an independent contractor and is not acting as an agent, servant or employee of the County. **The Grantee is solely responsible for necessary and adequate workers’ compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Grantee and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Grantee or an entity other than the County.**

12. BREACH.

- a. **Defined.** The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. In the event the Grantee fails to comply with any of the requirements of the ERA Program with respect to the Grant Funds, the federal government may seek reimbursement of such funds. If the federal government seeks reimbursement of all or a portion of the Grant Funds spent by the Grantee, the Grantee shall be solely responsible for reimbursing said funds to the federal government. In addition, in the event the federal government seeks reimbursement of funds spent by the Grantee as contemplated in this Section from the County, the County has the right, but not the obligation, to reimburse those funds to the federal government on the Grantee’s behalf, and the Grantee shall reimburse the County for such expenditure within thirty (30) calendar days of payment by the County. This provision shall survive the termination or expiration of this Agreement.
- b. **Notice and Cure Period.** In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in Section 13 for that Party.

13. REMEDIES.

- a. **County’s Remedies.** If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the County, following the notice and cure period set forth in Section 12, shall have all of the remedies listed in this Section 13, in addition to all other remedies set forth in this Agreement or at law. The County may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

- i. Termination for Breach. In the event of Grantee's uncured breach, the County may terminate this entire Agreement or any part of this Agreement. The Grantee shall continue performance of this Agreement to the extent not terminated, if any.
- ii. Obligations and Rights. To the extent specified in any termination notice, the Grantee shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, the Grantee shall complete and deliver all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the County, the Grantee shall assign to the County all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, the Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of the Grantee but in which the County has an interest. At the County's request, the Grantee shall return materials owned by the County in the Grantee's possession at the time of any termination.
- iii. Payments. If the County terminates this Agreement for any reason, the County shall pay the Grantee an amount equal to the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted as of the termination date, as determined by the County, less payments previously made.
- iv. Damages and Withholding. Notwithstanding any other remedial action by the County, the Grantee shall remain liable to the County for any damages sustained by the County in connection with any breach by the Grantee, and the County may withhold payment to the Grantee for the purpose of mitigating the County's damages until such time as the exact amount of damages due to the County from the Grantee is determined. The County may withhold any amount that may be due the Grantee as the County deems necessary to protect the County against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the County in procuring from third parties replacement Work as cover.
- v. Additional Remedy – Repayment. In addition to any remedies available, if the Grantee fails to comply with any term or condition of this Agreement, or the County or the United States Department of the Treasury determines the Grant Funds were not spent on Eligible Expenses, the County may require the Grantee repay any or all of the Grant Funds to the County or the federal government in the County's sole discretion.
- vi. Remedies Not Involving Termination. The County, in its discretion, may exercise one or more of the following additional remedies:

1. Suspend Performance. Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the County without entitling the Grantee to an adjustment in price or cost or an adjustment in the performance schedule. The Grantee shall promptly cease performing Work and incurring costs in accordance with the County's directive, and the County shall not be liable for costs incurred by the Grantee after the suspension of performance.
2. Withhold Payment. Withhold payment to the Grantee until the Grantee corrects its Work.
3. Deny Payment. Deny payment for Work not performed, or that due to the Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the County; provided, that any denial of payment shall be equal to the value of the obligations not performed.
4. Removal. Demand immediate removal from the Work of any of the Grantee's employees, agents, or Subcontractors from the Work whom the County deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the County to be contrary to the public interest or the County's best interest.
5. Intellectual Property. If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, the Grantee shall, as approved by the County (a) secure that right to use such Work for the County or the Grantee; (b) replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the County.

- b. Grantee's Remedies. If the County is in breach of any provision of this Agreement and does not cure such breach, the Grantee, following the notice and cure period in Section 12 shall have all remedies available at law and equity.

14. GOVERNMENTAL IMMUNITY. Liability for claims for injuries to persons or property arising from the negligence of the County or the Grantee, if the Grantee is a governmental entity covered under the GIA, and their departments, boards, commissions committees, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b) as applicable. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

15. AUTHORIZATION TO WORK. If the Grantee has any employees or subcontractors, the Grantee shall comply with C.R.S. §8-17.5-101, et seq., regarding Illegal Aliens - Public Contracts for Services, and this Agreement. By execution of this Agreement, the Grantee certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Grantee will participate in either the E-Verify Program or Department Program (as those terms are defined in C.R.S. §8-17.5-101) in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- a. The Grantee shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - ii. Enter into a contract with a subcontractor that fails to certify to the Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- b. The Grantee has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement through participation in either the E-Verify Program or Department Program.
- c. The Grantee shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.
- d. If the Grantee obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Grantee shall:
 - i. Notify the Subcontractor and the County within three days that the Grantee 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 days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Grantee shall not terminate the contract with the Subcontractor if during such three days the subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- e. The Grantee shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).
- f. If the Grantee violates this provision of this Agreement, the County may terminate the Agreement for a breach of contract. If the Grantee is so terminated, the Grantee shall be liable for actual and consequential damages to the County as required by law.
- g. The County will notify the Office of the Secretary of State if the Grantee violates this provision of this Agreement and the County terminates the Agreement for such breach.

16. NOTICES.

- a. “Key Notices” under this Agreement are notices regarding Agreement default, dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed

received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. All other daily communications or notices between the Parties that are not Key Notices may be done via electronic transmission. All Key Notices shall include a reference to this Agreement (including the Grantee's name and the date of the Agreement) and shall be delivered to the parties at the addresses specified on the first page of this Agreement with a copy sent to the Jefferson County Attorney as follows:

Jefferson County Attorney
100 Jefferson County Parkway, #5500
Golden, Colorado 80419
Tele: (303) 271-8900
Email: CAOContracts@jeffco.us

- b. Electronic Transmissions. The Parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

17. AUTHORIZED REPRESENTATIVES. The Grantee Representative identified on the first page of this Agreement shall have the authority to bind the Grantee with respect to this Agreement and shall assure the Grantee's satisfactory performance hereunder. The Grantee Representative shall also be responsible for advising the County Representative identified on the first page of this Agreement of the status of the Work and agrees to take direction only from the County Representative and to comply promptly and fully with the reasonable requests and directives issued by the County Representative, or their delegees, from time to time. The County may change its Representative at any time by giving notice to the Grantee. The Grantee may replace the Grantee Representative with the written notice to the County.

18. REPRESENTATIONS AND WARRANTIES. The Grantee makes the following specific representations and warranties, each of which was relied on by the County in entering into this Agreement.

- a. Monthly Report and Request for Reimbursement and Grant. The Grantee represents and warrants that the information contained in each monthly report and request for reimbursement submitted in connection with this Agreement is true, correct and complete to the best of its knowledge and the terms of each such report and request are incorporated into this Agreement by reference. Any false or misleading statements in a report and request for reimbursement or this Agreement may result in denial, revocation or termination of this Agreement. The Grantee covenants and agrees to comply with all of the requirements for this Agreement.
- b. Legal Authority – Grantee and Grantee’s Signatory. The Grantee warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind Grantee to its terms. If requested by the County, the Grantee shall provide the County with proof of Grantee’s authority to enter into this Agreement within 15 days of receiving such request.

19. RETURN OF UNUSED FUNDS. The Parties acknowledge that the Act requires the County to return all Grant Funds that have not been obligated by September 30, 2021, or spent by December 30, 2021. To ensure that the maximum amount of Grant Funds are expended by this deadline for the benefit of Jefferson County residents and businesses, the Grantee agrees to work with the County to determine whether any of its Grant Funds will not be obligated or expended by the above dates. To ensure that the maximum amount of funds is utilized by the deadline, notwithstanding any other provision of this Agreement, the County may unilaterally amend of this Agreement to reduce the Agreement Maximum Amount Reimbursable, upon written notice to the Grantee, so those funds may be reallocated by the County to fund other ERA Program-eligible expenses.

20. GENERAL PROVISIONS.

- a. Assignment. The Grantee’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the County. Any attempt at assignment or transfer without such consent shall be void. Except as otherwise provided in this section, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.
- b. Subcontracts. The Grantee shall submit to the County a copy of each such subgrant or subcontract upon request by the County. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

- c. Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.
- d. Entire Understanding. This Agreement represents the complete integration of all understandings between the Parties, and all prior representations and understandings related to this Agreement, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.
- e. Modification. Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved.
- f. Licenses, Permits, and Other Authorizations. The Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- g. Taxes. The County is a tax-exempt entity. The County shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on the Grantee. The Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement. The Grantee, its subcontractors, and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Grantee shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
- h. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.
- i. Authority and Digital Signatures. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

- j. Standard and Manner of Performance. The Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in the Grantee's industry, trade, or profession.
- k. Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
- l. Waiver. No term or condition of this Agreement shall be deemed to have been waived by either Party unless the waiver is in writing and signed by both Parties or their duly authorized representatives.
- m. Debarred or Suspended Entities. The Grantee shall not enter into any grant or subgrant in connection with this Agreement with a party that has been debarred or suspended from granting with the federal government or the State of Colorado.
- n. Responsibility for Liability. The Grantee shall be responsible for any and all claims, damages, and liability arising out of the actions or omissions of the Grantee or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Agreement. The foregoing shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits or protections of the Colorado Governmental Immunity Act, C.R.S. Sections 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671, et seq., as applicable.
- o. Compliance with Law. The Grantee shall comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- p. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any action shall be in the County of Jefferson, State of Colorado.
- q. Employee Financial Interest. The signatories aver that to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the service or property described in this Agreement.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

COUNTY OF JEFFERSON,
STATE OF COLORADO

By: _____
Donald J. Davis, County Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

This Jefferson County Emergency Rental Assistance Grant Agreement was acknowledged before me this _____ day of _____, 2021, by Donald J. Davis as County Manager for the County of Jefferson, State of Colorado.

Witness my hand and official seal.

Notary Public

APPROVED AS TO FORM:

Assistant County Attorney

GRANTEE:

CITY OF ARVADA
STATE OF COLORADO

By: _____
Marc Williams, Mayor

STATE OF COLORADO
COUNTY OF _____

This Jefferson County Emergency Rental Assistance Grant Agreement was
acknowledged before me this _____ day of _____, 2021, by Marc Williams as
City of Arvada Mayor.

Witness my hand and official seal.

Notary Public

EXHIBIT A

STATEMENT OF WORK

1. GENERAL DESCRIPTION OF THE PROJECT.

1.1 Rental Assistance. The Grantee will use the Grant funds provided under this Agreement to provide Rental Assistance (defined below) to Eligible Households (defined below). The Grantee shall comply with all terms of the ERA Program including, without limitation, Section 501 of Division N of the Consolidated Appropriations Act, 202, Pub. L. No. 116-260 (Dec. 27, 2020) (the “Act”) and all federal regulations, rule and guidance applicable to the ERA Program.

“Rental Assistance” means all forms of assistance available under the ERA Program including, without limitation, the payment of rent, rental arrears, utilities and home energy costs.

“Eligible Households” means households with their primary residence in Jefferson County that meet all income and other eligibility requirements of the ERA Program. To qualify as an Eligible Household, a household must be obligated to pay rent on a residential dwelling and the Grantee must determine that:

- i. one or more individuals within the household has qualified for unemployment benefits **or** experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 pandemic;
- ii. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- iii. the household has a household income at or below 80% of Area Median Income.

For the purposes of this Agreement, income eligibility shall be based off the current income limits for the Denver/Aurora/Lakewood area. Priority will be given to households with incomes of no more than 50% of Area Median Income and to households in which one or more member of the household is unemployed and has been unemployed for 90 days. If a household is receiving ongoing Rental Assistance, such household’s income must be recertified every 3 months.

Grantee shall make all Rental Assistance payments directly to the Eligible Household’s landlord or utility provider unless Grantee is unable to obtain the cooperation of a landlord or utility provider to accept payment after reasonable efforts. In the event the Grantee pays the funds directly to the Eligible Household, the Grantee shall retain, and provide to the County upon request, documentation showing that Eligible Household paid the landlord or utility provider the Grant Funds. Landlords may apply on behalf of their tenants, if such tenants meet all eligibility requirements.

If an Eligible Household receives rental assistance other than through the ERA Program, Grantee must review the household’s income and sources of assistance to confirm that Rental Assistance provided under this Agreement does not duplicate any other assistance, including federal, state and local assistance, provided for the same costs.

1.2 Eligible Expenses. The following expenses are eligible for reimbursement under this Agreement (“Eligible Expenses”) in an amount up to but not to exceed the Agreement Maximum Amount Reimbursable:

- (a) All Rental Assistance provided by the Grantee to Eligible Households in accordance with the terms of this Agreement; and
- (b) Grantee’s eligible administrative expenses incurred in the performance of the Work (“Administrative Expenses”) in an amount not to exceed the Administrative Expense Maximum Amount Reimbursable set forth on page 1 of this Agreement. To be reimbursable under this Agreement, Grantee’s Administrative Expenses must be eligible for reimbursement under the Act and other rules, regulations and guidance applicable to the ERA Program.

1.3 Program Software. In the event that the County procures and makes available to Grantee software that permits Jefferson County residents to apply for ERA Program benefits online (“Program Software”), the Grantee shall use the Program Software to perform the Work in accordance with County instructions.

2. REPORTING REQUIREMENTS

2.1 Data Collection. The Grantee shall collect the following information:

- a. The number of Eligible Households that received Rental Assistance;
- b. The names of the Eligible Households that received Rental Assistance;
- c. The type and amount of Rental Assistance provided to each such Eligible Household;
- d. The acceptance rate for applicants for Rental Assistance;
- e. The average amount of Rental Assistance provided per Eligible Household;
- f. The average number of monthly rental/utility payments that each Eligible Household received;
- g. The gender, race and ethnicity of the primary applicant for assistance;
- h. Household incomes and the type of income for all adult household members;
- i. The number of adults and children in the household;
- j. The incomes of Eligible Households by the following income tiers: (i) Less than or equal to 30% of Area Median Income; (ii) between 30% and 50% of Area Median Income; and (iii) between 50% and 80% of Area Median Income.
- k. The address of each Eligible Household;
- l. The name, address, social security number, tax identification number or DUNS numbers, as applicable, for each landlord and utility provider;
- m. The amount and percentage of monthly rent covered by ERA Program assistance;
- n. The amount and percentage of separately-stated utility and home energy costs covered by ERA Program assistance;
- o. The total amount of each type of Rental Assistance (i.e., rent, rental arrears, utilities and home energy costs and utilities and home energy cost arrears) provided to each household;
- p. The amount of outstanding rental arrears for each household;

- q. The number of months of rental payments and utility or home energy cost payments for which ERA Program assistance is provided; and
- r. The number of applications received.

2.2 Data Reporting and Certification. Each month, the Grantee shall prepare and submit to the County a report, in a form approved by the County, that includes the information set forth above and such other information as is requested by the County or required to be reported under the ERA Program. With each monthly report, the Grantee shall also submit a certification signed by the Grantee that the information contained in the report is, to the best of Grantee's knowledge, true, correct and complete. The County may waive all or any portion of the reporting requirements to the extent the County is able to receive the required information through the Program Software.

2.3 Documentation. The Grantee shall retain, and provide to the County upon request, the following documentation for each client served under this Agreement, as applicable showing the client's eligibility and need for Rental Assistance:

- a. Proof of Jefferson County, State of Colorado residency (i.e. electric or water bill)
- b. W-9 from landlord
- c. Letter from landlord of past due amount
- d. Letter from utility provider of past due amount
- e. Eviction Notice
- f. Employer statement of job impact
- g. Self-attestation from client regarding reduction in income
- h. Landlord agreement reflecting total amount needed to bring the tenant current
- i. Documentation of qualification for unemployment benefits
- j. Wage statements
- k. Interest statements
- l. Unemployment compensation statements
- m. Bank statements
- n. Layoff/Furlough notices
- o. Evidence of Legal Residency
- p. Statement of COVID impact

In the event that the County makes the Program Software available to Grantee, the Grantee shall ensure that applicants upload the documentation listed above to the Program Software, to the extent applicable to the particular applicant.

3. EXPENSE REIMBURSEMENT

3.1 Reimbursement Schedule. The Grantee may submit requests for reimbursement of Eligible Expenses no more frequently than twice per month. Requests for reimbursement shall be received on or before the 5th and 20th day of the calendar month for Eligible Expenses incurred during the prior month.

The Grantee may submit eligible expenses less frequently than the above, but no more frequently. For instance, the Grantee may submit quarterly request if they prefer.

3.2 Requests for Reimbursement. Requests for reimbursement shall include the documentation set forth in Section 2 above and be in a form approved by the County.

To the extent the Grantee is also requesting reimbursement for Administrative Expenses associated with the Work, the Grantee shall submit such information supporting the request as is requested by the County, including without limitation contracts, invoices, vouchers, receipts, payroll and time records, or other official documentation proving/verifying its expenditures.

3.3 County Review and Acceptance. The County shall review and/or audit the Grantee's reimbursement requests. The County shall only accept and reimburse requests that provide adequate documentation, and only for what the County determines, in its sole discretion, are Eligible Expenses. The County may contact the Grantee to discuss the documentation and nature of the expenses included in the request for reimbursement. In the event the County does not accept, in whole or in part, the Grantee's request for reimbursement, the County shall provide a written response documenting the basis for the County's determination. The Grantee may resubmit a corrected or augmented request for reimbursement and any necessary additional supporting documentation within fifteen (15) days of receiving notice of the County's written determination, and the County will then re-review the request and any additional supporting documentation and rationale submitted by the Grantee. The Grantee acknowledges and understands that the U.S. Treasury is the authorizing agency and the County is using its best efforts to determine Eligible Expenses. Any reimbursement request accepted and paid, in whole or in part, by the County, is still subject to federal review and has the potential to be subsequently disallowed. As such, any acceptance by the County of the Grantee's request to reimburse and subsequent payment shall not be construed to operate as a waiver of the Grantee's obligation to comply with the Act and other rules, regulations and guidance applicable to the ERA Program, this Agreement, and any other laws, regulations or rules and shall not operate as a waiver or estoppel of the Grantee's obligation to return/repay any Grant Funds distributed to the Grantee that are subsequently found to not have been used or reimbursed for Eligible Expenses or the use of which was found to otherwise be unlawful.

3.4 Distribution. The County shall disburse reimbursement directly to the Grantee via ACH or wire transfer as provided by the Grantee. The County shall use its commercially reasonable efforts to distribute Grant Funds to the Grantee within fifteen (15) days of the County's review and acceptance.

3.5 Return of Funds. To the extent any reimbursement paid to the Grantee under this Agreement is not actually expended, or any costs and expenses are subsequently refunded to the Grantee, the Grantee agrees that it shall return any Grant Funds that are refunded to the County by December 23, 2021.

3.6 Expenditures and Accounting. The ERA Program imposes expenditure and accounting obligations upon local governments receiving ERA Program funds. The Grantee acknowledges and agrees to be solely responsible for ensuring that it procures, spends, documents, and

accounts for its portion of the Grant Funds received from the County in strict compliance with the ERA Program requirements and this Agreement, and any other applicable laws, regulations and rules, formal guidance from the U.S. Treasury Department, and the OMB Uniform Guidance for Federal Awards (2 CFR § 200). Because the Act is recent legislation, the Parties anticipate that additional federal legislation, rules, regulations, and guidance from the U.S. Treasury Department may be promulgated regarding the expenditure and accounting requirements. The Grantee agrees to familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, regulations, and guidance from the U.S. Treasury Department.

4. ADMINISTRATIVE REQUIREMENTS:

4.1 Required Documentation: The Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports, all evidence and documentation showing Eligible Households' eligibility and need for Rental Assistance under the ERA Program. Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate Eligible Expenses as detailed below:

4.1.1 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Treasury.

4.1.2 Services. The Grantee shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

4.2 Procurement. The Grantee shall ensure that all procurement transactions are conducted in a manner consistent with the Grantee's standard procurement procedures and local, state and federal law and any applicable guidance issued by the U.S. Treasury Department regarding ERA Program funding.

4.2.1 Debarment. The Grantee shall verify that any contractor or subcontractor it hires for the Work is not debarred from participation in state and federal programs. The Grantee should review debarment information on <http://www.sam.gov>.

	INSURANCE REQUIREMENTS – EXHIBIT B	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County’s certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability and auto liability policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer’s liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Crime – Employee Dishonesty - \$1,000,000 Forgery or Alteration - \$1,000,000 Theft Destruction & Disappearance - \$500,000 Computer Fraud - \$1,000,000 Wire Transfer - \$1,000,000 Third Party Coverage Jefferson County must be named as Loss Payee on the policy	
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required

	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required

Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

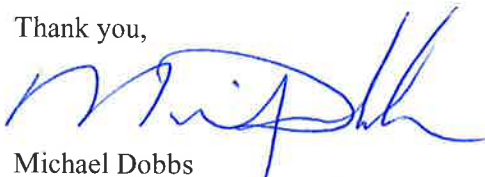
- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.

Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,



Michael Dobbs
Director, Safety and Compliance



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.6.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-064 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for CARES Act Funding in the Amount of \$276,525.00

Report in Brief

The purpose of this Intergovernmental Agreement is to allow the City of Arvada to enter into a funding agreement with the U.S. Department of Housing and Urban Development (HUD) to accept the Community Development Block Grant Coronavirus funds in the amount of \$276,525. The agreement supports the Vibrant Community and Neighborhoods strategic result to improve access to quality housing affordable for a broad range of income levels.

The Arvada team recommends that the City Council approve R21-064, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for CARES Act Funding in the Amount of \$276,525.00.

Financial Impact

The City of Arvada will receive \$276,525 in Community Development Block Grant Coronavirus funding from the Department of Housing and Urban Development to support services for low to moderate income families in Arvada.

Background

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving CDBG funds to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities.

The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals in the Consolidated Plan. The City must submit an Annual Action Plan to HUD no later than November 15 of each year during the five year period. Per the City's Citizen Participation Plan, a substantial amendment to an Action Plan is required when a "substantial" change is proposed that impacts funding priorities, proposed activities, goals and objectives. This substantial amendment to the 2020 Action Plan is necessary because the City has been allocated new CDBG funding through the March 27, 2020 CARES Act.

In accordance with the purpose of the CARES Act, the Arvada team proposes to allocate these funds to activities which support the immediate and long-term aid and recovery efforts for Arvada residents impacted by the Coronavirus. In accordance with the requirements outlined in the CARES Act, a 5-day public review and comment period beginning December 17 and ending December 23, 2020 was provided and a public notice published in the Arvada Press and on the City's website.

According to federal requirements, the City must submit a substantial amendment to the most recent Annual Action Plan approved by HUD. The Arvada City Council approved the 2021 Annual Action Plan on November 2, 2020. The 2021 Annual

Action Plan has yet to be approved by HUD; therefore the 2020 Annual Action Plan was amended.

On January 11, 2021, Arvada City Council approved Resolution R21-012 allowing for the submission of a substantial amendment to the 2020 Community Development Block Grant (CDBG) program to allocate additional CDBG funds made available through the Coronavirus Aid, Relief and Economic Securities Act (CARES Act) in the amount of \$276,525. The substantial amendment was submitted to HUD and HUD has issued a funding agreement to the City of Arvada for signature.

Discussion

Our team evaluated the benefits of an intergovernmental agreement between the City of Arvada and the U.S. Department of Housing and Urban Development and determined this is in the best interest of the City and in support of Strategic Results and Milestones within the Vibrant Community and Neighborhoods Priority Area. These funds will support programs such as rent and mortgage assistance, utility payment assistance, homeless services associated with the Jefferson County Regional program and similar human services programs.

Public Contact

In accordance with the requirements outlined in the CARES Act, a 5-day public review and comment period beginning December 17 and ending December 23, 2020 was provided and a public notice published in the Arvada Press and on the City's website.

Commission Recommendation

N/A

Strategic Alignment

Approval of this resolution authorizing an Intergovernmental Agreement with the Department of Housing and Urban Development aligns with the Vibrant Community and Neighborhoods Priority Area within the City Council Strategic Plan. Specifically, the recommended action aligns with the following Principle:

Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing and neighborhood assistance services to Arvada residents, neighborhoods, property owners, and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-064, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for CARES Act Funding in the Amount of \$276,525.00.

Suggested Motion:

I move that R21-064, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for CARES Act Funding in the Amount of \$276,525.00, be (approved) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

SUBJECT: R21-064 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for CARES Act Funding in the Amount of \$276,525.00

PAGE: 3
ITEM: 8.B.6.

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	3/16/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/16/2021
Bryan Archer, Director of Finance	3/17/2021
Gail Walker, Legal Specialist-Contracts	3/17/2021
Kylie Justus, Assistant City Attorney	3/22/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-064

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR CARES ACT FUNDING IN THE AMOUNT OF \$276,525.00

WHEREAS, the City of Arvada has the opportunity to enter into an Intergovernmental Agreement with the U.S. Department of Housing and Urban Development (HUD) for funding from the Community Development Block Grant, specifically for Coronavirus relief funds in the amount of \$276,525.00; and

WHEREAS, the agreement supports the Vibrant Community and Neighborhoods strategic result to improve access to quality housing affordable for a broad range of income levels.

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 a form approved by the City Attorney, an Agreement, which is in substantially the same form as the attached intergovernmental agreement by and between the City of Arvada and the U.S. Department of Housing and Urban Development.

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

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By: _____

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development

Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Arvada	3a. Grantee's 9-digit Tax ID Number 846000633	3b. Grantee's 9-digit DUNS Number 085285138
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 8101 Ralston Road Arvada, CO 80002-0000	4. Date use of funds may begin 03/04/2021	
	5a. Project/Grant No. 1 B-20-MW-08-0001	6a. Amount Approved \$276,525
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Katy Burke		Grantee Name (Contractual Organization) Arvada, City of	
Title CPD Director		Title	
Signature 	Date (mm/dd/yyyy) 03/04/2021	Signature 	Date (mm/dd/yyyy)
Signed by: KATHLEEN BURKE			

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission 03/03/2021	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified 03/04/2021	
		9c. Date of Start of Program Year 01/01/2020	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2020)	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Arvada 8101 Ralston Road Arvada, CO 80002-0000
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature 

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y									
			Y									
Date Entered PAS (mm/dd/yyyy)												
Date Entered LOCCS (mm/dd/yyyy)												
Batch Number												
Transaction Code												
Entered By												
Verified By												

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.
- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release

of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.7.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-065 A Resolution Permanently Ratifying the City Manager's Temporary Authorization of an Intergovernmental Agreement By and Between the City of Arvada, the County of Jefferson, and the City of Lakewood Authorizing the Severe Weather Shelter Network (SWSN) to be a Subrecipient of Community Development Block Grant (CDBG) Funds - CFDA # 14.218

Report in Brief

The City of Arvada has entered into an Intergovernmental Agreement with the County of Jefferson and the City of Lakewood, to carry out a Community Development Block Grant activity. The City of Arvada, County of Jefferson, and City of Lakewood have selected the Severe Weather Shelter Network (SWSN) to be a subrecipient of CDBG funding. The SWSN provides emergency overnight shelter services in the form of motel vouchers to people experiencing homelessness during severe weather. SWSN will soon exhaust their current funding source. The CDBG funding provided to the SWSN will allow them to continue their services through 2021.

The Arvada team recommends that the City Council approve R21-065, A Resolution Permanently Ratifying the City Manager's Temporary Authorization of an Intergovernmental Agreement By and Between the City of Arvada, the County of Jefferson, and the City of Lakewood Authorizing the Severe Weather Shelter Network (SWSN) to be a Subrecipient of Community Development Block Grant (CDBG) Funds - CFDA # 14.218.

Financial Impact

The total amount approved in the agreement to be provided to the Severe Weather Shelter Network is \$250,000. Of that amount, Arvada's contribution is estimated to be \$77,166.50. This amount will be paid using CDBG CARES funding.

Background

The Severe Weather Shelter Network (SWSN) provides shelter to people experiencing homelessness during cold weather nights. Historically, sheltering took place in churches; however, due to the COVID-19 pandemic, the SWSN adjusted its model to offer non-congregate sheltering in the form of motel rooms. The cost of renting motel rooms far exceeds the cost of providing shelter in churches. The City of Arvada, the City of Lakewood and Jefferson County are partnering to provide financial support to the SWSN to allow the Network to continue operating through 2021.

The Council should note that the City Manager was asked to temporarily authorize the Intergovernmental Agreement in order to allocate funding as soon as possible in advance of the March 12-14 snowstorm. The City Charter requires Intergovernmental Agreements to be authorized by the City Council. After consulting with the City Attorney, the Arvada team concluded that the City Manager's authorization could only be temporary and the Emergency Authority could not be applied to an IGA since Council approval is specifically stated in the City Charter.

Discussion

Continuation of the SWSN services through 2021 is considered a high priority of the regional homeless program at the present time. While much more costly than congregate sheltering, the adjustment to non-congregate sheltering was a necessary

SUBJECT: R21-065 A Resolution Permanently Ratifying the City Manager's Temporary Authorization of an Intergovernmental Agreement By and Between the City of Arvada, the County of Jefferson, and the City of Lakewood Authorizing the Severe Weather Shelter Network (SWSN) to be a Subrecipient of Community Development Block Grant (CDBG) Funds - CFDA # 14.218

PAGE: 2
ITEM: 8.B.7.

response to the pandemic as transmission of infectious disease is common among homeless individuals. In addition, the exceptionally cold weather in February generated many more sheltering nights than anticipated, which increased the cost to all parties to the IGA. The need to continue funding SWSN generated the urgency associated with the City Manager's temporary approval and the need for the City Council to ratify the action.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Approval of this resolution authorizing an Intergovernmental Agreement with the City of Lakewood, Jefferson County and the Severe Weather Shelter Network aligns with the Vibrant Community and Neighborhoods Priority Area within the City Council Strategic Plan. This action supports the following Principle stated within the VCN Priority Area:

Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing and neighborhood assistance services to Arvada residents, neighborhoods, property owners, and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R21-065 A Resolution Permanently Ratifying the City Manager's Temporary Authorization of an Intergovernmental Agreement By and Between the City of Arvada, the County of Jefferson, and the City of Lakewood Authorizing the Severe Weather Shelter Network (SWSN) to be a Subrecipient of Community Development Block Grant (CDBG) Funds - CFDA # 14.218.

Suggested Motion:

I move that R21-065, A Resolution Permanently Ratifying the City Manager's Temporary Authorization of an Intergovernmental Agreement By and Between the City of Arvada, the County of Jefferson, and the City of Lakewood Authorizing the Severe Weather Shelter Network (SWSN) to be a Subrecipient of Community Development Block Grant (CDBG) Funds - CFDA # 14.218, be (approved) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

SUBJECT: R21-065 A Resolution Permanently Ratifying the City Manager's Temporary Authorization of an Intergovernmental Agreement By and Between the City of Arvada, the County of Jefferson, and the City of Lakewood Authorizing the Severe Weather Shelter Network (SWSN) to be a Subrecipient of Community Development Block Grant (CDBG) Funds - CFDA # 14.218

PAGE: 3
ITEM: 8.B.7.

Carrie Espinosa, Manager of Housing Preservation and Resources	3/16/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/16/2021
Bryan Archer, Director of Finance	3/17/2021
Gail Walker, Legal Specialist-Contracts	3/17/2021
Kylie Justus, Assistant City Attorney	3/22/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-065

A RESOLUTION PERMANENTLY RATIFYING THE CITY MANAGER'S TEMPORARY AUTHORIZATION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA, THE COUNTY OF JEFFERSON, AND THE CITY OF LAKEWOOD AUTHORIZING THE SEVERE WEATHER SHELTER NETWORK (SWSN) TO BE A SUBRECIPIENT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS - CFDA # 14.218

WHEREAS, the City of Arvada has entered into an Intergovernmental Agreement with the County of Jefferson and the City of Lakewood, to carry out CDBG funding; and

WHEREAS, the City of Arvada, County of Jefferson, and City of Lakewood and have selected the SWSN to be a subrecipient of CDBG funds because SWSN provides emergency overnight shelter services in the form of motel vouchers to people experiencing homelessness during severe weather while also ensuring social distancing and safety requirements necessary during the COVID-19 pandemic; and

WHEREAS, due to an increase in inclement weather, the SWSN needed funding prior to the City Council meeting to continue supplying vouchers to people experiencing homelessness during severe weather occurrences; and

WHEREAS, the City Manager, pursuant to his emergency authority, authorized the City of Arvada to temporarily approve the Subrecipient agreement in order to ensure the lives and safety of people experiencing homelessness during severe weather; and

WHEREAS, the agreement supports the Vibrant Community and Neighborhoods strategic result to improve access to quality housing affordable for a broad range of income levels.

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 a form approved by the City Attorney, an Agreement, which is in substantially the same form as attached intergovernmental agreement by and between the City of Arvada, the County of Jefferson, and the City of Lakewood authorizing SWSN to be a subrecipient of CDBG funds, and thereby permanently ratifying the City Manager's temporary authorization of the agreement.

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

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

JEFFERSON COUNTY, COLORADO
 Department of Human Services
 Community & Workforce Development
 3500 Illinois Street
 Golden, Colorado 80401

CDBG AGREEMENT

For the Performance of Community Development Block Grant Activity - CFDA # 14.218

Project:

Project: Emergency overnight shelter services Reference Date: 12/28/2020

Source of Funds: Community Development Block Grant CARES Act ("CDBG-CV") Funding Year (s): 2021

Subrecipient:

Subrecipient (Full Legal Name): Severe Weather Shelter Network

Subrecipient Form of Entity: Nonprofit corporation Tax ID No. 81-3289994

Subrecipient Representative: Lynn Ann Huizingh

E-mail Address: lynnann@swshelternetwork.com

Mailing Address: PO Box 620546

Telephone No.: 720-515-9313

Fax No.: _____

County Representative:

County Representative: Director of Workforce and Community Development Email Address: kdouglas@jeffco.us

Mailing Address: 3500 Illinois St., Golden, CO 80401

Telephone No.: 303-271-8372

Fax No.: 303-271-4708

Key Notices: (To be completed for sending Key Notices as provided in paragraph 7 of the Contract)

The Subrecipient:

Contact Name: Lynn Ann Huizingh

Address: PO Box 620546

Address: Littleton, CO 80162

Telephone No.: 720-515-9313

Email Address: lynnann@swshelternetwork.com

The County:

Division/Department: Community and Workforce Development

Address: 3500 Illinois St.

Address: Golden, CO 80401

Telephone No.: 303-271-8372

Email Address: kdouglas@jeffco.us

Contract Price:

Not-to-Exceed Amount: \$250,000.00

Term:

Date by which all Project services will be completed (Completion Date): December 31, 2021

Period of Completion shall be from the date of execution by the County (Effective Date) through the Completion Date.

Contract termination date shall be determined as provided in Section 4.

Attachments:

- ☒ Scope of Services and Schedule of Completion of Services, Exhibit 1
- ☒ Project Budget, Exhibit 2
- ☒ Insurance, Exhibit 3
- ☒ Federal, State and County Statutory and Regulatory Provisions, Exhibit 4
- ☐ Income Guidelines, Exhibit 5
- ☒ Grants, Expenditure Authorizations/Award Letters: (list): Funding Approval Agreement between U.S. Housing and Urban Development (HUD) and Jefferson County for Funding Years identified above ("Funding Approval Agreement") incorporated herein whether or not attached hereto,
- ☐ Other Attachments, Exhibit _____
- ☐ Other: _____

This Contract is made and entered into by and between THE COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate, (the "County"), THE CITY OF LAKEWOOD ("Lakewood"), THE CITY OF ARVADA ("Arvada"), and the party identified on page 1 of this Contract as the Subrecipient (the "Subrecipient"), and

WHEREAS, the parties wish to enter into this Contract to carry out a Community Development Block Grant ("CDBG") activity.

NOW, THEREFORE, for and in consideration of the monies to be received, covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES/SCHEDULE OF COMPLETION/NATIONAL OBJECTIVE. The Subrecipient shall expeditiously do, perform, and carry out, in a satisfactory and proper manner, all of its obligations and responsibilities described or reasonably implied in this Contract and in Exhibit 1, the "Scope of Services and Schedule of Completion" (the "Project"), which performance shall not extend beyond the end of the Period of Completion, and shall provide the services and personnel, and furnish all related materials, equipment and supplies necessary to accomplish the Project in a manner satisfactory to the County and in accordance with the terms, conditions and other provisions of this Contract. As a part of such performance, the Subrecipient shall substantially adhere to the terms of Exhibit 1, which is attached hereto and incorporated herein by reference. The Project shall meet a National Objective as required by Federal laws and regulations. This National Objective shall be set forth in Exhibit 1.
2. PROJECT BUDGET.
 - A. The County, Lakewood and Arvada shall provide funds to the Subrecipient in an amount not to exceed the Contract Price set forth on page 1 of this Contract. This is a fixed cost agreement, and the amount set forth above shall cover all direct costs, services, materials, equipment, and supplies used or expended pursuant to this Contract. CDBG funds may not be used for indirect costs.
 - B. Funds under this Contract shall be spent as set forth in the "Project Budget," which is attached hereto as Exhibit 2 and incorporated herein by reference.
 - C. The Subrecipient shall adhere to the Project Budget to the fullest practicable extent, but the Subrecipient is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the County in the manner set forth in the section titled Amendments.
 - D. The Subrecipient will not be reimbursed for costs incurred prior to the Effective Date of this Contract and, if applicable to the Project, prior to receiving written confirmation from County that the necessary environmental reviews have been completed. The County may, however, pay for costs incurred prior to the Effective Date of this Contract if costs are incurred after the date funds may begin to be used as provided in the applicable Funding Approval Agreement between the County and HUD, the costs were incurred after any necessary environmental review is complete, the costs are in conformance with HUD regulations, and the costs were approved in writing by the County Representative.
 - E. Environmental Review Procedures - Funds shall not be obligated or utilized for any activities requiring a release of funds by the County and United States Department of Housing and Urban Development ("HUD") under the Environmental Review Procedures for the CDBG program at 24 CFR Part 58 until such release is issued in writing by the County and HUD. Administrative costs, reasonable engineering and design costs, and costs of other exempt activities identified in 24 CFR § 58.34(a)(1) through (10) do not require a release of funds by HUD. For categorically excluded activities listed in 24 CFR § 58.35(a), the Subrecipient must collaborate with the County to make and document a determination that the activities are exempt because there are no circumstances which require compliance with any other Federal laws and authorities as cited at 24 CFR § 58.5 prior to the Subrecipient incurring costs for such activities. For projects not exempt under 24 CFR § 58.34 or categorically excluded under 24 CFR § 58.35, the Subrecipient must collaborate with the County to prepare an Environmental Assessment and make a finding as described in 24 CFR §§ 58.36 through 58.45. The finding must be published and disseminated to the public prior to the Subrecipient incurring costs for such projects. If applicable, no funds shall be distributed under this Contract until a finding of no significant impact is established.
 - F. The Subrecipient agrees to utilize funds available under this Contract to supplement rather than to replace funds otherwise available.
 - G. If Program Income, as defined at 24 CFR § 570.500(a), is generated from this Project ("Program Income"), the Subrecipient shall comply with all terms of this Contract applicable to Program Income and all terms of the current Program Income Reuse Plan between the County and the Subrecipient, the terms of which are incorporated into this Contract by reference.
 - H. If Program Income is generated from the Project and remitted to the County, the County may allow the Subrecipient,

as provided in the Scope of Services or at the County's discretion, to apply for reimbursement from the Program Income held by the County to pay for services rendered by the Subrecipient that are the same type of services described in the Scope of Services. To request reimbursement from Program Income, the Subrecipient will be required to submit drawdown requests in conformance with all federal rules and regulations and the Jefferson County Community Development Reimbursement Request Requirements Policy established by the Community Development Director which is currently in effect or as it is amended in the future.

3. PERIOD OF COMPLETION. The Period of Completion for the Project shall be the time period set forth on page 1 of this Contract and in the Schedule of Completion set forth in Exhibit 1 (the "Period of Completion").
4. TERM OF CONTRACT. The term of this Contract shall be effective from the date of execution by all parties (the "Effective Date"). Work performed, or costs incurred by the Subrecipient prior to the Effective Date shall not be reimbursed by the County except as permitted by Section 2(D) of this Contract. The term of this Contract and all provisions herein shall terminate upon the Completion Date set forth on page 1 of this Contract unless sooner terminated as provided in this Contract, except that the Contract and its terms shall be automatically extended to and cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including Program Income. If the Subrecipient receives Program Income after the Completion Date, the terms of this Contract shall continue in effect during the time period that the Subrecipient continues to perform services funded by Program Income. Further, the term of this Contract and all provisions herein shall also be extended until such time as any real property which is acquired or improved in whole or in part with CDBG and Program Income funds in excess of \$25,000.00 has begun to meet the CDBG National Objective identified in Exhibit 1 and met the CDBG National Objective for a period of five (5) years (or longer if the Scope of Services or Program Income Reuse Plan provide a longer period), unless sooner terminated as provided in this Contract.

If the Subrecipient fails to substantially adhere to the Scope of Services and Schedule for Completion of Services set forth in Exhibit 1, the County shall have the right to terminate this Contract, and the Subrecipient shall thereupon forfeit any unexpended Project funds, unless it is determined by a court of competent jurisdiction that there were extenuating circumstances beyond the control of the Subrecipient and the goals or purposes of the Project can still reasonably be accomplished.

5. SUBRECIPIENT DEFINITION. For the purposes of this Contract, the term "Subrecipient" shall mean: a public or private nonprofit agency, authority or organization receiving CDBG funds from the County to undertake activities described herein.
6. ACTIVITY RESPONSIBILITY, REPRESENTATIVES, AND COMMUNICATION. The individuals identified on page 1 of this Contract are designated for the purposes of this Contract as the County Representative and the Subrecipient's representative (or their successors or assigns). Lakewood designates Amy DeKnikker, CDBG Program Manager, as its representative for the purposes of this Contract. Arvada designates Carrie Espinosa, Manager of Housing Preservation and Resources, caespinosa@arvada.org, as its representative for this Contract. All applicable invoices, statements, inquiries, and replies between the parties' representatives shall be addressed and served upon the respective representatives at their respective addresses. Key Notices, as defined below, shall be sent in accordance with the following section.
7. Key Notices.

- A. "Key Notices" under this Contract are notices regarding any Contract default, Contract dispute, termination of the Contract, or changes in a party's representative or the representative's address or the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (B) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (A)(ii) or (A)(iii) above. All other daily communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the addresses specified on page 1 under the Key Notices Section or below, as appropriate. The parties shall give written notice of any change of address in accordance with this section. All Key Notices to the County shall include a reference to the Contract, including the Subrecipient's name and the date of the Contract and a copy of any Key Notice shall also be sent to the Jefferson County Attorney as follows:

Jefferson County Attorney
100 Jefferson County Parkway, #5500
Golden, Colorado 80419

Tele: (303)-271-8900
Email: CAOContracts@jeffco.us

Key Notices to Lakewood shall be sent to the following address:

Amy DeKnikker, CDBG Program Manager
City of Lakewood
480 S. Allison Pkwy.
Lakewood, CO 80226
amydek@lakewood.org.

Key Notices to Arvada shall be sent to the following address:

Mark G. Deven, City Manager
City of Arvada
8101 Ralston Road
Arvada, CO 80001
mdeven@arvada.org

With a copy to:

Rachel A. Morris, City Attorney
City of Arvada
8101 Ralston Road
Arvada, CO 80001
rmorris@arvada.org

- B. Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

The parties may change their representative or their representative's address at any time by written notice to the other party.

8. METHOD OF PAYMENT.

- A. The Subrecipient shall request reimbursement either on the basis of a lump sum payment upon completion of the Project or on the basis of periodic payments during the course of the Project as the work progresses.
- B. Requests for periodic reimbursements shall be in a form acceptable to the County and shall be submitted to the County Representative for review and approval. Requests for periodic, partial reimbursements shall not be submitted more frequently than two times per month and shall be supported and documented on the basis of costs actually incurred by the Subrecipient on the Project during the period for which reimbursement is requested. The Subrecipient shall provide all supporting documentation to verify expenditures as specified or requested by the County and/or required by current audit practices or County or HUD policies.
- C. In no event shall the County, Lakewood or Arvada be liable for or pay any extra costs, overruns or additional amounts in excess of the Contract Price; provided, however, that this provision shall not prevent the Contract Price from being increased or decreased by an amendment to this Contract or by requests for reimbursement from Program Income generated by the Project and previously paid to the County by the Subrecipient.
- D. The County agrees to pay the Subrecipient only from those CDBG funds paid to the County by HUD pursuant to the Funding Approval Agreement between the County and HUD for the funding years set forth on page 1 of this Contract or from Program Income as provided in this Contract. The Subrecipient shall be subject to the terms and conditions of said Funding Approval Agreement.

E. The Subrecipient shall submit all invoices and requests for reimbursements for compensation due under this Contract no later than forty-five (45) days after the end of the applicable Period of Completion or after termination of this Contract, whichever event occurs first. All invoices and requests for reimbursements shall be for work performed in the performance of the Project or services performed under the provisions of a Program Income Reuse Plan within the applicable Period of Completion or as thereafter amended. All Project work or services not conducted within the applicable Period of Completion shall not be eligible for reimbursement under this Contract. Any request for payment made after the applicable forty-five (45) day periods described herein shall be considered untimely and may be denied, unless arrangements for additional days have been requested by the Subrecipient and approved by the County in advance of the termination of this Contract. Such approval by the County shall not be unreasonably withheld. The Subrecipient hereby waives all rights, interests or claims to any funds or compensation from the County for services rendered or costs incurred under this Contract not invoiced or requested for reimbursement and made in writing to the County before the end of the 45-day periods described herein or termination, whichever event occurs first.

F. The County Representative shall have the authority to pay CDBG funds in advance of expenditure by the Subrecipient, at the sole discretion of the County Representative, when Project completion may be jeopardized due to unforeseen circumstances of the Subrecipient and the Project is deemed necessary to meeting the goals of the County's Consolidated Plan.

G. Contractor's Settlement. If the Project involves construction or rehabilitation and CDBG funds are used for the construction or rehabilitation on any one property in excess of Fifty Thousand Dollars (\$50,000.00), final payment shall not be made to contractors until the Subrecipient has approved the payment and a notice of contractor's settlement has been published in accordance with Colorado Revised Statutes (C.R.S.) § 38-26-107. The County will condition the award upon receipt of any duly executed approvals of the corporate surety or sureties issuing the bonds required hereunder. Such final settlement shall be published as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), payment and settlement shall be made in full (the "Final Acceptance").

If the Project involves construction or rehabilitation and the cost of construction for any property is Fifty Thousand Dollars (\$50,000.00) or less, the Subrecipient shall ensure that lien waivers are obtained from all contractors, suppliers and subcontractors who provide materials or labor for the Project on such property prior to final payment to each contractor, supplier and subcontractor and prior to payment or reimbursement by the County for such costs.

9. HUD FUNDS. The County's obligation to make payment to the Subrecipient pursuant to this Contract is contingent upon CDBG funds for that purpose being paid to the County by HUD. If such CDBG funds are not paid to the County by HUD, this Contract shall terminate. The Subrecipient agrees that it will include in every contract into which it enters and agrees to pay CDBG monies that it relies on CDBG monies for funding. The Subrecipient shall also include in such contracts a clause that will protect itself and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason.

10. INSURANCE BOND GUARANTY AND SUBCONTRACTORS.

A. The Subrecipient shall procure and maintain insurance coverage from an insurer licensed to do business in Colorado in the types and amounts set forth on Exhibit 3, which is attached hereto and incorporated herein by this reference. Any deviations below such insurance requirements must be approved by the County's Safety & Compliance division. The Subrecipient shall furnish the County with copies of certificates of all required insurance prior to commencing the Project. The certificates shall identify this Contract. The County reserves the right to reject any insurer it deems not financially acceptable based on insurance industry resources.

During the term of this Contract the Subrecipient shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Subrecipient shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Subrecipient shall request from its insurance company an endorsement to the insurance policy for this Contract which will require the insurance company to provide the County with notice of cancellation of the policy. The Subrecipient shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.

B. Performance and Labor and Materials Bond. If the Project involves construction or rehabilitation, and the cost for such construction or rehabilitation on any one property exceeds Fifty Thousand Dollars (\$50,000.00), the Subrecipient shall ensure that its contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Project the surety

on the bonds is disqualified from doing business in Colorado, or becomes insolvent or otherwise impaired, the Subrecipient's contractors shall furnish bonds from an alternate surety acceptable to the County and the Subrecipient. The bonds shall be delivered to the County Representative prior to the commencement of work and shall remain in effect until Final Acceptance, including completion of all warranty and guaranty work. The contractors shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or Contract amendment or Program Income Reuse Plan. If the Project involves construction or rehabilitation and the cost of construction for any property is Fifty Thousand Dollars (\$50,000.00) or less, the Subrecipient shall ensure that lien waivers are obtained from all contractors, suppliers and subcontractors who provide materials or labor for the Project on such property prior to final payment to each contractor, supplier and subcontractor and prior to payment or reimbursement by the County for such costs.

C. Guarantee. If the Project involves construction or rehabilitation, the Subrecipient shall ensure that its contractors will guarantee the Project work against defects in workmanship and materials for a period of one (1) year commencing on Final Acceptance or upon issuance (the "Guarantee Period"). The Subrecipient's contractors shall also assign to the County and the Subrecipient any longer-term guarantee of materials used by any contractors as may be provided by the manufacturer. The Subrecipient shall ensure that its contractors promptly replace any materials or re-perform any portion of the work found to be defective within the Guarantee Period in accordance with the Contract and without expense to the County or the Subrecipient. If contractors fail to proceed promptly in accordance with these guarantees, the County or the Subrecipient may have the work performed at the expense of the contractor.

D. Subcontractor/Indemnification. The Subrecipient shall include a clause in all their subcontracts for projects involving construction or rehabilitation which states that "The Contractor shall promptly pay all subcontractors, material suppliers, laborers and employees, and shall require all subcontractors to do likewise and shall keep the property free from all liens, claims or judgments, and shall indemnify, defend, and hold harmless the property owner, the County of Jefferson, Federal Government, and the Subrecipient from and against any and all such liens, claims or judgments and from and against any and all suits, actions or proceedings and costs, including attorneys' fees for defending such suits, actions or proceedings." Further, the Subrecipient agrees to indemnify, defend, and hold harmless the County, the federal government and any homeowner whose property is encumbered by a lien from a contract entered into by the Subrecipient for labor or materials for said homeowner's property, from and against any and all such liens, claims or judgments and from and against all suits, actions or proceedings and costs, including attorneys' fees for defending such suits, actions or proceedings. If any lien, claim or judgment is filed against the property and such lien, judgment or claim is not cleared from the property records of Jefferson County, the Subrecipient shall either pay such lien, claim or judgment or cause such lien, claim or judgment to be released from the property records for such property.

11. INDEPENDENT CONTRACTOR. In performing the Project work or services, the Subrecipient acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate workers' compensation insurance, general liability insurance and any other insurance required under this Contract. The Subrecipient's employees are not and shall not become employees, agents or servants of the County hereunder. The Subrecipient and the Subrecipient's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Subrecipient or some other entity and the Subrecipient is obligated to pay Federal and State income tax on any monies paid pursuant to this Contract.

12. SUBRECIPIENT AND INDEMNIFICATION. The Subrecipient agrees to and does indemnify, defend, and hold the County, Lakewood, Arvada, and their respective officials, agents and employees harmless from and against any and all claims, losses, damages, injuries and expenses (including attorneys' fees) relating to or arising out of the acts or omissions of the Subrecipient or its officers, employees, agents or subcontractors in connection with this Contract. This indemnification and hold harmless provision shall survive completion of the Project and termination of this Contract. Nothing herein shall be construed as a waiver of defenses available to the County, Lakewood or Arvada under the Governmental Immunity Act.

13. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND INDEMNIFICATION WITH RESPECT THERETO. The Subrecipient specifically agrees to comply in the performance hereof with all of the requirements set forth in Exhibit 4, which is attached hereto and incorporated herein, and with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Scope of Services or that may be or become applicable to the Project even though not stated herein. The Federal regulations located in 2 CFR Part 200, as modified by 24 CFR Part 570, are hereby incorporated into this Contract.

In addition, performance of work involving any physical construction or improvements shall conform to applicable building permit and inspection requirements of the County or the applicable jurisdiction. The Subrecipient does hereby agree to indemnify, defend, and hold the County harmless from any fine, penalty, loss, damage or liability the County may

incur or suffer, including attorneys' fees, arising from the performance of the Contract by the Subrecipient or its subcontractors, officers, employees or agents.

14. QUARTERLY PERFORMANCE REPORT. The Subrecipient shall prepare and submit to the County at least every three (3) months a detailed Quarterly Performance Report no later than fifteen (15) days after the end of each quarter beginning upon Contract execution and lasting until the Project is completed, the Subrecipient no longer remains in control of any Program Income, the Subrecipient no longer intends to apply for reimbursement from Program Income or until all real property acquired with CDBG funds has met the CDBG National Objective as required by this Contract and HUD regulations, whichever period is greater. Said report shall be in a format approved by the County and shall be directly related to the Project and Project Budget. The contents of the report shall provide data and information to County to be used for coordinating, monitoring and evaluating the Project to its completion and the tracking of Program Income. Failure to submit said report may constitute grounds for withholding compensation.
15. ADVERTISEMENT AND PUBLIC NOTICES. The Subrecipient shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CDBG funds or Program Income includes the following statement: "The funding source for this activity is Community Development Block Grant Funds made available through the Community Development Program of Jefferson County, Colorado."
16. TERMINATION AND EXCUSABLE DELAYS.

- A. Termination for Cause. If, for any reason, the Subrecipient shall fail to substantially perform the work required by the Scope of Services under this Contract or fails to ensure the performance of the work called for herein, by legal means if necessary, with such diligence as will ensure its completion within the Period of Completion of this Contract or as the period may have been amended, or materially fails to comply with any of the terms, conditions, or other provisions of this Contract which shall constitute a violation or breach of this Contract, the County may, for cause, terminate this Contract in advance of the end of the stated Period of Completion by giving written notice to the Subrecipient at least 5 working days in advance of the effective termination date and shall state in the notice the reason or reasons for the termination. In the event of termination under this subparagraph, the Subrecipient shall be paid for all work satisfactorily completed in accordance with the terms of this Contract and all applicable laws and regulations and commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid; provided, however, that the Subrecipient shall not be paid nor be considered eligible for payment of termination expenses, incidental, direct or consequential costs or damages or loss of profits due to the termination or for any expenses for real estate acquisition, development, construction, repair, remodel or related expenses if such expenses are for a real property that will not be used to meet a National Objective as required by this Contract.

The County may terminate or suspend this Contract for cause if Subrecipient fails to comply with any terms of this Contract, which include, but are not limited to, the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Contract;
- (3) Ineffective or improper use of funds provided under this Contract; or
- (4) Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

In addition to the other remedies available to it, in the event the County terminates this Contract due to the Subrecipient's failure to cure any default as provided herein above or due to the Subrecipient's breach or violation of any covenant, agreement or assurance herein, the County retains the right and may, at its option, make written demand for repayment of, and the Subrecipient shall immediately upon receipt of such written demand of the County, repay all sums received by the Subrecipient from the County under this Contract as of the date of said demand, plus interest thereon at the legal rate plus all expenses incurred by the County, including reasonable attorney's fees incurred in recovering said sums, except that Subrecipient may retain amounts which reflect payment for work satisfactorily completed in accordance with the terms of this Contract and all applicable regulations for expenditure of CDBG funds if such amounts are not for any expenses for real estate acquisition, development, construction, repair, remodel or related expenses if such expenses are for a real property that will not be used to meet a National Objective as required by this Contract. Any payments to the Subrecipient upon termination shall only be from CDBG funds received by the County and payments shall only be made if approved for payment by HUD.

- B. Termination for the Convenience of the County. This Contract may be terminated by the County at any time. In such event, the County shall give notice thereof to the Subrecipient as provided in subparagraph A above, and the Subrecipient shall be paid for all work satisfactorily completed commensurate with the amount of work done on the

Project up to the date of termination less all amounts previously paid and except that no payment shall be made for any expenses for real estate acquisition, development, construction, repair, remodel or related expenses if such expenses are for a real property that will not be used to meet a National Objective as required by this Contract. Except as provided above, the Subrecipient shall be paid any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination. The payments to the Subrecipient upon termination shall only be from CDBG funds received by the County and payments shall only be made if approved for payment by HUD.

- C. Records and Subcontracts. Upon any termination of this Contract in advance of its expiration date and at the discretion of the County, all undelivered documents, maps, models, photographs, reports or copies thereof, materials, equipment, supplies or other items prepared by the Subrecipient or its subcontractors for use in the Contract work, shall be delivered to the County in their state of preparation at the time of termination subject to the provisions of any termination agreement or order providing otherwise. The Subrecipient shall also immediately notify the County of all subcontracts, purchase orders or other commitments of the Subrecipient which shall be outstanding on the termination date and shall take such action with respect thereto as the parties hereto shall mutually determine. No termination hereunder shall relieve the Subrecipient of its responsibilities to maintain Project records in accordance with this Contract.
 - D. Reversion of Assets. Upon the termination of this Contract the Subrecipient shall transfer to the County any CDBG or Program Income funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG or Program Income funds. Any real property that was acquired or improved in whole or in part with CDBG or Program Income funds in excess of \$25,000.00 shall upon the termination of the Contract either meet a CDBG National Objective for at least five years thereafter (or longer if the Scope of Service or Program Income Reuse Plan provide a longer period) or the Subrecipient shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The Subrecipient shall not change the use of any such property from that for which the acquisition was made unless affected citizens have been provided with reasonable notice of and opportunity to comment on any proposed change, the County has approved such change of use and the change in use has met all applicable Federal laws and regulations. The provisions of this section shall survive termination of this Contract.
 - E. Termination Hearings and Appeals. Prior to any termination, the Subrecipient retains the right to such hearing, appeal, or other administrative proceeding as the Subrecipient is entitled to under applicable statutes or regulations.
 - F. Reallocation. Upon termination of this Contract for any reason or expiration of the Period of Completion, the County shall be entitled to allocate to other qualifying entities and projects any CDBG funds not utilized by the Subrecipient for the Project and services described in Exhibit 1 or any assets which reverted to the County pursuant to subparagraph D above.
17. CLOSE-OUTS. The Subrecipient's obligations to the County under the terms of this Contract shall not end until all close-out requirements are completed as determined by the County and HUD for the Project or any additional services provided under a Program Income Reuse Plan. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, copies of transferred records, and receivable accounts to County upon closeout or upon the County's request), and determining the custodianship of records.
 18. VIOLATIONS AND BREACHES OF CONTRACT. Notwithstanding any provision appearing to the contrary, the County may take any or all of the following actions when the Subrecipient fails to comply with any applicable Federal law or regulation, including all HUD requirements applicable to the Project, or any provision found in this Contract:
 - A. The County may impose additional conditions on the Subrecipient, as provided in 2 CFR § 200.207 and 2 CFR § 200.338.
 - B. The County may withhold payments or disbursements under this Contract to the Subrecipient.
 - C. The County may recommend to HUD suspension or debarment proceedings for the Subrecipient.
 - D. The County may pursue all other remedies legally available to it.
 - E. The Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Contract by the Subrecipient. The County may withhold payment of compensation to the Subrecipient for the purpose of setoff until such time as the exact amount of damage incurred by the County which would be due from the Subrecipient is determined and paid. Such damages may include funds that the County must return to HUD because of HUD's disqualification of any or all of the services described in the Scope of Services.
 19. AMENDMENTS.

- A. Any party to this Contract may request amendments to this Contract at any time, but no amendment shall be binding unless it is mutually agreed upon by the parties to this Contract in a properly executed document. All amendments shall be properly authorized and executed prior to any work being performed thereon. This section notwithstanding, extensions of the Period of Completion may be made in accordance with the provisions of subsection B below; minor modifications may be made in accordance with the provisions in subsection C below if approved by the County at the County's sole discretion; and amendments resulting from changes in laws, rules or regulations may occur in accordance with subsection D below.
 - B. The County Representative is hereby delegated the authority to grant extensions of the Completion Date in writing when such extensions are determined by the County Representative, in his or her sole discretion, to be necessary for the satisfactory completion of the Project. All requests by the Subrecipient to extend the Completion Date shall be submitted in writing to the County Representative for review. If such extension is approved, the County Representative shall endorse the Subrecipient's request accordingly for and on behalf of the County, and it shall thereupon be appended to this Contract and become an amendment hereof.
 - C. The Subrecipient shall adhere to the Scope of Services and the Project Budget as set forth in Exhibit 1 and 2, respectively, but the Subrecipient may request minor changes to the Scope of Services and Project Budget as necessary for the satisfactory completion of the Project, which requests may be approved in writing by the County Representative as provided herein or as provided in any current or future policy adopted by the Board of County Commissioners. The County Representative may approve written requests for adjustments in budget line items as determined necessary by the County Representative provided the change does not exceed the total amount awarded. The County Representative may approve written requests for minor Project modifications affecting less than \$10,000 of the Project award amount, if the modification is determined by the County Representative to be necessary for the satisfactory completion of the Project and would not change the National Objective or activity category as designated for the original Project. Such minor modifications, however, may only be approved by the County Representative if the total award amount would not change, and if the modification would not result in expenditures that are ineligible for reimbursement.
 - D. Any change in or new Federal, State or local law, rule, Executive Order, OMB circular, or other regulation, which applies to projects funded by CDBG funds, shall be deemed to be incorporated into this Contract.
20. INTEGRATED DOCUMENT. This Contract including all exhibits embodies the entire understanding between the County and the Subrecipient for the Scope of Services and their terms and conditions. No verbal agreements or conversation with any officer, agent or employee of the County or Subrecipient prior to or subsequent to the execution of this Contract shall affect or modify any of the terms or obligations contained in any documents comprising this Contract.
 21. NON-ASSIGNABILITY. The Subrecipient's rights and responsibilities under this Contract shall not be assigned or transferred by the Subrecipient without the prior, written consent of the County. This Contract is voidable by the County if assigned by the Subrecipient without the prior written consent of the County. Subcontracts or purchase orders for equipment, materials or supplies, or for assistance in the performance hereof, are permissible where undertaken in accordance with applicable Federal procurement requirements.
 22. SUCCESSORS. Except as herein otherwise provided, this Contract shall take effect to the benefit of and be binding upon the parties, or any contractors, subcontractors, representatives or agents hereto, and their respective successors and assigns.
 23. JURISDICTION. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such state, and the courts of such state shall have sole and exclusive jurisdiction of disputes or litigation arising hereunder.
 24. VENUE. Venue for any and all legal actions arising hereunder shall live in the District Court in and for the County of Jefferson, State of Colorado.
 25. INCORPORATION BY REFERENCE. All of the parts of this Contract and those which may become properly appended hereto, and all applicable Federal, State, and local laws, rules, regulations, circulars, and Executive Orders pertaining to the Community Development Block Grant Program and this Project, and the Funding Approval Agreement executed by the United States Department of Housing and Urban Development and the County and any other document referenced for incorporation are incorporated herein by this reference.
 26. SEVERABILITY CLAUSE. The declaration by any court or other binding legal authority that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract unless said provisions are mutually dependent.

27. **SURVIVAL OF TERMS.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract, and the exhibits and attachments hereto, which may require continued performance or compliance beyond the Completion Date or the termination of this Contract shall survive such termination and Completion Date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Contract.
28. **AUTHORIZATION TO WORK.** If the Subrecipient has any employees or subcontractors, the Subrecipient shall comply with C.R.S. §8-17.5-101, et seq., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, the Subrecipient certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Subrecipient will participate in either the E-Verify Program or Department Program (as those terms are defined in C.R.S. §8-17.5-101) in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
- A. The Subrecipient shall not:
- (1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - (2) Enter into a contract with a subcontractor that fails to certify to the Subrecipient that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. The Subrecipient has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Contract through participation in either the E-Verify Program or Department Program.
- C. The Subrecipient shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If the Subrecipient obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Subrecipient shall:
- (1) Notify the subcontractor and the County within three days that the Subrecipient has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Subrecipient shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. The Subrecipient shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).
- F. If the Subrecipient violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Subrecipient is so terminated, the Subrecipient shall be liable for actual and consequential damages to the County as required by law.
- G. The County will notify the Office of the Secretary of State if the Subrecipient violates this provision of this Contract and the County terminates the Contract for such breach.
29. **REPRESENTATION - PARTIES AUTHORIZED TO SIGN.** The parties hereby stipulate and represent that all procedures necessary to authorize the execution of this Contract have been performed and that the persons signing for each of the parties have been authorized to do so.
30. **DELEGATION.** The County Representative or her appointed designee is hereby authorized to execute on behalf of the County any documents necessitated by this Contract, but which do not alter the terms of this Contract. Such documents shall include, but not be limited to, collateral assignments, subordination agreements and releases of deeds of trust or other collateral.
31. **WAIVER.** The County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
32. **ELECTRONIC SIGNATURES.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed on the day, month and year below.

SUBRECIPIENT:
SEVERE WEATHER SHELTER NETWORK, A COLORADO
NONPROFIT CORPORATION

By: *Lynn Ann Huizingh*
Lynn Ann Huizingh, Executive Director

Date: 2/24/2021

STATE OF COLORADO
COUNTY OF Jefferson

The foregoing Contract was acknowledged before me this 24th day of February, 2021, by Lynn Ann Huizingh, as Executive Director of Severe Weather Shelter Network, the Subrecipient herein named

ALAKSANDRA SEVIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194045193
MY COMMISSION EXPIRES DECEMBER 5, 2023

[Signature]
Notary's official signature

DAN# 20194045193-094115

CITY OF ARVADA, STATE OF COLORADO

By: *Mark Deven*
Mark Deven, City Manager - with authority granted
pursuant Sec. 26-38 for temporary emergency authority due to the
COVID-19 Pandemic

Date: 3-18-21

ATTEST:

Gustav R. Rush
City Clerk

3/18/2021
Attestation Date

Approved as to form by:

Rachel Morris
For Rachel Morris, City Attorney



Decision of City Manager Approving Agreement
ratified:

By: _____
Marc Williams, Mayor of the City of Arvada

Date: _____

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed on the day, month and year below.



ATTEST:

Bruce Roome
Bruce Roome, City Clerk

CITY OF LAKEWOOD, STATE OF COLORADO

Kathleen E. Hodgson
Kathleen E. Hodgson, City Manager

3/9/2021
Attestation Date

Approved as to form:

Gregory D. Graham
Gregory D. Graham, Deputy City Attorney

Recommended and approved as to content:

Travis Parker
Travis Parker, Director
Planning Department

Amy DeKnicker
Amy DeKnicker, Principal Planner/CDBG Prgm Mgr.

Approved as to funding (if \$5,000 or greater):

Holly Björklund
Holly Björklund, Chief Financial Officer

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed on the day, month and year below.

COUNTY OF JEFFERSON,
STATE OF COLORADO

By: Mary Berg
Mary C. Berg, Executive Director
Department of Human Services
3/23/2021
Date: _____

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this 23rd day of March, 2021, by Mary C. Berg, as Executive Director of the Department of Human Services of Jefferson County, Colorado.

DocuSigned by: Ala Sevier
Notary Public
A6ACAEF9EDEC4DE
DAN# 20194045193-122797

ALAKSANDRA SEVIER
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20194045193
My commission expires 12/5/2023

APPROVED AS TO FORM:

Jean Biondi
Digitally signed by Jean Biondi
DN: cn=Jean Biondi, o=Jefferson County,
ou=County Attorney's Office,
email=jbiondi@jeffco.us, c=US
Date: 2021.03.22 11:18:41 -0600

Jean R. Biondi
Assistant County Attorney

Exhibit 1
Community Development Block Grant
Scope of Services and Schedule of Completion

A. Service Description

Severe Weather Shelter Network (the “Subrecipient”) shall use the CDBG-CV Contract funds to provide emergency overnight shelter on severe cold weather nights and life-threatening winter nights for individuals living on the streets. The COVID-19 pandemic created a need to move from a congregate shelter model to a non-congregate model - both for preventing the spread of COVID in a congregate setting and the need for paid staff as opposed to volunteers. During the term of this Contract, services (the “Services”) shall include but not be limited to:

- (1) Assisting in providing transportation of individuals via Metro Taxi and/or RTD bus service to a designated motel;
- (2) Facilitating motel services to house individuals needing shelter in Jefferson County (including Arvada and Lakewood, the North and Central regions of the shelter network). In accordance with CDBG regulations, all motel voucher payments shall be made directly to the motel providers;
- (3) Provide a Regional Coordinator to assist in the implementation, management, and reporting for all motel voucher use; and
- (4) Provide registration & voucher staff to assist in the intake and distribution of all motel vouchers through designated partner locations on designated shelter days.

Severe cold weather exists (a) during wet weather when overnight temperatures are predicted to be 32 degrees or colder; and (b) during dry weather when overnight temperatures are predicted to be 20 degrees or colder.

The Subrecipient will perform its obligations described herein for the public benefit in compliance with all applicable Federal, state, and local rules and regulations governing these funds under 24 CFR 570 and 2 CFR 200, and in a manner satisfactory to the County. These Services meet the CDBG National Objective of benefiting low- and moderate-income persons.

B. Eligibility

Individuals experiencing homelessness are deemed to meet the income and residency eligibility requirements for CDBG.

C. Reimbursement of Eligible Costs

The Subrecipient may seek reimbursement for the following expenses incurred in accordance with the terms of this Contract up to the dollar amount listed in Exhibit 2:

1. Motel voucher payments made on behalf of individuals experiencing homelessness; and
2. Staff time incurred in the performance of the Services identified above.

The Subrecipient will submit monthly reimbursement draw requests from the County for allowable costs incurred in the performance of the Services. The County shall be responsible for up to \$100,000.00 of the Contract Price. Lakewood and Arvada shall each be responsible for up to \$75,000.00 of the Contract Price. Upon receipt of each draw request, the County will collaborate with Lakewood and Arvada to properly allocate allowable expenses among one another, and each party will make payment directly to the Subrecipient for their respective portion.

The Subrecipient shall maintain program and financial records documenting all Subrecipient expenses for which reimbursement is sought through this Contract in accordance with the requirements below.

D. Outcome Measures

The Subrecipient shall provide Services to approximately 115 persons per night for 34 nights from January to April 2021 and 115 guests per night for 31 nights from October to December 2021.

E. Reporting Requirements

The Subrecipient shall provide quarterly performance reports through the Homeless Management Information System (“HMIS”) addressing the numbers of persons served, the numbers of vouchers provided, the demographic information required by HMIS, the reimbursement draws submitted and such other information as is requested by the County. Quarterly reports shall be due following the four periods: (1) Q1, January 1 to March 31; (2) Q2, April 1 to June 30; (3) Q3, July 1 to September 30; and (4) Q4, October 1 to December 31.

Exhibit 2: Project Budget

Contractor:	Severe Weather Health Network
Funding Source:	Jefferson County, Lakewood and Arvada CDBG-CV funds
Funding Year:	2021

Community Development Block Grant BUDGET	
<i>List budget items and amounts to be paid for with the awarded CDBG funds.</i>	
Budget Item	CDBG Amount
<i>Personnel (Personnel & Mileage (Applies only to earnings of staff performing direct project delivery and shall not exceed 20% of CDBG program budget. Salary reimbursements and only be paid if salary rates are approved in writing by the County Representative prior to program start.)</i>	
	\$ -
Staff time providing Services	\$ 140,500.00
	\$ -
TOTAL Personnel	\$ 140,500.00
<i>Travel (Applies only to mileage of direct project delivery staff, at current federal rate.)</i>	
	\$ -
	\$ -
TOTAL Travel	\$ -
<i>Project/Operating Costs</i>	
Motel Voucher Payments	\$ 109,500.00
	\$ -
TOTAL Project	\$ 109,500.00
TOTAL CDBG/HOME BUDGET	\$ 250,000.00

Total Activity/Project Budget BUDGET		
<i>Provide overview of entire activity/project.</i>		
Type of Funds	Amount	
CDBG/HOME Funds	\$	250,000.00
Other Federal Funds	\$	-
Other Public Funds (State/Local/Tax Exempt Bonds)	\$	-
Private Funds		
Other (Please Identify): ESG-CV2 funds for 2020-2021	\$	-
TOTAL ACTIVITY/PROJECT FUNDS	\$	250,000.00
CDBG SHARE	100%	\$ 250,000.00
OTHER FUNDS SHARE	0%	\$ -

EXHIBIT 3
INSURANCE

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County’s certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and excess liability policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer’s liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Excess/Umbrella Liability	\$2M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions	Required

	(SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required

EXHIBIT 4
**FEDERAL AND COUNTY STATUTORY
AND REGULATORY PROVISIONS**

PURPOSE: The work to be performed under this Agreement is on an activity funded all or in part with Federal Community Development Block Grant (CDBG) funds and is subject to applicable Federal laws and regulations. This Exhibit contains applicable Federal laws and regulations. This Exhibit is made a part of the Agreement. In the event of any conflict in the provisions of this Exhibit and any other provision not found in this Exhibit, without specific statement or supersedure, the provisions of this Exhibit shall apply.

1. **HUD REGULATIONS AND REQUIREMENTS.** This Agreement is made pursuant to the authority of Title 1 of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time) constitute part of this Agreement. The Subrecipient agrees to comply with all applicable regulations and requirements of HUD now or hereafter in effect.

2. **ACTIVITY RECORDS.**

- a. **Records to be Maintained.** The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Section 570.506 and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - 1) Records providing a full description of each activity undertaken;
 - 2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 3) Records required to determine the eligibility of activities;
 - 4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - 5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - 6) Financial records as required by 24 CFR Section 570.502 and 2 CFR 200.328 subsections (a) and (e).
 - 7) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- b. **Retention.** The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement, after County's submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time, or after resolution of any litigation, claims, audits, negotiations or other actions that involve the said records, whichever date occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment.
- c. **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request. Client data pertaining to loans generating program income will also be transferred, along with the assets securing the loan, to the County upon project closeout.
- d. **Disclosure.** The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such persons receiving the service and, in the case of a minor, that of a responsible parent/guardian, or unless disclosure is required by the Public Records Law.
- e. **Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties purchased with these CDBG funds and retained by the Subrecipient shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Section 570.503(b)(7).
- f. **Source Documentation.** All Subrecipient costs, expenditures and obligations hereunder must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents or other documents showing in detail the nature of such costs and obligations.

- g. Record Accessibility. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this Agreement shall be clearly identified and be made readily accessible to the County, HUD, and Comptroller General of the U.S., or any of their duly authorized representatives, upon request, for the purpose of making audits, examinations, excerpts and transcriptions. At such times and in such form as may be required, the Subrecipient shall furnish to the County, HUD, or the Comptroller General of the U.S., any of the records, reports, data, information or other documents enumerated in this paragraph at no cost to the requesting agency, unless the volume requested would place a hardship upon the Subrecipient.

3. ACCOUNTING AND FINANCIAL MANAGEMENT.

- a. Bonding Requirements. The Subrecipient shall follow its own bonding requirements for bid guarantees, performance bonds, and payment bonds. For all agreements involving construction work exceeding \$50,000, in addition to the Subrecipient's requirements, the following items shall be required as a minimum to be submitted by the Subrecipient to the County as a condition of the execution of this Agreement: a bid guarantee equivalent to 5% of the bid price, a performance bond for 100% of the Agreement Price, and a payment bond for 100% of the Agreement Price.
- b. Independent Audits. Where work performed under this Agreement is undertaken by a Subrecipient, an audit shall be conducted and submitted to the County in accordance with the applicable requirements of 2 CFR Part 200 Subpart F. If an audit is not required in accordance with 2 CFR 200.501, the Subrecipient shall provide year-end financial information for each fiscal year in which the Subrecipient has received funding from the County for this project.
- c. Indirect Costs Prohibition. All costs to be reimbursed by the County to the Subrecipient shall be direct costs. Such direct costs shall be identified in the Activity Budget spelling out in detail the specific sources and uses of any funds to be expended under this Agreement. No indirect costs (activities that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved) shall be eligible for reimbursement unless the Subrecipient already has a cost allocation plan meeting the requirements of 2 CFR Part 200 Subpart E, which plan is attached hereto and incorporated herein by reference, and written documentation that the plan has been approved by HUD and by the County which shall also be incorporated herein by reference.
- d. Administrative Requirements, Cost Principles and Audit Requirements. The Subrecipient shall comply with the requirements and standards of 24 CFR Section 570.502 and 2 CFR Part 200 Subpart E, or 48 CFR Part 31 for for-profit organizations, and Appendix II to 2 CFR Part 200, as applicable.
- e. Accountability and Transparency. The Subrecipient shall comply and require its subcontractors to comply with requirements established by Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (in Appendix A to 2 CFR part 170).
- f. Program Income. The Subrecipient shall comply with program income requirements set forth in 24 CFR Sections 570.500(a) and 570.504, incorporated herein by reference. Program Income on hand at the time of closeout shall continue to be subject to the eligibility requirements and all other applicable Federal regulations until it is remitted to County.
- g. Travel. The Subrecipient shall obtain prior written approval from County for any travel outside the metropolitan area with funds provided under this Agreement.

- 4. COPYRIGHTS. The County and HUD reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for County or Federal government purposes, the copyright in any work developed pursuant to this Agreement or subagreements, or which Subrecipient purchases with funds under this Agreement pursuant to 2 CFR 200.315(b), incorporated herein by this reference.

5. POLITICAL ACTIVITY AND LOBBYING.

- a. The Subrecipient shall not use any CDBG funds to finance the use of facilities or equipment for political purposes or to engage in partisan political activities.
- b. The Subrecipient certifies by execution of this Agreement that, to the best of its knowledge and belief:
 - 1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (Agreement), the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions and which is available from the County Representative.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that the Subrecipient and all subawardees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00.00 and not more than \$100,000.00 for each such failure.

6. CONFLICTS OF INTEREST.

- a. The Subrecipient and its employees, agent, consultant, officer, or appointed officer (except for the use of CDBG funds to pay salaries and other related administrative or personnel costs) who exercise or have exercised any functions or responsibilities with respect to the County's CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may not obtain a financial interest in or benefit from this Agreement, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Exceptions may only be made with written approval from the County and HUD pursuant to 24 CFR Section 570.611 incorporated herein by this reference.
- b. The Subrecipient shall maintain written standards of conduct covering conflicts of interest, applicable to all employees engaged in the administration of this Agreement, in compliance with 2 CFR 200.318(c)(1) and (2).

7. ENVIRONMENTAL AND HEALTH/SAFETY CONDITIONS.

- a. The Subrecipient agrees to comply with the Clean Water Act, 42 U.S.C. 1857 et seq. and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., as amended.
- b. Complying with Acts specified herein does not release the Subrecipient from complying with other Federal environmental laws and regulations, that were previously unknown or become applicable after the effective date of this Agreement.
- c. National Flood Insurance Program. No funds shall be expended under this Agreement for the purpose of either acquisition or construction activities within a designated area having special flood hazards unless flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) as amended.
- d. Lead-Based Paint. The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act of 1971 and the Residential Lead-Based Paint Hazard Reduction Act of 1992 and 24 CFR Part 35 and all other related Federal regulations. Compliance with Federal laws and regulations shall include, but not be limited to, notification of applicants for rehabilitation assistance of the hazard of lead-based paint for properties constructed prior to 1978 and inspections, required testing and elimination of any lead-based paint hazards for any residential structures constructed prior to 1978 that are to be rehabilitated, modernized or improved under this Agreement.
- e. Asbestos. The Subrecipient where undertaking renovation, rehabilitation, or demolition actions shall follow the notification and strict work practices for asbestos handling, removal, storage and transport as required under 40 CFR Part 61, Subpart M and 40 CFR Part 763 as well as for worker protection standards and exposures as required under 29 CFR 1910.1001 (non-construction), 1926.58 (construction), 40 CFR Part 763, Subpart G, and any applicable local and Jefferson County Health Department regulations.
- f. Clean Air and Water Standards. Where the total amount of this Agreement is greater than \$100,000, the Subrecipient shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which shall be incorporated herein by reference. The Subrecipient shall report all violations of this subparagraph to the County and applicable Federal agencies responsible for the administration of the provisions above.
- g. Fire Prevention. Subrecipient will comply with the provisions of the Fire Administration Authorization Act of 1992 (Pub. L. 102-522) where applicable. Said Act requires multifamily properties constructed after October 26, 1992 for which housing assistance is used to be equipped during construction with automatic sprinklers and hard-wired smoke detectors; multifamily property rebuilt after October 1, 1994 for which housing assistance is used must comply with the Life Safety Code; any other dwelling unit for which housing assistance is provided must be equipped with a hard-wired or battery-operated smoke detector installed in accordance with NFPA 74.

- h. Procurement of Recovered Materials. Subrecipient will comply with the provisions of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, with respect to the procurement of recovered materials where practicable, and solid waste management services that maximize energy and resource recovery.

8. PROHIBITION AGAINST DISCRIMINATION PROVISIONS. The Subrecipient shall ensure that no person in the United States shall on the ground of race, color, religion (in instances of fair housing), sex, national origin, disability (with respect to qualified individuals with disabilities), or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity conducted under this Agreement. The Subrecipient is subject to the discrimination prohibition requirements under the following laws and authorities, which are incorporated herein by reference:

- a. Title VI of the Civil Rights Act of 1964 (Pub. L.88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. In addition, in sale, lease or other transfer of land acquired, cleared or improved under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer requiring compliance with applicable provisions of Title VI.
- b. Section 109 of the Housing and Community Development Act of 1974, as amended, and 24 CFR Section 570.602.
- c. Age Discrimination Act of 1975 and the implementing regulations found at 24 CFR Part 146, but with the exceptions permitted therein.
- d. Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by 24 CFR Part 8, and the Americans with Disabilities Act, codified at 42 U.S.C. Section 12131. In addition, the Subrecipient is subject to the requirements of the Architectural Barriers Act of 1968, and implementing regulations, incorporated herein by reference, with respect to accommodations for the physically disabled. Design, construction, and alteration of public facilities shall be made in such manner so as to ensure that physically disabled persons will have ready access to and use of such buildings pursuant to the "Uniform Federal Accessibility Standards" as amended, which is incorporated herein by this reference.
- e. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (Fair Housing Act, 42 U.S.C. 3600-3620) and Executive Order 11063, as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107.

9. SEPARATION OF CHURCH AND STATE PROHIBITIONS. The Subrecipient shall not obligate nor expend any funds under this Agreement that will be used for religious activities or provided to primarily religious entities for any activities, including secular activities, unless a written request is submitted to the Director of Workforce and Community Development and written approval is obtained from the County pursuant to 24 CFR Section 570.200 (j) which shall be incorporated herein by reference.

10. E.O. 11246 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT. The Subrecipient agrees as follows:

- a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Subrecipient shall submit a plan for an Affirmative Action Program for approval.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Orders 11375, 11478, 12086, and 12107, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Subrecipient's books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Subrecipient will include the provisions of paragraphs (a) through (g) in every subagreement or purchase order unless excepted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that each provision will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subagreement or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Subrecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
- h. The Subrecipient further agrees to complete and submit to the County, with its final invoice employment information during the performance period of this Agreement which covers the entire Period of Performance of this Agreement or from the beginning effective date to the successful completion of all activities under the Activity/Scope of Work of this Agreement, whichever length of time is shorter.

11. SECTION 3 CLAUSE. The Subrecipient shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, as defined in 24 CFR Section 135.5(m), and shall be directly bound by the following clause (referred to as a Section 3 clause):

- a. The work to be performed under this Agreement is on an activity assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (implemented at 24 CFR Part 135). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the Section 3 covered area and contracts for work in connection with the activity be awarded to business concerns which are located in, or owned in substantial part by persons residing in the Section 3 covered area.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- c. The Subrecipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments, under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the activity and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where it has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR Part 135 of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the Federal assistance provided to the activity, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- f. In carrying out these provisions, the Subrecipient shall provide to the County evidence that it has made a good faith effort to comply with the requirements of Section 3, including the evidence set forth in 24 CFR Sections 135.50, 135.60, 135.70, or 135.75, as applicable.

12. MINORITY AND WOMEN BUSINESS ENTERPRISES. In complying with HUD instructions made pursuant to E.O. 11625, 12432 and 12138, incorporated herein by reference, to foster and promote minority and women's business enterprises and with 2 CFR 200.321 to award a fair share of contracts to small and minority and women's businesses, the Subrecipient shall maintain documentation of its efforts to assure small and minority and women's businesses are considered and used where possible as provided for under 2 CFR 200.321 which is incorporated herein by reference.

13. ALIENS. The Subrecipient shall not provide direct benefits under this Agreement to newly legalized resident aliens as set forth in 24 CFR Section 570.613 which shall be incorporated herein by this reference.

14. RELOCATION AND REAL PROPERTY ACQUISITION. Where the Subrecipient uses funds under this Agreement to relocate or acquire real property, the Subrecipient shall be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646, 84 Stat. 1894, 42 U.S.C. 4601), as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Title IV of Pub. L. 100-17, 101 Stat. 246-255, 42 U.S.C. 4601 note) and as set forth in 49 CFR Part 24, which provisions shall be incorporated herein by reference. The Subrecipient shall also follow the requirements set forth in 24 CFR Section 570.606.

15. DEBARRED OR SUSPENDED CONTRACTOR/SUBRECIPIENT. The Subrecipient shall not directly or indirectly use CDBG funds to employ, award contracts to, or otherwise engage the services of, or fund any contractor or Subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 2 CFR 200.212 or E.O.12549, incorporated herein by reference. The Subrecipient shall submit to the County Subrecipient ownership information and shall submit to the County from any and all subcontractor's subcontractor ownership information within five (5) working days after an agreement or understanding has been executed or reached between the Subrecipient and subcontractor.

16. FOREIGN COUNTRY RESTRICTIONS. Subrecipient shall comply with the requirements of Section 109 of Public Law 100-202, which prohibits the awarding of certain contracts or subcontracts, to contractors or subcontractors from foreign countries listed by the United States Trade Representative.

17. FEDERAL LABOR STANDARDS. Where the Subrecipient shall perform work or subcontract work, as part of its performance under this Agreement, which entails construction work in excess of \$2,000 (except with respect to the rehabilitation or construction of residential property containing less than eight (8) units), the Subrecipient shall comply with and have incorporated into any and all such subcontracts the "FEDERAL LABOR STANDARDS PROVISIONS" (HUD-4010). The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148), the Work Hours and Safety Standards Act (40 U.S.C. 327 et.seq.), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 et.seq.), all as amended, and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

18. PROCUREMENT REQUIREMENTS. Subrecipient agrees to conform to all procurement requirements set forth in 2 CFR 200.318 to 200.326, including the requirement to maintain procurement records, limitations on time and materials contracts, and the requirement that its bid process be full and open and not restrict competition. The following procurement methods are required:

- a. For purchases of less than \$3,000.00, the Subrecipient shall obtain a reasonable price and, to the extent practicable, distribute such purchases equitably among qualified suppliers.
- b. For purchases of less than \$50,000.00, the Subrecipient may obtain either oral or written price quotations. The Subrecipient must document the receipt of an adequate number of price or rate quotations from qualified sources.
- c. For purchases of \$50,000.00 or more, competitive sealed bids as set forth in 2 CFR 200.320(c) shall be obtained unless Subrecipient receives prior approval from the County to use competitive proposals based on 2 CFR 200.320(d) or non-competitive/sole source procurement based on 2 CFR 200.320(f).

19. DRUG-FREE WORK PLACE ACT. Subrecipient shall comply with the Drug Free Work Place Act of 1988, as amended, and regulations promulgated thereunder.

20. EMINENT DOMAIN RESTRICTION. Subrecipient warrants that no CDBG funds will be used to support any Federal, State or local projects that seek to use or use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalizations Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

21. NO SALE OR TRANSFER OF CDBG FUNDS. Subrecipient shall not sell, trade, or otherwise transfer all or any portion of CDBG funds to another entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

22. COMPLIANCE WITH APPLICABLE LAWS. At all times during the performance of this Contract, the Recipient, contractors and any subcontracts shall strictly adhere to all applicable Federal and County laws, orders, and all applicable standards, regulations, interpretations or guidelines issued pursuant thereto. The applicable Federal laws and regulations include, but are not limited to, the following:

- a. National Environmental Policy Act of 1969, (42 USC 4321 et seq.), as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.
- b. National Historic Preservation Act of 1966, (16 USC 470 et seq.), as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.
- c. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.) requiring that Federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.
- d. The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.) providing for the preservation of historic and archaeological data that would be lost due to Federally funded development and construction activities.
- e. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.) prohibits undertaking certain activities in flood plains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.
- f. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.) requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.
- g. Safe Drinking Water Act of 1974, (42 USC 201, 300 et seq., 7401 et seq.) as amended, prohibiting the commitment of Federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.
- h. The Endangered Species Act of 1973, (16 USC 1531 et seq.) as amended, requiring that actions authorized, funded, or carried out by the Federal government do not jeopardize the continued existence of endangered and threatened species which is determined by the Department of the Interior, after consultation with the County, to be critical.
- i. The Wild and Scenic Rivers Act of 1968, (16 USC 1271 et seq.) as amended, prohibiting Federal assistance in the construction of any water resources project that would have a direct and adverse affect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.
- j. HUD Environmental Criteria and Standards, (24 CFR Part 51) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.
- k. Executive Order 12372, Special Contract Condition Water or Sewer Facilities. Notwithstanding any other provision of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt or written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The County shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- l. Reporting Subaward and Executive Compensation Information (2 CFR Part 170).
- m. Universal Identifier and System of Award Management (2 CFR Part 25). The Subrecipient shall comply with the requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25. Subrecipient shall register itself and require all its subcontractors to register in the System for Award Management and comply with all SAM requirements.



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

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

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: CB21-013 An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)

Report in Brief

The Arvada team is requesting an update of City Code Sec. 38-241 and 38-242, and adding 38-243, 38-244, and 38-245. The proposed updates will allow for an increased response time and greater customer service with regard to City-maintained landscaping, privately owned landscaping hanging over City property, and privately owned personal property installed on City property.

Such changes will allow the City to provide a greater level of customer service when handling sensitive issues such as the removal of resident-installed landscaping on City property. Further, the updates will allow our team to respond more effectively and efficiently to the potential hazards facing the community from nuisance and invasive pests such as Emerald Ash Borer, Mountain Pine Beetle, and Kermes Scale. Finally, the code adds a municipal violation for citizens who remove City trees without permission.

The Arvada team recommends City Council approve CB21-013, An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code (Public Hearing to be set for April 19, 2021 at 6:15 p.m.).

Financial Impact

There is no financial impact to the City.

Background

With the presence of the Emerald Ash Borer (EAB) and other nuisance pests along the Front Range, the ability to respond to a hazardous situation in a timely manner is crucial. As ash trees die from the EAB, they become extremely brittle and are prone to failure even under normal weather conditions. The current City Code does not provide City personnel with the clarity and flexibility to quickly respond to hazards presented by infestation of pests. This change will ensure that City personnel can act quickly to mitigate infestations and perform other necessary maintenance to landscaping on and encroaching onto City property.

This update will also provide clarity on the options available to the City team in order to deal with private property installments on City property that pose a hazard to public safety or a hindrance to maintenance of public spaces. These installments may include horseshoe pits, gardens, finished landscaping, trees, and irrigation systems.

These changes provide information to City team members in order to assist in responding to residents' questions about how these issues are handled. The City Code, as it is currently written, does not provide guidance on the City's authority to maintain certain landscaping and installations. By amending the Code, City team members will be able to provide better communication, guidance, and customer service.

Finally, the addition of a municipal code violation for damaging or removing City trees, gives the police the option to charge an

offender in municipal court, rather than charging a higher misdemeanor or felony level criminal mischief. The revision will allow the City to seek restitution as the victim of the crime, and allows for a more proportional outcome for the offender's action.

Discussion

The revision to the current code will provide clarity on the maintenance options available to City team members have in order to address hazardous situations that originate on private property, and encroach onto City property. This will allow maintenance team members greater flexibility and responsiveness, and increase the customer service provided by answering questions about the City's authority. The changes provide clearer guidelines on how to handle landscaping and other additions installed by residents on City property that present a hazard to the public or a hindrance to maintenance team members.

The current process for removing encroaching landscaping requires the involvement of Neighborhood Services and a waiting period of at least 10 days before City team members can adequately respond to a maintenance need or hazard. Revisions to Sec. 38-242, ***Authority of City regarding the maintenance of landscaping***, directly address this issue by clearly defining the options the City has to maintain landscaping. The Code revision keeps the option of serving notice on the resident, and provides more flexibility by allowing the City to conduct maintenance on the landscaping up to the property line, if deemed necessary.

As the Code is currently written, there is little guidance on how to handle landscape installations or other personal property additions installed by residents on City property. Revisions to 38-243, ***Personal property - encroachment***, provides clarification on the City's authority and process for removal of these installations.

Finally, the addition of 38-244, ***Injuring or removing trees on City property***, creates a municipal offense specific to the damage or removal of trees on City property. A tree's appraised value is often above \$5,000. Certain types of trees may even appraise for over \$100,000. If an offender damages or destroys a tree on City property, currently the only remedies are for the City to sue the person civilly, or to charge them with criminal mischief. Criminal mischief is defined as knowingly or willfully damaging the real or personal property of another. Any property valued at over \$1,000 is a felony level offense. Given the specific factual scenario involved with the cutting down of a tree on City property, a crime more specific to the facts and a more lenient level charge, gives the police greater options when deciding what type of charge is appropriate for an offender based on the offender's actions. If the police charge the offender with the municipal code violation, the City can then seek restitution for the loss of the tree as a victim of the crime.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed Code revision aligns with the Vibrant Community and Neighborhoods (VCN) Priority Area of the City Council Strategic Plan. It provides options for greater efficiency in implementing our parks maintenance plans to keep our green spaces safe and accessible to all users. The revision addresses the following guiding principle for the Vibrant Community and Neighborhoods Priority Area and Work System:

Provide maintenance services to the community and visitors, so they can play and enjoy activities in a safe, well-maintained parks and trails system. Completing park projects, creating a green spine trail system while enhancing the existing trail system, and acquiring lands for open space conservation to complete gaps in underserved areas or along potential open space corridors.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends City Council approve CB21-013, An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code (Public Hearing to be set for April 19, 2021 at 6:15 p.m.).

Suggested Motion:

I move that CB21-013, An Ordinance Repealing and Reenacting Article VI of Chapter 38, Environment, of the Arvada City Code, be (approved on first reading, ordered published in full and a Public Hearing set for April 19, 2021 at 6:15 p.m.) (rejected).

Prepared by:
Rosa Kougl, Executive Assistant

Reviewed by:

Approved by:

Kylie Justus, Assistant City Attorney	3/8/2021
Enessa Janes, Deputy Director of Vibrant Community and Neighborhoods	3/8/2021
Gordon Reusink, Director of Vibrant Community and Neighborhoods	3/8/2021
Bryan Archer, Director of Finance	3/15/2021
Gail Walker, Legal Specialist-Contracts	3/15/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-013

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING ARTICLE VI OF CHAPTER 38,
ENVIRONMENT, OF THE ARVADA CITY CODE

WHEREAS, the Parks Department has come across issues in the community involving the maintenance of trees and other landscaping on city property; and

WHEREAS, the Parks Department desires clarification on the city's rights in maintaining trees and other types of landscaping that encroach onto city property; and

WHEREAS, Council finds that it is in the best interests of the city and the public to ensure that public areas are maintained properly and safely; and

WHEREAS, Council finds that it is in the best interests of the city and the public to clarify any discrepancies in the code.

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

Section 1. Article VI, Trees and Shrubs, of Chapter 38, Environment, of the Arvada City Code is hereby repealed, retitled, and reenacted to read as follows:

“ARTICLE VI. LANDSCAPING

Sec. 38-241. Definitions.

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

City means the City of Arvada.

City manager or *manager* means the manager of the city or designee thereof.

City property means and includes all real property owned by, leased to, or under the control of the city, including, but not limited to, all public rights-of-way, streets, alleys, thoroughfares, parks, squares, open spaces, trails, non-publicly accessible buildings, and non-publicly accessible spaces.

Landscaping means trees, shrubs, vines, plants, hedges, flowers, flowerbeds or other similar vegetation.

Maintain or *maintenance* means any and all work performed on landscaping including, but not limited to, planting, watering, pruning, removing, stump grinding, treating for insects or diseases, protecting and enhancing soils, or preserving and protecting during construction.

Personal property means swings, swing-sets, game areas, bike ramps, paths, irrigation systems, sandboxes, fire pits, or other similar items.

Private property means all land and improvements, including fixtures and appurtenances, located within the property lines of a property that is not owned by the city or another governmental entity.

Property owner or *owner* means any person or entity having a legal or equitable interest in privately-owned real property and its fixtures and appurtenances, including the interests of a tenant or lessee.

Right-of-way means the entire area between the curb, or street where no curb exists, and the property line of a property, and between the centerline of the alley and the property line of a property.

Sec. 38-242. Authority of the city regarding the maintenance of landscaping.

- (a) The city has the power to maintain and protect all landscaping within, over, or upon city property.
- (b) Landscaping on private property or between the property line and any adjacent city property shall not:
 - (1) Project into the right-of-way;
 - (2) Be diseased or infested;
 - (3) Pose an unreasonable risk of injury or damage to persons or property on adjacent private property, city property, or rights-of-way;
 - (4) Obstruct the view of vehicular traffic or pedestrians traveling on the right-of-way; or
 - (5) Encroach within, over, or upon city property.
- (c) If landscaping meets one or more of the criteria in subsections (b)(1)—(5) of this section, the city manager may:
 - (1) Without notice to the property owner, maintain the landscaping at issue up to the private property line; or
 - (2) Require the owner of the private property, at the expense of the owner, to maintain such landscaping by:
 - (i) Serving a written notice on the owner describing the landscaping at issue and maintenance required. The notice will require the property owner within 14 days of service of the notice to maintain the landscaping located on the private property, or between the property line and any adjacent city property, or that encroaches onto, over, or within city property. The notice shall be served by handing the same to the owner, posting the notice in a conspicuous place on the subject private property, or sending the notice to the owner at the subject private property or the owner's residence by certified mail return receipt requested. A property owner must comply with the requirements stated in the notice within 14 days of service upon the property owner; and

- (ii) If the owner fails to comply with the provisions of the notice, the city manager may enter the private property and maintain the landscaping described in the notice. If the manager maintains the landscape as set forth in this subsection, the manager shall file a lien pursuant to the provisions of chapter 59, Municipal liens, for any expenses incurred by the city in the maintaining of such landscaping.

Sec. 38-243. Personal property - encroachment.

- (a) It is prohibited for any person to keep personal property within, over, or upon city property.
- (b) If a person violates subsection (a) of this sec. 38-243, the city may serve a written notice on the owner describing the personal property that is encroaching onto city property. The notice will require the property owner within 14 days of service of the notice to remove the personal property from city property. The notice shall be served by handing the same to the owner, posting the notice in a conspicuous place on the subject private property, or sending the notice to the owner at the subject private property or the owner's residence by certified mail return receipt requested. A property owner must comply with the requirements stated in the notice within 14 days of service upon the property owner.
- (c) If the owner fails to comply with the provisions of the notice, the city manager may remove the personal property described in the notice. If the manager removes the personal property as described in this subsection, the manager shall file a lien pursuant to the provisions of chapter 59, Municipal liens, for any expenses incurred by the city in the removal of such personal property.

Sec. 38-244. Injuring or removing trees on city property.

- (a) It shall be unlawful for any person to negligently, recklessly, knowingly, or intentionally injure, damage, destroy, or remove a tree situated within or upon city property without prior written permission from the city manager.
- (b) *Penalty.* A violation of this section shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.
- (c) *Restitution.* In addition to a fine or imprisonment, the court may order restitution to be paid to the city for the appraised damage to the tree, appraised value of the tree, or cost to replace the tree. Tree values will be determined through arboricultural industry standard tree and landscape appraisal methods.

Sec. 38-245. Rules and regulations.

The city may, from time-to-time, adopt rules and regulations governing the maintenance of landscaping within the city in accordance with secs. 2-141 – 145 of this Code.

Secs. 38-246—38-260. Reserved.”

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The city council declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of April, 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: April 8, 2021



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

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

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: CB21-014 An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)

Report in Brief

The appropriation for the expenditure of funds from the 2020 budget lapsed on December 31, 2020. At the end of 2020, there were several projects/programs that had been approved, although not yet completed. In order to complete these projects, funds that were designated for these projects will now need to be carried over from the 2020 budget to the 2021 budget. These items total \$32,554,929. The majority of these carryovers are from the Enterprise funds for ongoing capital improvement projects.

Additionally, during the 2021 budget process, City team members identified a group of one-time items that, if there were additional funds at the end of 2020, would be presented for approval. These items total \$550,000.

Finally, there are several items that need to be added to the 2021 budget. These items total \$8,645,291.

The Arvada team recommends that the City Council approve CB21-014, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021 (public hearing to be set for April 19, 2021 at 6:15 p.m.).

Financial Impact

The overall increase in the 2021 appropriation is \$41,750,220, consisting of \$32,554,929 of carryover items, \$550,000 in one-time items and \$8,645,291 in new items. Sufficient revenues exist to cover each of the carry over of new budget items. These budget items, if approved, will be incorporated into the new 2022-2030 ten-year financial plan.

Background

See the attachment for a summary of these items by fund.

CARRYOVERS

Community and Economic Development

Funds were set aside in 2020 to purchase i-pads that will replace existing laptops for the building inspectors. \$60,000 is being requested to carryover into 2021 for this purchase.

Funds were set aside in 2020 for the City's sub-area planning process. This process was not completed in 2020 and \$30,000 is being requested to carryover into 2021 to complete this process.

Funds were set aside in 2020 to pay a traffic review fee to BNSF. The fee will not be billed until 2021, therefore CED is requesting to carryover \$20,000 into 2021 to pay for the fee.

Organizational and Service Effectiveness

City Manager's Office

Funds were set aside in 2020 for the purchase of a customer relationship management (CRM) system. A vendor was selected

in 2020 and the implementation will occur in 2021. \$75,000 is being requested to carryover into 2021 and transferred to the computer replacement fund to complete the implementation of the CRM.

In 2020 the land development code (LDC) was completed. A update to the Muni Code LDC edition is now required. This was not able to be completed in 2020 because of the pandemic, so the City Manager's Office is asking to carryover \$42,000 to complete the Muni Code.

Funds were set aside in 2020 to complete the arvada.org project. The vendor was selected in 2020 and \$35,000 is being requested to carryover into 2021 to complete this project.

City Attorney's Office

Training videos for the legal team were selected and purchased at the end of 2020. The videos were not received until 2021 and therefore, \$8,750 is being requested to carryover into 2021 to pay for the videos.

Finance

In 2020 funds were set aside to implement the budgeting software capital module and an Oracle integration with the budgeting software. This implementation was completed; however, there is additional reporting that was not completed. Finance is requesting to carryover \$30,000 into 2021 to complete the reporting.

Human Resources

The employee relations incident management software implementation was started in 2020. Human Resources is requesting to carryover \$22,761 to complete this project.

Human Resources continues to update the City's Total Compensation philosophy work, including compliance with the new Colorado Equal Pay for Equal Work Act. Human Resources is requesting to carryover \$11,830 into 2021 to complete this work.

Information Technology

One-time funds of \$100,000 were approved for the Smart City initiative in 2020. Work was started on this project; however, no purchases were made, therefore this amount is being requested to carryover into 2021 to complete this project.

A hybrid conference room and an Infoblox installation was started in 2020. Information Technology is requesting to carryover \$25,000 into 2021 to complete these projects.

Safe Community

Courts

In 2020, \$48,873 was set aside to supplement funds in the Computer Replacement fund to purchase a new court system. This project was not completed because of vacancies in the judge and court administrator positions. Courts is requesting to carryover these funds into 2021 to complete this project.

In 2020, funding was set aside for the purchase of a crime scene investigation truck. This purchase was not completed in 2021 and Public Safety is requesting to carryover \$30,000 into 2021 for this purchase.

Infrastructure

Elevator repairs at the Arvada Center and City Hall Annex were scheduled in 2020, but not completed. Facilities is requesting to carryover \$83,000 into 2021 to complete these repairs.

Window replacements for the Streets building and City houses on Balsam were planned for 2020. This work was not completed and \$91,000 is being requested to carryover into 2021 to complete the window replacements.

A contract for updating the engineering specification standards was started in 2020, but not completed. Public Works is requesting to carryover \$10,000 into 2021 to complete this study.

Electrical service for a power wash pad and plug-ins for plow trucks was started in 2020. Public Works is requesting to

carryover \$36,000 into 2021 to complete this work.

The parking vendor requested a refund of overpaid revenue in 2020. The City started an audit to verify this request. The audit is not yet complete, so Public Works is requesting to carryover \$42,868 into 2021 for this refund request, if necessary.

A transportation demand study was started in 2020, but delayed. Public Works is requesting to carryover \$33,626 into 2021 to complete the study.

A workforce planning contract was signed in 2020, but not started. Public Works is requesting to carryover \$40,000 into 2021 to complete this study.

A fence replacement along Oberon Road was delayed in 2020. \$35,000 is being requested to carryover into 2021 to complete the fence replacement.

Vibrant Communities and Neighborhoods

There is \$15,828 remaining in a resilient Arvada neighborhood grant from 2020. Vibrant Communities is requesting to carryover this amount into 2021 to complete the work.

STREET MAINTENANCE FUND

The implementation of street assessment software was started in 2020. The final payment of \$61,467 will need to be paid in 2021, therefore Public Works is requesting to carryover \$61,467 into 2021.

PARKS FUND

Two aerators and a snow blower attachment were ordered in 2020, but will not be received until 2021. Parks is requesting to carryover \$24,655 into 2021 to transfer to the Vehicle fund for these purchases.

Unused funds from a neighborhood grant were donated back to the City with a request to have the Park maintenance team use the proceeds for improvements to the park entrance. The team is requesting to carryover \$600 into 2021.

POLICE SEIZURE FUND

The purchase of a command van was approved in 2020. This purchase did not occur in 2020, therefore Public Safety is requesting to carryover \$749,000 into 2021.

WATER FUND

The Water fund is requesting to carryover \$21,219,788 into 2021 for various capital improvement projects that are still in process. These projects relate to work that is being done for the main replacement program, raw water pump station, Denver Moffat project, Ralston water treatment plant pump station, Highway 93 water tank and pipeline, water treatment plant capital maintenance and repairs, Ralston reaction tank bypass, Ralston water treatment plant parking lot expansion, fluoride treatment replacement, Ralston water treatment plant solids handling and filter improvements and hydraulic modeling.

WASTEWATER FUND

The Wastewater fund is requesting to carryover \$3,596,900 into 2021 for various capital improvement projects that are still in process. These projects relate to work that is being done for the cured-in-place pipe and open cut, Ralston pipeline replacement and sanitary sewer master plan.

STORMWATER FUND

The Stormwater fund is requesting to carryover \$3,252,415 into 2021 for various capital improvement projects that are still in process. These projects relate to work that is being done for the miscellaneous drainage projects, Leyden Creek Crossing at Alkire, Ralston Creek crossing at Croke, Urban Drainage and Flood Control joint studies, Stormwater master plan, Lake Arbor dredging, lower Ralston Creek and the Arvada Center detention pond.

GOLF FUND

A golf lift was ordered in 2020, but not received until 2021. The Golf fund is requesting to carryover \$3,800 into 2021 to pay for the equipment.

VEHICLE FUND

A bucket truck for Parks was ordered in 2020 and will not be received until 2021. The team is requesting to carryover \$226,000 into 2021 for this purchase.

A van for water breaks was ordered in 2020 and not received until 2021. The team is requesting to carryover \$205,561 into 2021 for this purchase.

A tractor, two vehicles and three trucks and the related equipment for the vehicles for Public Safety, Utilities and Public Works were ordered in 2020, but not received until 2021. The vehicle fund manager is requesting to carryover \$293,888 into 2021 for these vehicles purchases.

A trailer and a seeder was order in 2021 and not received until 2021. The team is requesting to carryover \$9,512 into 2021 for this equipment.

Parts and supplies for specific vehicles were ordered in 2020 and not received until 2021. The team is requesting to carryover \$10,590 into 2021 for these purchases.

BUILDINGS FUND

Parking lot replacements were scheduled in 2020, but delayed due to the construction of the parks/fleet building. The team is requesting to carryover \$1,159,424 into 2021 to complete the parking lot replacements.

The roof of the Majestic View Nature Center was started in 2020, but not completed until 2021. The team is requesting to carryover \$73,117 into 2021 to complete the replacement.

COMPUTER FUND

One-time funds of \$166,000 were budgeted in the General Fund for the customer relationship management system (CRM). This amount will be combined with the carryover of \$75,000 for the purchase, implementation and first two years of maintenance of the (CRM).

The Public Safety fingerprint upgrade project was started in 2020. The team is requesting to carryover \$50,000 into 2021 to complete this project.

Funds were set aside in 2020 for additional Google licenses. These licenses were not purchased in 2020 and staff is requesting to carryover \$78,500 into 2021 for these licenses.

Funds were set aside in 2020 for additional Windows Enterprise licenses. These licenses were not purchased in 2020 and the team is requesting to carryover \$55,000 into 2021 for these licenses.

Funds were set aside in 2020 for various security projects. Some of these projects were not completed in 2021 and the team is requesting to carryover \$71,802 into 2021.

Fund were set aside in 2020 for the replacement of the Oracle report writer software. This software is still being implemented and the team is requesting to carryover \$88,000 into 2021.

INSURANCE FUND

There were \$95,874 in worker's compensation and liability claims that were opened in 2020, but not paid until 2021. The Insurance fund manager is requesting to carryover these funds into 2021.

Funds for specialized training and field training were set aside in 2020, but delayed because of COVID-19. The team is requesting to carryover \$50,000 into 2021 to perform this training.

The Insurance fund will be transferring \$3,800 to the Parks fund for a new golf lift. This was to occur in 2020, but was delayed. The Insurance fund manager is requesting to carryover this amount in 2021.

PRINT SHOP

A new lease for a mail machine was budgeted in 2020, but the lease was not signed until 2021. The Print Shop is requesting to carryover \$7,700 into 2021 for this lease.

ONE-TIME

GENERAL FUND

A number of one-time requests were presented during the 2021 budget process as items that the Arvada team would like to fund if there were savings in the General Fund budget at the end of 2020. The table below shows these items in descending order. Our team proposes to fund all of these items in 2021 as part of this budget ordinance.

One-time Requests	Amount
Legal expenses	\$500,000
Visitor's Center	50,000
Total	\$550,000

NEW REQUESTS

GENERAL FUND

A transfer to the Golf fund of \$935,000 is being requested to reimburse the fund for a portion of cost over runs on the West Woods club house remodel.

A transfer of \$760,000 is needed to fund the shortage in the Food Service fund as it closes out its operations and pays the remaining employees per their contracts.

The City collects a public, educational and government (PEG) fee from cable companies. This fee has been accounted for in the General Fund, but will be moved to the Capital Improvement Project (CIP) fund for better accounting. A transfer of \$740,343 which represents accumulated, but unspent PEG fees is being requested to transfer to the CIP fund.

Temporary wages of \$60,000 for relief judges are being requested by Courts. Relief judges are necessary when the judge is out of the office for personal time off, leadership meetings and training and when the court runs two court rooms.

Temporary wages of \$80,000 are being requested for a temporary traffic engineer. These funds combined with the 2021 and 2022 professional services budget for Traffic will fund a two-year temporary assignment. The temporary engineer will focus on building internal capacity for the signal timing program. Previously, funds had been budgeted to hire a consultant for this work. However, Traffic believes that managing this internally will build internal capacity so that the timing can be handed off to one of the regular engineers in the future.

STREET MAINTENANCE FUND

Each year, street degradation fees are collected in the Street Maintenance fund for work performed in the right-of-way. These fees are used in the next year for street maintenance projects. The amount collected in 2020 was \$221,772. The team requests to appropriate these funds in 2021.

The 50/50 sidewalk replacement program is administered in the Street Maintenance fund. 2020 collections from this program amounted to \$47,366. The team requests to appropriate these funds in 2021 for street maintenance.

CAPITAL IMPROVEMENT PROJECTS FUND

Each year as part of new construction, Park tap fees are collected with water taps. These fees are accumulated throughout the year and then transferred to the CIP to fund new park construction. The amount collected in 2020 was \$118,259. The team requests to appropriate these funds in 2020 for future park taps.

The Water fund provides revenues to the CIP fund for irrigation improvements. In the early 1900s a "3 cents per thousand gallons" calculation was determined which is collected by the Water Fund. The amount collected in 2020 was \$179,439. The team requests to appropriate these funds for future park projects.

Each year as part of new construction, Park Development fees are collected. These fees are accumulated throughout the year in the CIP to fund new park construction. The amount collected in 2020 was \$220,065. The team requests to appropriate these funds in 2021 for future park expansion.

Each year as part of new construction, Lands Dedicated fees are collected. These fees are collected throughout the year in the CIP to fund new park construction. The amount collected in 2020 was \$624,237. The team requests to appropriate these funds in 2021 for new park expansion.

Each year, the City collects Adams County Transportation Tax revenue. This revenue is accumulated in the CIP to fund new traffic projects in Adams County. The amount collected in 2020 was \$204,681. The team requests to appropriate these funds in 2021 for future traffic projects.

Each year, the City collected Adams County Open Space revenue. This revenue is accumulated in the CIP to fund new park projects in Adams County. The amount collected in 2020 was \$75,213. The team requests to appropriate these funds in 2021 for future park projects.

Development fees of \$1,959,380 were formerly accounted for in the Escrow fund. Because of changes in accounting standards, it is no longer acceptable to account for these fees in an escrow fund. These fees were transferred to the CIP fund in 2020 and need to be appropriated for future street and traffic projects.

STORMWATER FUND

Unit drainage fees of \$83,191 for Hayes Lake will be transferred from the Escrow fund to the Stormwater fund for the Hayes Lake project.

VEHICLE FUND

Due to turnover in two key positions in Vehicles, there were several programs that were not adequately budgeted for in 2021. The team is requesting an increase of \$776,744 to fund all the maintenance and replacement in 2021. This increase will be covered by the fund balance.

There are several large pieces of equipment that need to be replaced early or are being replaced according to the normal schedule, but are being upgraded due to changing work processes. The equipment that will be replaced is a sewer cleaner truck and closed-circuit television van in Utilities, a patch truck in Streets and a paint truck for Traffic. The equipment totals \$1,349,324 and will be funded by a transfer from these areas.

Two aerators and a snow blower in Parks totaling \$26,277 will be purchased in 2021. These items will be funded by a transfer from the Parks fund.

WATER FUND

A loan of \$2,316,000 from the Water fund to the Waste fund for the start-up operational expenses for the single-hauler trash program was approved in the 2021 budget. The final loan agreement was approved by City Council in 2021 for \$2,500,000. An increase of \$184,000 is needed for this loan.

Discussion

The recommended action will authorize the expenditure of resources that aligns to the City Council's direction. A total of \$32,554,929 of the requests as described are funded as carryover of unexpended resources approved as part of the 2020 operating and capital budget. The one-time requests totaling \$550,000 are funded by a combination of under expended 2020 appropriations and additional 2020 revenue over budgeted estimates. Finally, a total of \$8,645,291 is funded by additional revenues, transfers from other funds or reserves within the various funds within our fully balanced ten-year financial models.

If approved by the City Council, total appropriations for 2021 will be \$289,669,090 as presented in the Carryover Summary attachment included with this agenda item.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan by authorizing resources that will be administered by the Finance Department in accordance with applicable City Code and financial policies. Other Priority Areas that will be served through the recommended action include Safe Community, Infrastructure, Community and Economic Development and Vibrant Community and Neighborhoods.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-014, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021 and set the public hearing for April 19, 2021 at 6:15 p.m.

Suggested Motion:

I move that CB21-014, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2021, be (approved on first reading, ordered published in full, and a public hearing set for April 19, at 6:15 p.m.) (rejected).

Prepared by:
Lisa Yagi, Assistant Finance Director

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	3/16/2021
Bryan Archer, Director of Finance	3/16/2021
Gail Walker, Legal Specialist-Contracts	3/17/2021
Kylie Justus, Assistant City Attorney	3/17/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-014
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ADDITIONAL APPROPRIATION
FOR FISCAL YEAR 2021

WHEREAS, the City Council of the City of Arvada adopted Ordinance No. 4660 (Council Bill No. 18-043), which authorized the annual appropriation for Fiscal Year 2021; and

WHEREAS, Section 10.8(a) of the Arvada Home Rule Charter provides that City Council may make additional appropriations by Ordinance during the fiscal year for unanticipated expenditures required of the City; and

WHEREAS, the City Council of the City of Arvada finds that an additional appropriation is necessary in order for the City to meet unanticipated expenditures; and

WHEREAS, The City Council of the City of Arvada further finds that such additional expenses and budgeted expenses do not exceed budgeted revenues and reserves for Fiscal Year 2021.

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

Section 1. The following sums of money as may be needed or deemed necessary to defray the expenses and liabilities of the City of Arvada are hereby appropriated for Fiscal Year 2021.

General Fund	\$95,170,512
Grants Fund	\$1,165,000
Street Maintenance Fund	\$10,409,668
Community Development Fund	\$1,042,102
Housing Authority Fund	\$5,770,390
Parks Fund	\$9,943,492
Police Seizure	\$778,423
Police Tax Increment Fund .21	\$5,664,132
Police Tax Increment Fund .25	\$5,817,722
COP Debt Service	\$2,135,749
Debt Service	\$5,364,532
Capital Projects Fund	\$9,801,066

Water Fund	\$79,789,057
Wastewater Fund	\$21,112,331
Golf Course Fund	\$6,416,463
Stormwater Fund	\$7,824,760
Food Service Fund	\$502,939
Solid Waste Fund	\$6,321,260
Insurance Fund	\$2,438,889
Computer Replacement Fund	\$2,426,306
Print Shop	\$363,398
Vehicle Fund	\$7,778,829
Building Fund	1,632,070
Total Appropriation	\$289,669,090

Section 2. This Ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of April, 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: April 8, 2021

Fund Summary					
Fund	Original Budget	Carry over	One-time	New Requests	Revised Budget
General Fund	\$ 91,118,633	\$ 926,536	\$ 550,000	\$ 2,575,343	\$ 95,170,512
Grants Fund	\$ 1,165,000	\$ -	\$ -	\$ -	\$ 1,165,000
Street Maintenance Fund	\$ 10,079,063	\$ 61,467	\$ -	\$ 269,138	\$ 10,409,668
Community Development	\$ 1,042,102	\$ -	\$ -	\$ -	\$ 1,042,102
Arvada Housing	\$ 5,770,390	\$ -	\$ -	\$ -	\$ 5,770,390
Parks Fund	\$ 9,918,237	\$ 25,255	\$ -	\$ -	\$ 9,943,492
Police Seizure Fund	\$ 29,423	\$ 749,000	\$ -	\$ -	\$ 778,423
Police Tax Increment .21	\$ 5,664,132	\$ -	\$ -	\$ -	\$ 5,664,132
Police Tax Increment .25	\$ 5,817,722	\$ -	\$ -	\$ -	\$ 5,817,722
COP Debt Service	\$ 2,135,749	\$ -	\$ -	\$ -	\$ 2,135,749
Debt Service	\$ 5,364,532	\$ -	\$ -	\$ -	\$ 5,364,532
Capital Projects Fund	\$ 6,419,792	\$ -	\$ -	\$ 3,381,274	\$ 9,801,066
Water Fund	\$ 58,385,269	\$ 21,219,788	\$ -	\$ 184,000	\$ 79,789,057
Wastewater Fund	\$ 17,515,431	\$ 3,596,900	\$ -	\$ -	\$ 21,112,331
Golf Course Fund	\$ 6,412,663	\$ 3,800	\$ -	\$ -	\$ 6,416,463
Stormwater Fund	\$ 4,489,154	\$ 3,252,415	\$ -	\$ 83,191	\$ 7,824,760
Food Service Fund	\$ 502,939	\$ -	\$ -	\$ -	\$ 502,939
Solid Waste Fund	\$ 6,321,260	\$ -	\$ -	\$ -	\$ 6,321,260
Insurance Fund	\$ 2,289,215	\$ 149,674	\$ -	\$ -	\$ 2,438,889
Computers	\$ 1,842,004	\$ 584,302	\$ -	\$ -	\$ 2,426,306
Print Shop	\$ 355,698	\$ 7,700	\$ -	\$ -	\$ 363,398
Vehicles	\$ 4,880,933	\$ 745,551	\$ -	\$ 2,152,345	\$ 7,778,829
Buildings	\$ 399,529	\$ 1,232,541	\$ -	\$ -	\$ 1,632,070
Total	\$ 247,918,870	\$ 32,554,929	\$ 550,000	\$ 8,645,291	\$ 289,669,090

ONE TIME

One-time requests	Amount
Legal expenses	500,000
Arvada Visitors Center	50,000
Total	\$ 550,000

New Requests			
Fund I	Fund	Amount	Description
	1	935,000	Transfer to Golf Fund for overage on WW ClubHouse remodel
	1	760,000	Transfer to Food Service for fund balance shortage with closure
	1	60,000	Temp Wages for relief judges
	1	80,000	Temp wages for a traffic engineer
	1	740,343	Transfer to CIP for PEG fee projects
General Fund	\$	2,575,343	
	4	47,366	50/50 payments 2020
	4	221,772	Street Degredation payments 2020
Street Maintenance Fund	\$	269,138	
	44	83,191	Hayes Lake UDFs transferred to Stormwater Fund from escrow
Stormwater Fund	\$	83,191	
	54	370,000	Sewer Cleaner - funded by transfer from Wastewater
	54	365,125	Paint truck for traffic - partially funded by Traffic
	54	386,794	CCTV Vans for Wastewater - partially funded by Wastewater (transferred)
	54	227,405	Patch Truck for Streets - funded by Streets Fund and Utilities
	54	7,495	Snow Blowers for parks - funded by transfer from Parks
	54	18,782	Two Aerators for parks - funded by transfer from Parks
	54	776,744	Underbudgeted 2021 Vehicle replacement needs
Vehicles	\$	2,152,345	
	31	118,259	2020 Water Tap Fees
	31	179,439	"3 cents per thousand" gallons support transfer
	31	220,065	Park Development Fees collected in 2020
	31	624,237	Lands Dedicated Opt out fees collected in 2020
	31	75,213	Adams County Open Space 2020 revenueues
	31	204,681	Adams County Transportation 2020 revenues
	31	1,959,380	Transfer to CIP from escrow for Development Fees
Capital Projects Fund	\$	3,381,274	
	41	184,000	Increase for loan from Water fund to Waste fund
Water	\$	184,000	
Total New Requests	\$	8,645,291	

Fund	Fund	Amount	Description
			Community and Economic Development
	1	60,000	CED - Bldg Inspector change from iPad to laptop
	1	30,000	CED - help with City's sub-area planning efforts
	1	20,000	CED - Fee to BNSF that didn't get paid in 2020, but will be paid in 2021
			Organizational and Service Effectiveness
	1	75,000	Transfer to Computer fund for CRM system
	1	18,700	MuniCode LDC edition
	1	11,000	MuniCode LDC edition
	1	12,300	MuniCode LDC edition
	1	35,000	Arvada.org project
	1	8,750	Legal - Training videos purchased but not received
	1	30,000	Questica training
	1	13,761	HR - Employee Relations Incident management software
	1	9,000	HR - Employee Relations Incident management software
	1	11,830	HR - Completion of Total compensation philosophy work
	1	100,000	Smart Cities initiative
	1	7,000	IT - hybrid conference room projects (equip+prof svcs)
	1	13,000	IT - CMO Internet
	1	5,000	IT - Infoblox install, ConvergeOne payment
			Safe Community
	1	18,873	Oracle licensing for court system
	1	30,000	Equipment for court system
	1	30,000	PD CRIT Vehicles - CSI Truck
			Infrastructure
	1	83,000	Elevator repair at the Arvada Center (2) and the Annex and associated fire detectors
	1	91,000	Window replacement at Streets and at City houses on Balsam
	1	10,000	Contract with Terracon for Engineering specification standards
	1	36,000	Electrical service for power wash pad and plug-ins for plow trucks
	1	42,868	Backpayment to LAZ for potential underpayment in prior years
	1	33,626	Ongoing transportation demand management project delayed from 2020
	1	40,000	Contract in place in 2020 but work delayed to 2021
	1	35,000	Fence Replacement on Oberon Rd work delayed to 2021
			Vibrant Communities and Neighborhoods
	1	15,828	Resilient Arvada/Neighborhood Engagement Grant \$
General Fund		\$ 926,536	
	4	61,467	Stantec software for Streets Assessment (final payment)
Street Maintenance		\$ 61,467	
	14	18,060	Two aerators
	14	600	Neighborhood Grant for park entrance improvements - purchase will be in 2021
	14	6,595	Snowblower attachment for Toro
Parks Fund		\$ 25,255	
	41	9,690,209	Denver Moffat Project
	41	129,644	WTP Maint. & Repairs
	41	2,842,699	Hwy 93 Water Tank & Pipeline
	41	31,088	Ralston Reaction Tank Bypass
	41	1,841,320	Ralston WTP Pump Station
	41	3,777,050	Raw Water Pump Station
	41	164,179	RWTP Parking Lot Extension
	41	507,086	Fluoride System Replacement
	41	225,000	RWTP Solids Handling
	41	600,000	RWTP Filter Improvements
	41	50,000	Hydraulic Modeling 2020/21
	41	1,361,513	Water main replacement
Water Fund		\$ 21,219,788	

42	1,333,534	CIPP and Open Cut
42	1,926,605	Ralston Pipeline Repl/Oversz
42	336,761	Sanitary Sewer Master Plan
Wastewater Fund	\$ 3,596,900	
43	3,800	Golf Lift ordered in 2020 not received until 2021
Golf Course Fund	\$ 3,800	
44	451,783	Misc Drainage
44	95,769	Leyden Ck Xing @ Alkire
44	15,180	Ralston Ck @ Croke Xing
44	69,142	UDFCD Joint MP Studies
44	61,649	Stormwater Master Plan
44	2,445,609	Lake Arbor Dredging
44	74,579	Lower Ralston Crk (CWCB Grant)
44	38,704	Arvada Center Detention Pond
Stormwater Fund	\$ 3,252,415	
54	226,000	Bucket Truck ordered late 2020 has not been received
54	205,561	Water Break Van - partially funded by Water Operations - ordered and not received
54	62,365	John Deere Utility Tractor - ordered and not received
54	61,796	Two Ford 5350 Reg Cab - partially funded by Water Operations - ordered and not received
54	36,541	Ford F250 Supercab Plow Truck - ordered and not received
54	34,008	Ford F250 Crewcab with 6.5' bed - ordered and not received
54	26,442	Bolt electric vehicle - ordered and not received
54	52,000	PD CRIT Vehicle repl/purch early
54	20,736	Equipment for trucks - ordered and not received
54	6,536	All purpose seeder - ordered and not received
54	2,976	5'x8' Trailer for VCN - ordered and not received
54	10,590	Vehicle parts and supplies
Vehicles	\$ 745,551	
55	1,159,424	Parking lot replacement scheduled for 2020 was delayed to 2021
55	73,117	Majestic View Roof Replacement - not yet complete
Buildings	\$ 1,232,541	
52	75,000	Carryover of one-time funds from CMO for CRM system
52	166,000	Transfer from General Fund for CRM system
52	50,000	PD Fingerprint upgrade project
52	78,500	Google licenses
52	55,000	Windows Enterprise licenses
52	10,000	crowdstike professional services
52	50,200	automox services
52	11,602	cloudflare firewall - from supplemental entry
52	88,000	Momix implementation
Computers	\$ 584,302	
51	46,074	2020 Open workers comp claims not paid in 2020
51	49,800	2020 open liability claims not paid in 2020
51	35,000	Training not done in 2020 due to covid but planned for 2021
51	15,000	Valerie field training not done in 2020 due to covid but planned for 2021
51	3,800	Golf Lift ordered in 2020 not received until 2021
Insurance Fund	\$ 149,674	
53	7,700	Lease for the mail machine. Budgeted in 2020 but lease not signed until 2021
Print Shop	7,700	
15	749,000	PD CRIT Vehicle - Incident Command Van
Police Seizure Fund	\$ 749,000	
Total Carryovers	\$ 32,554,929	



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.3.**

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: CB21-015 An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)

Report in Brief

The Jefferson County School District (District) has agreed to donate rights-of-way (ROW) to the City for the widening of Ralston Road from Yukon Street to Garrison Street. Due to the improvements, the District will lose parking currently located adjacent to Ralston Road so the City will compensate for the loss of parking by re-constructing these spaces.

The Arvada team recommends that the City Council approve CB21-015, An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.).

Financial Impact

Financial Impact: \$170,000.00

The City will be responsible for approximately \$70,000.00 and the remaining of \$100,000.00 will be paid for by the Arvada Urban Renewal Authority (AURA).

This is a one-time request for the construction of one of two bond projects.

Funding source: Funding is currently available through code section 98-101 funds. As bonds are issued in association with the voter approval of Ballot Measure 3F, the code section 98-101 capital account will be reimbursed.

Oracle number CIP 91809 - Ralston Road Construction (City funding)

Oracle number CIP 91615 - Arvada Urban Renewal Authority's contribution of \$3,500,000.00 for the design and construction of streetscape

Background

The proposed improvements impacting the District's land include Wolff Park and Arvada K-8. Due to the project, the District will lose 18 parking spaces at Arvada K-8. Therefore, the project will construct 29 parking spaces located at Ralston Road (10 parallel spaces) and Balsam Street (19 spaces) to compensate for such loss of parking. The total cost to the project is approximately \$170,000.00, and the City will be responsible for approximately \$70,000.00. The remaining \$100,000.00 will be paid for by the Arvada Urban Renewal Authority (AURA) for the enhancement at Wolff Park. The City also has an IGA with AURA, which the City Council approved on September 21, 2020, with the understanding that AURA agreed to contribute \$3,500,000.00 for the design and construction of the streetscape.

The design of the parking has been completed and was included in the construction contract, which the City Council awarded to Hamon Infrastructure, Inc. on March 1.

SUBJECT: CB21-015 An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)

PAGE: 2
ITEM: 8.C.3.

The monetary value of the District's donation to the City for the Ralston Road project equates to approximately \$362,000.00 for fee ROW, permanent, and temporary construction easements. The ROW consists of approximately 560 sf of fee property, 12,000 sf of permanent easement, and 43,400 sf of temporary construction easement. Since the City will be replacing the loss of parking, there will be no exchange of funds between the District and the City.

Discussion

In order to complete construction of the Ralston Road widening project, the acquisition of ROW is necessary. The District has the ability to donate the land to the City and the City has the funds to install the improvements so the District has sufficient parking for their employees.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Infrastructure. In addition, this actions supports completion of Strategic Result 4 (SR4):

Effectively utilize voter approved bond funds for the completion of Ralston Road Phase 2 and the expansion of W. 72nd Avenue.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-015, An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.).

Suggested Motion:

I move that CB21-015, An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40, be (approved on first reading, ordered published in full, and a public hearing set for April 19, 2021, at 6:15 p.m.) (rejected).

Prepared by:
Trang Tran, Civil Engineer I

Reviewed by:

SUBJECT: CB21-015 An Ordinance Authorizing an Intergovernmental Agreement between the City of Arvada and Jefferson County School District No. R-1 Relating to Street Improvements to Ralston Road Public Project No. 18-ST-40 (Public Hearing to be set for April 19, 2021 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.3.

Approved by:

Jacqueline Rhoades, Civil Engineer III	3/22/2021
Don Wick, Director of Public Works	3/22/2021
Bryan Archer, Director of Finance	3/22/2021
Erika Pierce, Litigation Paralegal	3/24/2021
Julie Richards, Senior Assistant City Attorney	3/25/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-015
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ARVADA AND JEFFERSON COUNTY SCHOOL DISTRICT NO.
R-1 RELATING TO STREET IMPROVEMENTS TO RALSTON ROAD PUBLIC PROJECT
NO. 18-ST-40

WHEREAS, intergovernmental agreements (“IGAs”) between political subdivisions of the State of Colorado are authorized by C.R.S. Sec. 29-1-103.

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

Section 1. The Mayor or Mayor Pro Tem is hereby authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement, which is attached hereto, by and between the City of Arvada and Jefferson County School District No. R-1 relating to street improvements to Ralston Road Public Project No. 18-ST-40.

Section 2. Copies of the proposed Intergovernmental Agreement are on file in the Office of the City Clerk and are available for inspection by the public.

Section 3. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of April, 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: April 8, 2021

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF ARVADA AND JEFFERSON COUNTY SCHOOL DISTRICT NO.
R-1 RELATING TO STREET IMPROVEMENTS TO RALSTON ROAD PUBLIC
PROJECT NO. 18-ST-40 (the “Project”)**

The Parties to this Intergovernmental Agreement (this “Agreement”) made and entered into this day of _____, 20__ (the “Effective Date”), are the City of Arvada, a Colorado home rule municipal corporation (“Arvada”), and Jefferson County School District No. R-1, a Colorado quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), individually, the “Party” and collectively, the “Parties”.

1. RECITALS.

1.1 Arvada and the District are authorized by the Colorado Constitution and state statutes, including C.R.S. § 29-1-203 and, as to Arvada, the City of Arvada Charter, Chapter XIII, Section 13.5, to enter into intergovernmental agreements relating to the provision of services, and for other lawful purposes.

1.2 Arvada and the District wish to enter into a cooperative relationship to achieve matters of mutual interest and community benefit, as more fully set forth herein.

1.3 Arvada wishes to improve Ralston Road as part of Public Project No.18-ST-40 (the “Project”), which will include streets, sidewalk, curb, drainage, utilities, and other improvements as indicated on Exhibit A (the “Improvements”).

1.4 Arvada has the present ability to install, or contract for the installation of, the Improvements.

1.5 Arvada wishes to acquire certain land and easements as indicated on Exhibit B (the “Land”) for the Project.

1.6 The District owns such Land and has the present ability to donate such Land to Arvada.

1.7 As a result of the Project, the District will lose 18 parking spaces currently located adjacent to the Land and Arvada wishes to donate 29 parking spaces located at Ralston Rd (10 parallel spaces) and Balsam Street (19 spaces) as indicated on Exhibit C (the “Replacement Parking Spaces”) to the District to compensate for such loss of parking.

2. PURPOSE. It is the mutual intention of the Parties that Arvada assume responsibility for the installation of the Improvements and the Replacement Parking Spaces and that the District, in exchange therefore, convey the Land to Arvada at no cost to Arvada.

3. TERMS AND CONDITIONS.

3.1 **Improvements.** Arvada shall install or cause the installation of the Improvements and the Replacement Parking Spaces, at Arvada’s sole cost and expense. The District reviewed the Project final design affecting the Land and offered design comments for consideration and approved the final design (“District Approval”) on August 26, 2020 (the “Approval Date”).

3.2 **Land.** Within sixty (60) days of the Effective Date, the District shall convey to Arvada, by quit claim deed and easements substantially in the form attached hereto as Exhibit D, the Land as follows:

- a. Parcel No. RW-25 and RW-25A (Fee);
- b. Parcel No. PE-25, PE-25A, PE-25B, PE-25C, and PE-25D (Permanent Easement); and
- c. Parcel No. TE-25, TE-25A, and TE-25B (Temporary Construction Easement).

3.3 **Consideration.** The Parties understand and agree that the respective obligations herein-described constitute full, complete, and adequate consideration and no additional consideration is intended or required by this Agreement.

4. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. This Agreement shall not be deemed valid until it has been approved by the Board of Education for the benefit of the District and, if required, by the City Council for the benefit of Arvada.

5. FORCE MAJEURE. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of god, fires, floods, pandemic, quarantine, 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.

6. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this section shall be construed to permit the assignment of this Agreement except by prior written approval by the non-assigning Party.

7. EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

8. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficient given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addresses 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 been previously furnished in writing, to the other party or Parties. Such notice shall be deemed to have been given when deposited in the United States mail.

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

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

11. SEVERABILITY. If any provisions of this Agreement or the application thereof to any Party or circumstance is held to be invalid, illegal, or unenforceable, all other provisions nevertheless shall remain effective, provided the Parties shall forthwith enter into good faith negotiations and proceed with due

diligence to draft a term that will achieve the original intent of the Parties hereunder. To this end, the provisions of the Agreement are declared to be severable.

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

13. TERM. The term of this Agreement shall commence on the Effective Date and terminate upon final payment by Arvada to its construction contractor for the Improvements.

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

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

16. SIGNATURE IN COUNTERPART. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto the day and year first above mentioned.

CITY OF ARVADA,
a Colorado municipal corporation

Marc Williams, Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1,

a Colorado quasi-municipal corporation
and political subdivision of the State of
Colorado

By: Timothy J. Reed
Title: Executive Director, Facilities and
Construction Management

ATTEST:

By: _____

Bruce Huxley
Title: Director, Planning and Property

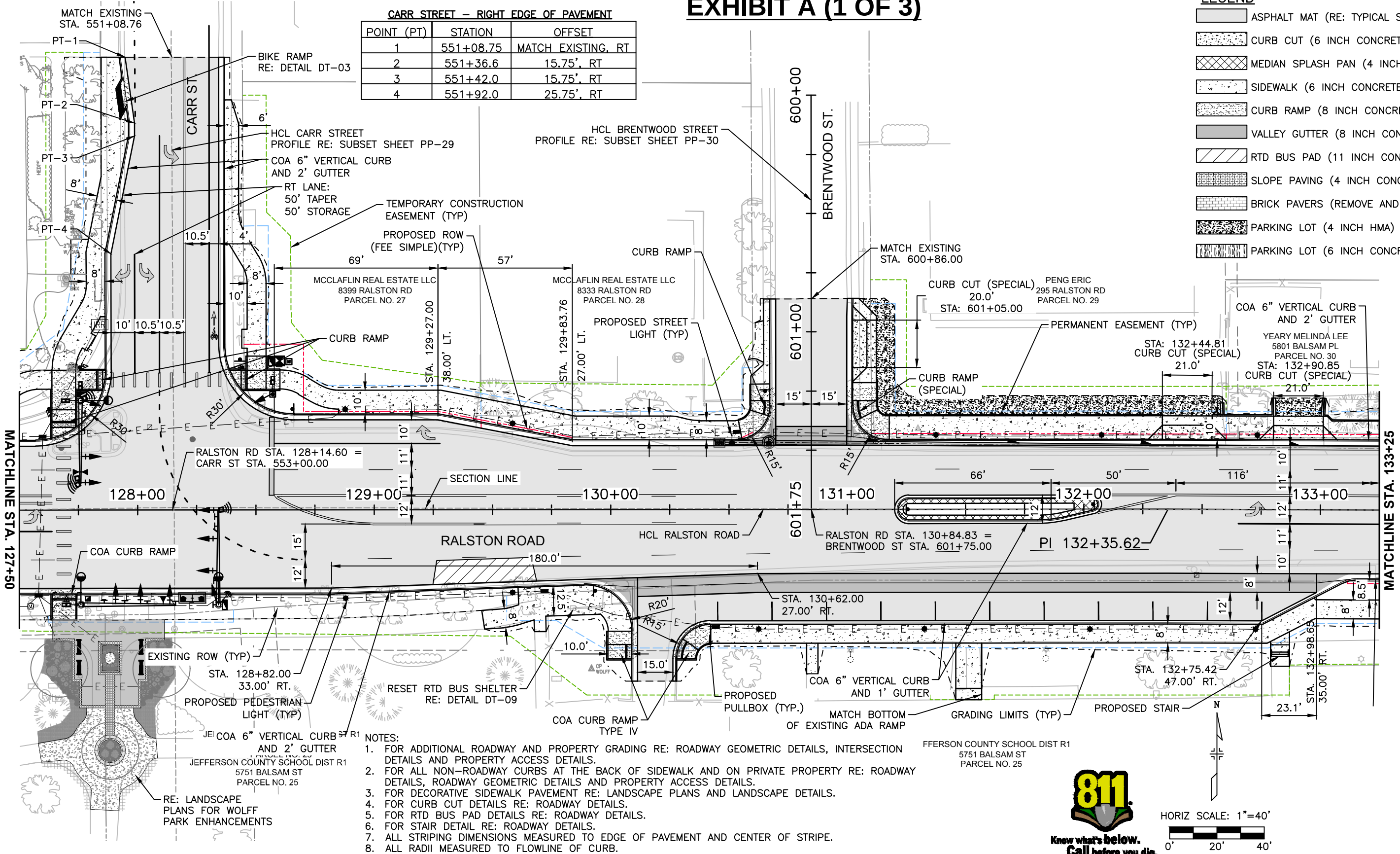
EXHIBIT D
Quit Claim Deed
Permanent Easement
Temporary Construction Easement

EXHIBIT A (1 OF 3)

LEGEND

- ASPHALT MAT (RE: TYPICAL SECTIONS)
- CURB CUT (6 INCH CONCRETE)
- MEDIAN SPLASH PAN (4 INCH CONCRETE)
- SIDEWALK (6 INCH CONCRETE)
- CURB RAMP (8 INCH CONCRETE)
- VALLEY GUTTER (8 INCH CONCRETE)
- RTD BUS PAD (11 INCH CONCRETE)
- SLOPE PAVING (4 INCH CONCRETE)
- BRICK PAVERS (REMOVE AND RESET)
- PARKING LOT (4 INCH HMA)
- PARKING LOT (6 INCH CONCRETE)

CARR STREET - RIGHT EDGE OF PAVEMENT		
POINT (PT)	STATION	OFFSET
1	551+08.75	MATCH EXISTING, RT
2	551+36.6	15.75', RT
3	551+42.0	15.75', RT
4	551+92.0	25.75', RT



- NOTES:
1. FOR ADDITIONAL ROADWAY AND PROPERTY GRADING RE: ROADWAY GEOMETRIC DETAILS, INTERSECTION DETAILS AND PROPERTY ACCESS DETAILS.
 2. FOR ALL NON-ROADWAY CURBS AT THE BACK OF SIDEWALK AND ON PRIVATE PROPERTY RE: ROADWAY DETAILS, ROADWAY GEOMETRIC DETAILS AND PROPERTY ACCESS DETAILS.
 3. FOR DECORATIVE SIDEWALK PAVEMENT RE: LANDSCAPE PLANS AND LANDSCAPE DETAILS.
 4. FOR CURB CUT DETAILS RE: ROADWAY DETAILS.
 5. FOR RTD BUS PAD DETAILS RE: ROADWAY DETAILS.
 6. FOR STAIR DETAIL RE: ROADWAY DETAILS.
 7. ALL STRIPING DIMENSIONS MEASURED TO EDGE OF PAVEMENT AND CENTER OF STRIPE.
 8. ALL RADII MEASURED TO FLOWLINE OF CURB.

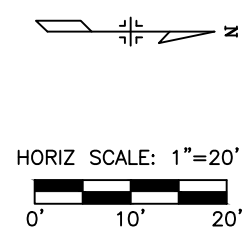


HORIZ SCALE: 1"=40'

0' 20' 40'

Print Date: 12/7/2020 12:10:54 PM	Sheet Revisions	CITY OF ARVADA PUBLIC WORKS DEPARTMENT 8101 RALSTON ROAD ARVADA, CO, 80002	As Constructed	RALSTON RD - YUKON ST TO GARRISON ST		Project No./Code 18-ST-40
File Name: 118355_RDPL_SH01.DWG				ROADWAY PLAN		
Horizontal Scale: 1" = 40' Vertical Scale: N/A				RALSTON ROAD (STA. 127+50 - STA. 133+25)		
FELSBURG HOLT & ULLEVIG	6400 South Fiddlers Green Circle, Suite 1500 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com			Designer: JHH	Structure Numbers	Sheet Number 71
			Revised:	Detailer: BCN		
			Void:	Sheet Subset: ROADWAY	Subset Sheets: PP-12 of 40	

**Know what's below.
Call before you dig.**



The drawing consists of two views of a concrete wheel stop:

- Section View (Top):** Shows a cross-section of the wheel stop. It has a total height of 3.5 feet. The base is 0.7 feet wide, and the top is 0.4 feet wide. A dashed vertical line indicates the centerline.
- Plan View (Bottom):** Shows the top-down view of the wheel stop. The total length is 5 feet 7 inches. The width is 9 inches. There are two 1-inch holes for pins, spaced 2.0 feet apart from each other and 2.0 feet from the ends. The central section between the holes is 4.0 feet long.

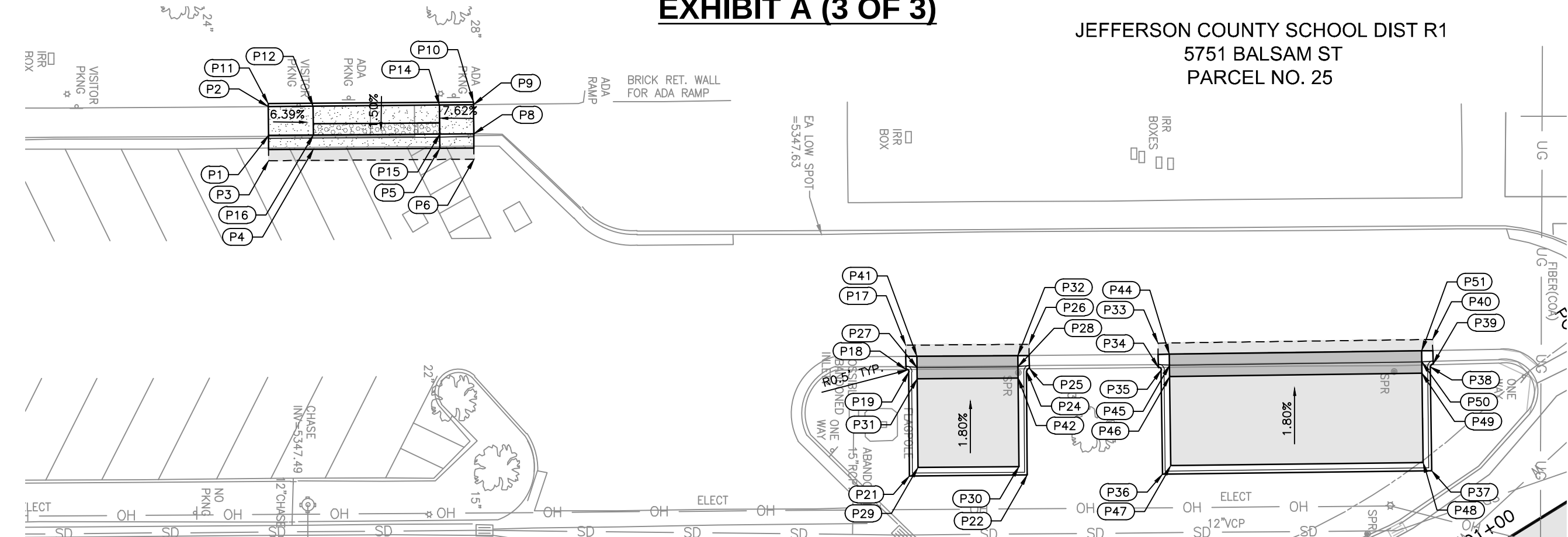
Labels and dimensions include:

- Section View: 0.4', 0.7', 3.5'
- Plan View: 5'-7", 9", 2.0', 4.0', 2.0'
- Text: "1" HOLES FOR PINS (TYP.)", "CONCRETE WHEEL STOP DETAIL - SECTION VIEW", "N.T.S.", "CONCRETE WHEEL STOP DETAIL - PLAN VIEW", "N.T.S."

Print Date: 11/23/2020 4:16:33 PM		R-X	Sheet Revisions			CITY OF ARVADA PUBLIC WORKS DEPARTMENT 8101 RALSTON ROAD ARVADA, CO, 80002	As Constructed		RALSTON RD - YUKON ST TO GARRISON ST			Project No./Code	
File Name: 118355_RDPL_SH02.DWG			Date	Comments	Initials		No Revisions:		ROADWAY PLAN			18-ST-40	
Horizontal Scale: 1" = 20' Vertical Scale: N/A							Revised:		Designer: JHH	Structure			
FELSBURG HOLT & ULLEVIG 6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 www.FHUENG.com							Void:		Detailer: BCN	Numbers			
							Sheet Subset: ROADWAY		Subset Sheets: PP-39 of 40		Sheet Number		

EXHIBIT A (3 OF 3)

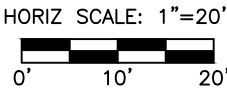
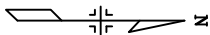
JEFFERSON COUNTY SCHOOL DIST R1
5751 BALSAM ST
PARCEL NO. 25



POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
P1	717359.4670	116272.8857	5348.82	TOP OF RAMP; MATCH EXISTING
P2	717359.4268	116267.7319	5348.90	TOP OF RAMP; MATCH EXISTING
P3	717359.5001	116277.3856	5348.18	EOP, MATCH EXISTING
P4	717367.4857	116275.3291	5348.22	CURB RAMP BOTTOM; EOP
P5	717389.9934	116275.1702	5348.30	CURB RAMP BOTTOM; EOP
P6	717396.0944	116277.1272	5348.24	EOP, MATCH EXISTING
P8	717396.0627	116272.6273	5348.81	EOP, MATCH EXISTING
P9	717396.0258	116267.4061	5348.89	EOP, MATCH EXISTING
P10	717396.0223	116266.9061	5348.94	EOP, MATCH EXISTING
P11	717359.4223	116267.2319	5348.90	EOP, MATCH EXISTING
P12	717367.4266	116267.6714	5348.39	CURB RAMP BOTTOM
P14	717389.9392	116267.4961	5348.42	CURB RAMP BOTTOM
P15	717389.9758	116272.6703	5348.35	CURB RAMP BOTTOM
P16	717367.4664	116272.8292	5348.31	CURB RAMP BOTTOM
P17	717473.0553	116310.2617	5347.50	EOP, MATCH EXISTING
P18	717473.0765	116314.5588	5347.86	BOC, P.C., MATCH EXISTING

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
P19	717473.5778	116315.0547	5347.88	BOC, P.T.
P21	717473.7263	116333.5596	5347.92	BOC, MATCH EXISTING
P22	717494.7256	116333.3885	5347.87	BOC, MATCH EXISTING
P24	717494.5772	116314.8907	5347.68	BOC, P.T.
P25	717495.0739	116314.3867	5347.78	BOC, P.C., MATCH EXISTING
P26	717495.0439	116310.0933	5347.48	EOP, MATCH EXISTING
P27	717475.0714	116314.2464	5347.39	FLOWLINE
P28	717493.0708	116314.1085	5347.34	FLOWLINE
P29	717475.2142	116332.0476	5347.76	EOP
P30	717493.2136	116331.9005	5347.70	EOP
P31	717475.0874	116316.2463	5347.48	EOP
P32	717493.0548	116312.1086	5347.43	EOP
P33	717518.0309	116309.8762	5347.44	EOP, MATCH EXISTING
P34	717518.0737	116314.2174	5347.75	BOC, P.C., MATCH EXISTING
P35	717518.5771	116314.7110	5347.77	BOC, P.T.
P36	717518.8122	116333.2193	5347.81	EOP, MATCH EXISTING

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
P37	717566.8083	116332.6097	5347.68	EOP, MATCH EXISTING
P38	717566.5732	116314.1003	5347.60	BOC, P.T.
P39	717567.0614	116313.5942	5347.46	BOC, P.C., MATCH EXISTING
P40	717566.9584	116309.2313	5347.25	EOP, MATCH EXISTING
P41	717475.0553	116312.2464	5347.45	EOP
P42	717493.0869	116316.1084	5347.42	EOP
P44	717520.0409	116311.8544	5347.40	EOP
P45	717520.0663	116313.8542	5347.27	FLOWLINE
P46	717520.0917	116315.8540	5347.36	EOP
P47	717520.2930	116331.7004	5347.64	EOP
P48	717565.2894	116331.1289	5347.51	EOP
P49	717565.0878	116315.2566	5347.23	EOP
P50	717565.0624	116313.2568	5347.14	FLOWLINE
P51	717565.0370	116311.2570	5347.21	EOP



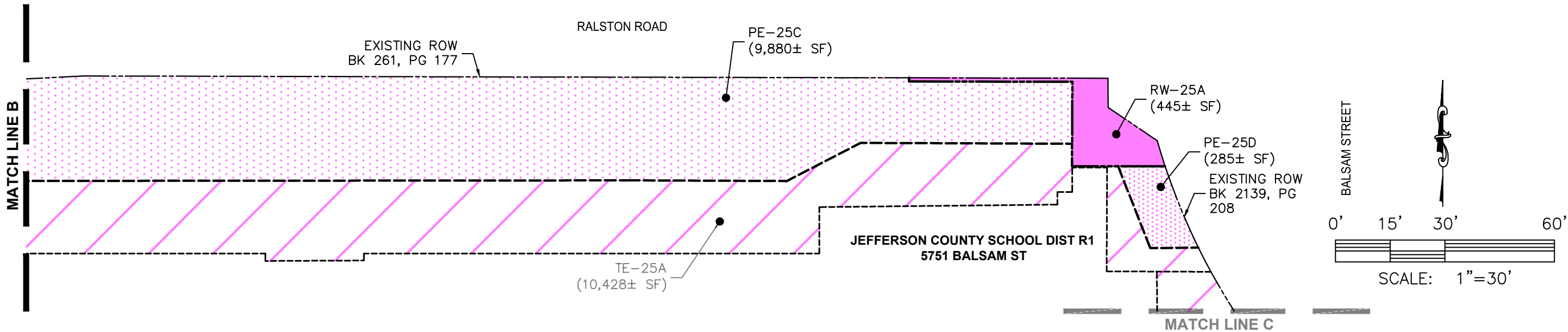
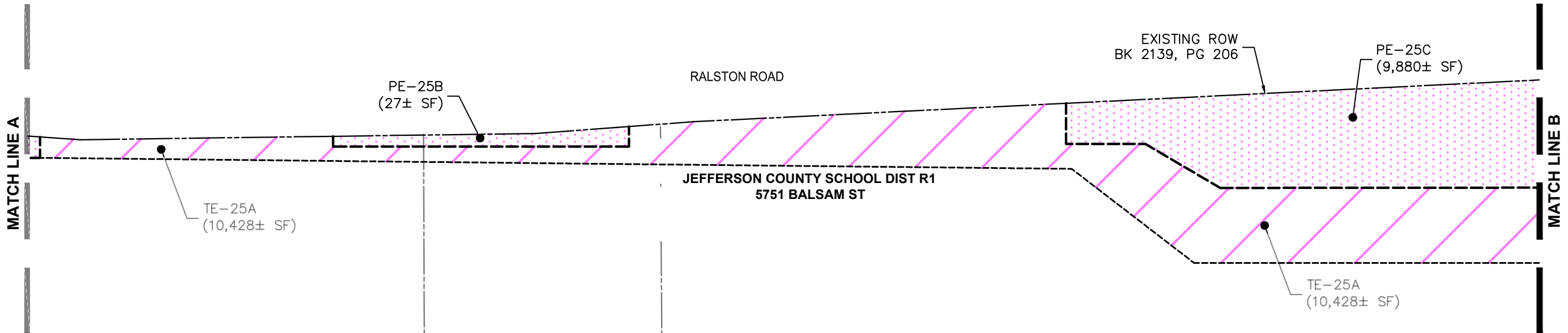
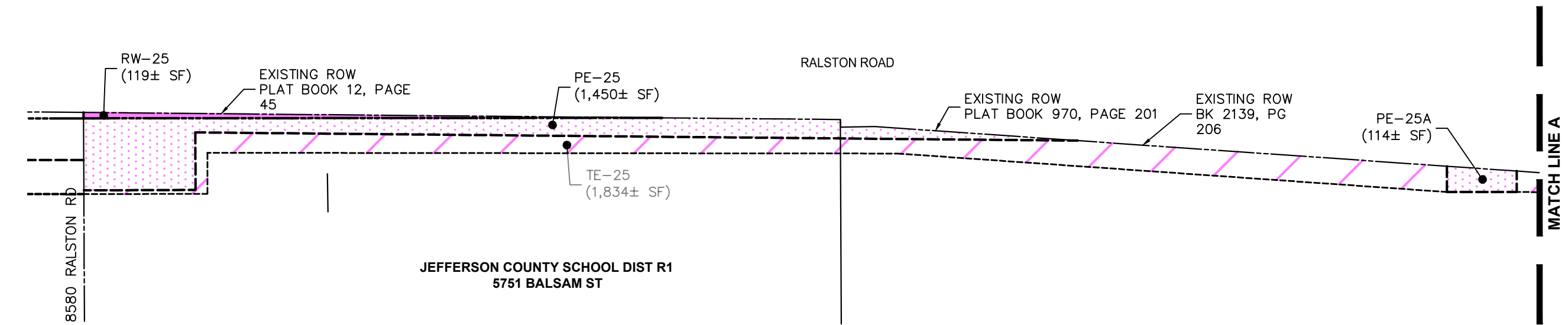
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E:\118355-01 Ralston Rd	Print Date: 11/23/2020 4:17:04 PM		R-X	Sheet Revisions			CITY OF ARVADA PUBLIC WORKS DEPARTMENT 8101 RALSTON ROAD ARVADA, CO, 80002	As Constructed		RALSTON RD - YUKON ST TO GARRISON ST ROADWAY PLAN SCHOOL PARKING LOT			Project No./Code	
	File Name: 118355_RDPL_SH02.DWG			Date	Comments	Initials		No Revisions:					18-ST-40	
	Horizontal Scale: 1" = 20' Vertical Scale: N/A							Revised:		Designer: JHH	Structure			
	FELSBURG HOLT & ULLEVIG 6300 South Syracuse Way, Suite 600 Centennial CO 80111 Phone: 303.721.1440 www.FHUENG.com							Void:		Detailer: BCN	Numbers			
										Sheet Subset: ROADWAY	Subset Sheets: PP-40 of 40		Sheet Number	



6300 South Syracuse Way, Suite 600
Centennial, CO 80111
Phone: 303.721.1440
www.FHUENG.com

EXHIBIT B



NO.	REVISION	DATE	BY
1			
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

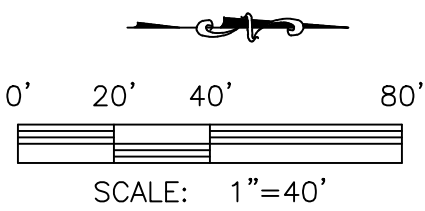
CITY OF
ARVADA

PROJECT NO. 18-ST-40
RALSTON ROAD
EXHIBIT B
YUKON STREET TO GARRISON STREET

ENGINEER	TT
DESIGN BY	FHU
DRAWN BY	TT

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OF	2

EXHIBIT B



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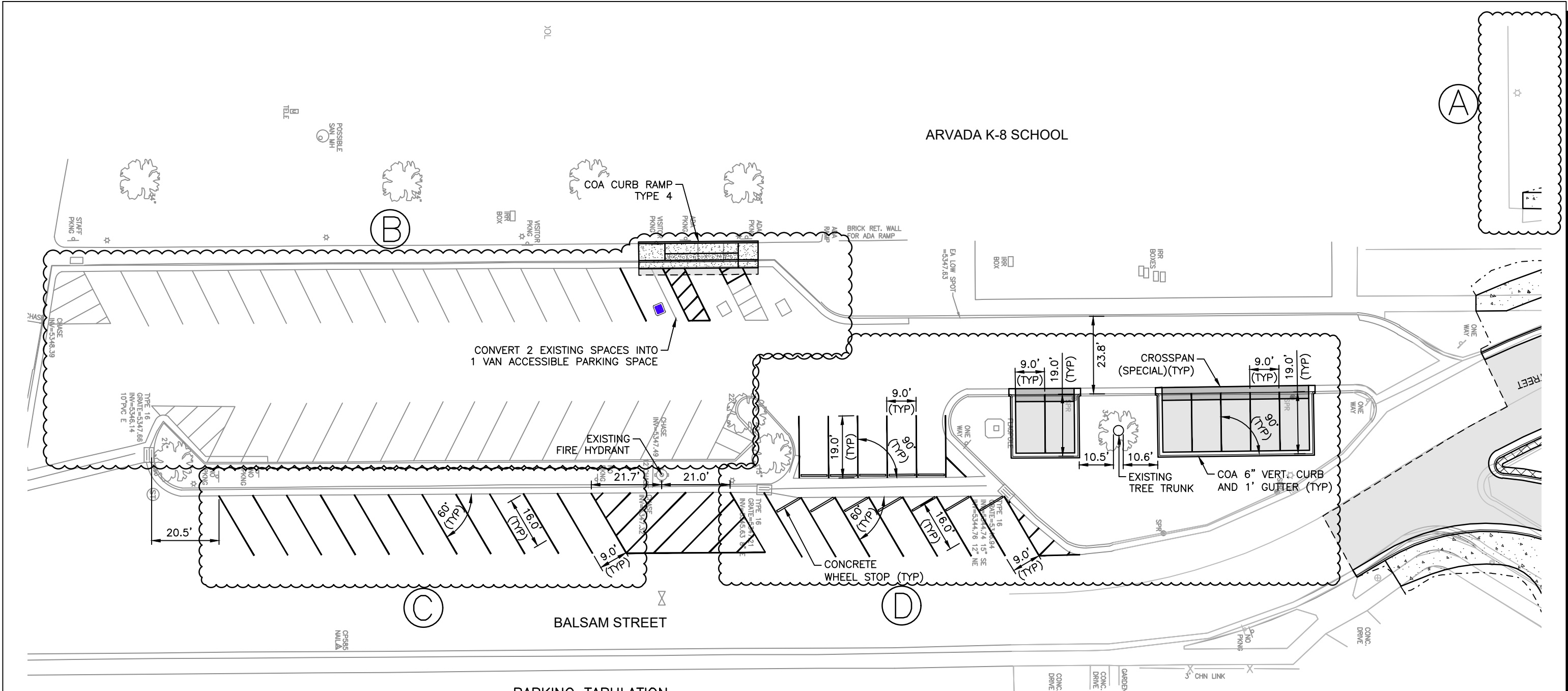
Public Works Department Engineering Division 8101 Ralston Road Arvada, Colorado 80002 Phone 720-898-7640
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PROJECT NO. 18-ST-40 RALSTON ROAD EXHIBIT B YUKON STREET TO GARRISON STREET
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ENGINEER TT DESIGN BY FHU DRAWN BY TT
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SHT OF	2 2
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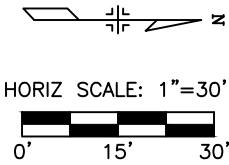
EXHIBIT C (1 OF 2)



PARKING TABULATION

AREA	DESCRIPTION	EXISTING PARKING SPACES*	FUTURE PARKING SPACES*	NET CHANGE	EXISTING ADA SPACES	FUTURE ADA SPACES	NET CHANGE
---	57TH AVE PARKING LOT	37	37	0	2	2	0
---	WEST PARKING LOT (ESTIMATE)	16	16	0	0	0	0
A	PARKING ADJACENT RALSTON RD.	18	10	-8	1	0	-1
B	EXISTING SCHOOL PARKING	35	34	-1	2	3	1
C	EXISTING BALSAM PARKING	11	11	0	0	0	0
D	NEW SCHOOL PARKING	0	20	20	0	0	0
TOTAL		117	128	11	5	5	0

*INCLUDES ADA SPACES (MINIMUM OF 5 ADA SPACES REQUIRED)



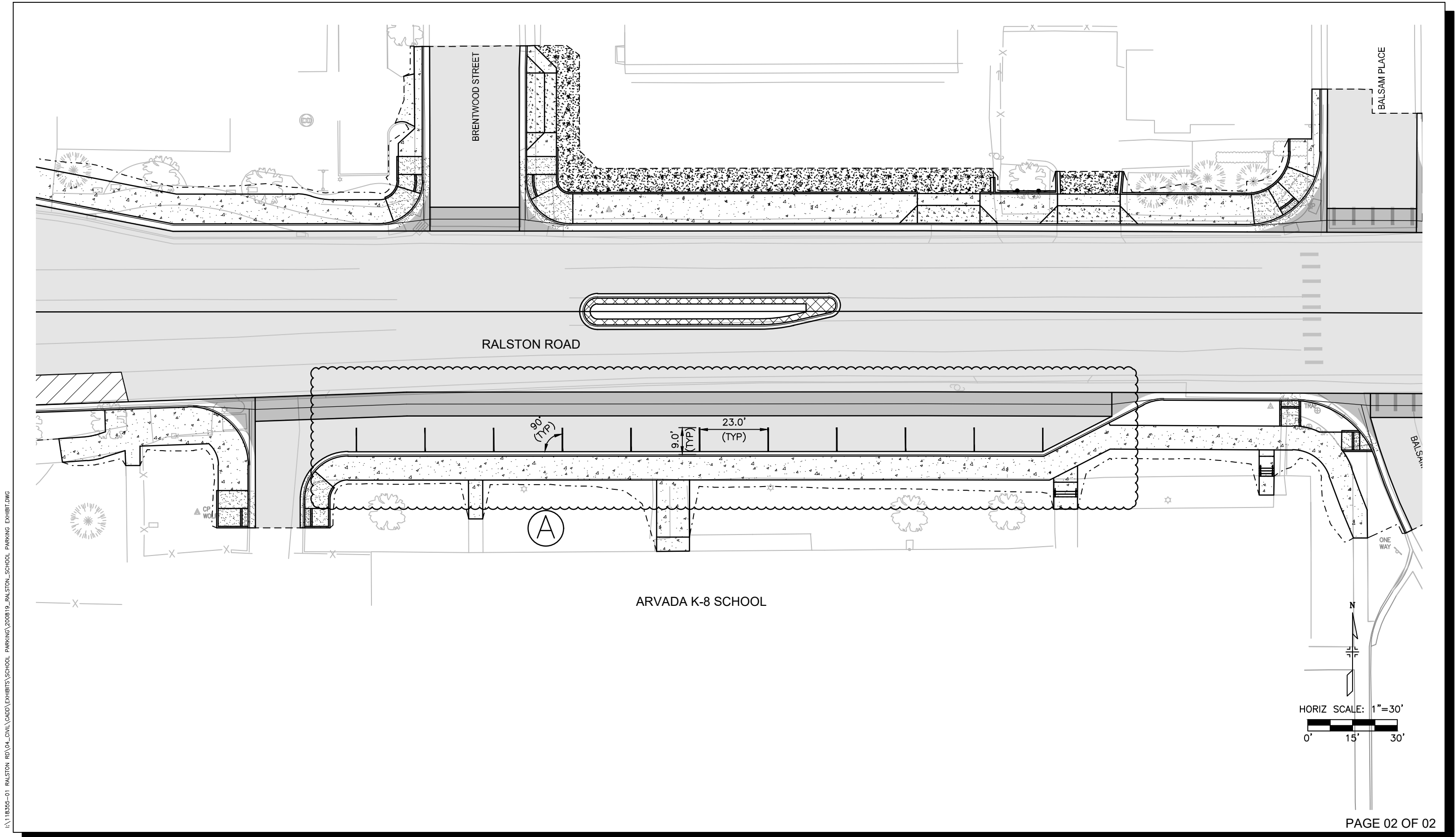


EXHIBIT D

Quit Claim Deed

Permanent Easement

Temporary Construction Easement

**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED

Fee Parcel (RW-25)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: RW-25

December 17, 2020

DESCRIPTION

A Parcel No. RW-25 of the City of Arvada, Right of Way Project Number 18-ST-40, containing 119 sq. ft. (0.003 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said parcel being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet to the Southeast Sixteenth Corner of said Section 10, Thence South 89°08'23" East, a distance of 809.39 feet, to a point on the east line of Lot 6, Glen Ellen Subdivision, recorded at Plat Book 12, Page 45 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence South 89°27'57" East, a distance of 152.91 feet;

Thence South 89°57'02" West, a distance of 152.89 feet, to a point on the east line of Lot 6, Glen Ellen Subdivision, recorded at Plat Book 12, Page 45 of the Jefferson County Records;

Thence along said east line, North 00°13'45" West, a distance of 1.56 feet, more or less, to the **POINT OF BEGINNING**.

The above-described parcel contains 119 sq. ft. (0.003 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (RW-25A)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: RW-25A

December 17, 2020

DESCRIPTION

A Parcel No. RW-25A of the City of Arvada, Right of Way Project Number 18-ST-40, containing 445 sq. ft. (0.010 acres), more or less, in the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said parcel being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence North 89°12'21" East, a distance of 1318.50 feet, to the South Sixteenth Corner of said Section 10 and common to Section 11, Thence South 84°25'11" East, a distance of 568.92 feet, to a point on the existing west right of way line of Balsam Street, recorded at Book 2139, Page 208 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence departing said west line, South 90°00'00" West, a distance of 12.87 feet;

Thence South 90°00'00" West, a distance of 12.63 feet;

Thence North 00°13'27" East, a distance of 6.17 feet;

Thence North 00°13'27" East, a distance of 16.94 feet;

Thence North 89°52'19" West, a distance of 44.75 feet;

Thence North 00°13'27" East, a distance of 1.00 feet, to the existing south right of way line of Ralston Road, recorded at Book 261, Page 177 of the Jefferson County Records;

Thence along said south line, South 89°52'19" East, a distance of 54.50 feet, to a point on the existing west right of way line of Balsam Street, recorded at Book 2139, Page 208 of the Jefferson County Records;

Thence along said existing west right of way line of Balsam Street, South 00°29'19" East, a distance of 8.00 feet;

Thence continuing along said existing west right of way line of Balsam Street, South 55°53'27" East, a distance of 16.21 feet;

Thence continuing along said existing west right of way line of Balsam Street, on the arc of a curve to the left, a radius of 176.00 feet, a central angle of 02°23'11", a distance of 7.33 feet, (a chord bearing South 17°10'53.43" East, a distance of 7.33 feet) more or less, to the **POINT OF BEGINNING**.

The above-described parcel contains 445 sq. ft. (0.010 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (PE-25)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40
PARCEL NUMBER: PE-25
December 17, 2020
DESCRIPTION

A Permanent Easement No. PE-25 of the City of Arvada, Right of Way Project Number 18-ST-40, containing 1450 sq. ft. (0.033 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence South 88°57'09" East, a distance of 1072.23 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence departing said existing south right of way line of Ralston Road, North 89°27'57" West, a distance of 233.21 feet;

Thence South 00°07'13" East, a distance of 15.20 feet;

Thence South 89°46'15" West, a distance of 29.50 feet, to a point on the east line of Lot 6, Glen Ellen Subdivision, recorded at Plat Book 12, Page 45 of the Jefferson County Records;

Thence along said east line, North 00°13'45" West, a distance of 8.03 feet;

Thence continuing along said east line, North 00°13'45" West, a distance of 11.00 feet;

Thence North 89°57'02" East, a distance of 152.89 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records;

Thence along said existing south right of way line of Ralston Road, South 89°27'57" East, a distance of 47.11 feet;

Thence existing south right of way line of Ralston Road, South 00°13'45" East, a distance of 2.00 feet;

Thence existing south right of way line of Ralston Road, North 89°12'22" East, a distance of 9.14 feet;

Thence existing south right of way line of Ralston Road, South 86°02'13" East, a distance of 53.72 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 1,450 sq. ft. (0.033 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (PE-25A)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: PE-25A

December 17, 2020

DESCRIPTION

A Permanent Easement No. PE-25A of the City of Arvada, Right of Way Project Number 18-ST-40, containing 273 sq. ft. (0.006 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North $89^{\circ}05'10''$ East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence South $88^{\circ}42'32''$ East, a distance of 1169.89 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along said existing south right of way line of Ralston Road, South $86^{\circ}02'13''$ East, a distance of 18.47 feet;

Thence departing said existing south right of way line of Ralston Road, South $00^{\circ}02'58''$ East, a distance of 5.52 feet;

Thence South $89^{\circ}57'02''$ West, a distance of 18.42 feet;

Thence North $00^{\circ}02'58''$ West, a distance of 6.81 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 114 sq. ft. (0.003 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (PE-25B)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: PE-25B

December 17, 2020

DESCRIPTION

A Permanent Easement No. PE-25B of the City of Arvada, Right of Way Project Number 18-ST-40, containing 273 sq. ft. (0.006 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10 and the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence South 88°45'25" East, a distance of 1265.74 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along said existing south right of way line of Ralston Road, North 89°12'22" East, a distance of 53.36 feet, to a point on the east line of the Southeast Quarter of Section 10;

Thence continuing along said existing south right of way line of Ralston Road, North 85°45'28" East, a distance of 24.96 feet;

Thence departing said existing south right of way line of Ralston Road, South 00°02'58" East, a distance of 5.31 feet;

Thence North 89°58'41" West, a distance of 78.24 feet;

Thence North 00°02'58" West, a distance of 2.70 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 273 sq. ft. (0.006 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (PE-25C)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40
PARCEL NUMBER: PE-25C
December 17, 2020
DESCRIPTION

A Permanent Easement No. PE-25C of the City of Arvada, Right of Way Project Number 18-ST-40, containing 9880 sq. ft. (0.227 acres), more or less, in the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence North 89°12'21" East, a distance of 1318.50 feet, to the South Sixteenth Corner of said Section 10 and common to Section 11, Thence South 75°15'26" East, a distance of 145.44 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along said existing south right of way line, North 87°10'05" East, a distance of 129.70 feet;

Thence along on the existing south right of way line of Ralston Road, recorded at Book 261, Page 177 of the Jefferson County Records South 89°52'19" East, a distance of 225.88 feet;

Thence departing said on the existing south right of way line of Ralston Road, South 00°13'27" West, a distance of 1.00 feet;

Thence South 89°52'19" East, a distance of 44.75 feet;

Thence South 00°13'27" West, a distance of 16.94 feet;

Thence North 89°46'33" West, a distance of 57.96 feet;

Thence South 62°44'59" West, a distance of 22.76 feet;

Thence North 89°46'33" West, a distance of 42.47 feet;

Thence South 89°57'02" West, a distance of 238.69 feet;

Thence North 59°31'48" West, a distance of 22.96 feet;

Thence South 89°57'02" West, a distance of 20.94 feet;

Thence North 00°02'58" West, a distance of 10.75 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 9,880 sq. ft. (0.227 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED
Fee Parcel (PE-25D)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: PE-25D

December 17, 2020

DESCRIPTION

A Permanent Easement No. PE-25D of the City of Arvada, Right of Way Project Number 18-ST-40, containing 285 sq. ft. (0.007 acres), more or less, in the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence North 89°12'21" East, a distance of 1318.50 feet, to the South Sixteenth Corner of said Section 10 and common to Section 11, Thence South 84°25'11" East, a distance of 568.92 feet, to a point on the existing west right of way line of Balsam Street, recorded at Book 2139, Page 208 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along said existing west right of way line of Balsam Street, on the arc of a curve to the left, a radius of 176.00 feet, a central angle of 07°50'12", a distance of 24.07 feet, (a chord bearing South 22°17'35" East, a distance of 24.05 feet);

Thence departing said existing west right of way line of Balsam Street, South 89°19'07" West, a distance of 13.19 feet;

Thence North 21°26'05" West, a distance of 24.08 feet;

Thence South 90°00'00" East, a distance of 12.87 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 285 sq. ft. (0.007 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED

Temporary Easement (TE-25)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: TE-25

January 19, 2021

DESCRIPTION

A Temporary Easement No. TE-25 of the City of Arvada, Right of Way Project Number 18-ST-40, containing 1,834 sq. ft. (0.042 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence South 87°36'55" East, a distance of 810.08 feet, to a point on the east line of Lot 6, Glen Ellen Subdivision, recorded at Plat Book 12, Page 45 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along the east line of Lot 6, North 00°13'45" West, a distance of 0.97 feet;

Thence departing said east line of Lot 6, North 89°46'15" East, a distance of 29.50 feet;

Thence North 00°07'13" West, a distance of 15.20 feet;

Thence South 89°27'57" East, a distance of 233.21 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records;

Thence along said existing south right of way line, South 86°02'13" East, a distance of 97.78 feet;

Thence departing said existing south right of way line, South 00°02'58" East, a distance of 6.81 feet;

Thence North 85°59'36" West, a distance of 145.41 feet;

Thence North 89°56'13" West, a distance of 182.54 feet;

Thence South 00°02'59" East, a distance of 10.87 feet;

Thence South 89°57'02" West, a distance of 32.64 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Temporary Easement contains 1,834 sq. ft. (0.042 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED

Temporary Easement (TE-25A)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: TE-25A

January 19, 2021

DESCRIPTION

A Temporary Easement No. TE-25A of the City of Arvada, Right of Way Project Number 18-ST-40, containing 10,428 sq. ft. (0.239 acres), more or less, in the Southeast Quarter of the Southeast Quarter of Section 10 and the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence South 88°24'05" East, a distance of 1188.49 feet to the **POINT OF BEGINNING;**

Thence North 00°02'58" West, a distance of 5.52 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records;

Thence along said existing south right of way line of Ralston Road, South 86°02'13" East, a distance of 10.81 feet;

Thence along said existing south right of way line of Ralston Road, North 89°12'22" East, a distance of 66.64 feet;

Thence departing said existing south right of way line of Ralston Road, South 00°02'58" East, a distance of 2.70 feet;

Thence South 89°58'41" East, a distance of 78.24 feet;

Thence North 00°02'58" West, a distance of 5.31 feet, to a point on the existing south right of way line of Ralston Road, recorded at Book 2139, Page 206 of the Jefferson County Records;

Thence along said existing south right of way line of Ralston Road, North 85°45'28" East, a distance of 17.19 feet;

Thence continuing along said existing south right of way line of Ralston Road, North 87°10'05" East, a distance of 98.44 feet;

Thence departing said existing south right of way line of Ralston Road, South 00°02'58" East, a distance of 10.75 feet;

Thence North 89°57'02" East, a distance of 20.94 feet;

Thence South 59°31'48" East, a distance of 22.96 feet;

Thence North 89°57'02" East, a distance of 238.69 feet;

Thence South 89°46'33" East, a distance of 42.47 feet;

Thence North 62°44'59" East, a distance of 22.76 feet;

Thence South 89°46'33" East, a distance of 57.96 feet;

Thence South 00°13'27" West, a distance of 6.17 feet;

Thence South 90°00'00" East, a distance of 12.63 feet;

Thence South 21°26'05" East, a distance of 24.08 feet;

Thence North 89°19'07" East, a distance of 13.19 feet, to a point on the existing west right of way line of Balsam Street, recorded at Book 2139, Page 208, of the Jefferson County Records;

Thence along said existing west right of way line of Balsam Street, on the arc of a curve to the left, a radius of 176.00 feet, a central angle of $02^{\circ}25'45''$, a distance of 7.46 feet, (a chord bearing South $27^{\circ}25'33''$ East, a distance of 7.46 feet);

Thence departing said existing west right of way line of Balsam Street, North $89^{\circ}46'33''$ West, a distance of 28.57 feet;

Thence North $00^{\circ}13'27''$ East, a distance of 28.41 feet;

Thence North $89^{\circ}52'19''$ West, a distance of 9.54 feet;

Thence South $00^{\circ}00'00''$ West, a distance of 6.70 feet;

Thence South $90^{\circ}00'00''$ West, a distance of 4.09 feet;

Thence South $00^{\circ}00'00''$ West, a distance of 3.46 feet;

Thence South $89^{\circ}24'03''$ West, a distance of 65.21 feet;

Thence South $00^{\circ}00'00''$ West, a distance of 12.73 feet;

Thence South $90^{\circ}00'00''$ West, a distance of 124.82 feet;

Thence South $00^{\circ}02'58''$ East, a distance of 1.90 feet;

Thence South $89^{\circ}44'03''$ West, a distance of 27.00 feet;

Thence North $00^{\circ}02'58''$ West, a distance of 2.02 feet;

Thence South $90^{\circ}00'00''$ West, a distance of 145.18 feet;

Thence North $52^{\circ}26'12''$ West, a distance of 40.81 feet;

Thence North $89^{\circ}23'19''$ West, a distance of 272.64 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Temporary Easement contains 10,428 sq. ft. (0.239 acres), more or less.



**CITY OF ARVADA, COLORADO
REAL PROPERTY**

TO BE ACQUIRED

Temporary Easement (TE-25B)

FROM

JEFFERSON COUNTY SCHOOL DIST R1

FOR

Project Code: 18-40

Project Number: 18-ST-40

Assessor Parcel Number 39-113-99-003

Mailing Address: JEFFERSON COUNTY SCHOOL DIST R1
 01829 DENVER WEST DR.
 GOLDEN CO 80401

EXHIBIT "A"

PROJECT NUMBER: 18-ST-40

PARCEL NUMBER: TE-25B

January 19, 2021

DESCRIPTION

A Temporary Easement No. TE-25B of the City of Arvada, Right of Way Project Number 18-ST-40, containing 31,141 sq. ft. (0.715 acres), more or less, in the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 South, Range 69 West, of the 6th Principal Meridian, in Jefferson County, Colorado, said easement being more particularly described as follows:

Commencing at the Center-South Sixteenth Corner of Section 10, Township 3 South, Range 69 West, of the 6th Principal Meridian, Thence North 89°05'10" East, a distance of 1318.85 feet, to the Southeast Sixteenth Corner of said Section 10, Thence North 89°12'21" East, a distance of 1318.50 feet, to the South Sixteenth Corner of said Section 10 and common to Section 11, Thence South 81°43'22" East, a distance of 584.88 feet, to a point on the existing west right of way line of Balsam Street, recorded at Book 2139, Page 208 of the Jefferson County Records and to the **POINT OF BEGINNING**;

Thence along said existing west right of way line of Balsam Street, on the arc of a curve to the left, a radius of 176.00 feet, a central angle of 13°50'54", a distance of 42.54 feet, (a chord bearing South 35°33'53" East, a distance of 42.44 feet);

Thence continuing along said existing west right of way line of Balsam Street, on the arc of a curve to the right, a radius of 124.00 feet, a central angle of 41°59'51", a distance of 90.89 feet, (a chord bearing South 21°29'19" East, a distance of 88.87 feet);

Thence continuing along said existing west right of way line of Balsam Street, South 89°52'19" East, a distance of 4.64 feet, to the existing west right of way line of Balsam Street as shown on Deed Book 2139, Page 209 of the Jefferson County Records and recorded in Reception Number 585987, of the Jefferson County Records;

Thence along the existing west right of way line of Balsam Street, South 00°01'51" East, a distance of 324.38 feet;

Thence departing said west right of way line, South 89°29'24" West, a distance of 67.37 feet;

Thence North 00°30'36" West, a distance of 172.94 feet;

Thence South 89°29'24" West, a distance of 29.27 feet;

Thence North 00°30'36" West, a distance of 85.15 feet;

Thence North 89°33'24" East, a distance of 23.49 feet;

Thence North 00°26'36" West, a distance of 184.26 feet;

Thence South 89°46'33" East, a distance of 14.81 feet, more or less, to the **POINT OF BEGINNING**.

The above-described Temporary Easement contains 31,141 sq. ft. (0.715 acres), more or less.





REPORT TO CITY COUNCIL

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: Appointments to Boards and Commissions

Report in Brief

City Council will make appointments and reappointments to various boards and commissions as set out below:

Arvada Arts and Culture Commission -

I move to **Appoint** Kim Wagner to the Arvada Arts and Culture Commission for an unexpired term ending April 30, 2024; and Ryan Eschenbach for an unexpired term ending April 30, 2022.

Arvada Festivals Commission -

I move to **Appoint** Stephanie Wells, Jonathan Dunkle, Chris Gartenmann, Joseph Damgaard, Tracey Dailey, and Heather Carlson to the Arvada Festivals Commission for full 3-year terms ending April 30, 2024; Kathryn Holabird to the Arvada Festivals Commission for an unexpired term ending April 30, 2022.

I move to **Reappoint** Michael Bozeman, Charles Jones, Eric Kvamme, and Ethan Lutz, for 3-year terms ending April 30, 2024.

Arvada Liquor Licensing Authority -

I move to **Reappoint** Kevin Bonich to the Arvada Liquor Licensing Authority for a 3-year term ending April 30, 2024.

Arvada Urban Renewal Authority -

Motion by Mayor Williams: I move to **Appoint** Eli Feret to the Arvada Urban Renewal Authority for a 5-year term ending April 30, 2026.

Motion by _____: I move to **ratify** Mayor Williams' appointment of Eli Feret to the Arvada Urban Renewal Authority for a 5-year term ending April 30, 2026.

Board of Adjustment -

I move to **Reappoint** Tom Aljinovich and Richard Derryberry to the Board of Adjustment for 3-year terms ending April 30, 2024.

Building Code Advisory Board -

I move to **Reappoint** Jim Johansen and John Blake Tomlinson to the Building Code Advisory Board for 3-year terms ending April 30, 2024.

Design Review Advisory Committee -

I move to **Reappoint** William Cheever to the Design Review Advisory Committee for a 3-year term ending April 30, 2024.

Golf Advisory Committee -

I move to **Appoint** Sharon Davis, Leif Carlson, and Pete Metropoulos to the Golf Advisory Committee for 3-year terms ending April 30, 2024.

Human Services Advisory Committee -

I move to **Appoint** Keisha Givner to the Human Services Advisory Committee for a 3-year term ending April 30, 2024.

I move to **Reappoint** Heather Arnold-Renicker and Robert Slay for 3-year terms ending April 30, 2024.

Park Advisory Committee -

I move to **Appoint** Jackie Marquis to the Park Advisory Committee for a 3-year term ending April 30, 2024; and Travis Torline to the Park Advisory Committee for an unexpired term ending April 30, 2023. I move to **Reappoint** Abby McNeal, Michael Miller, Stacy Parcell, and Jeri Sampson for 3-year terms ending April 30, 2024.

Planning Commission -

I move to **Appoint** Tim Knapp to the Planning Commission for a 4-year term ending April 30, 2025.

I move to **Reappoint** Douglas Magee for a 4-year term ending April 30, 2025.

Sustainability Advisory Committee -

I move to **Appoint** Jasmina Petrovic and Kia Ruiz to the Sustainability Advisory Committee for 3-year terms ending April 30, 2024; and Laurel Mattrey to the Sustainability Advisory Committee for an unexpired term ending April 30, 2023.

I move to **Reappoint** Keegan Conley, Keith Emery, Cristina Gonzalez-Avram, and Harriett Hall, for 3-year terms ending April 30, 2024.

Transportation Committee -

I move to **Appoint** Jesse Dubin to the Transportation Committee for a 3-year term ending April 30, 2024.

Motion by Mayor Williams: I move to **Appoint** Jim Arndt to the Transportation Committee for a 3-year term ending April 30, 2024.

Motion by _____: I move to **Ratify** Mayor Williams' appointment of Jim Arndt to the Transportation Committee for a 3-year term ending April 30, 2024.

I move to **Reappoint** Jadwiga Brown for a 3-year term ending April 30, 2024.

Prepared by:

Janet Newman, Administrative Specialist

Reviewed by:

Toni Riebschlager, Law Office Administrator 3/22/2021

Approved by:

Rachel Morris, City Attorney 3/22/2021

Lorie Gillis, Deputy City Manager 3/23/2021

Mark Deven, City Manager 3/24/2021

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: Ratification and Approval of CP2021-0001 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Lazy Susan from Jefferson County R-1 (Residential) Zoning to RN-12.5 (Residential Neighborhood) Zoning with an Amendment to Suburban Residential, Located at 16770 and 16790 West 63rd Place

Report in Brief

A Comprehensive Plan Amendment is being requested with the annexation and rezoning application. The property is shown on the Comprehensive Plan Land Use map as Low-Density Residential. Low-Density Residential areas are more rural in character containing larger lot sizes, lower densities, and more open space. As of the May 28, 2020 adoption of the Land Development Code, the new zoning district that aligns with the Low-Density Residential designation is RA (Residential/Agricultural). The RA zone district does not align with the annexation and rezoning history of other properties that have been annexed into the City nor is it compatible with the existing character of the neighborhood. Therefore an amendment to Suburban Residential is being requested. 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-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.

The application addresses these policies by incorporating land within an enclave into the City and zoning it to a RN zone district that is consistent with the existing context and adds to the City's housing stock. As previously mentioned, the Comprehensive Plan Amendment is consistent with the existing neighborhood character and previous annexation and rezoning requests within the neighborhood. Please review the complete Planning Commission staff report located in the Annexation public hearing.

The Planning Commission voted 5-0 (2 absent) in favor of this Comprehensive Plan Amendment during their Public Hearing on February 16, 2021.

The Arvada team recommends that the City Council ratify and approve CP2021-0001 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Lazy Susan from Jefferson County R-1 (Residential) Zoning to RN-12.5 (Residential Neighborhood) Zoning with an Amendment to Suburban Residential, Located at 16770 and 16790 West 63rd Place.

Financial Impact

There are no financial impacts.

SUBJECT: Ratification and Approval of CP2021-0001 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Lazy Susan from Jefferson County R-1 (Residential) Zoning to RN-12.5 (Residential Neighborhood) Zoning with an Amendment to Suburban Residential, Located at 16770 and 16790 West 63rd Place

PAGE: 2
ITEM: 10.A.

Background

Susan Tindell of Lazy Susan, LLC is requesting approval of an Annexation, Rezoning, and Comprehensive Plan Amendment application for two lots owned by the applicant. The property consists of Lots 18 and 19 of the McAtee Laubhan Subdivision which together are comprised of 1.15 acres. The properties are zoned Jefferson County R-1 (Residential) and the requested rezoning is RN-12.5 (Residential Neighborhood). To appropriately align with the Comprehensive Plan, an amendment to Suburban Residential is also being requested. The subject property is located at 16770 and 16790 West 63rd Place and is currently occupied by one single-family home and one outbuilding. The subject property is located just southwest of the intersection of West 64th Avenue and West 63rd Place. The property is part of the McAtee Laubhan Subdivision which was platted in 1956.

Discussion

The following information is provided as the City's team analysis of the Comprehensive Plan amendment considerations.

Comprehensive Plan Amendment Considerations	Rationale
1. The existing Comprehensive Plan is in need of the proposed amendment.	The Comprehensive Plan is in need of this amendment in order to align with the purpose of the RN zone district and character of the existing neighborhood.
2. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Comprehensive Plan.	The proposed amendment to Suburban Residential is compatible with the existing neighborhood and the goals and policies of the Comprehensive Plan.
3. The proposed amendment will have no major negative impacts on transportation, services and facilities.	The proposed amendment will not have any major negative impacts on transportation, services, or facilities.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing planned service provision.	The proposed amendment will not have a negative effect on existing or proposed service provision.
5. The proposed amendment, if for an area that is outside of the City's current municipal boundaries, is consistent with the City's ability to annex the property.	The proposed amendment is for an area outside of the City's municipal boundary, however, it is being processed concurrently with an annexation application and is consistent with the City's ability to annex the property.
6. Strict adherence to the Comprehensive Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan.	Strict adherence to the Comprehensive Plan would result in a property outside of the character of the neighborhood.

SUBJECT: Ratification and Approval of CP2021-0001 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Lazy Susan from Jefferson County R-1 (Residential) Zoning to RN-12.5 (Residential Neighborhood) Zoning with an Amendment to Suburban Residential, Located at 16770 and 16790 West 63rd Place

PAGE: 3
ITEM: 10.A.

7. The proposed Plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.

The proposed amendment will promote the public welfare and is consistent with the Comprehensive Plan.

Public Contact

The required neighborhood meeting for this project took place on February 20, 2020. The applicant and City team members were in attendance. No neighbors attended 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. In addition, the City Council agenda was posted.

Commission Recommendation

Planning Commission voted 5-0 (2 absent) in favor of this Comprehensive Plan Amendment during their Public Hearing on February 16, 2021.

Strategic Alignment

This project aligns with the Community and Economic Development Priority Area within the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council ratify and approve CP2021-0001 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Lazy Susan from Jefferson County R-1 (Residential) Zoning to RN-12.5 (Residential Neighborhood) Zoning with an Amendment to Suburban Residential, Located at 16770 and 16790 West 63rd Place.

Suggested Motion:

I move that CP2021-0001, A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Lazy Susan from Jefferson County R-1 (Residential) Zoning to RN-12.5 (Residential Neighborhood) Zoning with an Amendment to Suburban Residential, Located at 16770 and 16790 West 63rd Place, be (ratified and approved) (rejected).

This motion is based on the findings of fact adopted by Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

SUBJECT: Ratification and Approval of CP2021-0001 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Lazy Susan from Jefferson County R-1 (Residential) Zoning to RN-12.5 (Residential Neighborhood) Zoning with an Amendment to Suburban Residential, Located at 16770 and 16790 West 63rd Place

PAGE: 4
ITEM: 10.A.

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II	3/22/2021
Robert Smetana, Manager of City Planning and Development	3/23/2021
Ryan Stachelski, Director of Community and Economic Development	3/24/2021
Gail Walker, Legal Specialist-Contracts	3/24/2021
Emily Grogg, Senior Assistant City Attorney	3/24/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. CP2021-0001

A RESOLUTION BY THE PLANNING COMMISSION FOR THE CITY OF ARVADA, COLORADO TO AMEND THE 2014 ARVADA COMPREHENSIVE PLAN LAND USE DESIGNATION PERTAINING TO LAZY SUSAN FROM JEFFERSON COUNTY R-1 (RESIDENTIAL) ZONING TO RN-12.5 (RESIDENTIAL NEIGHBORHOOD) ZONING WITH AN AMENDMENT TO SUBURBAN RESIDENTIAL, LOCATED AT 16770 AND 16790 WEST 63RD PLACE.

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014; and

WHEREAS, pursuant to §2.1.1.A of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

WHEREAS, pursuant to Chapter 74, Article III, Section 74-64 of the code of the City of Arvada, the Planning Commission has held a public hearing as required by law, notice thereof being duly published in the Wheat Ridge Transcript and Arvada Press on January 21, 2021, and said public hearing being held before the Planning Commission for the City of Arvada on February 16, 2021.

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

- Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation from Jefferson County R-1 (Residential) zoning to RN-12.5 (Residential Neighborhood) zoning with an amendment to Suburban Residential.
- Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 16th day of February, 2021.

CITY OF ARVADA PLANNING COMMISSION

T.O. Owens, Chairman

ATTEST:

Patricia Connell, Secretary

RATIFIED AND APPROVED this 5th day of April, 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**

Lazy Susan Annexation Annexation/Rezoning/Comprehensive Plan Amendment DA2020-0103

NATURE OF REQUEST

Susan Tindell of Lazy Susan, LLC. is requesting approval of an Annexation, Rezoning, and Comprehensive Plan Amendment application for two lots owned by the applicant. The property consists of Lots 18 and 19 of the McAtee Laubhan Subdivision which together are comprised of 1.15 acres. The properties are zoned Jefferson County R-1 (Residential) and the requested rezoning is RN-12.5 (Residential Neighborhood). To appropriately align with the Comprehensive Plan, an amendment to Suburban Residential is also being requested.

LOCATION AND HISTORY

The subject property is located at 16770 and 16790 West 63rd Place and is currently occupied by one single-family home and one outbuilding. The subject property is located just southwest of the intersection of West 64th Avenue and West 63rd Place. The property is part of the McAtee Laubhan Subdivision which was platted in 1956.



NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on February 20, 2020. The applicant, and staff were in attendance. No neighbors attended the meeting.

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 06, 2020. The standard review timeline allows for three reviews within a 20 week timeframe to reach a Planning Commission public hearing. This project required three reviews and will be presented to Planning Commission within 20 weeks of acceptance of the application.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

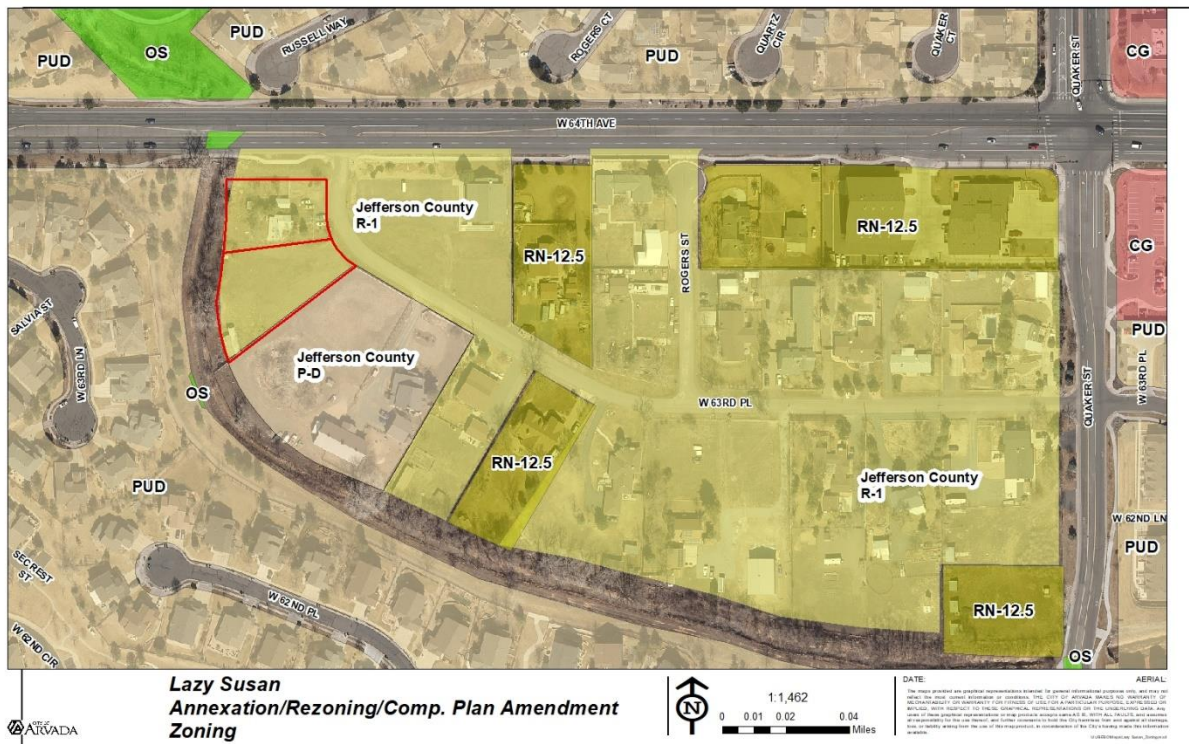
This project aligns with the Community and Economic Development strategic goals.

ZONING AND LAND USE

The subject property is currently zoned Jefferson County R-1 and is approximately 1.15 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North (across W. 64 th Ave.)	PUD (Planned Unit Development)	Single-Family Neighborhood
South	Jefferson County Planned Development	Single-Family Home
East (across W. 63 rd Place)	Jefferson County R-1	Single-Family Home
West	Jefferson County A-2	Church Ditch



The applicant is requesting to rezone the property to RN-12.5 (Residential Neighborhood). The intent of the RN-12.5 zone district is to maintain the character of mature, established neighborhoods in locations where residents expect that the character be relatively stable and allow development, redevelopment, and / or public projects that are consistent with a neighborhood's architectural character. Development standards within this district include a minimum lot size of 12,500 square feet and a minimum lot width of 100 feet.

PROJECT ANALYSIS

Staff Report

Annexation

The applicant desires to annex 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 northern and western property boundaries share a boundary with the City of Arvada and meets this requirement.

Compliance with the Comprehensive Plan

A Comprehensive Plan Amendment is being requested with the annexation and rezoning application.

The property is shown on the Comprehensive Plan Land Use map as Low-Density Residential. Low-Density residential areas are more rural in character containing larger lot sizes, lower densities, and more open space. As of the May 28, 2020 adoption of the Land Development Code, the new zoning district that aligns with the Low-Density Residential designation is RA (Residential/Agricultural). The RA zone district does not align with the annexation and rezoning history of other properties that have been annexed into the City nor is it compatible with the existing character of the neighborhood. Therefore an amendment to Suburban Residential is being requested.

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

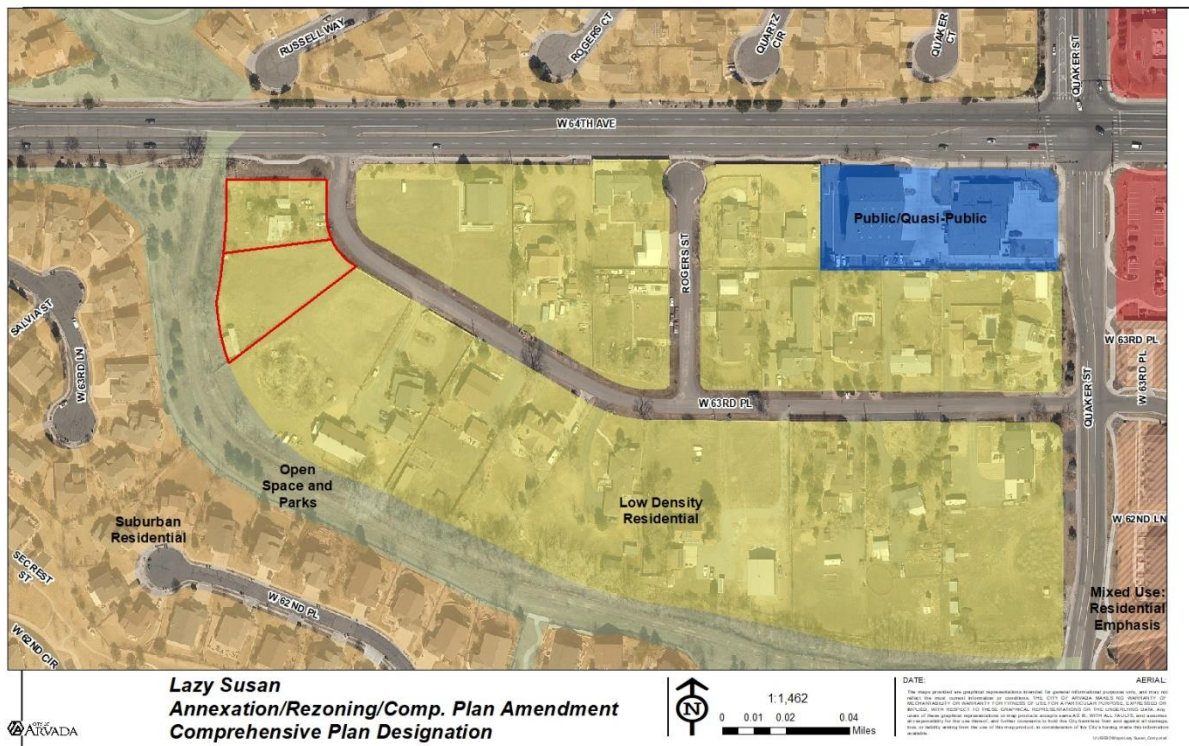
The City will consider the annexation of land that includes land uses that are consistent with the Comprehensive Plan goals, the long-term needs of the community and the City's service capacity.

Goal CC-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.

The application addresses these policies by incorporating land within an enclave into the city and zoning it to a RN zone district that is consistent with the existing context and adds to the City's housing stock. As previously mentioned, the Comprehensive Plan Amendment is consistent with the existing neighborhood character and previous annexation and rezoning requests within the neighborhood.



Setbacks

The setbacks for the RN-12.5 are: 30 feet from the front, 10 feet from the side, and 15 feet from the rear. Setbacks will be reviewed with a building permit.

Building Height

Single-family homes are restricted to a 28-foot height maximum. Height will be reviewed with a building permit.

Parks

Park fees in-lieu of land dedication and park development fees will be required to be paid.

Building Design

Any new building will have to meet the requirements of Chapter 5 of the LDC. Building design will be reviewed with a building permit.

Circulation and Connectivity

One existing driveway exists for Lot 18. A new driveway for Lot 19 will have to be coordinated and approved by Jefferson County who is the owner of the W. 63rd Place right-of-way.

Grading and Drainage

A grading plan will be reviewed with a building permit.

Parking and Loading

Two off-street parking spaces per single-family home is required.

Staff Report

Utility Services

The City has an existing water line in W. 63rd Place and is available for the property. Lot 18 already receives out-of-city water service. A City sanitary sewer line is stubbed in front of Lot 18 and the applicant will be required to construct an extension of the line in order to service Lot 19.

Police and Fire Protection

Arvada Police and Fire are able to serve the property.

School District

School fees in-lieu of land dedication will be required to be paid.

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:

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
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.
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 located within an existing residential neighborhood and already contains one single-family home. The other single-family home can be built in compliance with 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	The City has capacity to serve these two lots.

Comprehensive Plan Amendment Considerations	Rationale
1. The existing Comprehensive Plan is in need of the proposed amendment.	The Comprehensive Plan is in need of this amendment in order to align with the purpose of the RN zone district and character of the existing neighborhood.

Staff Report

2. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Comprehensive Plan.	The proposed amendment to Suburban Residential is compatible with the existing neighborhood and the goals and policies of the Comprehensive Plan.
3. The proposed amendment will have no major negative impacts on transportation, services and facilities.	The proposed amendment will not have any major negative impacts on transportation, services, or facilities.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing planned service provision.	The proposed amendment will not have a negative effect on existing or proposed service provision.
5. The proposed amendment, if for an area that is outside of the City's current municipal boundaries, is consistent with the City's ability to annex the property.	The proposed amendment is for an area outside of the City's municipal boundary, however, it is being processed concurrently with an annexation application and is consistent with the City's ability to annex the property.
6. Strict adherence to the Comprehensive Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan.	Strict adherence to the Comprehensive Plan would result in a property outside of the character of the neighborhood.
7. The proposed Plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.	The proposed amendment will promote the public welfare and is consistent with the Comprehensive Plan.

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 rezoning request to RN-12.5 is consistent with the Comprehensive Plan and the existing character of the neighborhood. Additionally, it is consistent with other previous rezoning requests of other properties in the neighborhood.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The use of the properties as single-family residential is allowed in the RN-12.5 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 necessary to serve the property are available.
4. The intended land use for which the rezoning is sought will not result in significant adverse	Complies	The intended land use (single-family residential) will not have any

Staff Report

impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.		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.

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.

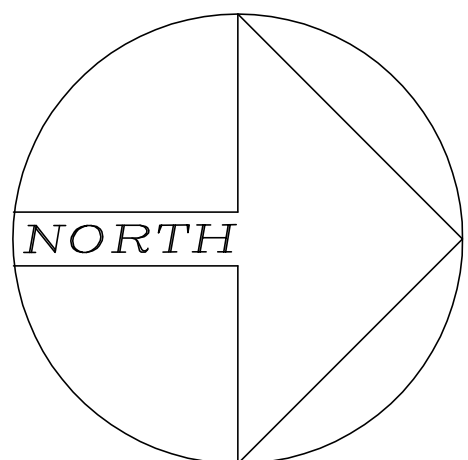
LAZY SUSAN ANNEXATION

BEING LOTS 18 & 19, MCATEE-LAUBHAN SUBDIVISION

LOCATED IN THE NE1/4 OF SEC 14, T3S, R70W OF THE 6TH P.M.

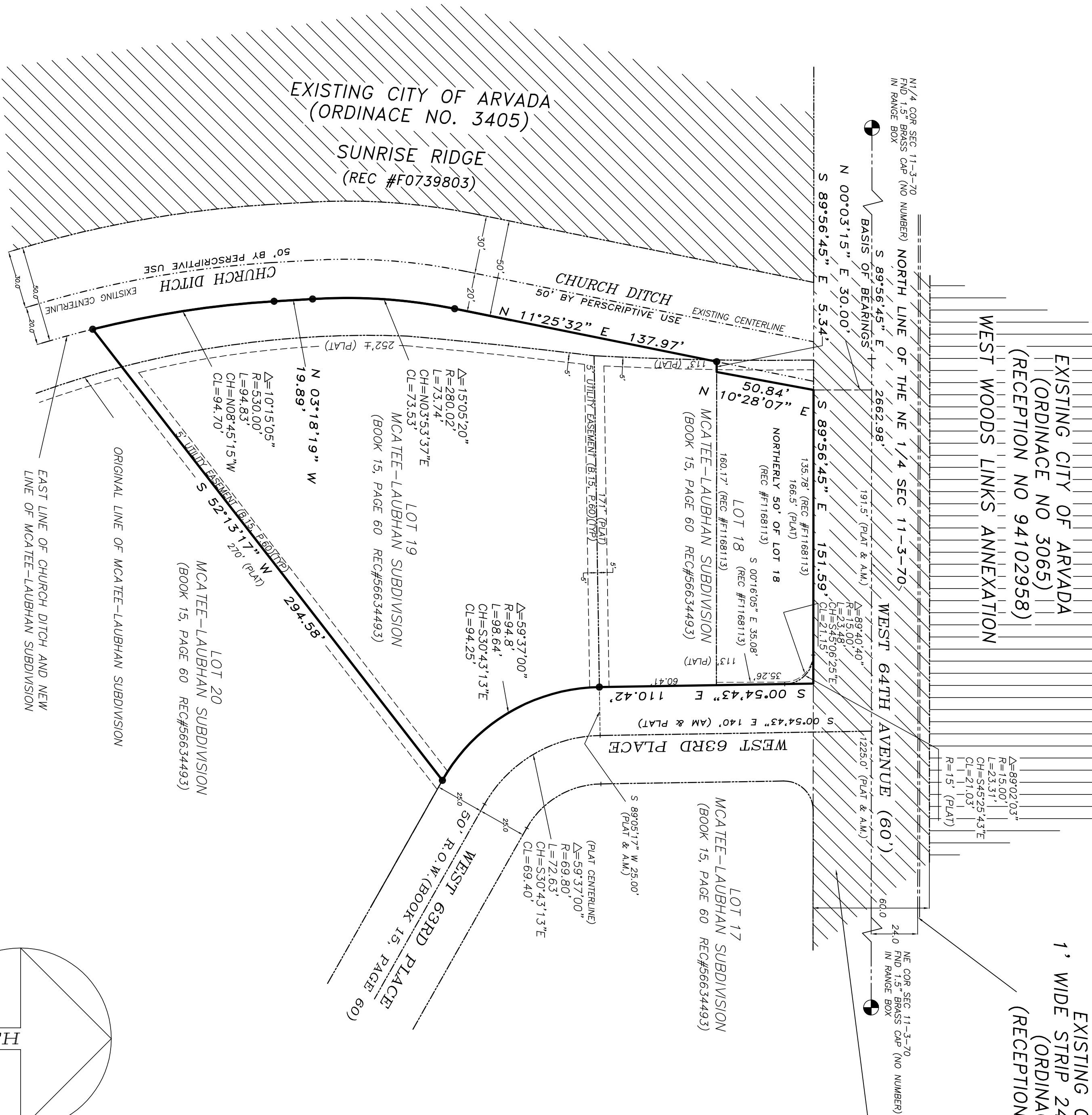
COUNTY OF JEFFERSON, STATE OF COLORADO.

CASE No. 20-127096AX



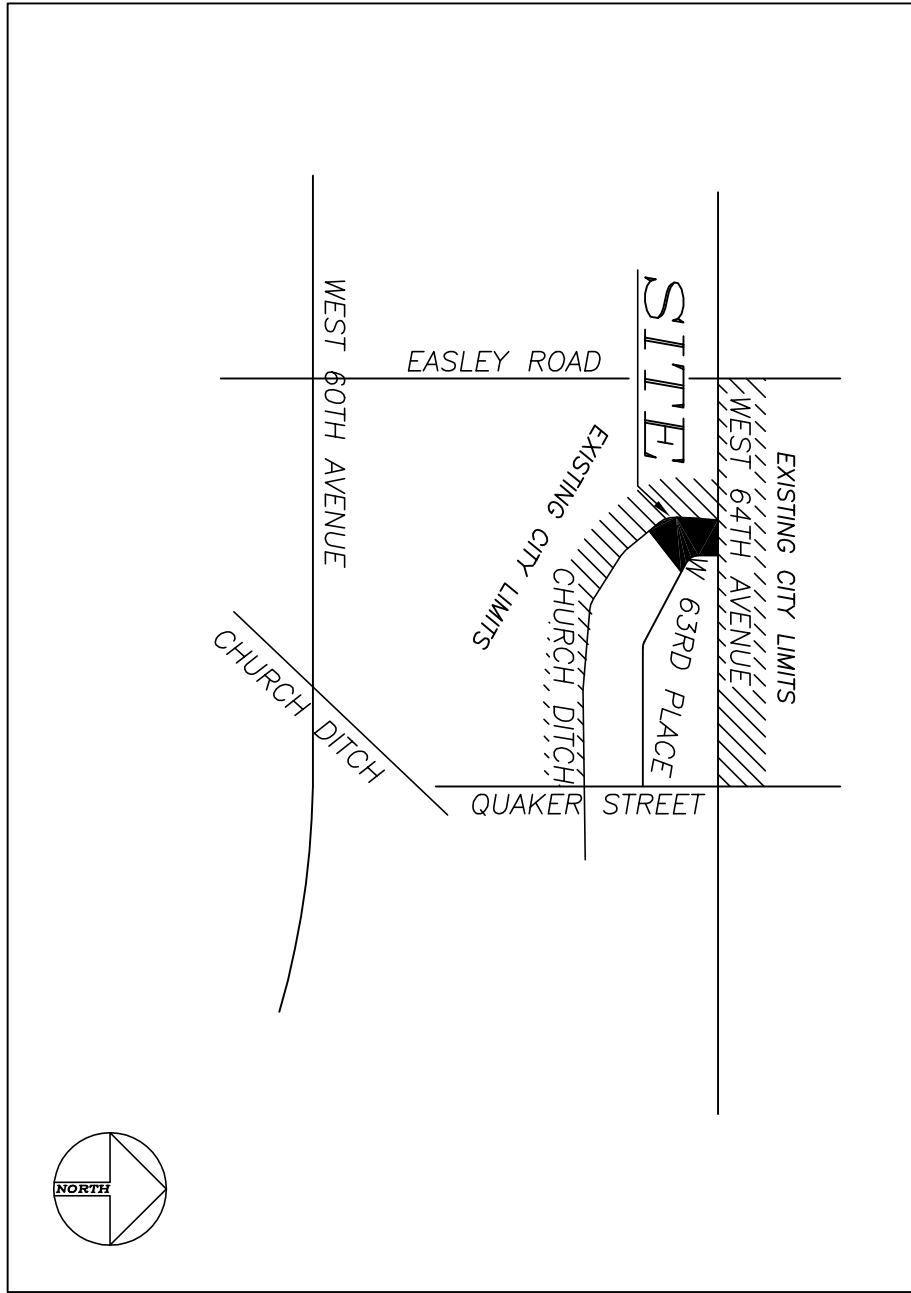
0 20 40 80 120 FT.

SCALE: 1"=40'



EXISTING CITY OF ARVADA
1' WIDE STRIP 24' N. OF SECTION LINE
(ORDINANCE NO 2371)
(RECEPTION NO 86143746)

EXISTING CITY OF ARVADA
(ORDINANCE NO'S 2808 & 2895)
(RECEPTION NO 91052406)



VICINITY MAP
NOT TO SCALE

LEGEND:

- INDICATES FND MONUMENT AS NOTED
- INDICATES SET #4 REBAR W/1" CAP, P.E. & L.S. #11619
- INDICATES EASEMENT LINE
- INDICATES PLAT LINES
- INDICATES ANNEXATION BOUNDARY LINES
- INDICATES DITCH CENTERLINE

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.

JEFFERSON COUNTY CLERK AND RECORDER

BY:

DEPUTY CLERK

LEGAL DESCRIPTION:
LOTS 18 AND 19, MCATEE-LAUBHAN SUBDIVISION, RECORDED IN BOOK 15, PAGE 60, JEFFERSON COUNTY RECORDS, IN THE NE 1/4 OF SECTION 14, T. 3 S., R. 70 W. OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO,
CONTAINING 57,860 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

APPROVAL CERTIFICATE:
APPROVED FOR FILING BY THE CITY OF ARVADA THIS _____ DAY OF _____, 20____.

MAYOR _____ ATTEST: _____
CITY CLERK

ORDINANCE NUMBER _____

ANNEXATION AREA
TOTAL AREA ANNEXATION 57,860 SF 1.33 ACS.
TOTAL BOUNDARY ANNEXATION = 1037.82 FEET
TOTAL BOUNDARY CONTIGUOUS = 534.20' FEET
WITH CITY LIMITS

SIX CONTIGUOUS

NOTE
THIS IS NOT A MONUMENTED LAND SURVEY.

CONTIGUITY STATEMENT

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)(g) THAT ONE-SIXTH (1/6) OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

SURVEYOR'S CERTIFICATE

I, EDGAR B. JENNINGS, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND ACCURATELY DESCRIBES THE LAND TO BE ANNEXED BY THE CITY OF ARVADA. I FURTHER CERTIFY THAT SAID LAND IS GREATER THAN 1/6 CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE CITY OF ARVADA.

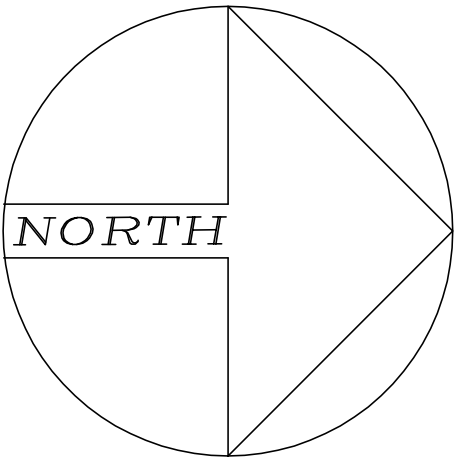
DATE _____ EDGAR B. JENNINGS

NOTE:

1. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SAID NE1/4 OF SECTION 11 AS BEING S 89°56'45" E, ASSUMED AND MONUMENTED AS SHOWN HEREON.

0 20 40 80 120 FT.

SCALE: 1"=40'



PREPARED FOR:		Job #
LAZY SUSAN, LLC		2002-03A
LAZY SUSAN ANNEXATION		Sheet 1 of 1
PARTS OF LOT 18 & 19		
JEFFERSON COUNTY, COLORADO		
DRAWN BY: J.A.	Scale: Hor. 1" = 40'	VERT. 1" = 40'
CHECKED BY: EBJ	Date: 4/13/20	IN 2002 066-0033

REVISED NOV 13, 2020



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
10.B.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: R21-066 A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Lazy Susan, 16770 & 16790 W. 63rd Place

Report in Brief

This resolution is in the nature of a technical, housekeeping measure, intended to ensure compliance with the "Municipal Annexation Act," Section 31-12-101 et seq. Section 31-12-110 of the Act states that "upon completion of the hearing, the governing body of the annexing municipality, by resolution, shall set forth its findings of fact and its conclusions based thereon with reference to the following matters: ." Section 31-12-111 goes on to state that, after the resolution (assuming the resolution determines that the requirements of Section 31-12-104 and 31-12-105 have been met, no election is required, etc.), the governing body may thereupon annex the area by ordinance.

The requirements of Sections 31-12-104 and 31-12-105, as referenced in the resolution (and as asserted in the Petition for Annexation), are technical requirements of eligibility for annexation (e.g., 1/6 contiguity, etc.). Meeting those requirements does not mandate annexation of a given property, thus, in annexation proceedings, Council has the prerogative to adopt such a resolution (finding compliance with the technical requirements of Sections 31-12-104 and 31-12-105) and then reject the companion annexation ordinance (if, for example, it finds that such annexation is not in the best interests of the City).

The Arvada team recommends that the City Council approve R-21-066, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Lazy Susan, 16770 & 16790 W. 63rd Place.

Financial Impact

There is no financial impact associated with the recommended action.

Background

Susan Tindell of Lazy Susan, LLC, is requesting the annexation of two lots owned by Lazy Susan, LLC. The property consists of Lots 18 and 19 of the McAtee Laubhan Subdivision which together are comprised of 1.15 acres. The properties are zoned Jefferson County R-1 (Residential) and the requested rezoning is RN-12.5 (Residential Neighborhood). To appropriately align with the Comprehensive Plan, an amendment to Suburban Residential is also being requested.

The subject property is located at 16770 and 16790 West 63rd Place and is currently occupied by one single-family home and one outbuilding. The subject property is located just southwest of the intersection of West 64th Avenue and West 63rd Place. The property is part of the McAtee Laubhan Subdivision which was platted in 1956.

The Planning Commission voted 5 to 0 (2 absent) to recommend approval to City Council during the public hearing on February 16, 2021.

Discussion

The applicant desires to annex into the City in order to access City water and sanitary sewer service. The purpose of this ordinance and the public hearing on April 5 is to allow City Council consider the approval of the ordinance annexing the property to the City and make findings as to whether the requested annexation is in compliance with the requirements of the Colorado Municipal Annexation Act of 1965, as amended, and the Arvada City Code. Under the Arvada City Code, the City Council must evaluate the Approval Criteria located on the Staff report at page 6:

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
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.
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 located within an existing residential neighborhood and already contains one single-family home. The other single-family home can be built in compliance with 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	The City has capacity to serve these two lots.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

The Planning Commission voted 5 to 0 (2 absent) to recommend approval to City Council during the public hearing on February 16, 2021.

Strategic Alignment

This 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 R-21-066, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Lazy Susan, 16770 & 16790 W. 63rd Place.

Suggested Motion:

SUBJECT: R21-066 A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Lazy Susan, 16770 & 16790 W. 63rd Place

PAGE: 3
ITEM: 10.B.

I move that R21-066, A Resolution Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Land Into the City of Arvada, Colorado, Lazy Susan, 16770 & 16790 W. 63rd Place, be (approved) (rejected).

Prepared by:
Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Sara Hutchinson, Administrative Specialist	3/18/2021
Jeremiah Bebo, Planner II	3/22/2021
Robert Smetana, Manager of City Planning and Development	3/23/2021
Ryan Stachelski, Director of Community and Economic Development	3/24/2021
Gail Walker, Legal Specialist-Contracts	3/24/2021
Emily Grogg, Senior Assistant City Attorney	3/24/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R21-066

A RESOLUTION SETTING FORTH CERTAIN FINDINGS OF FACT AND CONCLUSIONS
AS TO THE ANNEXATION OF CERTAIN LAND INTO THE CITY OF ARVADA,
COLORADO, LAZY SUSAN, 16770 & 16790 W. 63RD PLACE

BE IT RESOLVED 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 Petition for Annexation for certain real property, Lazy Susan, 16770 & 16790 W. 63rd Place, Arvada, Colorado, more fully described in said Petition and having held a public hearing thereon, finds and concludes as follows:

1. That the area proposed to be annexed meets the applicable requirements of §§31-12-104 and 31-12-105 C.R.S., and is eligible for annexation to the City of Arvada.
2. That an election is not required under §31-12-107(2) C.R.S.
3. That no additional terms or conditions are imposed which require an election under §31-12-107(2) C.R.S.

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

APPROVED AND ADOPTED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

From: Ervin Zimmer

Date: March 23, 2021 at 9:08:32 AM MDT

To: Kristen <kristen@arvada.org>

Subject: Lzy Susan Annexation, DA2020-0103

Kristen,

I live two doors East of Susan and I am completely in favor of Susan getting this annexation. She and her husband are good neighbors and have great plans in the future for this property.

Thanks for the opportunity to respond to the Public Hearing this way.

Ervin Zimmer

16620 W 63rd Pl

Golden, CO



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.C.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: CB21-009 An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place (Ordinance No. 4756)

Report in Brief

Susan Tindell of Lazy Susan, LLC, is requesting the annexation of two lots owned by Lazy Susan, LLC. The property consists of Lots 18 and 19 of the McAtee Laubhan Subdivision which together are comprised of 1.15 acres. The properties are zoned Jefferson County R-1 (Residential) and the requested rezoning is RN-12.5 (Residential Neighborhood). To appropriately align with the Comprehensive Plan, an amendment to Suburban Residential is also being requested.

The Planning Commission voted 5 to 0 (2 absent) to recommend approval to City Council during the public hearing on February 16, 2021.

The Arvada team recommends that CB21-009, An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place be approved.

Financial Impact

There will be no financial impact.

Background

The subject property is located at 16770 and 16790 West 63rd Place and is currently occupied by one single-family home and one outbuilding. The subject property is located just southwest of the intersection of West 64th Avenue and West 63rd Place. The property is part of the McAtee Laubhan Subdivision which was platted in 1956.

Discussion

The applicant desires to annex into the City in order to access City water and sanitary sewer service. The purpose of this ordinance and the public hearing on April 5 is to allow City Council consider the approval of the ordinance annexing the property to the City and make findings as to whether the requested annexation is in compliance with the requirements of the Colorado Municipal Annexation Act of 1965, as amended, and the Arvada City Code. Under the Arvada City Code, the City Council must evaluate the Approval Criteria located on the Staff report at page 6:

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
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.

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 located within an existing residential neighborhood and already contains one single-family home. The other single-family home can be built in compliance with 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	The City has capacity to serve these two lots.

Public Contact

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council. The required neighborhood meeting for this project took place on February 20, 2020. The applicant, and City team members were in attendance. No neighbors attended 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 0 (2 absent) to recommend approval to City Council during the public hearing on February 16, 2021.

Strategic Alignment

This 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 CB21-009, An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place.

Suggested Motion:

I move that CB21-009, An Ordinance Annexing Certain Land Into the City of Arvada, Lazy Susan, 16770 & 16790 W. 63rd Place, be (approved on final reading, numbered 4756 and ordered published by title only) (rejected).

Prepared by:
Sara Hutchinson, Administrative Specialist

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II	3/22/2021
Josie Suk, Development Systems and Administrative Manager	3/22/2021
Robert Smetana, Manager of City Planning and Development	3/23/2021
Ryan Stachelski, Director of Community and Economic Development	3/24/2021
Gail Walker, Legal Specialist-Contracts	3/24/2021
Emily Grogg, Senior Assistant City Attorney	3/24/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-009
ORDINANCE NO. 4756

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA,
LAZY SUSAN, 16770 & 16790 W. 63RD PLACE

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 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.
2. That an election is not required under Section 31-12-107(2) C.R.S.
3. That no additional terms or conditions are imposed which would require an election under Section 31-12-107(2) C.R.S.

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 AT:

LOTS 18 AND 19, MCATEE-LAUBHAN SUBDIVISION, RECORDED IN BOOK 15
AT PAGE 60, JEFFERSON COUNTY RECORDS, IN THE NE ¼ OF SECTION 11, T.
3 S., R. 70 W. OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO,
CONTAINING 57,860 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

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 15th day of March, 2021.

PASSED, ADOPTED, AND APPROVED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: March 18, 2021
 April 8, 2021

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

Lazy Susan Annexation Annexation/Rezoning/Comprehensive Plan Amendment DA2020-0103

NATURE OF REQUEST

Susan Tindell of Lazy Susan, LLC. is requesting approval of an Annexation, Rezoning, and Comprehensive Plan Amendment application for two lots owned by the applicant. The property consists of Lots 18 and 19 of the McAtee Laubhan Subdivision which together are comprised of 1.15 acres. The properties are zoned Jefferson County R-1 (Residential) and the requested rezoning is RN-12.5 (Residential Neighborhood). To appropriately align with the Comprehensive Plan, an amendment to Suburban Residential is also being requested.

LOCATION AND HISTORY

The subject property is located at 16770 and 16790 West 63rd Place and is currently occupied by one single-family home and one outbuilding. The subject property is located just southwest of the intersection of West 64th Avenue and West 63rd Place. The property is part of the McAtee Laubhan Subdivision which was platted in 1956.



NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on February 20, 2020. The applicant, and staff were in attendance. No neighbors attended the meeting.

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 06, 2020. The standard review timeline allows for three reviews within a 20 week timeframe to reach a Planning Commission public hearing. This project required three reviews and will be presented to Planning Commission within 20 weeks of acceptance of the application.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

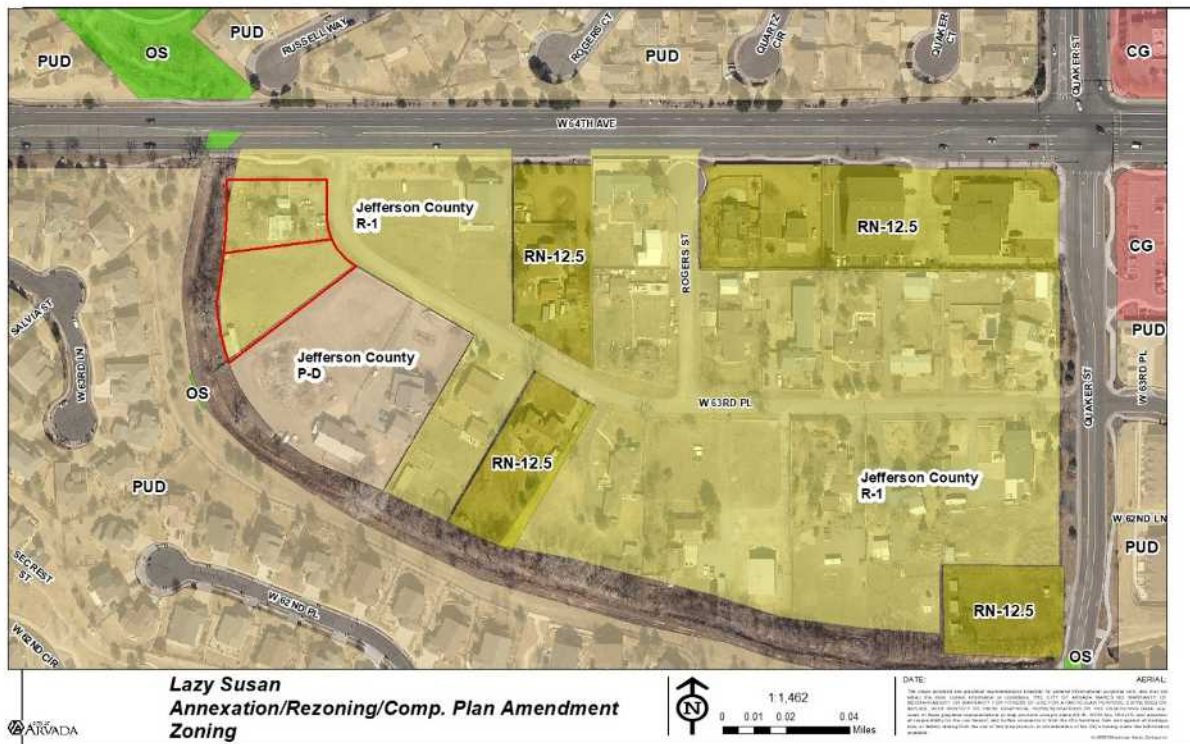
This project aligns with the Community and Economic Development strategic goals.

ZONING AND LAND USE

The subject property is currently zoned Jefferson County R-1 and is approximately 1.15 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North (across W. 64 th Ave.)	PUD (Planned Unit Development)	Single-Family Neighborhood
South	Jefferson County Planned Development	Single-Family Home
East (across W. 63 rd Place)	Jefferson County R-1	Single-Family Home
West	Jefferson County A-2	Church Ditch



The applicant is requesting to rezone the property to RN-12.5 (Residential Neighborhood). The intent of the RN-12.5 zone district is to maintain the character of mature, established neighborhoods in locations where residents expect that the character be relatively stable and allow development, redevelopment, and / or public projects that are consistent with a neighborhood's architectural character. Development standards within this district include a minimum lot size of 12,500 square feet and a minimum lot width of 100 feet.

PROJECT ANALYSIS

Annexation

The applicant desires to annex 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 northern and western property boundaries share a boundary with the City of Arvada and meets this requirement.

Compliance with the Comprehensive Plan

A Comprehensive Plan Amendment is being requested with the annexation and rezoning application.

The property is shown on the Comprehensive Plan Land Use map as Low-Density Residential. Low-Density residential areas are more rural in character containing larger lot sizes, lower densities, and more open space. As of the May 28, 2020 adoption of the Land Development Code, the new zoning district that aligns with the Low-Density Residential designation is RA (Residential/Agricultural). The RA zone district does not align with the annexation and rezoning history of other properties that have been annexed into the City nor is it compatible with the existing character of the neighborhood. Therefore an amendment to Suburban Residential is being requested.

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

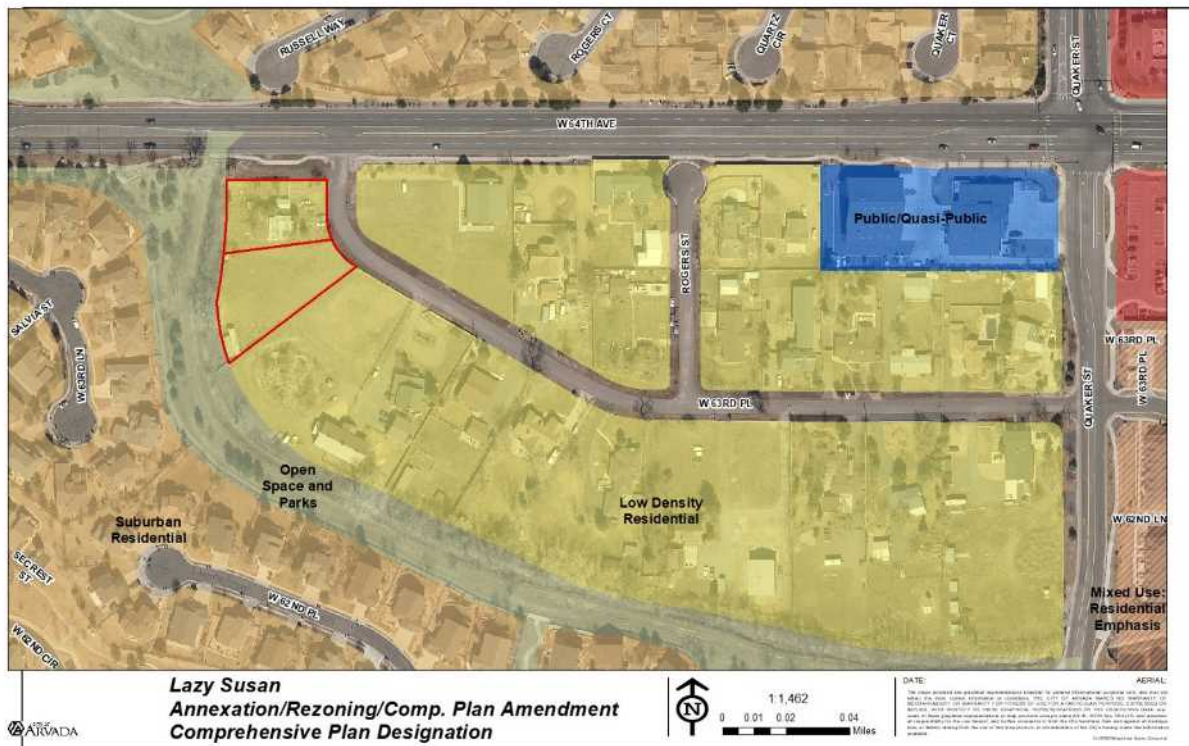
The City will consider the annexation of land that includes land uses that are consistent with the Comprehensive Plan goals, the long-term needs of the community and the City's service capacity.

Goal CC-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.

The application addresses these policies by incorporating land within an enclave into the city and zoning it to a RN zone district that is consistent with the existing context and adds to the City's housing stock. As previously mentioned, the Comprehensive Plan Amendment is consistent with the existing neighborhood character and previous annexation and rezoning requests within the neighborhood.



Setbacks

The setbacks for the RN-12.5 are: 30 feet from the front, 10 feet from the side, and 15 feet from the rear. Setbacks will be reviewed with a building permit.

Building Height

Single-family homes are restricted to a 28-foot height maximum. Height will be reviewed with a building permit.

Parks

Park fees in-lieu of land dedication and park development fees will be required to be paid.

Building Design

Any new building will have to meet the requirements of Chapter 5 of the LDC. Building design will be reviewed with a building permit.

Circulation and Connectivity

One existing driveway exists for Lot 18. A new driveway for Lot 19 will have to be coordinated and approved by Jefferson County who is the owner of the W. 63rd Place right-of-way.

Grading and Drainage

A grading plan will be reviewed with a building permit.

Parking and Loading

Two off-street parking spaces per single-family home is required.

Utility Services

The City has an existing water line in W. 63rd Place and is available for the property. Lot 18 already receives out-of-city water service. A City sanitary sewer line is stubbed in front of Lot 18 and the applicant will be required to construct an extension of the line in order to service Lot 19.

Police and Fire Protection

Arvada Police and Fire are able to serve the property.

School District

School fees in-lieu of land dedication will be required to be paid.

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:

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
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.
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 located within an existing residential neighborhood and already contains one single-family home. The other single-family home can be built in compliance with 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	The City has capacity to serve these two lots.

Comprehensive Plan Amendment Considerations	Rationale
1. The existing Comprehensive Plan is in need of the proposed amendment.	The Comprehensive Plan is in need of this amendment in order to align with the purpose of the RN zone district and character of the existing neighborhood.

2. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Comprehensive Plan.	The proposed amendment to Suburban Residential is compatible with the existing neighborhood and the goals and policies of the Comprehensive Plan.
3. The proposed amendment will have no major negative impacts on transportation, services and facilities.	The proposed amendment will not have any major negative impacts on transportation, services, or facilities.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing planned service provision.	The proposed amendment will not have a negative effect on existing or proposed service provision.
5. The proposed amendment, if for an area that is outside of the City's current municipal boundaries, is consistent with the City's ability to annex the property.	The proposed amendment is for an area outside of the City's municipal boundary, however, it is being processed concurrently with an annexation application and is consistent with the City's ability to annex the property.
6. Strict adherence to the Comprehensive Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan.	Strict adherence to the Comprehensive Plan would result in a property outside of the character of the neighborhood.
7. The proposed Plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.	The proposed amendment will promote the public welfare and is consistent with the Comprehensive Plan.

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 rezoning request to RN-12.5 is consistent with the Comprehensive Plan and the existing character of the neighborhood. Additionally, it is consistent with other previous rezoning requests of other properties in the neighborhood.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The use of the properties as single-family residential is allowed in the RN-12.5 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 necessary to serve the property are available.
4. The intended land use for which the rezoning is sought will not result in significant adverse	Complies	The intended land use (single-family residential) will not have any

impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.		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.

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.

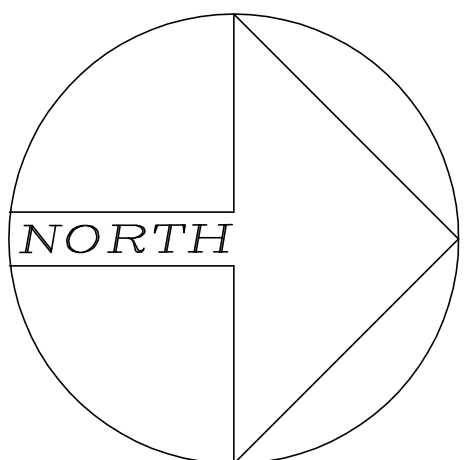
LAZY SUSAN ANNEXATION

BEING LOTS 18 & 19, MCATEE-LAUBHAN SUBDIVISION

LOCATED IN THE NE1/4 OF SEC 14, T3S, R70W OF THE 6TH P.M.

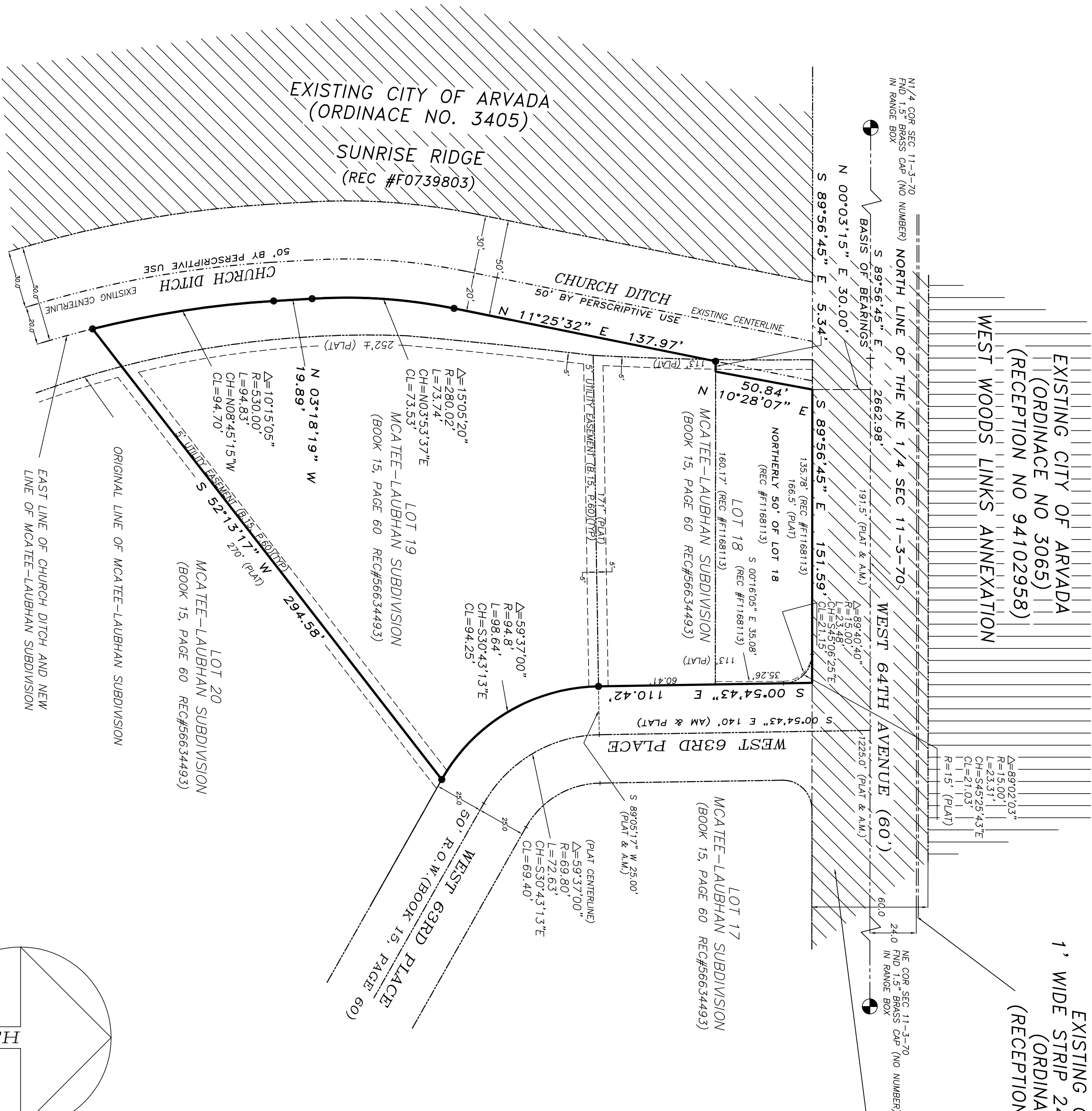
COUNTY OF JEFFERSON, STATE OF COLORADO.

CASE No. 20-127096AX



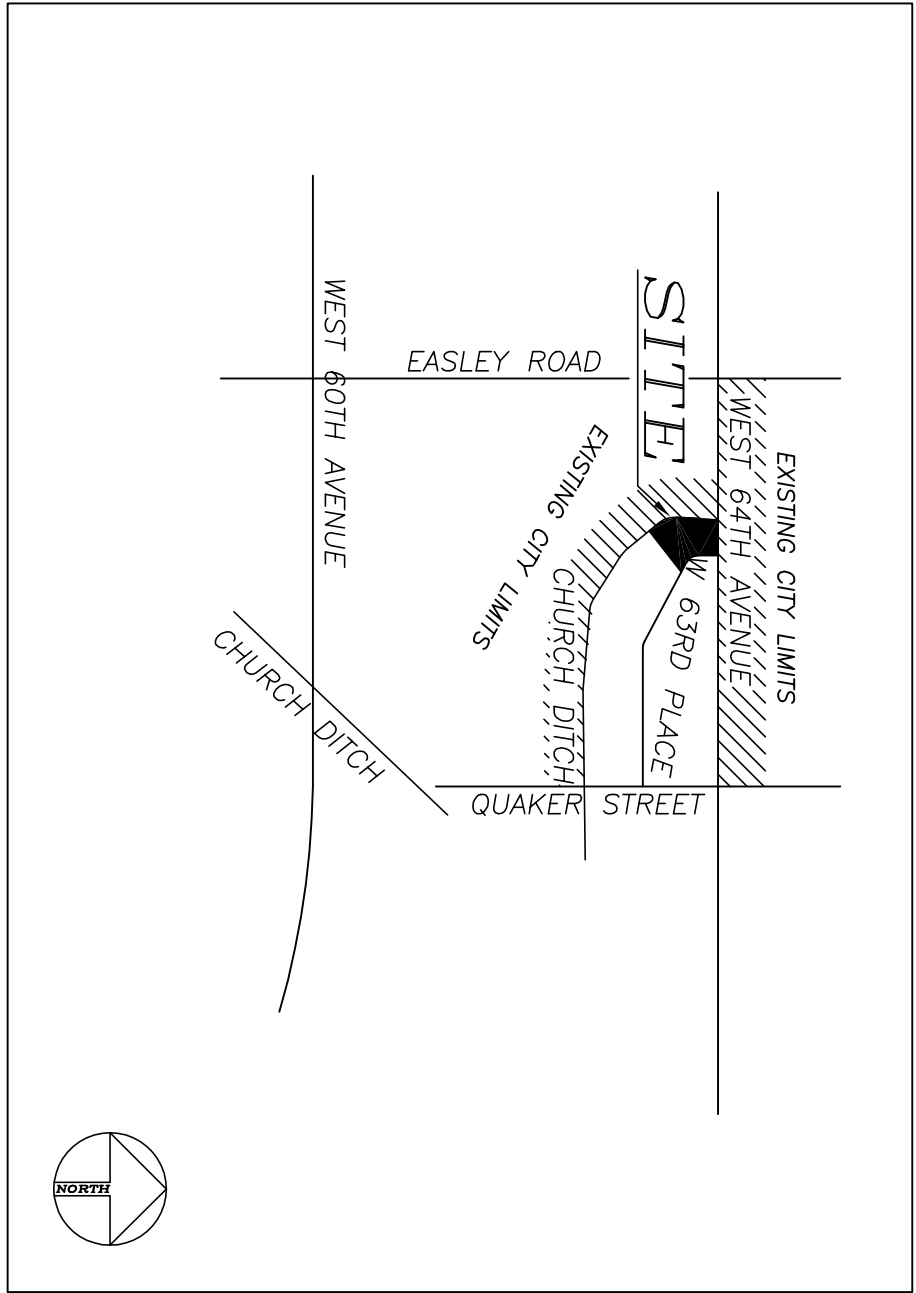
0 20 40 80 120 FT.

SCALE: 1"=40'



EXISTING CITY OF ARVADA
1' WIDE STRIP 24' N. OF SECTION LINE
(ORDINANCE NO 2371)
(RECEPTION NO 86143746)

EXISTING CITY OF ARVADA
(ORDINANCE NO'S 2808 & 2895)
(RECEPTION NO 91052406)



VICINITY MAP
NOT TO SCALE

LEGEND:

- INDICATES FND MONUMENT AS NOTED
- INDICATES SET #4 REBAR W/1" CAP, P.E. & L.S. #11619
- INDICATES EASEMENT LINE
- INDICATES PLAT LINES
- INDICATES ANNEXATION BOUNDARY LINES
- INDICATES DITCH CENTERLINE

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.

JEFFERSON COUNTY CLERK AND RECORDER

BY:

DEPUTY CLERK

LEGAL DESCRIPTION:

LOTS 18 AND 19, MCATEE-LAUBHAN SUBDIVISION, RECORDED IN BOOK 15, PAGE 60, JEFFERSON COUNTY RECORDS. IN THE NE 1/4 OF SECTION 14, T. 3 S., R. 70 W. OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, CONTAINING 57,860 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS _____ DAY OF _____, 20____.

MAYOR _____ ATTEST: _____ CITY CLERK

ORDINANCE NUMBER _____

ANNEXATION AREA

TOTAL AREA ANNEXATION 57,860 SF 1.33 ACS.
TOTAL BOUNDARY ANNEXATION = 1037.82 FEET
TOTAL BOUNDARY CONTIGUOUS = 534.20' FEET WITH CITY LIMITS

SIX CONTIGUOUS

NOTE
THIS IS NOT A MONUMENTED LAND SURVEY.

CONTIGUITY STATEMENT

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)(g) THAT ONE-SIXTH (1/6) PART OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

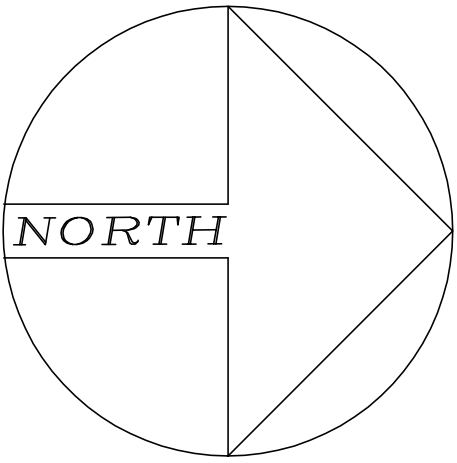
SURVEYOR'S CERTIFICATE

I, EDGAR B. JENNINGS, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND ACCURATELY DESCRIBES THE LAND TO BE ANNEXED BY THE CITY OF ARVADA. I FURTHER CERTIFY THAT SAID LAND IS GREATER THAN 1/6 CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE CITY OF ARVADA.

DATE _____ EDGAR B. JENNINGS

NOTE:

1. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SAID NE1/4 OF SECTION 11 AS BEING S 89°56'45" E, ASSUMED AND MONUMENTED AS SHOWN HEREON.



0 20 40 80 120 FT.

SCALE: 1"=40'

PREPARED FOR:		Job #
LAZY SUSAN, LLC		2002-03A
LAZY SUSAN ANNEXATION		Sheet 1 of 1
PARTS OF LOT 18 & 19		
JEFFERSON COUNTY, COLORADO		
DESIGNED BY: EBJ	Scale: Hor. 1" = 40'	VERT. 1" = 20'
CHECKED BY: EBJ	Date: 4/13/20	IN 2002 066-0033

REVISED NOV 13, 2020



LAZY SUSAN ANNEXATION
RESIDENTIAL ANNEXATION & DEVELOPMENT AGREEMENT

THIS ANNEXATION & DEVELOPMENT AGREEMENT ("Agreement") between Lazy Susan, LLC., a Colorado Limited Liability Company ("Owner/Annexor") and the City of Arvada, Colorado, a Colorado municipal corporation ("City"), shall be effective upon execution by all applicable parties and immediately upon approval by the City of Arvada as evidence by the approval signature where indicated below.

RECITALS AND REPRESENTATIONS:

WHEREAS, the Owner/Annexor represents that it is the sole Owner/Annexor of the following described property generally located [at the corner of W. 64th Avenue and W. 63rd Place,] in the City of Arvada, County of Jefferson, State of Colorado, more fully described as follows:

[See attached Legal Description]

known as McAtee Laubhan Subdivision ("Property").

WHEREAS, the Owner/Annexor desires to annex the Property to the City, and to that end has filed a Petition for Annexation of the Property into the City, pursuant to the Colorado Municipal annexation Act, C.R.S. 31-12-101, et seq.; and

WHEREAS, the City wishes to control its growth in a planned and orderly fashion, maintaining the improvements and the quality of life and the City's ability to provide and enhance environmental amenities, services, and local opportunities for its citizens; and

WHEREAS, the Owner/Annexor is planning development of the Property as single-family residential, which is generally located at W. 64th Avenue and W. 63rd Place. The Owner/Annexor's development and construction plans include the installation of certain public infrastructure including, but not necessarily limited to, sanitary sewer facilities, water line facilities, storm drainage facilities, roadways and emergency access improvements, walks, and landscape improvements, more particularly shown on City Job No. 2020-0103.

WHEREAS, the Owner/Annexor has submitted to the City a proposed Final Plat and construction plans for the Property, which include supporting documentation for the development thereof. The plat, construction plans, and other supporting documents, as approved by the City, are public records on file and available for review at the City of Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. These approved plans and associated documents, are also incorporated into this Agreement for all purposes including illustration and interpretation of

the terms and conditions of this Agreement, and may herein be referred to collectively as the “Final Plans”.

WHEREAS, the parties hereto understand and agree that the intent of this Agreement is to establish obligations and responsibilities with respect to the development of the Property in accordance with the Final Plans, said obligations and responsibilities being covenants that run with the Property, encumbering such and governing the development thereof. The Owner/Annexor shall be affirmatively bound to satisfy all of the obligations and responsibilities set forth herein (including the construction of public improvements).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Arvada of the Final Plans for the Property, the dedication of certain land and/or easements to the City and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. PLAN AND AGREEMENT APPROVALS: The Owner/Annexor, upon approval of the Final Plans for the Property, shall immediately submit copies of the approved Final Plans to the Director of Community and Economic Development. No construction may occur on or associated with the Property and no building permits may be issued until construction documents for all required improvements are submitted and approved by the City Engineer. Upon approval, the Owner/Annexor shall provide the City Engineer the approved final construction plans for the construction of emergency access lanes, water lines, sanitary sewer services, storm drains and storm drainage structures and streets associated with development of the Property, as required by the City. Said Construction Plans shall meet the approval of the City and the proposed development shall be constructed according to the Final Plans. No approval of the public improvements as referenced in the Construction Plans conferred by this Agreement and approval shall be independently made by the City Engineer following the City Engineer’s determination that the plans meet the applicable City engineering specifications, commonly accepted engineering practices, and all applicable codes, ordinances, and State, Federal and local laws.

2. CODE COMPLIANCE: The Owner/Annexor shall comply with all codes, ordinances, and rules and regulations of the City. Development of the Property shall also be in conformance with all aspects of the Final Plans and shall be completed prior to issuance of the first certificate of occupancy within the Property. This shall include, but not be limited to, street and parking lot paving and striping, landscaping, trash enclosures, rooftop and wall mounted equipment, building elevations, and all other requirements of the Final Plans and applicable City codes, ordinances, and rules and regulations.

3. PAYMENT OF FEES: The Owner/Annexor shall pay all fees and other charges in a timely manner as required by the City, including but not limited to building permits, inspection fees, tap fees, drainage fees, park and school dedication and development fees, and departmental review fees imposed by the City by ordinance, rule, resolution, motion, or by the terms and conditions of this Agreement. Unless otherwise agreed to by the City, the Owner/Annexor’s payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier’s check, or cash delivered to the City of Arvada, Municipal Building, 8101 Ralston

Road, Arvada, Colorado 80002. The City shall not accept personal or business checks or drafts not certified by a financial institution as payable.

4. FIRE DISTRICT APPROVALS: The Owner/Annexor shall address all of the comments noted in the referral responses, including any requirements for fire hydrants, emergency access lanes, and fire lane signage, and shall obtain approval from the Fire Protection District having jurisdiction prior to issuance of each building permit and certificate of occupancy (as applicable) for the Property.

5. CONTRACTOR LICENSING: Before proceeding with work contemplated herein, the Owner/Annexor shall ensure that all contractors and/or subcontractors it employs be licensed by the City before the contractor and/or subcontractor may commence work on any improvements associated with development of the Property. The Owner/Annexor shall be responsible for ascertaining the status of any contractor or subcontractor to be utilized in the development of the Property, with respect to any uncorrected deficiencies in that entity's previous, unrelated work within the City or its outstanding omissions related to such work including, but not limited to, failure to: (i) submit as-built construction plans, (ii) complete the process of placing public improvements under warranty (iii) submit tax certifications, (iv) submit test records.

6. DEVELOPMENT IMPROVEMENTS: The Owner/Annexor shall, at its own expense, design, furnish, construct, and install the public and private improvements in accordance with the plans and specifications approved by the City of Arvada, Colorado (City Job No. 2020-0103). These improvements shall include, but not be limited to, construction of all public/private streets, alleys, driveways, parking areas, water lines and mains, sewer lines and mains, drainage facilities, and landscaping within and adjacent to the Property in accordance with the approved Final Plans for the Property and with the requirements of the LDC. The public improvements must be completed prior to issuance of the first building permit for the Property unless specified differently.

All public improvements constructed by the Owner/Annexor in public rights-of-way, easements, streets or alleys shall become the property of the City immediately upon acceptance of said improvements by the City and the Owner/Annexor shall warrant said improvements for 2 years from the date of acceptance by the City. The Owner/Annexor shall complete the process of placing completed public improvements under warranty promptly upon completion. These improvements must be completed prior to issuance of the final certificate of occupancy. Failure to place such improvements under warranty may, in the City's discretion, result in the withholding or denial of subsequent building permits or certificates of occupancy.

The City may request, and the Owner/Annexor shall provide at the Owner/Annexor's cost, documentary evidence satisfactory to the City that any public right-of-way, easement, or other real property dedicated, conveyed, acquired, devised, or granted to the City are free and clear of encumbrances which, in the sole opinion of the City, defeat, limit, or impede the City's ability to use the relevant property as intended. The Owner/Annexor acknowledges that no construction may occur and no building permits may be issued until construction documents for all required improvements are submitted and approved by the City Engineer.

7. FUGITIVE DUST AND EROSION CONTROL: The Owner/Annexor shall meet all requirements and obligations imposed by the State of Colorado, County of Jefferson, and the City concerning management of stormwater runoff and fugitive dust, and shall comply with all Federal, State, County, and City requirements governing the stormwater conveyances, detention ponds, fugitive dust, and requirements associated with permits issued for erosion and sediment control on the Property. The Owner/Annexor shall provide a copy of all State and County permits acquired to Arvada's Stormwater Program prior to commencement of any earth disturbance work associated with the Property. Further, the Owner/Annexor shall fully comply with the applicable sections of the City's Site Development Permit Ordinance, Chapter 50, Sections 50-70 through and including 50-79 of the Arvada City Code, including the requirement to install and maintain best management practices to reduce soil erosion and control sediment generated by development of the Property. Compliance by the Owner/Annexor with such ordinance shall be a pre-condition of obtaining building permits or certificates of occupancy. The City may deny or revoke any permit issued to the Owner/Annexor in the event that the Owner/Annexor is non-compliant with City requirements. The Owner/Annexor shall also follow any new standards that the City may adopt for erosion and sediment control and fugitive dust due to changes in State and Federal requirements or drought conditions.

8. RIGHTS-OF-WAY: The Owner/Annexor shall comply with all applicable provisions of Chapter 78, Article V of the Arvada City Code, entitled "Rights-of-Way." This article contains requirements including, but not limited to, Owner/Annexor escrow for improvements in public rights-of-way and street surface restoration for public streets. For any construction that occurs within the right-of-way of W. 63rd Place, the Owner/Annexor shall obtain all necessary permits from Jefferson County being that Jefferson County owns this right-of-way. These permits shall be issued and copies provided to the City prior to releasing a building permit.

9. SUBDIVISION MONUMENTATION: In accordance with the applicable Colorado Revised Statutes as amended, and in accordance with the LDC, the Owner/Annexor shall establish all subdivision monumentation and have the monumentation approved by the City prior to issuance of the first certificate of occupancy within the Property.

10. STREET IMPROVEMENTS AND MAINTENANCE: The Owner/Annexor shall maintain, in a reasonable, suitable and proper condition for travel, ingress and egress, all streets and access ways included within the Final Plans for the Property until they are completed and accepted for maintenance by the City. The Owner/Annexor shall take all steps necessary to limit and prevent the accumulation of, and to remove mud, sediment, dirt, trash, and other debris that is tracked, blown, or otherwise carried onto public property or off-site onto private property during development. Such obligation shall continue until all development associated with the Property is complete and improvements accepted by the City for maintenance. If the Owner/Annexor fails to remedy any conditions caused or generated by the development as contemplated herein within 24 hours of oral or written notice by the City, the City may enter the property, streets and public ways to remedy such conditions. The Owner/Annexor shall pay the City for any and all costs incurred by the City in remedying such conditions. Payment of said costs shall be made prior to the City's issuance of additional building permits or certificates of occupancy for all or any part of the development, or immediately upon request from the City,

whichever is sooner. The City may limit, deny or revoke building permits or certificates of occupancy until such time as costs incurred, pursuant to this Agreement, are paid in full. Nothing herein shall obligate the City to remedy such conditions or shall limit the City in its selection of the method or manner of remedy, including but not limited to contracting with an individual or company to remedy such conditions. The Owner/Annexor shall also replace any broken, damaged, or settled concrete that fronts any lot associated with this development as deemed necessary by the City, prior to the issuance of the final certificate of occupancy on the Property.

11. INSTALLATION OF PARKING AND HARD SURFACE ACCESS: The Owner/Annexor shall install, sign and stripe all parking and hard surface areas within the Property, as illustrated on the Final Plans and in conformance with the LDC prior to the issuance of any certificate of occupancy for the Property. The Owner/Annexor shall comply with "Interpretation of Hard Surface Areas," Arvada City Code, Chapter 94, Section 94-64 and with the LDC.

12. PUBLIC UTILITY FEES: The Owner/Annexor shall pay all installation charges for lighting, electric and gas required by Public Service Company/Xcel Energy for development of the Property.

13. WATER RIGHTS: Chapter 102, Article II, of the Arvada City Code requires that all Property annexed into the City, must convey any tributary water rights appurtenant thereto to the City of Arvada. The Owner/Annexor of the Property has declared that no water rights are associated with the Property. Should it be determined otherwise, the Owner/Annexor shall be required to comply with the conveyance requirements of the Arvada City Code. In addition, the City, upon annexation, will not acquire, or require conveyance of, existing well water rights, but shall have a right of first refusal to have such rights conveyed to the City, pursuant to the Arvada Land Development Code, in the event the Owner/Annexor, or its successors or assigns, desires to convey such rights to any party other than a subsequent purchaser of the land Owner/Annexor's lot(s) upon which the well is situated.

14. PARK LAND DEDICATION/FEE-IN-LIEU: The Owner/Annexor or Developer shall provide cash-in-lieu for park dedication as required by the LDC, Division 8-4-3. Payment shall be based on the fee rate in effect at the time of payment. Based on the current fee rate in the LDC and an appraisal provided by the Owner/Annexor at \$153,061/acre, the current amount of this fee shall be \$8,693.86. Payment of this fee-in-lieu of park land dedication must be paid prior to approval of the plat.

15. PARK DEVELOPMENT FEE: The amount of park development fees shall be based on the rate in effect at the time of payment. Currently this fee is \$1,687.68 per unit for single family detached units. For two lots, this fee currently equates to \$3,375.36. The Owner/Annexor must pay the entire park development fee owed for the Property prior to recordation of the plat. Should any of these lots become duplex units, additional fees must be paid in compliance with the requirements for single family attached units, prior to issuance of any building permits.

16. SCHOOL LAND DEDICATION/FEE-IN-LIEU: The Owner/Annexor or Developer shall provide cash-in-lieu for school land dedication as required by the LDC, Division 8-4-3. Payment of these fees shall be based on the fee rate in effect at the time of payment. Based on the LDC and an appraisal provided by the Developer, the current amount of this fee shall be \$3,474.48. Payment of this fee-in-lieu of school land dedication must be paid to the City prior to approval of the plat or the first building permit, whichever occurs first.

17. INSTALLATION OF FENCING: The Owner/Annexor shall ensure that all fencing for the Property conforms to the requirements of the LDC. Fencing shall require separate permits and approvals from the City prior to construction/installation.

18. AS-BUILT CONSTRUCTION PLANS: The Owner/Annexor shall file, or cause to be filed, with the City an original or reproducible copy of the as-built construction plans of said public improvements promptly upon the completion of the improvements. Failure to do so will delay commencement of the two-year warranty for said public improvements, in which case the Owner/Annexor agrees to hold harmless and indemnify the City for any and all actions, claims, damages, injuries, and liabilities resulting from, or in any way related to, such improvements or the failure to submit such as-built plans. The Owner/Annexor further understands and agrees that, as a result of its failure to promptly submit such as-built plans, the City may withhold or deny subsequent building permits or certificates of occupancy, either related to the Property or any subsequent development by the Owner/Annexor, until such failure is remedied. This section shall survive the expiration or earlier termination of this Agreement.

19. FORCE MAJEURE: Any delays in or failure of performance by any party of their respective obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, pandemics, 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, and which are agreed to by the parties as justifying delay.

20. WAIVER: A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

21. BINDING EFFECT: The parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the Property. In the event that all or part of the Property is sold, transferred, or otherwise conveyed to additional or multiple parties, all Owner/Annexors and developers shall be jointly and severally responsible for the obligations of the Owner/Annexor as set forth in this Agreement.

22. SEVERABILITY/AMENDMENT: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement. This Agreement may be amended only by an instrument in writing signed by all parties.

23. 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 City and the Owner/Annexor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement.

24. GOVERNING LAW AND ENFORCEMENT: The laws of the State of Colorado shall govern this Agreement. The parties agree and acknowledge that this Agreement may be enforced at law or in equity. In addition to any other available remedies, it is understood and agreed that the City may withhold or revoke any permits or certificates, including but not limited to building permits and certificates of occupancy, for the Property or for any structure or lot within this development in the event of a breach of this Agreement by the Owner/Annexor.

25. ATTORNEYS' FEES: If the Owner/Annexor breach(es) this Agreement, then they shall pay the City's reasonable costs and attorneys' fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

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

27. RECORDATION FEES: The City of Arvada shall record this Agreement and any approved subdivision plat for the Property (as applicable) with the Clerk and Recorder's office of the appropriate county per the provisions of the LDC. Prior to recordation, the Owner/Annexor shall provide the City with an updated title commitment to ensure that all appropriate parties in interest sign this Agreement. Prior to recordation, the Owner/Annexor shall also pay all costs associated with recordation of these items with the County Clerk and Recorder.

28. INCORPORATION OF EXHIBITS: Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Reference to "Job Numbers" or "Project Numbers" in this Agreement is a reference to Final Plans and documentation which is retained as a public record on file and available for public inspection and review upon request at the City of Arvada, Municipal Building, 8101 Ralston Road, Arvada, Colorado. Such Final Plans and documentation filed with the City, approved by the City and noted within this Agreement are hereby incorporated into this Agreement for all purposes.

29. REVIEW OF REFERENCED DOCUMENTS: The Owner/Annexor hereby understands and acknowledges that the public documents referenced in this Agreement, including but not limited to the Arvada City Code, LDC, Engineering Specifications, and Design Guidelines were, prior to the execution of this Agreement, and are presently, available for review and inspection at the Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado, from 8:00 a.m. through 5:00 p.m., Monday through Friday.

30. FAILURE OR DELAY OF THE PROJECT: The parties agree that the Owner/Annexor's remedies in the event of an alleged or actual breach by the City are expressly

limited to specific performance or injunctive relief, and the Owner/Annexor are expressly precluded from seeking monetary damages from the City, including but not limited to remedial, compensatory, punitive or consequential damages, including economic damages and lost profits. The Owner/Annexor shall not claim that if the City delays the development project (for example, failure to inspect completed infrastructure within ten days of notice) as grounds to assert that the City slowed the development down or interfered with it and caused it to fail, and therefore the City will not be liable for the Owner/Annexor's failed development and any and all the Owner/Annexor's monetary losses associated with such failure. This section shall survive the expiration or earlier termination of this Agreement.

31. INDEMNIFICATION AND HOLD HARMLESS: The Owner/Annexor and shall indemnify, hold harmless, release and discharge the City of Arvada and the City's officers, employees, agents, and contractors from all liability, claims, and demands, including reasonable attorneys' fees and court costs, which arise out of or are in any manner connected with or related to the approval of the Final Plans for the Property. This section shall survive the expiration or earlier termination of this Agreement.

32. NOTICES: Any notice or communication required or permitted by this 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 shall be deemed to have been given when deposited in the United States Mail or mail service such as Federal Express, United Parcel Service, etc. Such notice or communications shall be given to the parties at their addresses set forth below:

City:
City of Arvada
8101 Ralston Road
Arvada, CO 80001-8101

Owner/Annexor:
Lazy Susan, LLC.
16720 W. 63rd Place
Golden, CO 80403

DATED THIS ____ DAY OF _____, 2021.

CITY OF ARVADA, a Colorado Municipal
Corporation

Marc Williams, Mayor

ATTEST:

APPROVED AS TO FORM:

For Rachel Morris, Attorney

City Clerk

OWNER/ANNEXOR
Lazy Susan, LLC.
A Colorado Limited Liability Company

By: _____
Susan Tindell as Manager

STATE OF _____)
) ss.
COUNTY _____)

The foregoing was acknowledged before me this ____ day of _____ 2021, by Susan Tindell as Manager of Lazy Susan, LLC.

Notary

My Commission Expires:

EXHIBIT A

LAZY SUSAN ANNEXATION LEGAL DESCRIPTION:

LOTS 18 AND 19, MCATEE-LAUBHAN SUBDIVISION, RECORDED IN BOOK 15 AT PAGE 60,
JEFFERSON COUNTY RECORDS, IN THE NE ¼ OF SECTION 11, T. 3 S., R. 70 W. OF THE 6TH
P.M., JEFFERSON COUNTY, COLORADO,
CONTAINING 57,860 SQUARE FEET OR 1.33 ACRES MORE OR LESS.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.D.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: CB21-010 An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place (Ordinance No. 4757)

Report in Brief

Susan Tindell of Lazy Susan, LLC is requesting approval for Rezoning. This application is for two lots owned by the applicant. The property consists of Lots 18 and 19 of the McAtee Laubhan Subdivision which together are comprised of 1.15 acres. The properties are zoned Jefferson County R-1 (Residential) and the requested rezoning is RN-12.5 (Residential Neighborhood). To appropriately align with the Comprehensive Plan, an amendment to Suburban Residential is also being requested.

The Arvada team recommends that the City Council approve CB21-010 an ordinance rezoning certain land within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to City of Arvada RN-12.5 (Residential Neighborhood), generally located at 16790 and 16770 W. 63rd Place.

Financial Impact

There is no financial impact on the City of Arvada.

Background

The subject property is located at 16770 and 16790 West 63rd Place and is currently occupied by one single-family home and one outbuilding. The subject property is located just southwest of the intersection of West 64th Avenue and West 63rd Place. The property is part of the McAtee Laubhan Subdivision which was platted in 1956.

Discussion

The applicant is requesting to rezone the property to RN-12.5 (Residential Neighborhood). The intent of the RN-12.5 zone district is to maintain the character of mature, established neighborhoods in locations where residents expect that the character be relatively stable and allow development, redevelopment, and/or public projects that are consistent with a neighborhood's architectural character. Development standards within this district include a minimum lot size of 12,500 square feet and a minimum lot width of 100 feet. Only a single family home can be constructed RN-12.5 zoning.

The following are the Approval Criteria from the staff report pages 7 and 8. The staff report is attached to the Annexation ordinance agenda item.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or	Complies	The rezoning request to RN-12.5 is consistent with the

SUBJECT: CB21-010 An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place (Ordinance No. 4757)

PAGE: 2
ITEM: 10.D.

an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.		Comprehensive Plan and the existing character of the neighborhood. Additionally, it is consistent with other previous rezoning requests of other properties in the neighborhood.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The use of the properties as single-family residential is allowed in the RN-12.5 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 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 (single-family residential) 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.

Public Contact

The required neighborhood meeting for this project took place on February 20, 2020. The applicant and City team members were in attendance. No neighbors attended 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 0 (2 absent) in favor to recommend approval to City Council during the public hearing on February 16, 2021.

SUBJECT: CB21-010 An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place (Ordinance No. 4757)

PAGE: 3
ITEM: 10.D.

Strategic Alignment

This project aligns with the Community and Economic Development Priority Area within the 2020-2025 City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-010 an ordinance rezoning certain land within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to City of Arvada RN-12.5 (Residential Neighborhood), generally located at 16790 and 16770 W. 63rd Place.

Suggested Motion:

I move that CB21-010, An Ordinance Rezoning Certain Land Within the City of Arvada, Lazy Susan, from Jefferson County R-1 (Residential) to RN-12.5 (Residential Neighborhood), 1.5 du/ac, and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 16770 and 16790 West 63rd Place, be (approved on final reading, numbered 4757 and ordered published by title only) (rejected).

Prepared by:

Sara Hutchinson, Administrative Specialist

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II	3/22/2021
Robert Smetana, Manager of City Planning and Development	3/23/2021
Ryan Stachelski, Director of Community and Economic Development	3/24/2021
Gail Walker, Legal Specialist-Contracts	3/24/2021
Emily Grogg, Senior Assistant City Attorney	3/24/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-010
ORDINANCE NO. 4757

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA,
LAZY SUSAN, FROM JEFFERSON COUNTY R-1 (RESIDENTIAL) TO RN-12.5
(RESIDENTIAL NEIGHBORHOOD), 1.5 DU/AC, AND AMENDING THE OFFICIAL
ZONING MAPS OF THE CITY OF ARVADA, COLORADO, GENERALLY LOCATED
AT 16770 AND 16790 WEST 63RD PLACE

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 R-1
(Residential) to RN-12.5 (Residential Neighborhood), 1.5 un/ac:

A PARCEL OF LAND LOCATED AT

LOTS 18 AND 19, MCATEE-LAUBHAN SUBDIVISION, RECORDED IN BOOK 15
AT PAGE 60, JEFFERSON COUNTY RECORDS, IN THE NE ¼ OF SECTION 11, T. 3
S., R. 70 W. OF THE 6TH P.M., JEFFERSON COUNTY, COLORADO, CONTAINING
57,860 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

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 15th day of March, 2021.

PASSED, ADOPTED, AND APPROVED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: March 18, 2021
 April 8, 2021



REPORT TO CITY COUNCIL PUBLIC HEARING

**AGENDA ITEM
10.E.**

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: CB21-011 An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4758)

Report in Brief

Habitat for Humanity is requesting approval of the vacation of a portion of the W. 52nd Place right-of-way. The right-of-way proposed to be vacated is 3,559 square feet, approximately 15 feet in width on the south side of W. 52nd Place immediately west of Carr Street. The Planning Commission recommended the right-of-way vacation to City Council with a vote of 5-0, with two Commissioners absent.

The Arvada team recommends that the City Council approve CB21-011, An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado.

Financial Impact

There is no financial impact to the City.

Background

Habitat for Humanity is requesting approval of the vacation of a portion of the W. 52nd Place right-of-way. The right-of-way proposed to be vacated is 3,559 square feet, approximately 15 feet in width on the south side of W. 52nd Place immediately west of Carr Street. The Applicant is not requesting modifications to the Arvada Land Development Code (LDC) standards as part of this project. The subject property is located on the south side of W. 52nd Place immediately west of Carr Street and is currently vacant.

Discussion

VACATION ANALYSIS

The applicant has requested the vacation of a portion of the W. 52nd Place right-of-way which is not in use as a portion of the street improvements. The request was referred to the Arvada Fire Protection District as well as the dry utility companies, and no objection was received. The City has evaluated the request and determined that the right-of-way is surplus and will not be needed for street improvements.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The property is designated as HDR, High Density Residential, on the future land use map of the Comprehensive Plan. W 52nd Place is designated as a local street and has been fully constructed.

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.

The Arvada team 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. 8-3-9-1B.1 Vacation of Right-of-way	Finding	Rationale
a. The vacation is consistent with the Comprehensive Plan and with any other applicable, adopted City transportation plan or streets/roadway plan	Complies	The vacation of a portion of the right-of-way is consistent with the Transportation Element of the Comprehensive Plan.
b. The land to be vacated is no longer necessary for the public use and convenience, or the public right-of-way or public vehicular access easement has become useless, inconvenient, or burdensome to the City;	Complies	The surplus width of the W. 52 nd Place right-of-way is not necessary for the public use and convenience.
c. The vacation will not create any landlocked property;	Complies	The vacation will not result in any landlocked properties.
d. The vacation will not restrict access to any lot, tract, or parcel so that the resulting access is unreasonable or economically prohibitive; and	Complies	The vacation will not restrict access to any lot, tract or parcel of land.
e. The vacation will not reduce the quality of public services or the provision of necessary emergency services to any lot, tract, or parcel.	Complies	The vacation will not have any impact on the quality of public or emergency services.

Public Contact

Division 8-2-3-4 of the Land Development Code establishes that the purpose of a neighborhood meeting is to inform City residents of pending development proposals rather than a proposed vacation of right-of-way, and was therefore not required.

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.

In addition, the public was notified through the posting of the City Council agenda.

Commission Recommendation

The Planning Commission voted 5 to 0 (2 absent) to recommend approval to the City Council during their public hearing on February 16, 2021.

Strategic Alignment

This recommended action aligns with the Community and Economic Development Priority Area of the City Council Strategic Plan. In addition, the recommended action will support the development of the Habitat for Humanity project which aligns with the following Principal within the Vibrant Communities and Neighborhood Priority Area:

Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing and neighborhood assistance services to Arvada residents, neighborhoods, property owners, and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

Based upon project analysis and review of the Land Development Code approval criteria, Staff recommends that CB21-011, An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place west of Carr Street, City of Arvada, County of Jefferson, State of Colorado, be approved.

Staff does not recommend any conditions be made part of the approval.

Suggested Motion:

I move that CB21-011, An Ordinance Vacating a Tract of Land Dedicated as Right of Way for W. 52nd Place West of Carr Street, City of Arvada, County of Jefferson, State of Colorado, be (approved on final reading, numbered 4758 and ordered published by title only) (rejected).

Prepared by:

Sara Hutchinson, Administrative Specialist

Reviewed by:

Approved by:

Cheryl Drake, Senior Planner	3/23/2021
Robert Smetana, Manager of City Planning and Development	3/23/2021
Ryan Stachelski, Director of Community and Economic Development	3/24/2021
Gail Walker, Legal Specialist-Contracts	3/24/2021
Emily Grogg, Senior Assistant City Attorney	3/24/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-011
ORDINANCE NO. 4758

AN ORDINANCE VACATING A TRACT OF LAND DEDICATED AS RIGHT OF WAY FOR
W. 52ND PLACE WEST OF CARR STREET, CITY OF ARVADA, COUNTY OF
JEFFERSON, STATE OF COLORADO

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

Section 1. The following right-of-way situate within the City of Arvada, County of Jefferson, State of Colorado, be and the same hereby is vacated, said right-of-way being described in the attached **Exhibit A**.

Section 2. The Council finds that:

- 1) The vacation is consistent with the Comprehensive Plan and with any other City-adopted transportation plan or streets/roadway plan.
- 2) The land to be vacated is no longer necessary for the public use and convenience.
- 3) The vacation will not create any landlocked properties.
- 4) The vacation will not restrict access to any parcel so that access is unreasonable or economically prohibitive.
- 5) The vacation will not reduce the quality of public services to any parcel of land.

Section 3. The interest being vacated shall vest in accordance with the provisions of C.R.S. §43-2-302.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of March, 2021.

PASSED, ADOPTED, AND APPROVED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: March 18, 2021

April 8, 2021

EXHIBIT "A"

LAND DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF WEST 52ND PLACE RIGHT OF WAY AND SITUATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15, BEING A FOUND 3.25" ALUMINUM CAP, 0.7' BELOW GRADE IN RANGE BOX MARKED, "CITY OF WHEATRIDGE, LS 13212", FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 15, BEING A FOUND 2.5" ALUMINUM CAP, 0.1' BELOW GRADE IN RANGE BOX MARKED, "CHARLES H RUSSEL, 1995, PLS 23519", BEARS NORTH 00°16'44" WEST A DISTANCE OF 2649.53 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO. ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983.

THENCE NORTH 05°36'31" WEST A DISTANCE OF 349.88 FEET TO THE POINT OF BEGINNING;

THENCE 7.79 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A DELTA OF 22°19'46", AND A CHORD WHICH BEARS NORTH 79°21'39" WEST, A DISTANCE OF 7.75 FEET;

THENCE SOUTH 89°28'28" WEST, A DISTANCE OF 114.91 FEET;

THENCE 79.03 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 311.91 FEET, A DELTA OF 14°31'00", AND A CHORD WHICH BEARS NORTH 83°16'02" WEST, A DISTANCE OF 78.82 FEET;

THENCE 63.75 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 251.91 FEET, A DELTA OF 14°30'01", AND A CHORD WHICH BEARS NORTH 83°15'58" WEST, A DISTANCE OF 63.58 FEET;

THENCE NORTH 00°16'44" WEST, A DISTANCE OF 14.71 FEET;

THENCE 65.24 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 329.30 FEET, A DELTA OF 11°21'03", AND A CHORD WHICH BEARS SOUTH 83°05'50" EAST, A DISTANCE OF 65.13 FEET;

THENCE SOUTH 77°25'19" EAST, A DISTANCE OF 14.63 FEET;

THENCE 60.35 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 276.59 FEET, A DELTA OF 12°30'04", AND A CHORD WHICH BEARS SOUTH 83°40'21" EAST, A DISTANCE OF 60.23 FEET;

THENCE SOUTH 89°55'23" EAST, A DISTANCE OF 111.09 FEET;

THENCE 8.97 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 9.10 FEET, A DELTA OF 56°27'19", AND A CHORD WHICH BEARS SOUTH 61°41'43" EAST, A DISTANCE OF 8.61 FEET;

THENCE SOUTH 33°28'04" EAST, A DISTANCE OF 11.86 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,559 SQUARE FEET
OR 0.082 ACRES OF LAND
MORE OR LESS.

PREPARED BY:

JEFFREY J. MACKENNA P.L.S. 34183

FOR FALCON SURVEYING, INC.

9940 WEST 25TH AVENUE

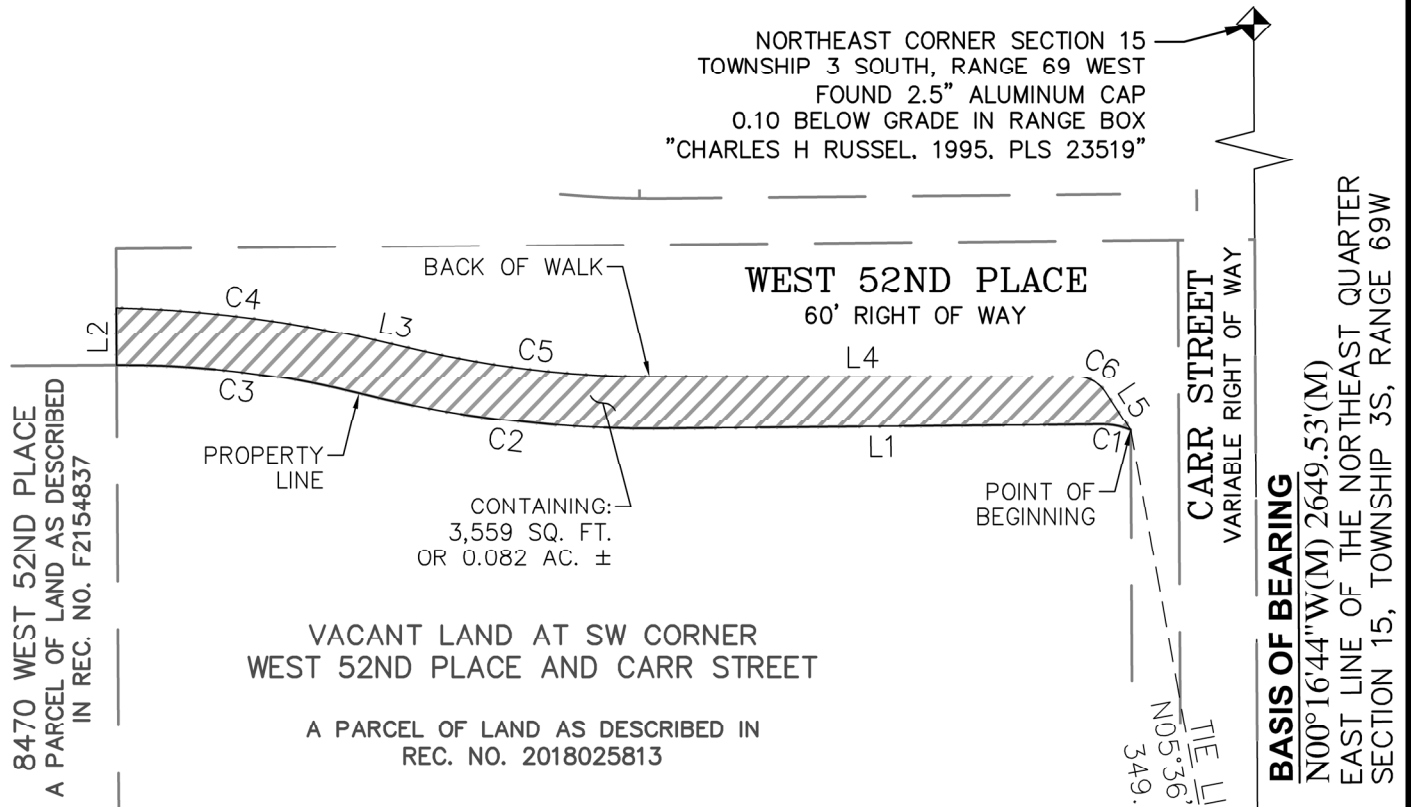
LAKEWOOD COLORADO, 80215

DATE: 12/17/2020

EXHIBIT "A"

SITUATED IN THE NE 1/4, SECTION 15, T3S, R69W, OF THE 6TH P.M.
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 2 OF 2

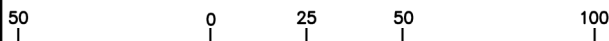


LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°28'28"W	114.91'
L2	N00°16'44"W	14.71'
L3	S77°25'19"E	14.63'
L4	S89°55'23"E	111.09'
L5	S33°28'04"E	11.86'

POINT OF COMMENCEMENT
EAST QUARTER CORNER SECTION 15
TOWNSHIP 3 SOUTH, RANGE 69 WEST
FOUND 3.25" ALUMINUM CAP
0.7' BELOW GRADE IN RANGE BOX
"CITY OF WHEATRIDGE. LS 13212"

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	7.79'	20.00'	22°19'46"	N79°21'39"W	7.75'
C2	79.03'	311.91'	14°31'00"	N83°16'02"W	78.82'
C3	63.75'	251.91'	14°30'01"	N83°15'58"W	63.58'
C4	65.24'	329.30'	11°21'03"	S83°05'50"E	65.13'
C5	60.35'	276.59'	12°30'04"	S83°40'21"E	60.23'
C6	8.97'	9.10'	56°27'19"	S61°41'43"E	8.61'

GRAPHIC SCALE



(IN US SURVEY FEET)

1 inch = 50 ft.

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

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

W. 52nd Place Vacation
Vacation of a portion of the W 52nd Place Right-of-Way
DA2020-0131

NATURE OF REQUEST

Habitat for Humanity is requesting approval of the vacation of a portion of the W. 52nd Place right-of-way.

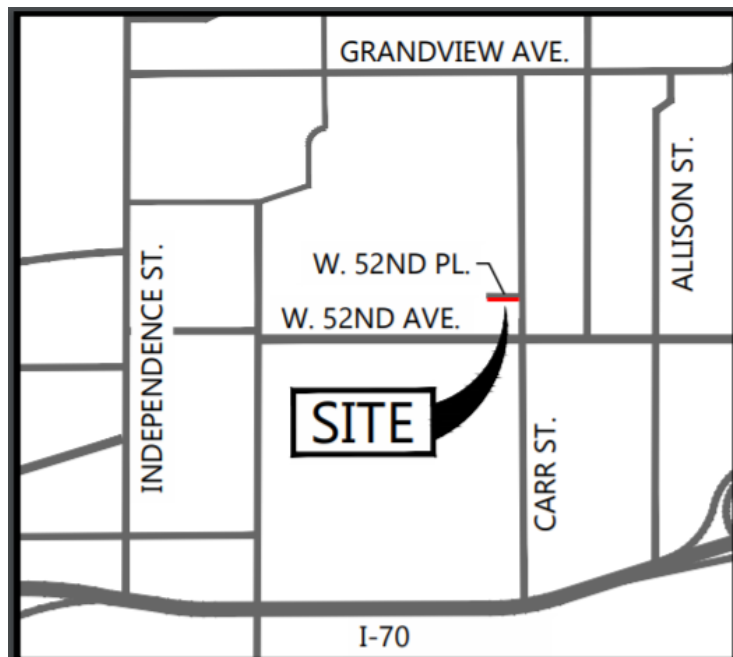
The right-of-way proposed to be vacated is 3,559 square feet, approximately 15 feet in width on the south side of W. 52nd Place immediately west of Carr Street.

MAJOR MODIFICATIONS REQUESTED

The Applicant is not requesting modifications to the Arvada Land Development Code (LDC) standards as part of this project.

LOCATION AND HISTORY

The subject property is located on the south side of W. 52nd Place immediately west of Carr Street and is currently vacant.



NEIGHBORHOOD MEETING

Division 8-2-3-4 of the Land Development Code establishes that purpose of a neighborhood meeting is to inform City residents of pending development proposals rather than a proposed vacation of right-of-way, and was therefore not required.

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

The notice required pursuant to Colorado Revised Statute 24-65.5-103 is not applicable to the right-of-way vacation request.

DEVELOPMENT REVIEW TIMELINE

The application was completed within two reviews within nine 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 R24, Residential, 24 units per acre, and is approximately .082 acres in size. The street has been fully constructed and no further widening is anticipated. The proposed vacation would reduce the width of the right-of-way with no impact on the existing improvements.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	R24	Single Family and Duplex
South	R13	Single Family
East	OS	Single Family
West	R13	Multifamily

VACATION ANALYSIS

The applicant has requested the vacation of a portion of the W. 52nd Place right-of-way which is not in use as a portion of the street improvements. The request has been referred to the Arvada Fire Protection District as well as the dry utility companies has received no objection. The City has evaluated the request and determined that the right-of-way is surplus and will not be needed for the street improvements.

Compliance with the Comprehensive Plan

The property is designated as HDR, High Density Residential, on the future land use map of the Comprehensive Plan. W 52nd Place is designated as a local street and has been fully constructed.

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:

Div. 8-3-1-1B.1 Vacation of Right-of-way	Finding	Rationale
a. The vacation is consistent with the Comprehensive Plan and with any other applicable, adopted City transportation plan or streets/roadway plan	Complies	The vacation of a portion of the right-of-way is consistent with the Transportation Element of the Comprehensive Plan.
b. The land to be vacated is no longer necessary for the public use and convenience, or the public right-of-way or public vehicular access easement has become useless, inconvenient, or burdensome to the City;	Complies	The surplus width of the W. 52 nd Place right-of-way is not necessary for the public use and convenience.
c. The vacation will not create any landlocked property;	Complies	The vacation will not result in any landlocked properties.

d. The vacation will not restrict access to any lot, tract, or parcel so that the resulting access is unreasonable or economically prohibitive; and	Complies	The vacation will not restrict access to any lot, tract or parcel of land.
e. The vacation will not reduce the quality of public services or the provision of necessary emergency services to any lot, tract, or parcel.	Complies	The vacation will not have any impact on the quality of public or emergency services.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the vacation request.

If the Planning Commission finds that a recommendation to approve the right-of-way vacation is supported by the approval criteria, then staff does not recommend any conditions be made part of the approval.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.



Date: January 6, 2021

To: Cheryl Drake
Community Development Department - Planning Division
City of Arvada
8101 Ralston Rd.
Arvada, CO 80001

Re: W. 52nd Pl. and Carr St. ROW Vacation **Development Overview Letter**

Dear Ms. Drake,

On behalf of our client, Habitat for Humanity of Metro Denver (HFHMD), we are pleased to submit the enclosed Right of Way vacation request adjacent to the property at the southwest corner of W. 52nd Pl. and Carr St. The address is 5249 Carr St. the PIN for the site is 39-151-00-032. The design team on this project includes the following firms and individuals:

OWNER AND APPLICANT	ARCHITECTS AND PLANNERS
<i>Habitat for Humanity of Metro Denver:</i> 3245 Eliot Street Denver, CO 80211 303-534-2929 Kory Whitaker Real Estate Manager 720.496.2729 kwhitaker@habitatmetrodenver.org Chelsey RB Hume, AIA Architecture Project Manager 720-496-2734 CHume@habitatmetrodenver.org	<i>Radian :</i> 3264 Larimer Street Unit D, Denver, CO 80205 Dorothy Ma Project Manager 719-244-6088 dorothy@radianinc.org <i>Studio Completiva:</i> Gabe Bergeron Project Manager gabe.bergeron@studiocompletiva.com

Project Location, Description, and Zoning

The vacated Right of Way request at 52nd Place will be combined with the adjacent property, currently owned by the Arvada Housing Authority and zoned R-24, which is **1.132 Acres** (49,294 SF). Proposed R.O.W. vacation includes **0.082 Acres** (3,559 SF). Total new lot size of adjacent property, combined with Right of Way vacation, is to be **1.213 Acres** (52,853 SF).

We believe the proposed right of way vacation is consistent with the Comprehensive Plan and with any other applicable, adopted City transportation plan or streets/roadway plan. The vacation requested does not disturb or change the street at 52nd Place and exists behind the curb and gutter, leaving the existing sidewalk to remain (re: site plan).

The vacation will not create any landlocked property and we believe the land to be vacated is not necessary for the public use and convenience. Moreover, the vacation does not restrict access to any lot, tract, or parcel so that the resulting access is unreasonable or economically prohibitive. Lastly, the vacation will not reduce the quality of public services or the provision of necessary emergency services to any lot, tract, or parcel. There is no gas or other utilities in the proposed right of way vacation, please see attached gas main exhibit.

We believe the request is consistent and in compliance with the right of way vacation criteria detailed in the LDC section 8-3-9-1.B.

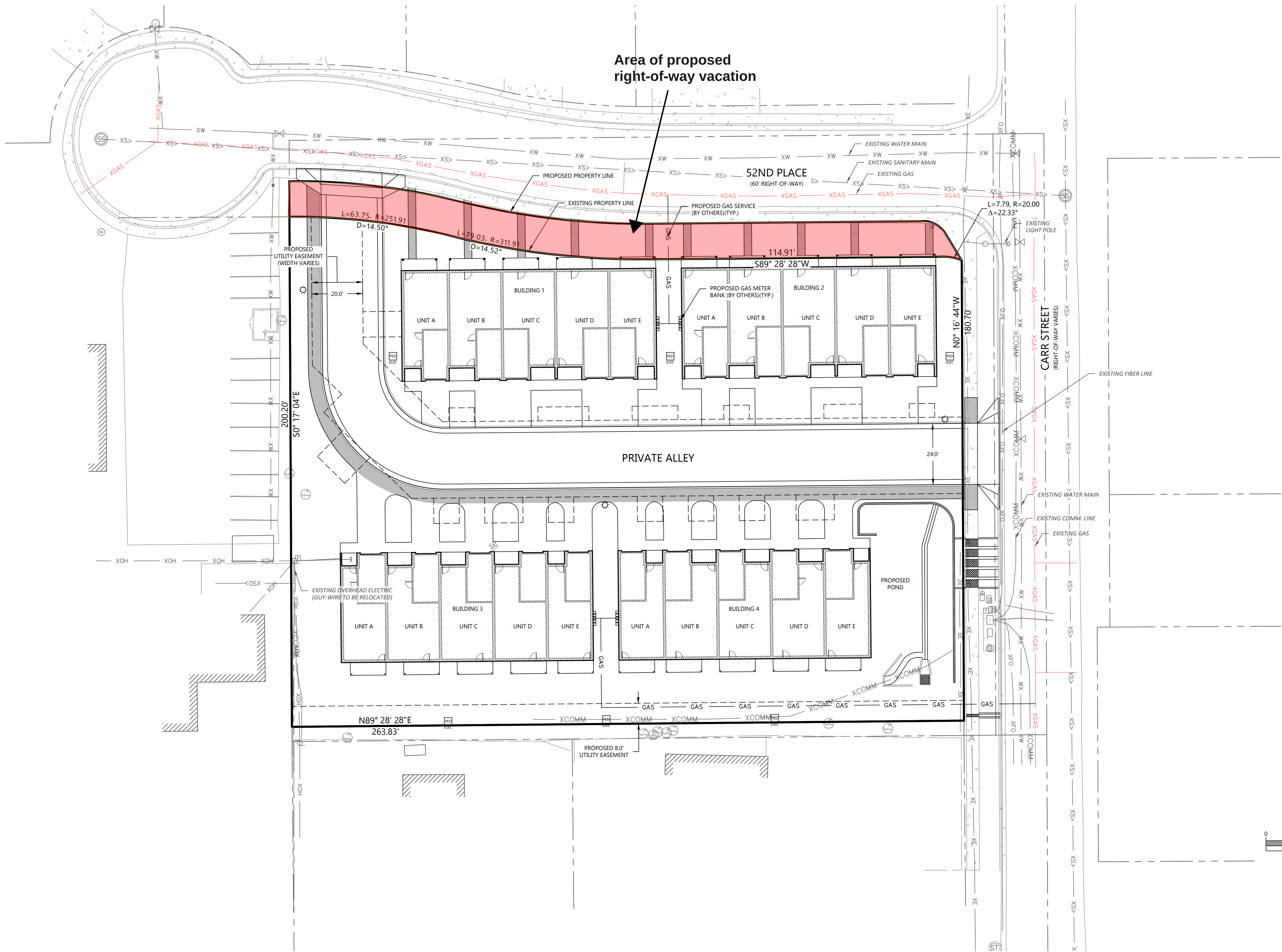
Thank you for your review of the enclosed materials and we look forward to the in-person meeting. Please contact us with any questions.

Sincerely,
Radian

Dorothy Ma
Project Manager.

HABITAT - 52ND & CARR STREET

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



Area of proposed
right-of-way vacation

- LEGEND:**
- PROPERTY LINE
 - LIMITS OF PLANNING AREA
 - PROPOSED BUILDING
 - EXISTING BUILDING
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - PROPERTY SETBACK
 - PROPOSED STORM LINE
 - EXISTING STORM LINE
 - PROPOSED INLET
 - EXISTING INLET
 - PROPOSED WATER LINE
 - EXISTING WATER LINE
 - PROPOSED HYDRANT & VALVE
 - EXISTING HYDRANT & VALVE
 - PROPOSED SAN SEWER LINE
 - EXISTING SAN SEWER LINE
 - EXISTING ELECTRICAL LINE
 - EXIST. OVERHEAD ELEC. LINE
 - EXISTING TELECOMM LINE
 - EXISTING GAS LINE
 - EXISTING IRRIGATION LINE
 - EXISTING FIBER OPTIC LINE
 - PROPOSED LIGHT POLE
 - EXISTING LIGHT POLE

NOTES:
1. LAYOUT FOR DRY UTILITIES IS SCHEMATIC.
DESIGN BY OTHERS.

PROOFcivil

consulting engineers

600 Grant Street | Suite 210 | Denver, CO

SEAL:

FOR AND ON BEHALF OF PROOF CIVIL CO.

REVISIONS	
NO.	DESCRIPTION

PROJ. NO.: 20024

DATE: 01/06/2021

DRAWN BY: ANM

CHECKED BY: JGD

GAS EXHIBIT

HABITAT - 52ND & CARR

COLORADO

ARVADA

DRAWING NO.

1 OF 1



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.F.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: CB21-012 An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4759)

Report in Brief

The Applicant is requesting to vacate a Public Access Easement on Lot 4B which was platted with the Candelas Commercial Filing No. 3 Amendment No. 1 to access the regional detention pond.

The Arvada team recommends that the City Council approve CB21-012, An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado.

Financial Impact

There are no financial impacts.

Background

The Public Access Easement was dedicated with the Candelas Commercial Filing 3 Amendment 1 and at the time there was no known user. The access easement was dedicated prior to any proposed land uses and was located to access the detention pond and the adjacent lots. With the proposed Wet Rabbit Car Wash Site Plan, the public access easement will need to be vacated. A new public access easement configuration is proposed and will be dedicated by a minor plat.

Discussion

The Arvada team reviewed the proposed Public Access Easement vacation and recommends approval. A 25-foot fire lane and emergency public access easement will be dedicated with the minor plat to match the proposed roadway alignment for the car wash and allow access to the regional detention pond.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission made 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.

The City team 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:

§8-3-9-1 Approval Considerations 05-2020	Finding	Rationale
a. The vacation is consistent with the Comprehensive Plan and with any other applicable,	Complies	The vacation of a portion of the public access easement is

adopted City transportation plan or streets/roadway plan;		consistent with City transportation and streets/roadway plan;
b. The land to be vacated is no longer necessary for the public use and convenience, or the public right-of-way or public vehicular access easement has become useless, inconvenient, or burdensome to the City;	Complies	The vacated public access easement will be vacated and a new public access easement configuration is proposed and will be dedicated by a minor plat.
c. The vacation will not create any landlocked property;	Complies	The vacation will not create any landlocked property;
d. The vacation will not restrict access to any lot, tract, or parcel so that the resulting access is unreasonable or economically prohibitive; and	Complies	The vacation will not restrict access to any lot, tract or parcel.
e. The vacation will not reduce the quality of public services or the provision of necessary emergency services to any lot, tract, or parcel.	Complies	The vacation will not have any impact on the quality of public and emergency services.

Public Contact

Division 8-2-2 of the Land Development Code requires that a 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 December 3, 2020 in conjunction with the Major Modification request. The applicant and City team held a virtual meeting; however, no one attended the meeting nor any written comments were received.

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.

The public was also notified through the posting of the City Council agenda.

Commission Recommendation

The Planning Commission heard this case on March 16, 2021 during a scheduled public hearing and recommended approval of the vacation to the City Council by a vote of 7 to 0.

Strategic Alignment

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB21-012, An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado.

SUBJECT: CB21-012 An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado (Ordinance No. 4759)

PAGE: 3
ITEM: 10.F.

Suggested Motion:

I move that CB21-012, An Ordinance Vacating a Public Access Easement Located Within Lot 4B, Block 1, Candelas Commercial, City of Arvada, County of Jefferson, State of Colorado, be (approved on final reading, numbered 4759 and ordered published by title only) (rejected).

The Arvada Team does not recommend any conditions be made part of the approval.

Prepared by:

Sara Hutchinson, Administrative Specialist

Reviewed by:

Approved by:

Carol Ibanez, Senior Planner	3/18/2021
Josie Suk, Development Systems and Administrative Manager	3/22/2021
Robert Smetana, Manager of City Planning and Development	3/23/2021
Ryan Stachelski, Director of Community and Economic Development	3/24/2021
Gail Walker, Legal Specialist-Contracts	3/24/2021
Emily Grogg, Senior Assistant City Attorney	3/24/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB21-012
ORDINANCE NO. 4759

AN ORDINANCE VACATING A PUBLIC ACCESS EASEMENT LOCATED WITHIN LOT
4B, BLOCK 1, CANDELAS COMMERCIAL, CITY OF ARVADA, COUNTY OF
JEFFERSON, STATE OF COLORADO

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

Section 1. The following easement situate within the City of Arvada, County of Jefferson, State of Colorado, be and the same hereby is vacated, said interests being described in the attached **Exhibit A**.

Section 2. The Council finds that:

- 1) The vacation is consistent with the Comprehensive Plan and with any other City-adopted transportation plan or streets/roadway plan.
- 2) The land to be vacated is no longer necessary for the public use and convenience.
- 3) The vacation will not create any landlocked properties.
- 4) The vacation will not restrict access to any parcel so that access is unreasonable or economically prohibitive.
- 5) The vacation will not reduce the quality of public services to any parcel of land.

Section 3. The interests being vacated shall vest in accordance with the provisions of C.R.S. §43-2-302.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of March, 2021.

PASSED, ADOPTED, AND APPROVED this 5th day of April, 2021.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: March 18, 2021
 April 8, 2021

EXHIBIT A

**AN ORDINANCE VACATING A PUBLIC ACCESS EASEMENT LOCATED WITHIN
LOT 4B, BLOCK 1, CANDELAS COMMERCIAL, CITY OF ARVADA, COUNTY OF
JEFFERSON, STATE OF COLORADO**

EXHIBIT A

ACCESS EASEMENT VACATION

A 25 FOOT ACCESS EASEMENT RECORDED AT RECEPTION NO. 2018086569 LOCATED WITHIN LOT 4B, BLOCK 1, CANDELAS COMMERCIAL, FILING NO. 3, AMENDMENT NO. 1 RECORDED AT RECEPTION NO. 2020003223, SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4B AND CONSIDERING THE WEST LINE OF SAID LOT TO BEAR S15°04'22"E MONUMENTED BY A 1" YELLOW PLASTIC CAP STAMPED "R. NOBBE PLS 23899" ON THE NORTH END AND A 1.25" ORANGE PLASTIC CAP STAMPED "LS 38069" ON THE SOUTH END WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, S15°04'22"E, A DISTANCE OF 51.62 FEET TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING SIX (6) COURSES AROUND THE PERIMETER OF SAID 25 FOOT ACCESS EASEMENT:

1. N74°55'38"E, A DISTANCE OF 86.17 FEET;
2. N25°31'35"E, A DISTANCE OF 68.04 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4B;
3. ALONG SAID NORTH LINE, N74°54'26"E, A DISTANCE OF 32.94 FEET;
4. S25°31'35"W, A DISTANCE OF 100.98 FEET;
5. S74°55'38"W, A DISTANCE OF 97.67 FEET TO A POINT ON THE SAID WEST LINE OF LOT 4B;
6. ALONG SAID WEST LINE, N15°04'22"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,411 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

CAMERON M. WATSON, PLS
COLORADO LICENSE NUMBER 38311
FOR AND ON BEHALF OF POINT CONSULTING, LLC
8460 W KEN CARYL AVE, #101
LITTLETON, CO 80128
(720) 258-6836
cwatson@pnt-llc.com



DATE
02.01.2021

DESCRIPTION
ORIGINAL PREPARATION

SHEET 1/2

DESCRIPTION

WET RABBIT CAR WASH

ARVADA, COLORADO

JOB NO. 20.034



POINT CONSULTING, LLC 8460 W KEN CARYL AVE #101
LITTLETON, CO 80128 720-258-6836 www.pnt-llc.com

ILLUSTRATION FOR EXHIBIT A ACCESS EASEMENT VACATION

10' UTILITY EASEMENT
REC. NO. 2018086569

LOT 3, BLOCK 1,
CANDELAS COMMERCIAL FILING NO. 3
REC. NO. 2018086569

TRACT 1B,
CANDELAS COMMERCIAL
FILING NO. 3, AMENDMENT NO. 1
REC. NO. 2020003223

STORM WATER EASEMENT
REC. NO. 2018086569

25' EXCLUSIVE UTILITY EASEMENT
REC. NO. 2018086569

S15° 04' 22"E
51.62'

P.O.C.
1" YELLOW PLASTIC CAP
"R. NOBBE PLS 23899"

N25° 31' 35"E
68.04'

N74° 54' 26"E
32.94'

S25° 31' 35"W
100.98'

N74° 55' 38"E
86.17'

S74° 55' 38"W
97.66'

25' ACCESS EASEMENT
REC. NO. 2018086569

40' EXCLUSIVE UTILITY EASEMENT
REC. NO. 2018086569

30' FIRE LANE, PUBLIC ACCESS
& EMERGENCY ACCESS EASEMENT
REC. NO. 2018086569

LOT 2, BLOCK 1,
CANDELAS COMMERCIAL FILING NO. 3
REC. NO. 2018086569

LOT 1, BLOCK 1,
CANDELAS COMMERCIAL FILING NO. 3
REC. NO. 2018086569

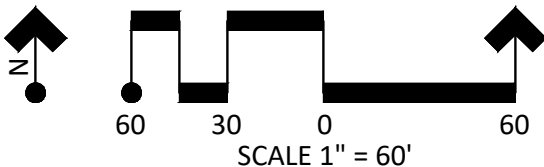
LOT 4B, BLOCK 1
CANDELAS COMMERCIAL, FILING NO. 3,
AMENDMENT NO. 1
REC. NO. 2020003223

BASIS OF BEARINGS
S15° 04' 22"E

TRACT 3, CANDELAS COMMERCIAL FILING NO. 3
(PRIVATE ROAD)
KENDRICK STREET

1.25" ORANGE PLASTIC
CAP "LS 38069"

W. 91ST PLACE
72' PUBLIC RIGHT-OF-WAY
REC. NO. 2016117761



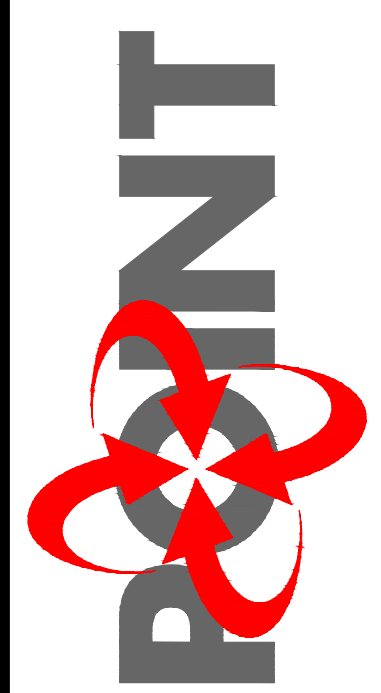
DATE
02.01.2021
-
DESCRIPTION
ORIGINAL PREPARATION
-
SHEET 2/2

EXHIBIT
WET RABBIT CAR WASH
ARVADA, COLORADO
JOB NO. 20.034



POINT CONSULTING, LLC 8460 W KEN CARYL AVE #101
LITTLETON, CO 80128 720-258-6836 www.pnt-llc.com

Block 1



POINT CONSULTING, LLC
8460 W KEN CARYL AVE # 101
LITTLETON, CO 80128
720-258-6836
www.pnt-llc.com
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

PREPARED UNDER
THE DIRECT
SUPERVISION OF
CAMERON M.
WATSON
COLORADO
LICENSE NO. 38311
FOR AND ON
BEHALF OF POINT
CONSULTING, LLC

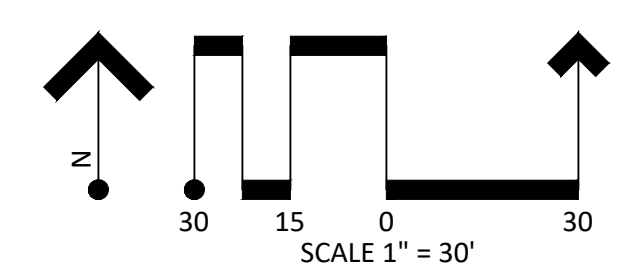
CURVE TABLE					
TAG #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	180.730'	558.000'	018°33'27"	N50°07'46"E	179.94'
C2	36.580'	548.000'	003°49'28"	S57°25'21"W	36.57'
C3	137.617'	538.000'	014°39'21"	S48°10'56"W	137.24'
C4	36.765'	79.500'	026°29'49"	N13°20'23"W	36.44'
C8	7.332'	50.500'	008°19'08"	S70°44'52"W	7.33'
C9	19.460'	50.500'	022°04'44"	S55°32'56"W	19.34'
C10	26.792'	50.500'	030°23'51"	S59°42'30"W	26.48'
C11	13.523'	26.131'	029°39'01"	N59°42'25"E	13.37'
C12	40.056'	75.500'	030°23'51"	N59°42'30"E	39.59'
C13	16.191'	200.500'	004°37'13"	N77°13'14"E	16.19'
C14	36.624'	200.500'	010°27'57"	N84°46'01"E	36.57'

LINE TABLE		
TAG #	LENGTH	DIRECTION
L1	37.26'	N15°04'22"W
L2	10.00'	N15°04'22"W
L3	10.71'	N74°42'34"E
L4	10.00'	S15°17'26"E
L5	10.74'	S74°42'34"W
L6	20.00'	N49°14'03"W
L7	10.03'	S26°35'20"E
L8	9.99'	S34°29'24"E
L9	14.99'	N26°35'20"W
L10	20.52'	S62°20'50"W
L11	18.74'	N26°35'18"W
L12	35.29'	N00°05'29"W
L13	8.00'	S89°54'31"W
L14	10.00'	N00°05'29"W
L15	8.00'	N89°54'31"E
L16	10.00'	N00°05'29"W
L17	25.99'	N00°05'29"W
L18	68.34'	N90°00'00"W
L19	70.64'	S79°32'03"W
L20	24.92'	S74°54'26"W
L21	16.18'	S74°54'26"W

LINE TABLE		
TAG #	LENGTH	DIRECTION
L22	150.04'	S15°04'12"E
L23	24.00'	S74°55'48"W
L24	149.49'	N15°04'12"W
L25	16.69'	S74°54'26"W
L26	64.58'	S44°30'35"W
L27	9.96'	S74°54'38"W
L28	14.05'	S74°54'55"W
L29	25.00'	N15°04'22"W
L30	4.06'	N74°55'38"E
L31	19.95'	N74°54'38"E
L32	64.58'	N44°30'35"E
L33	11.87'	N74°54'26"E
L34	5.50'	N15°05'34"W
L35	21.00'	N74°54'26"E
L36	5.50'	S15°05'34"E
L37	24.92'	N74°54'26"E
L38	70.64'	N79°32'03"E
L39	105.26'	N90°00'00"E
L40	118.52'	S00°05'29"E
L41	50.22'	S26°35'20"E

MAP LEGEND

1. SET 24" #5 REBAR & RED PLASTIC CAP "POINT LS38311"
 2. FOUND MONUMENT AS DESCRIBED
- SECTION LINE
 === BOUNDARY LINE
 --- LOT LINE
 --- ADJACENT BOUNDARY LINE
 --- EXISTING EASEMENT LINE
 - - - - - PROPOSED EASEMENT LINE



SUBDIVISION PLAT
CANDELAS COMMERCIAL
FILING NO. 4
ARVADA, COLORADO
B NO. 20.034

DATE	DESCRIPTION
01.15.21	ORIGINAL PREPARATION
-	-
-	-
-	-
-	-
-	-
-	-

SHEET 2/2

MAP	JOB NO. 20.034
-----	----------------

SHEET 2/2

Synopsis of Meeting Minutes from March 16, 2021 Planning Commission

DA2020-0122 Vacation of a Public Access Easement for Wet Rabbit Car Wash, generally located at 9159 Kendrick St.

DA2020-0122 Major Modifications for Wet Rabbit Car Wash, generally located at 9159 Kendrick St.

Mr. Owens entered into the record the Staff Report DA2020-0122 dated March 16, 2021, affidavit of mailing, posting log and public comment that was received via email.

Ms. Ibanez gave a brief overview of the project and the applicants.

Mr. Cahen, architect and representative of the applicant, gave an overview of the project. He described the site and the layout of the proposed design. He explained the reasons for the requests.

Mr. Owens opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR

None.

IN OPPOSITION

None.

APPLICANT REBUTTAL

Mr. Owens closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Magee asked Staff if the easement is within solely City of Arvada jurisdiction.

Ms. Ibanez stated that the current easement allows access for the City of Arvada and the Jefferson Center Metro District (JCMD) to have maintenance access for the detention area. She clarified that these two users will still have maintenance access.

Mr. Magee asked if the ring road is being constructed as part of the current application.

Ms. Ibanez clarified that JCMD is working on the Joyce Street plan currently and they will be constructed in the future as part of the Joyce Street future development.

Mr. Magee asked if the road on the site will be a public road or a fire lane.

Ms. Ibanez confirmed that the road will be emergency access and public access and that the applicant is only building the lot access roads.

PLANNING COMMISSION MEETING MINUTES

March 16, 2021

Mr. Magee asked if the applicant will be required to do maintenance and plowing on their roads.

Ms. Ibanez confirmed that they will be responsible, and that they will work with JCMD.

Mr. Magee asked how long the landscape berm will be on the site.

Mr. Shearer, representative of the applicant, stated that it is approximately 150', with an ADA ramp going through part of it.

Mr. Magee suggested that the 150' be broken up visually along the berm. He asked if the applicant has thought of having a roof on the vacuum equipment.

Mr. Cahen stated that a roof would pose a problem with the airflow of the vacuum.

Mr. Magee commented on the noise of the motors but stated he does not feel concerned.

Mr. Gay suggested to Staff that the ring road be planned to be a continuous 25' all around to be consistent.

Mr. Griffith suggested housing the vacuum mechanical equipment within the building envelope. He commented on the difference between mature landscaping renderings versus the look at the time of installation of the landscaping. He asked Staff if there are considerations taken into place with the buffering levels at installation.

Ms. Ibanez stated that there aren't requirements that mature landscaping be installed. She confirmed that the renderings are the estimated mature landscaping growth.

Mr. Griffith suggested some mature landscaping materials be installed at the time of planting.

MOTION: PUBLIC ACCESS EASEMENT

It was moved by Mr. Griffith, that DA2020-0122 Vacation of the Public Access Easement for Wet Rabbit Car Wash, generally located at 9159 Kendrick St., be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Pages 7- 9 of the Staff Report.

DISCUSSION OF MOTION: PUBLIC ACCESS EASEMENT

The following votes were cast on the motion:

Those voting Yes: Owens, McCarron, Gay, Connell, Griffith, Magee, Hannan

Those voting No: None

Those absent: None

The motion carried 7-0.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.G.

TO: THE HONORABLE CITY COUNCIL

DATE: April 5, 2021

SUBJECT: Major Modifications for Wet Rabbit Car Wash, Generally Located at 9159 Kendrick Street

Report in Brief

Craig I Cahen, Cahen Architectural Group, PC is requesting approval of three major modifications to the Land Development Code for the Wet Rabbit Car Wash Development generally located on the northeast corner of Candelas Parkway and West 91st Place.

The Wet Rabbit Car Wash is located on Lot 1, a vacant 1.5 acre within the Candelas Commercial Filing No. 4. Subdivision. A 5,900 square foot single story building with an enclosed tunnel car wash is proposed. The building entrance is from the south side with cars exiting the tunnel on the north side of the building. Out-door vacuum stations are on east side of the building.

The Arvada team recommends that the City Council approve DA2020-0122, Major Modifications for Wet Rabbit Car Wash, Generally Located at 9159 Kendrick Street.

Financial Impact

There is no financial impact.

Background

The subject property is generally located on the northeast corner of Candelas Parkway and West 91st Place within the Kings North commercial center. The property will be subdivided into two lots for the tunnel car wash and a future commercial user.

The Kings North commercial center consists of the newly constructed Primrose School, Les Schwab Tire Center, and Chase Bank.

The Wet Rabbit Car Wash is 5,900 square foot single story building with an enclosed tunnel car wash. Customers will remain in their vehicles and enter the car wash entrance on the south side of the property, and proceed north through a single tunnel. Once through the tunnel, exiting customers can access the exterior vacuum station or exit the site. The car wash is designed to be environmentally friendly with a water reclaim system. The recirculating/re-capture equipment utilized by the Wet Rabbit Car Wash has an average water use per car of 26 gallons, thus saving over 7 million gallons of water per year compared to a car wash that does not utilize similar equipment.

Discussion

Major Modifications

The Arvada Land Development Code (LDC) motor vehicle use and screen wall height standards require the following:

1. That all enclosed car washes must have bay doors. No bay door shall face the adjacent street or an adjacent residential district.

2. All car wash facilities must be self-contained, except for drying, polishing or vacuuming which may be performed outdoors. Exterior vacuums must have the machinery located within the main wash building with only vacuum hoses located outside.
3. CG Zone District sets the maximum height for fences/walls at 6'-0" in height.

The Applicant is requesting Major Modification to the standard and proposed alternative design to mitigate the impact to include a 4' berm with additional landscape materials to screen the bay door from W 91st Place. A 9' tall fence with a 10'4" masonry course post will shield the equipment and noise from the adjacent properties. The Arvada team supports the Major Modifications.

Div. 8-3-11 Major Modification Approval Criteria	Finding	Rationale
1. The requested modification is consistent with the Comprehensive Plan and the stated purpose of the applicable zoning district.	Complies	The modifications are consistent with the Comprehensive Plan and the CG zoning district.
2. The requested modification addresses a unique situation or incorporates creative site design.	Complies	The modification includes a 4' berm with additional landscape materials to screen the bay door from W 91st Place. A 7' tall fence with a 10'4" masonry wall will shield the equipment and noise from the adjacent properties.
3. The requested modification will not result in incompatible development.	Complies	The modification will not result in incompatible development.
4. The requested modification will have no significant adverse impact on the health, safety or general welfare of surrounding property owners or the general public.	Complies	The modifications will have no adverse impact on the health, safety or general welfare of the adjacent property owners or the general public,
5. Any adverse impacts resulting from the modification will be mitigated to the extent reasonably feasible.	Complies	The site plan mitigates any adverse impacts.

Public Contact

The required neighborhood meeting for this project took place on December 3, 2020. The applicant and City team members held a virtual meeting. However, no one attended the meeting nor provided written comments.

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. In addition, the City Council agenda was posted.

Commission Recommendation

The Planning Commission voted 7 to 0 to recommend approval of the Major Modifications to the City Council on March 16, 2021.

Strategic Alignment

This recommended action aligns with Community and Economic Development Priority Area of the City Council Strategic Plan. Specifically, the recommended action is consistent with Strategic Result 4 (SR4):

Annually, 95% of the development approvals conform to the City's Comprehensive Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve DA2020-0122, Major Modifications for Wet Rabbit Car Wash, Generally Located at 9159 Kendrick Street.

Suggested Motion:

I move that DA2020-0122, Major Modifications for Wet Rabbit Car Wash, Generally Located at 9159 Kendrick Street, be approved.

This motion is based on the findings of fact adopted by the Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons)

Prepared by:

Sara Hutchinson, Administrative Specialist

Reviewed by:

Approved by:

Carol Ibanez, Senior Planner	3/18/2021
Josie Suk, Development Systems and Administrative Manager	3/22/2021
Robert Smetana, Manager of City Planning and Development	3/23/2021
Ryan Stachelski, Director of Community and Economic Development	3/24/2021
Gail Walker, Legal Specialist-Contracts	3/24/2021
Emily Grogg, Senior Assistant City Attorney	3/24/2021
Rachel Morris, City Attorney	3/25/2021
Lorie Gillis, Deputy City Manager	3/25/2021
Mark Deven, City Manager	3/25/2021

Enclosure, exhibits & attachments required to support the report

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

Wet Rabbit Car Wash
Major Modification Request
and
Vacation of a Public Access Easement
DA2020-0122

NATURE OF REQUEST

Craig I Cahen, Cahen Architectural Group, PC is requesting approval of three major modifications to the Land Development Code and the Vacation of a Public Assess Easement for the Wet Rabbit Car Wash Development generally located on the northeast corner of Candelas Parkway and West 91st Place.

The Wet Rabbit Car Wash is located on Lot 1, a vacant 1.5 acre within the Candelas Commercial Filing No. 4. Subdivision. A 5,900 square foot single story building with an enclosed tunnel car wash is proposed. The building entrance is from the south side with cars exiting the tunnel on the north side of the building. Out-door vacuum stations are on east side of the building.

MAJOR MODIFICATIONS REQUESTED

The Applicant is requesting modifications to the Arvada Land Development Code (LDC) motor vehicle use and screen wall height standards as part of this development project. The modifications are as follows:

1. Subsection 3-1-3-8 F.1.c. Enclosed Motor Vehicle Wash Facility standards require that all enclosed car wash must have bay doors. No bay door shall face the adjacent street or an adjacent residential district.

The building is designed to have the entrance door facing W. 91st Place with cars exiting on the north side of the lot. The bay door is setback of 82 feet from W. 91st Place. A four foot high earthen berm with a screen of evergreen plantings is proposed to mitigate the bay entrance door from W. 91st Place.

2. Subsection 3-1-3-8F.1.c. All car wash facilities must be self-contained, except for drying, polishing or vacuuming which may be performed outdoors. Exterior vacuums must have the machinery located within the main wash building with only vacuum hoses located outside.

The machinery equipment will be located outdoors and will be screened by solid masonry fence to shield the equipment and reduce the noise generated by the equipment to the adjacent lot. There is no current user for the adjacent lot. However, it would likely be a commercial land use.

3. Table 4-7-2-1 The maximum height for fences/walls shall not exceed 6'-0" in height within the CG (Commercial, General) zoning district.

The height of the trash enclosure will be seven feet. The vacuum equipment will be stored within a 10 foot 4 inch solid masonry wall to completely shield the equipment. The screen walls will also aid in the quieting of the vacuums themselves

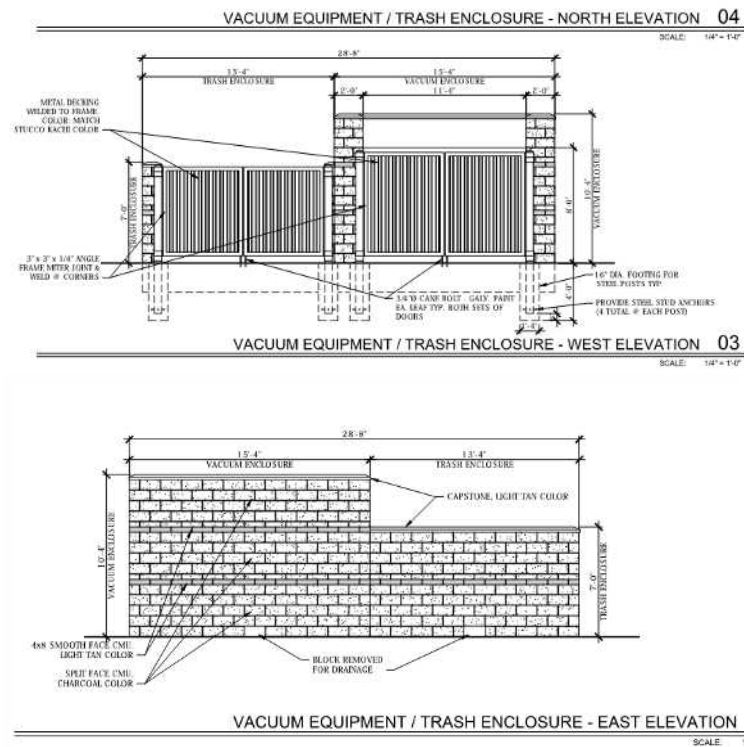
Staff supports the Major Modifications with the proposed site mitigation that includes a four foot berm with additional landscape materials to screen the bay door from W 91st Place. A seven foot fence for the trash enclosure with a 10'4" masonry wall will shield the equipment and noise from the adjacent properties.



VIEW FROM W. 91st PLACE



AERIAL INDICATING SITE LAYOUT AND BERM LOCATION



LOCATION AND HISTORY

The subject property is generally located on the northeast corner of Candelas Parkway and West 91st Place within the Kings North commercial center. The property will be subdivided into two lots for the tunnel car wash and a future commercial user.

The Kings North commercial center consists of the newly constructed Primrose School, Les Schwab Tire Center, and Chase Bank.

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 December 3, 2020. The applicant and staff held a virtual meeting. However, no one attended the meeting nor any written comments were received.

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.

DEVELOPMENT REVIEW TIMELINE

The application was accepted by the City for review on November 10, 2020. The application was processed under the standard review and met the timeline that included the required public hearings.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

This project aligns with the Community and Economic Development strategic goals that 95% of the development approvals conform to the City's Comprehensive Plan on an annual basis.

ZONING AND LAND USE

The subject property is currently zoned CG (Commercial General) and is approximately 1.5 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	CG	Vacant land
South	CG & MX-S	Commercial and vacant land
East	MX-S	Vacant land for commercial, office and residential
West	CG	Commercial, medical office and vacant land



PROJECT ANALYSIS

The Wet Rabbit Car Wash is 5,900 square foot single story building with an enclosed tunnel car wash. Customers will remain in their vehicles and enter the car wash entrance on the south

side of the property, and proceed north through a single tunnel. Once exiting customers can access the exterior vacuum station or exit the site. The car wash is designed to be environmentally friendly with a water reclaim system. The recirculating/re-capture equipment utilized by the Wet Rabbit Car Wash has an average water use per car of 26 gallons, thus saving over 7 million gallons of water per year.

Compliance with the Comprehensive Plan

The site is within area designated as Commercial on the 2014 Comprehensive Plan Future Land Use Map.

Setbacks

The CG zone district setbacks are as follows:

Setback Standards	Minimum	Provided
Front	20 ft.	70'
Street Side	20	52'
Interior Side	10 ft.	82
Rear	20 ft.	143'
Front Parking	20'	24

Building Height

The maximum building height is 45 feet. The proposed building height is 30 feet.

Open Space

The 1.5 acre site has 20,344 square feet of landscape area or approximately 31%.

Landscaping, Buffering and Fencing

The minimum landscape requirement is 20 percent with 31 percent provided. Perimeter landscape includes combination of deciduous, ornamental and evergreen trees mixed with shrubs and grasses. A four foot high earthen berm with a heavy screen of evergreen plantings facing W. 91st Place is provided to screen the entrance bay door.

Building Design

The building design is a modern commercial building and is consistent with the adjacent building facades within the commercial center. The single story building has two tower elements anchoring each end of the building. A variety of building materials include cement board siding, cultured stone, stucco, and concrete blocks. The building facades provide windows and awnings and change in materials, colors, and texture to create architectural interest.



Circulation and Connectivity

Primary access to the site will be from Kendrick Street and W. 91st Place. Public access easements will be dedicated on along the north south side of the site.

Grading and Drainage

The site slopes to the southeast. The site will be graded to convey drainage to the regional detention pond located to the north of the site.

Parking and Loading

The LDC 4-5-2-2 parking requirements for a motor vehicle wash is 2 spaces per 1,000 sf. Twelve parking spaces are required; 25 spaces are provided and include parking for the vacuum stations.

Utility Services

Water and sewer mains are located within Kendrick Street and will connect to. Dry utilities will be provided by Xcel, Century Link and other providers.

Police and Fire Protection

Police and fire protection is available to serve this site.

Vacation of Public Access Easement Analysis

The applicant has requested the vacation of a portion of a public access easement on Lot 4 B which was platted with the Candelas Filing No. 3 subdivision. The access easement was dedicated prior to any proposed land uses and was located to access the detention pond and the adjacent lots. With the proposed Wet Rabbit Car Wash Site Plan, the public access easement will need to be vacated. A new public access easement configuration is proposed and will be dedicated by a minor plat.

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 tables 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. 8-3-11 Major Modification Approval Criteria	Finding	Rationale
1. The requested modification is consistent with the Comprehensive Plan and the stated purpose of the applicable zoning district.	Complies	The modifications are consistent with the Comprehensive Plan and the CG zoning district.
2. The requested modification addresses a unique situation or incorporates creative site design.	Complies	The modification includes a 4' berm with additional landscape materials

		to screen the bay door from W 91st Place. A 7' tall fence with a 10'4" masonry wall will shield the equipment and noise from the adjacent properties.
3. The requested modification will not result in incompatible development.	Complies	The modification will not result in incompatible development.
4. The requested modification will have no significant adverse impact on the health, safety or general welfare of surrounding property owners or the general public.	Complies	The modifications will have no adverse impact on the health, safety or general welfare of the adjacent property owners or the general public,
5. Any adverse impacts resulting from the modification will be mitigated to the extent reasonably feasible.	Complies	The site plan mitigates any adverse impacts.

§8-3-9-1 Approval Considerations 05-2020	Finding	Rationale
a. The vacation is consistent with the Comprehensive Plan and with any other applicable, adopted City transportation plan or streets/roadway plan;	Complies	The vacation of a portion of the public access easement is consistent with City transportation and streets/roadway plan;
b. The land to be vacated is no longer necessary for the public use and convenience, or the public right-of-way or public vehicular access easement has become useless, inconvenient, or burdensome to the City;	Complies	The vacated public access easement will be vacated and a new public access easement configuration is proposed and will be dedicated by a minor plat.
c. The vacation will not create any landlocked property;	Complies	The vacation will not create any landlocked property;
d. The vacation will not restrict access to any lot, tract, or parcel so that the resulting access is unreasonable or economically prohibitive; and	Complies	The vacation will not restrict access to any lot, tract or parcel.
e. The vacation will not reduce the quality of public services or the provision of necessary emergency services to any lot, tract, or parcel.	Complies	The vacation will not have any impact on the quality of public and emergency services.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the Major Modifications and the Vacation of the Public Access Easement.

The Planning Commission may recommend denial of the requests if it cannot make affirmative findings of the approval criteria stated above.



February 9, 2021

Ms. Carol Ibanez
City of Arvada - Community Development Department
8101 Ralston Road
Arvada, Colorado 80001
(720-898-7463) / cibanez@arvada.org

Project Title: Wet Rabbit Car Wash
Project Location: NE Corner Candelas Parkway & W. 91st Place
Project Number: PA2020-0088

REQUEST FOR MAJOR MODIFICATIONS

Dear Ms. Ibanez:

This Request for Major Modification is sent to accompany our Site Plan Approval package for the development of the Wet Rabbit Express Car Wash project to be located in the Candelas development at the NE corner of Candelas Parkway and W. 91st Place in Arvada, Colorado.

Per our discussions and e-mails, there are three areas of our proposals which will require a Request for Major Modification. They are:

- 1) The Entrance door to the car wash tunnel which faces the adjacent street, and;
- 2) Per 3-1-3-8 F c ii, stating that the vacuum producing equipment be located within the main wash building
- 3) The height of the screen wall around the vacuum storage area exceeding the 6'-0" limit per Fence Table 4-7-2-1- IL zoning district.

REQUEST NO. 1 – CAR WASH ENTRANCE

Per your Pre-Application Summary dated 7/1/2020, the Project, located in the CVG zoning district does not meet LDC standard 3-1-3-8 for Motor Vehicle Wash c.i. Enclosed Motor Vehicle Wash Facility stating "that no bay doors shall face the adjacent street or an adjacent residential district". Our request for the Major Modification is based on the following:

- 1) The entrance door is just that, the entrance to the single-tunnel car wash. It is neither a service bay door nor the tunnel exit where the dryers are located.
- 2) Due to the site constraints and configuration, the entrance overhead door, not a bay door for service, is facing W. 91st Place. It is not achievable to rotate the building, which even if possible,

would result in the entrance door facing the street along the west property line. At its closest point, the door is 82'-0" from the property line along W. 91st Place, which is over 4 times the required building setback.

- 3) We propose to construct a 4'-0" high earthen berm on which will be placed a heavy screen of evergreen plantings effectively blocking the visual access to the entrance door from 91st Avenue (please see the 3-D rendering below).
- 4) We meet all other LDC standards as far as building setbacks, building height, and landscape setbacks.
- 5) This car wash is being designed to be environmentally friendly with a water reclaim system. That is, the average homeowner washing their car in their driveway will pour 100 gallons or more of potable water down the drain while washing their one car. Due to the recirculating/re-capture equipment utilized by the Wet Rabbit Car Wash, the average water use per car is 26 gallons, thus saving over 7 million gallons of water per year. The wash solutions used are also Environmentally/Green Safe
- 6) We feel that the Project as proposed meets all approval criteria:
 - a. It is consistent with the Comprehensive Plan and the stated purpose of the applicable zoning district;
 - b. The requested modification address the unique site alignment situation and incorporates creative site design;
 - c. The requested modification will not result in incompatible development. In fact, at our first neighborhood meeting, residents that attended were positive about the service coming to the community and no residents brought forth concerns about the entrance location.
 - d. The requested modification will have no significant adverse impact on health, safety or the general welfare of the surrounding property owners nor public;
 - e. Any potential adverse impacts (none that we can see) are mitigated.

Here are the renderings of the proposed design:



VIEW FROM W. 91ST PLACE



VIEW FROM W. 91ST PLACE – FURTHER WEST



AERIAL INDICATING SITE LAYOUT AND BERM LOCATION

REQUEST NO. 2 – LOCATION OF EXTERIOR MACHINERY

Per your latest review comments, the Project, does not meet LDC standard 3-1-3-8 F c ii, stating all enclosed motor vehicle wash facilities must be self-contained except services such drying, polishing or vacuuming which may be performed outdoors. Exterior vacuums must have machinery located within the main wash building with only vacuum hoses located outside. Our request for the Major Modification is based on the following:

- 1) The vacuum system is much more efficient being located closer to the vacuum hoses, thus minimizing the length of time it takes to thoroughly vacuum the vehicle. We propose to fully screen the vacuum producing equipment behind solid masonry walls completely screening the equipment and thus blocking the potential for any noise level issues and to visually shield the equipment for our adjacent neighbors.
- 2) The screen walls are located far from the adjacent streets, and there are no residential developments nearby as well.

REQUEST NO. 3 – OUTDOOR SCREEN WALL HEIGHT

Per your latest review comments, the Project, located in the CVG zoning district does not meet Fence Table 4-7-2-1 IL Zoning District for walls within the required setback area, that the maximum height of outdoor fenced storage areas, etc., shall not exceed 6'-0" in height.. Our request for the Major Modification is based on the following:

- 1) The vacuum equipment, which is stored behind these fences, is 9'-0" +/- tall. The solid masonry fence is proposed at 10'-4" (to masonry course) in order to completely shield the equipment for our adjacent neighbors.
- 2) The screen walls are located far from the adjacent streets, and there are no residential developments nearby as well.
- 3) The screen walls will also aid in the quieting of the vacuums themselves.
- 4) There is a new lot created by this development, directly east of the fenced areas, but this lot is currently owned by the Car Wash Developer and there are currently no plans for this lot for development. Any future development will treat these fenced in areas as an "existing condition".

BUILDING ARTICULATION

As requested, Building Articulation for this project complies with LDC Section 5-1-2-6-B (1 & 2) in the following manner:

- i. "A change in materials , colors, textures or pattern" – The proposed building is comprise dof all of these factors on all sides.
- ii. "A change in window sizes, styles or placement across the façade". There is a variety of window sizes, placement applications and elevations across the facades.
- iii. "A change in roof or parapet height of at least three feet, or a change in roof form". The proposed building incorporates parapet stepping with material changes plus two tower forms on each end of the building.
- iv. "Use of masonry such as brick or stoneto delineate the ground floor". The building proposes the use of stone to achieve this articulation.
- v. "Use of cornices or projecting roof lines". The building has projecting roof forms to provide additional shadow line projection to break up the building massing.

We respectfully request your approval of these Modifications.

Sincerely,



Craig I. Cahen AIA
Cahen Architectural Group, P.C.
7000 E. Belleview Avenue, Suite 355
Greenwood Village, CO 80111
(303) 743-0002 x-211

EXHIBIT A

ACCESS EASEMENT VACATION

A 25 FOOT ACCESS EASEMENT RECORDED AT RECEPTION NO. 2018086569 LOCATED WITHIN LOT 4B, BLOCK 1, CANDELAS COMMERCIAL, FILING NO. 3, AMENDMENT NO. 1 RECORDED AT RECEPTION NO. 2020003223, SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4B AND CONSIDERING THE WEST LINE OF SAID LOT TO BEAR S15°04'22"E MONUMENTED BY A 1" YELLOW PLASTIC CAP STAMPED "R. NOBBE PLS 23899" ON THE NORTH END AND A 1.25" ORANGE PLASTIC CAP STAMPED "LS 38069" ON THE SOUTH END WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, S15°04'22"E, A DISTANCE OF 51.62 FEET TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING SIX (6) COURSES AROUND THE PERIMETER OF SAID 25 FOOT ACCESS EASEMENT:

1. N74°55'38"E, A DISTANCE OF 86.17 FEET;
2. N25°31'35"E, A DISTANCE OF 68.04 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4B;
3. ALONG SAID NORTH LINE, N74°54'26"E, A DISTANCE OF 32.94 FEET;
4. S25°31'35"W, A DISTANCE OF 100.98 FEET;
5. S74°55'38"W, A DISTANCE OF 97.67 FEET TO A POINT ON THE SAID WEST LINE OF LOT 4B;
6. ALONG SAID WEST LINE, N15°04'22"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,411 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

CAMERON M. WATSON, PLS
COLORADO LICENSE NUMBER 38311
FOR AND ON BEHALF OF POINT CONSULTING, LLC
8460 W KEN CARYL AVE, #101
LITTLETON, CO 80128
(720) 258-6836
cwatson@pnt-llc.com



DATE
02.01.2021

DESCRIPTION
ORIGINAL PREPARATION

SHEET 1/2

DESCRIPTION

WET RABBIT CAR WASH

ARVADA, COLORADO

JOB NO. 20.034



POINT CONSULTING, LLC 8460 W KEN CARYL AVE #101
LITTLETON, CO 80128 720-258-6836 www.pnt-llc.com

ILLUSTRATION FOR EXHIBIT A ACCESS EASEMENT VACATION

10' UTILITY EASEMENT
REC. NO. 2018086569

LOT 3, BLOCK 1,
CANDELAS COMMERCIAL FILING NO. 3
REC. NO. 2018086569

TRACT 1B,
CANDELAS COMMERCIAL
FILING NO. 3, AMENDMENT NO. 1
REC. NO. 2020003223

STORM WATER EASEMENT
REC. NO. 2018086569

25' EXCLUSIVE UTILITY EASEMENT
REC. NO. 2018086569

S15° 04' 22"E
51.62'

P.O.C.
1" YELLOW PLASTIC CAP
"R. NOBBE PLS 23899"

N25° 31' 35"E
68.04'

N74° 54' 26"E
32.94'

S25° 31' 35"W
100.98'

N74° 55' 38"E
86.17'

S74° 55' 38"W
97.66'

25' ACCESS EASEMENT
REC. NO. 2018086569

40' EXCLUSIVE UTILITY EASEMENT
REC. NO. 2018086569

30' FIRE LANE, PUBLIC ACCESS
& EMERGENCY ACCESS EASEMENT
REC. NO. 2018086569

LOT 2, BLOCK 1,
CANDELAS COMMERCIAL FILING NO. 3
REC. NO. 2018086569

LOT 1, BLOCK 1,
CANDELAS COMMERCIAL FILING NO. 3
REC. NO. 2018086569

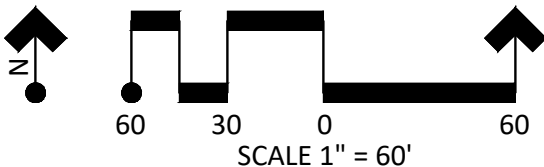
LOT 4B, BLOCK 1
CANDELAS COMMERCIAL, FILING NO. 3,
AMENDMENT NO. 1
REC. NO. 2020003223

BASIS OF BEARINGS
S15° 04' 22"E

TRACT 3, CANDELAS COMMERCIAL FILING NO. 3
(PRIVATE ROAD)
KENDRICK STREET

1.25" ORANGE PLASTIC
CAP "LS 38069"

W. 91ST PLACE
72' PUBLIC RIGHT-OF-WAY
REC. NO. 2016117761



DATE
02.01.2021
-
DESCRIPTION
ORIGINAL PREPARATION
-
SHEET 2/2

EXHIBIT
WET RABBIT CAR WASH
ARVADA, COLORADO
JOB NO. 20.034

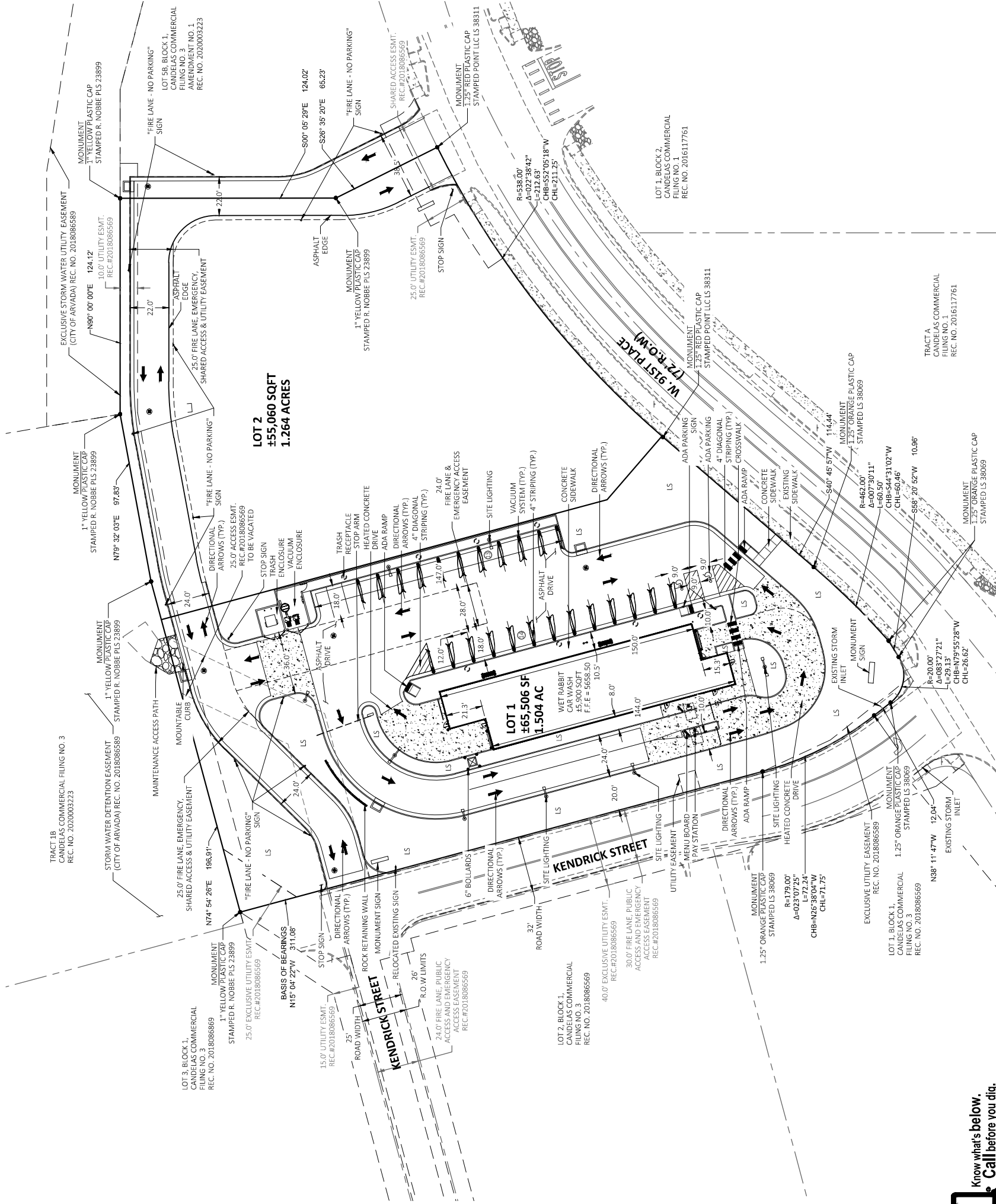


POINT CONSULTING, LLC 8460 W KEN CARYL AVE #101
LITTLETON, CO 80128 720-258-6836 www.pnt-llc.com

WET RABBIT EXPRESS CAR WASH

SITE PLAN

LOT 1, BLOCK 1, CANDELAS COMMERCIAL FILING NO. 4,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24,
TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 2 OF 13



LEGEND

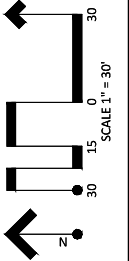
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED ASPHALT EDGE
- CONCRETE SIDEWALK
- HANDICAP PARKING STALL
- EASEMENT BOUNDARY
- PARKING COUNT PER ROW
- LANDSCAPE AREA
- PROPOSED SIGN
- PROPOSED LIGHT FIXTURES. SEE PHOTOMETRIC PLAN FOR DETAILS
- EXISTING FIRE HYDRANT
- PROPOSED STORM STRUCTURES

GENERAL NOTES

1. REFER TO SHEET 1, COVER SHEET, FOR BENCHMARK AND BASIS OF BEARINGS.
2. APPROVED EVA SHALL BE PROVIDED DURING CONSTRUCTION, UNLESS OTHERWISE APPROVED. THE EVA SHALL CONSIST OF THE FIRM LIFT OF ASPHALT OR CONCRETE SHALL BE PROVIDED PRIOR TO COMMENCING VERTICAL CONSTRUCTION.
3. ALL EASEMENTS LABELED "ACCESS" ARE USED AS FIRE LANE AND EMERGENCY VEHICLE ACCESS.



Know what's below.
Call before you dig.



SCALE 1" = 30'



WET RABBIT EXPRESS CAR WASH

SITE PLANS

ARVADA, COLORADO

JOB NO. 20.034

DESCRIPTION

DATE

SHEET 2 OF 13

Synopsis of Meeting Minutes from M 16, 2021 Planning Commission

DA2020-0122 Vacation of a Public Access Easement for Wet Rabbit Car Wash, generally located at 9159 Kendrick St.

DA2020-0122 Major Modifications for Wet Rabbit Car Wash, generally located at 9159 Kendrick St.

Mr. Owens entered into the record the Staff Report DA2020-0122 dated March 16, 2021, affidavit of mailing, posting log and public comment that was received via email.

Ms. Ibanez gave a brief overview of the project and the applicants.

Mr. Cahen, architect and representative of the applicant, gave an overview of the project. He described the site and the layout of the proposed design. He explained the reasons for the requests.

Mr. Owens opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR

None.

IN OPPOSITION

None.

APPLICANT REBUTTAL

Mr. Owens closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Magee asked Staff if the easement is within solely City of Arvada jurisdiction.

Ms. Ibanez stated that the current easement allows access for the City of Arvada and the Jefferson Center Metro District (JCMD) to have maintenance access for the detention area. She clarified that these two users will still have maintenance access.

Mr. Magee asked if the ring road is being constructed as part of the current application.

Ms. Ibanez clarified that JCMD is working on the Joyce Street plan currently and they will be constructed in the future as part of the Joyce Street future development.

Mr. Magee asked if the road on the site will be a public road or a fire lane.

Ms. Ibanez confirmed that the road will be emergency access and public access and that the applicant is only building the lot access roads.

PLANNING COMMISSION MEETING MINUTES

March 16, 2021

Mr. Magee asked if the applicant will be required to do maintenance and plowing on their roads.

Ms. Ibanez confirmed that they will be responsible, and that they will work with JCMD.

Mr. Magee asked how long the landscape berm will be on the site.

Mr. Shearer, representative of the applicant, stated that it is approximately 150', with an ADA ramp going through part of it.

Mr. Magee suggested that the 150' be broken up visually along the berm. He asked if the applicant has thought of having a roof on the vacuum equipment.

Mr. Cahen stated that a roof would pose a problem with the airflow of the vacuum.

Mr. Magee commented on the noise of the motors but stated he does not feel concerned.

Mr. Gay suggested to Staff that the ring road be planned to be a continuous 25' all around to be consistent.

Mr. Griffith suggested housing the vacuum mechanical equipment within the building envelope. He commented on the difference between mature landscaping renderings versus the look at the time of installation of the landscaping. He asked Staff if there are considerations taken into place with the buffering levels at installation.

Ms. Ibanez stated that there aren't requirements that mature landscaping be installed. She confirmed that the renderings are the estimated mature landscaping growth.

Mr. Griffith suggested some mature landscaping materials be installed at the time of planting.

MOTION: MAJOR MODIFICATIONS

It was moved by Mr. Griffith, that DA2020-0122 Major Modifications for Wet Rabbit Car Wash, generally located at 9159 Kendrick St., be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Pages 7- 9 of the Staff Report.

DISCUSSION OF MOTION: MAJOR MODIFICATIONS

Mr. Magee stated his appreciation of the proposal. He commented his appreciation for green wash solutions and that water conservation was taken into consideration by the applicant.

Mr. McCarron stated his agreement with Mr. Magee.

PLANNING COMMISSION MEETING MINUTES

March 16, 2021

Mr. Hannan thanked Staff and the applicant for the work done on this proposal. He stated his support.

Ms. Connell stated her appreciation for all of the landscaping proposed at the site.

The following votes were cast on the motion:

Those voting Yes: Owens, McCarron, Gay, Connell, Griffith, Magee, Hannan

Those voting No: None

Those absent: None

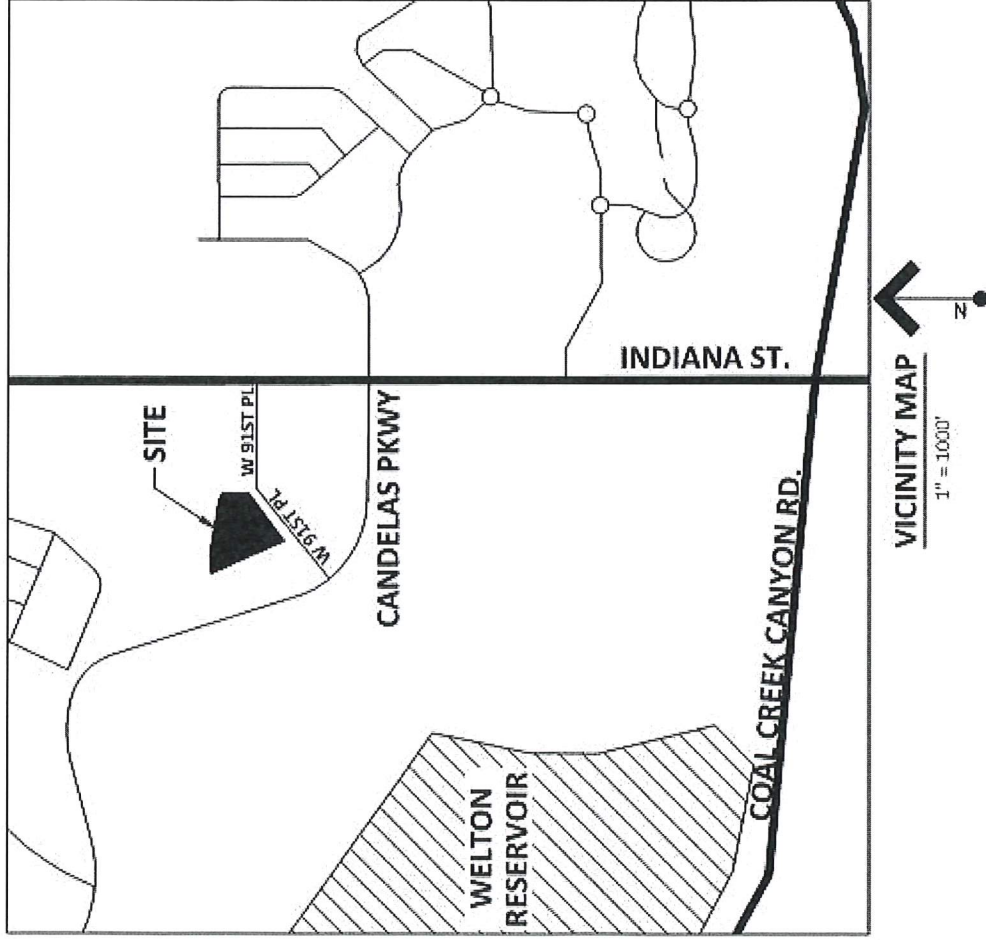
The motion carried 7-0.

WET RABBIT EXPRESS CAR WASH

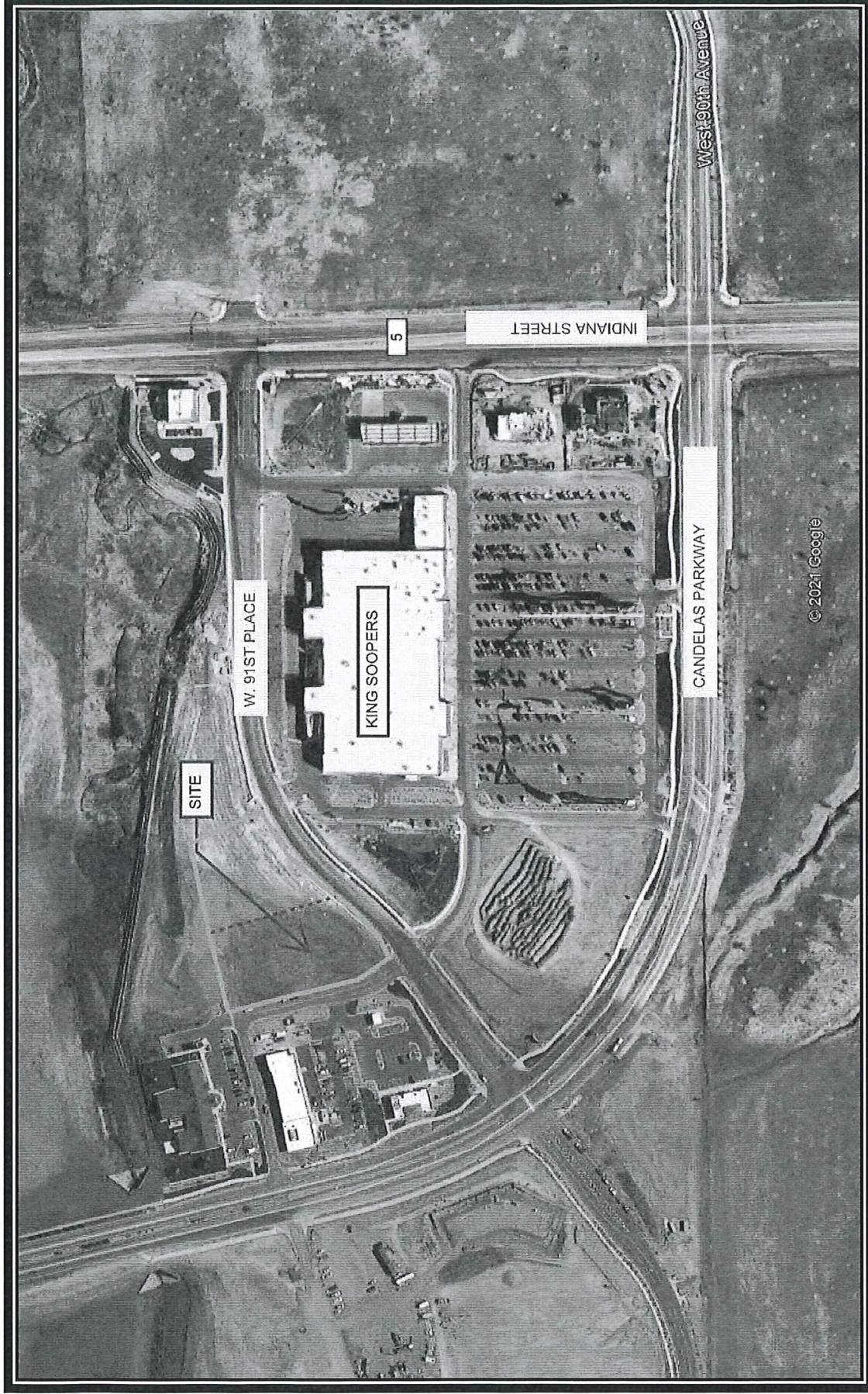
SITE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2
SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON,
STATE OF COLORADO

Vicinity Map



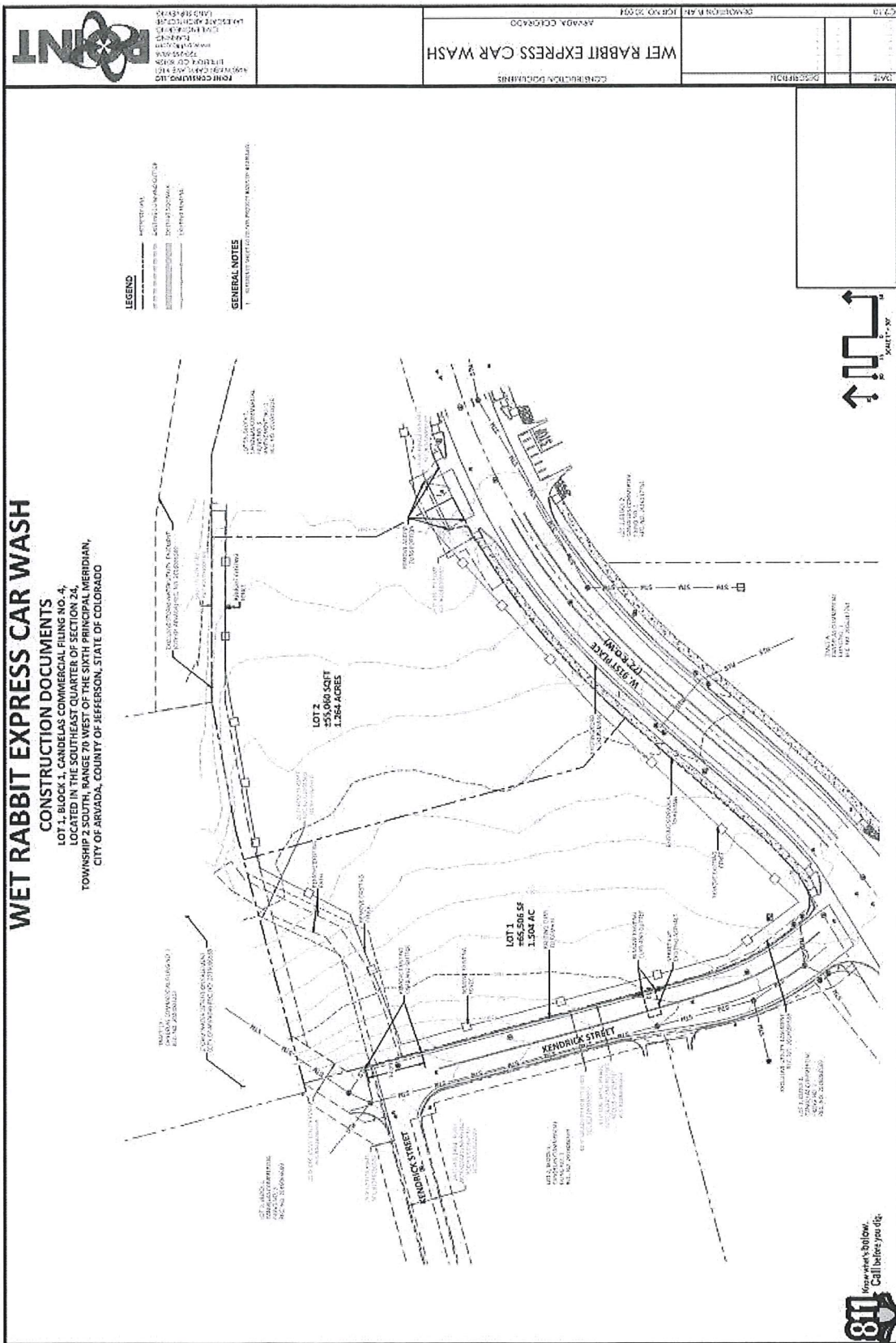
AERIAL PHOTO



Lot Plan

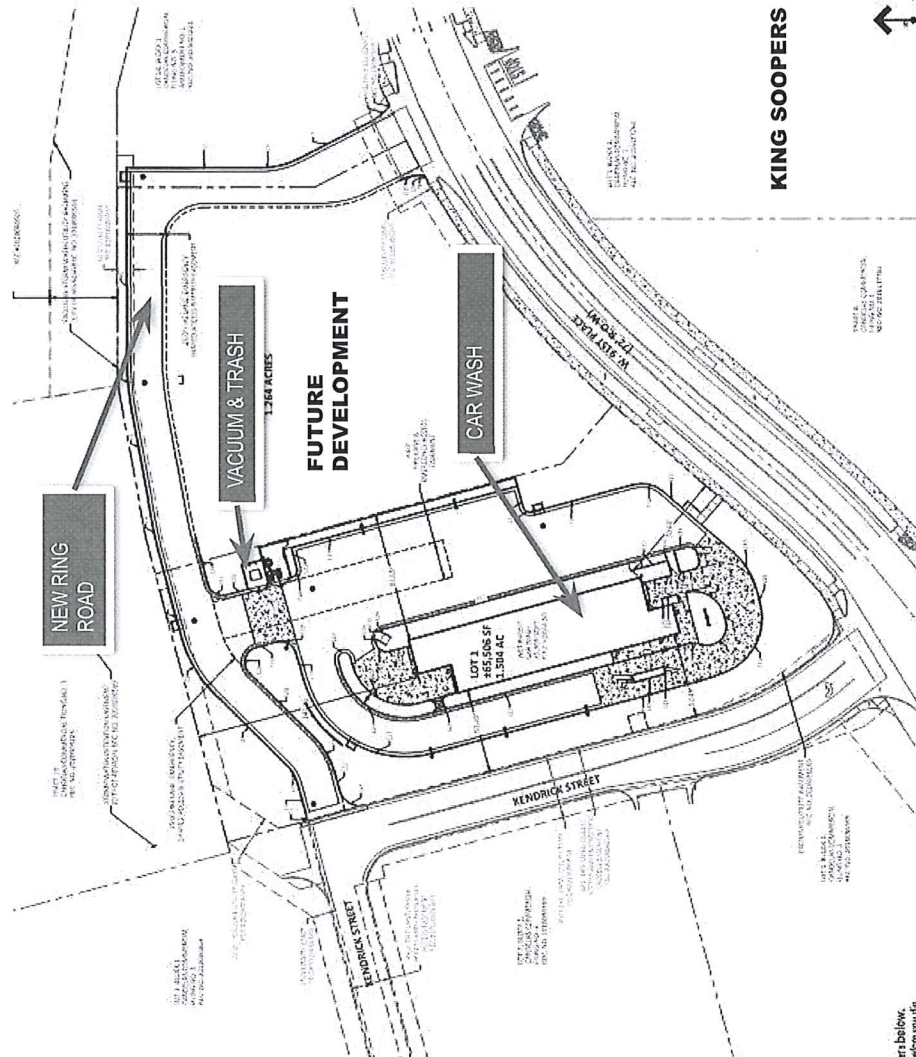
WET RABBIT EXPRESS CAR WASH

CONSTRUCTION DOCUMENTS
LOT 1, BLOCK 1, CANDELAS COMMERCIAL FILING NO. 4,
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24,
TOWNSHIP 2 SOUTH, RANGE 70 WEST, 10TH PRINCIPAL MERIDIAN,
CITY OF ARAPAHO, COUNTY OF JEFFERSON, STATE OF COLORADO



Site Plan

WET RABBIT EXPRESS CAR WASH
CONSTRUCTION DOCUMENTS
 LOT 1, BLOCK 1, CANDEAS COMMERCIAL FILING NO. 4,
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24,
 TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/2010	ISSUED FOR PERMIT
2	10/15/2010	ISSUED FOR CONSTRUCTION

WET RABBIT EXPRESS CAR WASH

CONSTRUCTION DOCUMENTS
 ARVADA, COLORADO
 10/15/2010

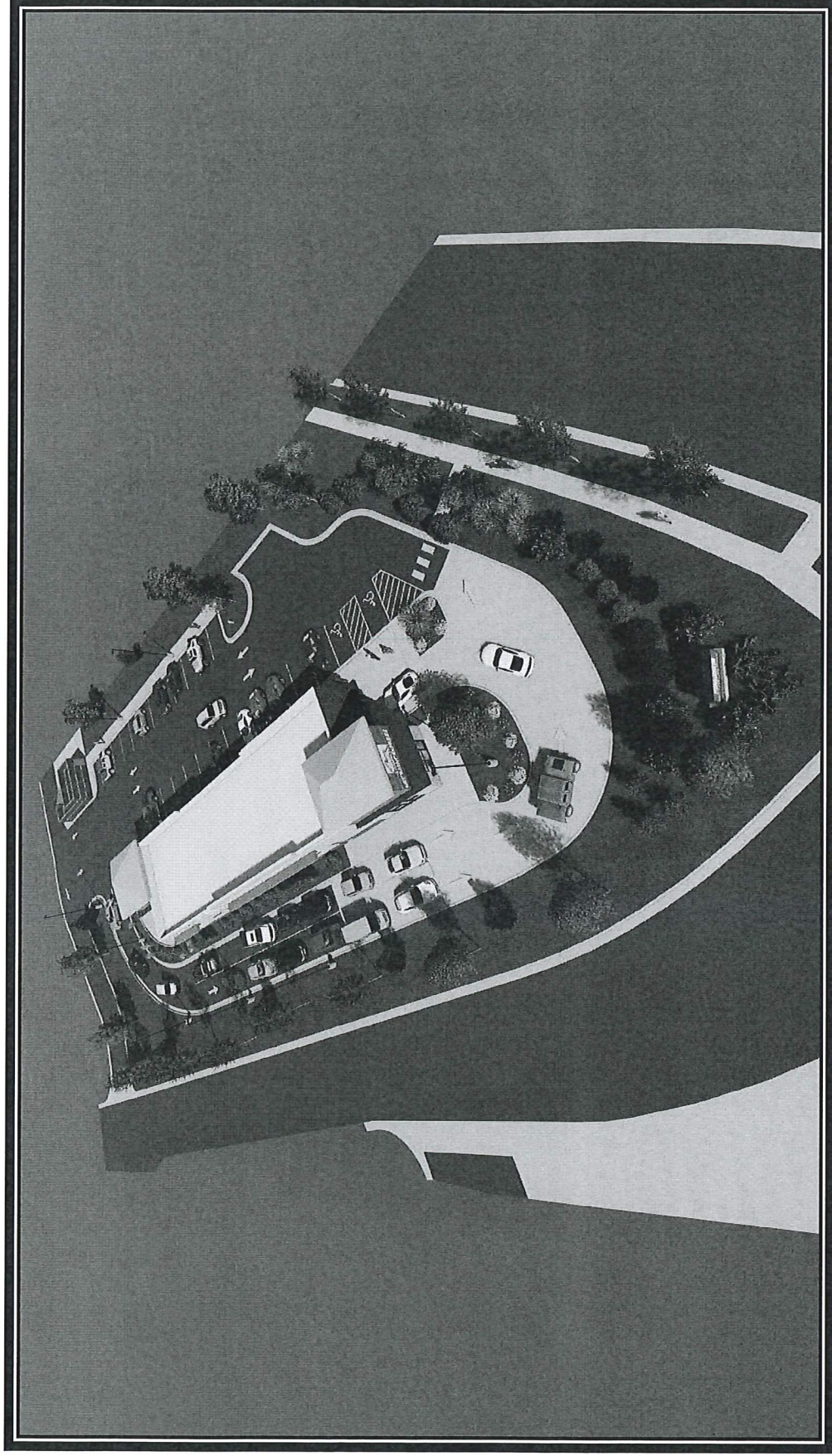
LEGEND

- PROPOSED IMPROVEMENTS
- PROPOSED CONSTRUCTION
- PROPOSED EXISTING CONDITIONS
- PROPOSED EXISTING CONDITIONS
- PROPOSED EXISTING CONDITIONS

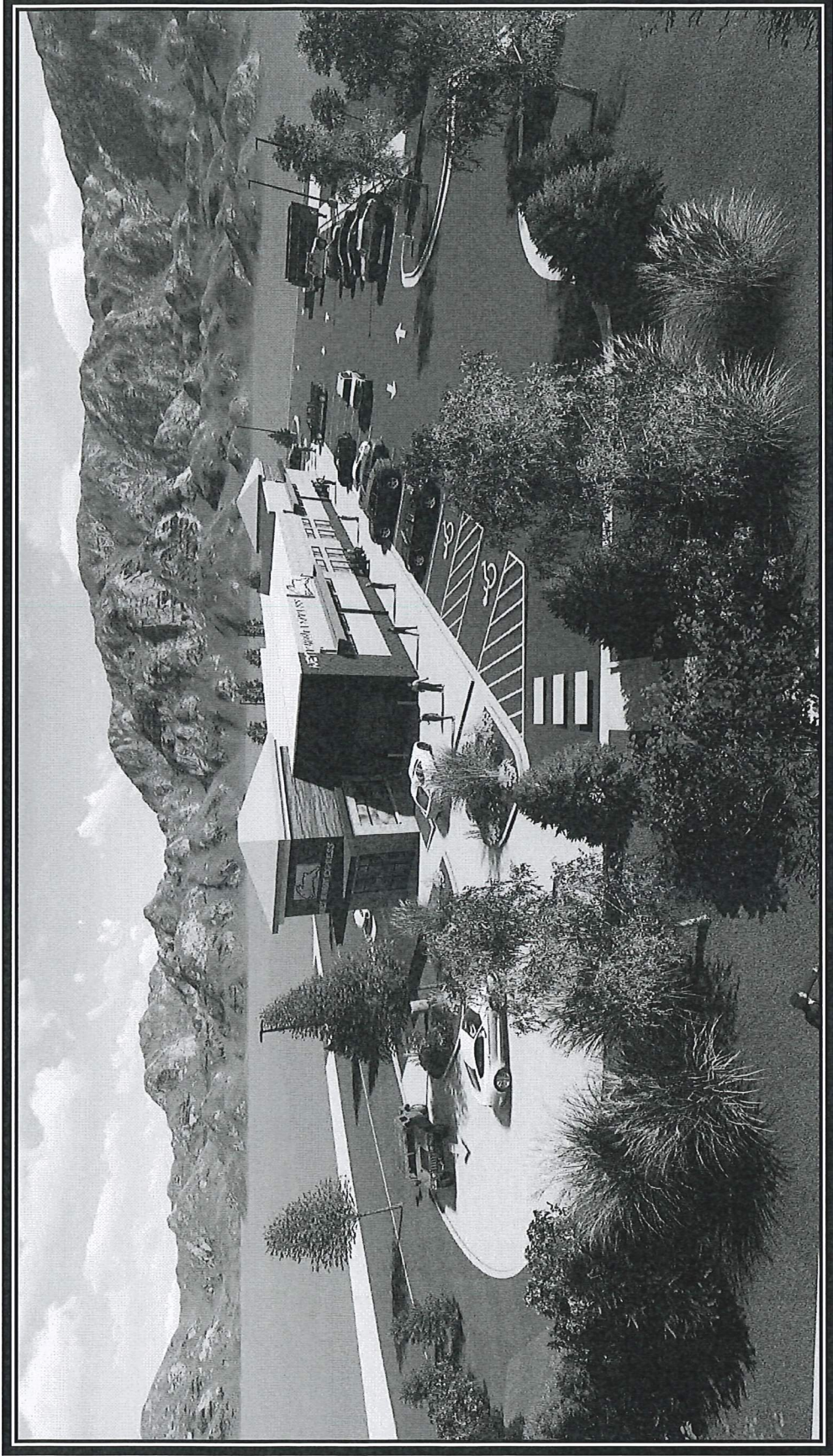
NO.	DATE	DESCRIPTION
1	10/15/2010	ISSUED FOR PERMIT
2	10/15/2010	ISSUED FOR CONSTRUCTION

ARVADA, COLORADO
 10/15/2010

Project Aerial 1



Project Aerial 2

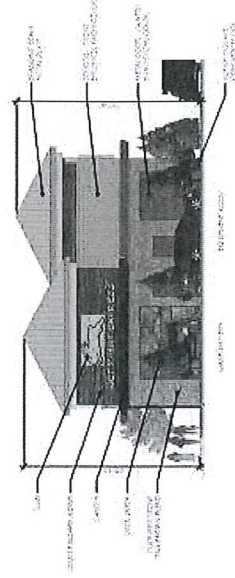
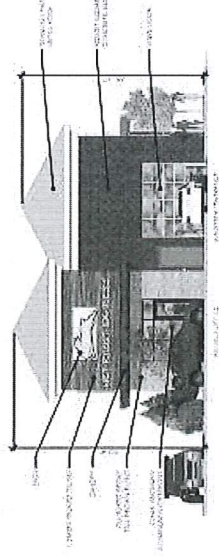


Exterior Elevations

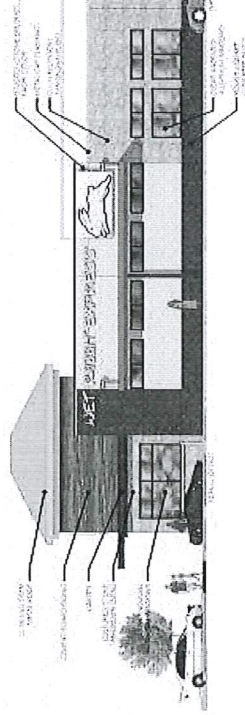
WET RABBIT EXPRESS CAR WASH

SITE PLAN

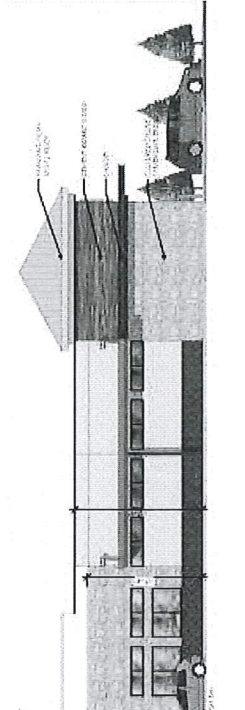
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2
SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON,
STATE OF COLORADO
SHEET 20 OF 13



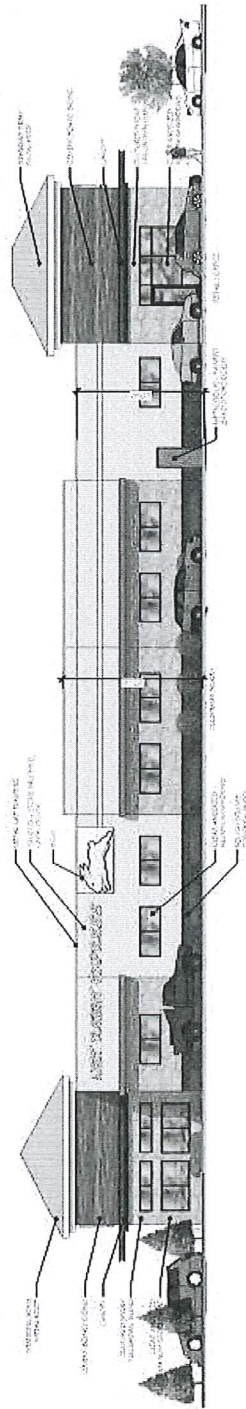
SOUTH ELEVATION 04



NORTH ELEVATION 03



EAST ELEVATION 02



WEST ELEVATION 01

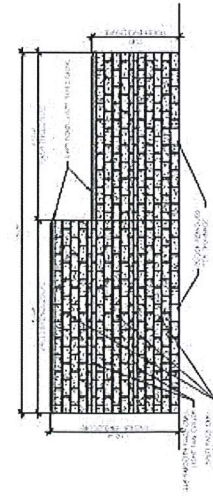
Exterior Buildings

WET RABBIT EXPRESS CAR WASH

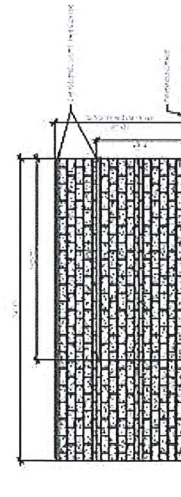
SITE PLAN

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 11 OF 13

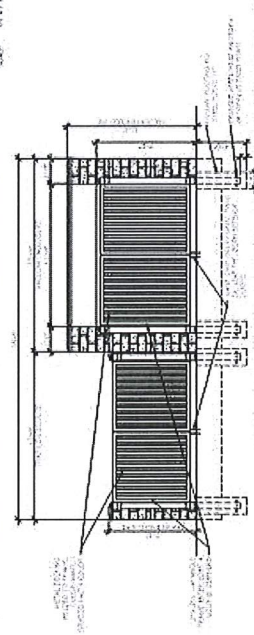
GAHER ARCHITECTURAL GROUP P.C.
10000 W. 10th Ave., Suite 100
Arvada, CO 80002
303.426.1111
www.gaaher.com
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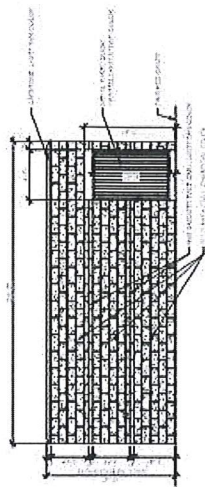
VACUUM EQUIPMENT / TRASH ENCLOSURE - EAST ELEVATION 05



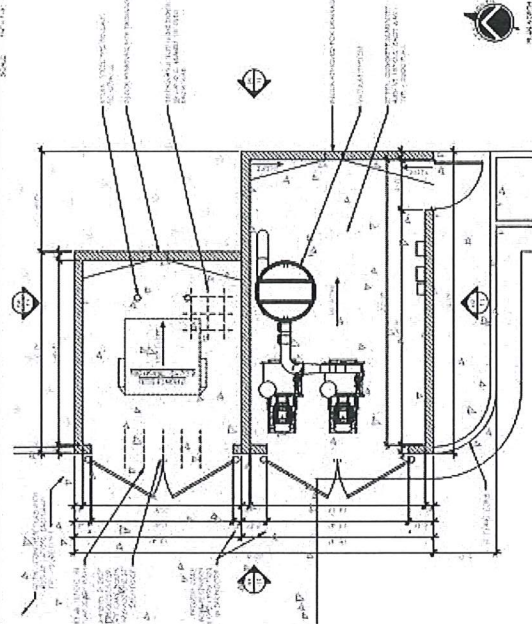
VACUUM EQUIPMENT / TRASH ENCLOSURE - NORTH ELEVATION 04



VACUUM EQUIPMENT / TRASH ENCLOSURE - WEST ELEVATION 03



VACUUM EQUIPMENT / TRASH ENCLOSURE - SOUTH ELEVATION 02

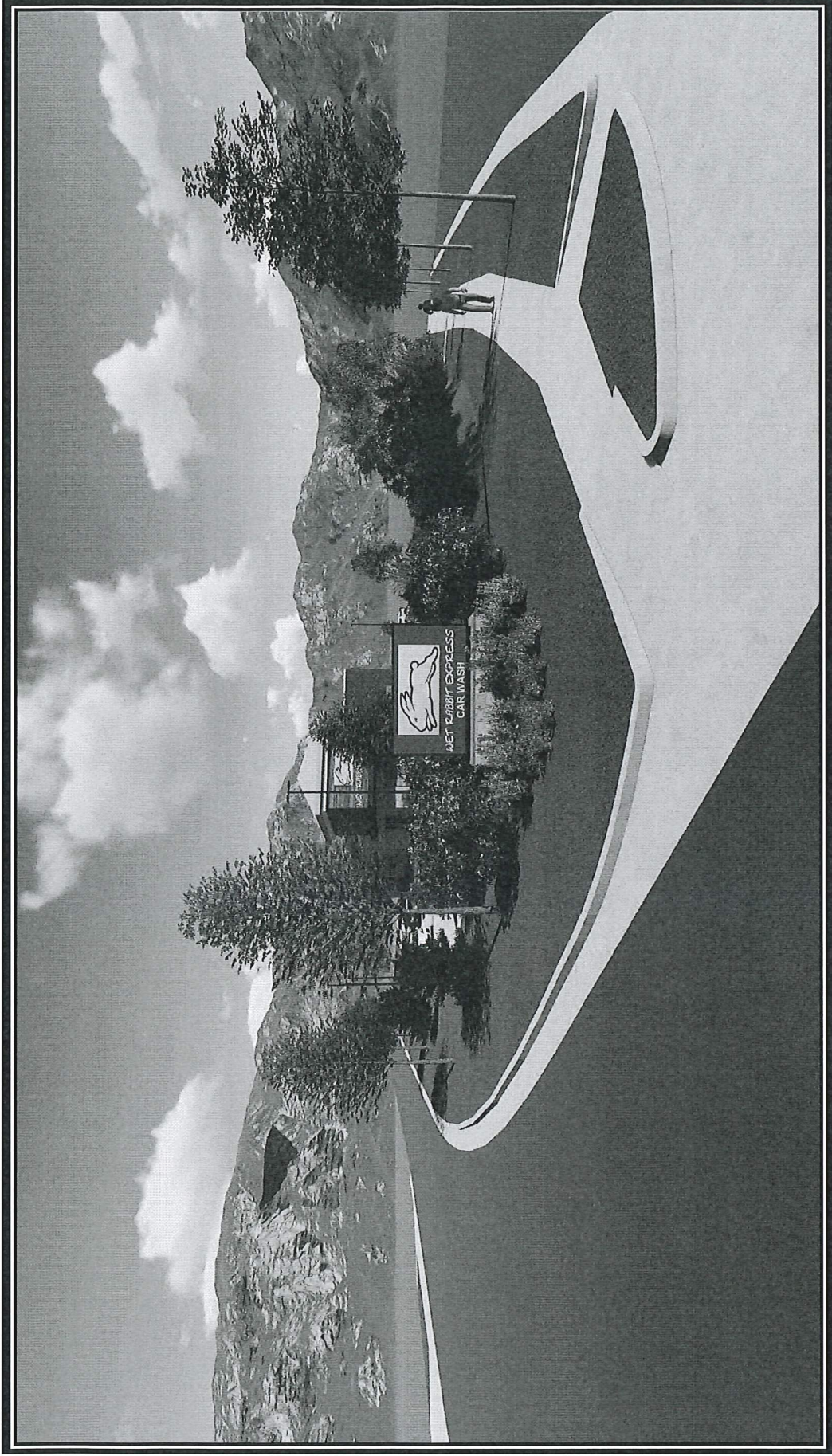


VACUUM EQUIPMENT / TRASH ENCLOSURE PLAN 01

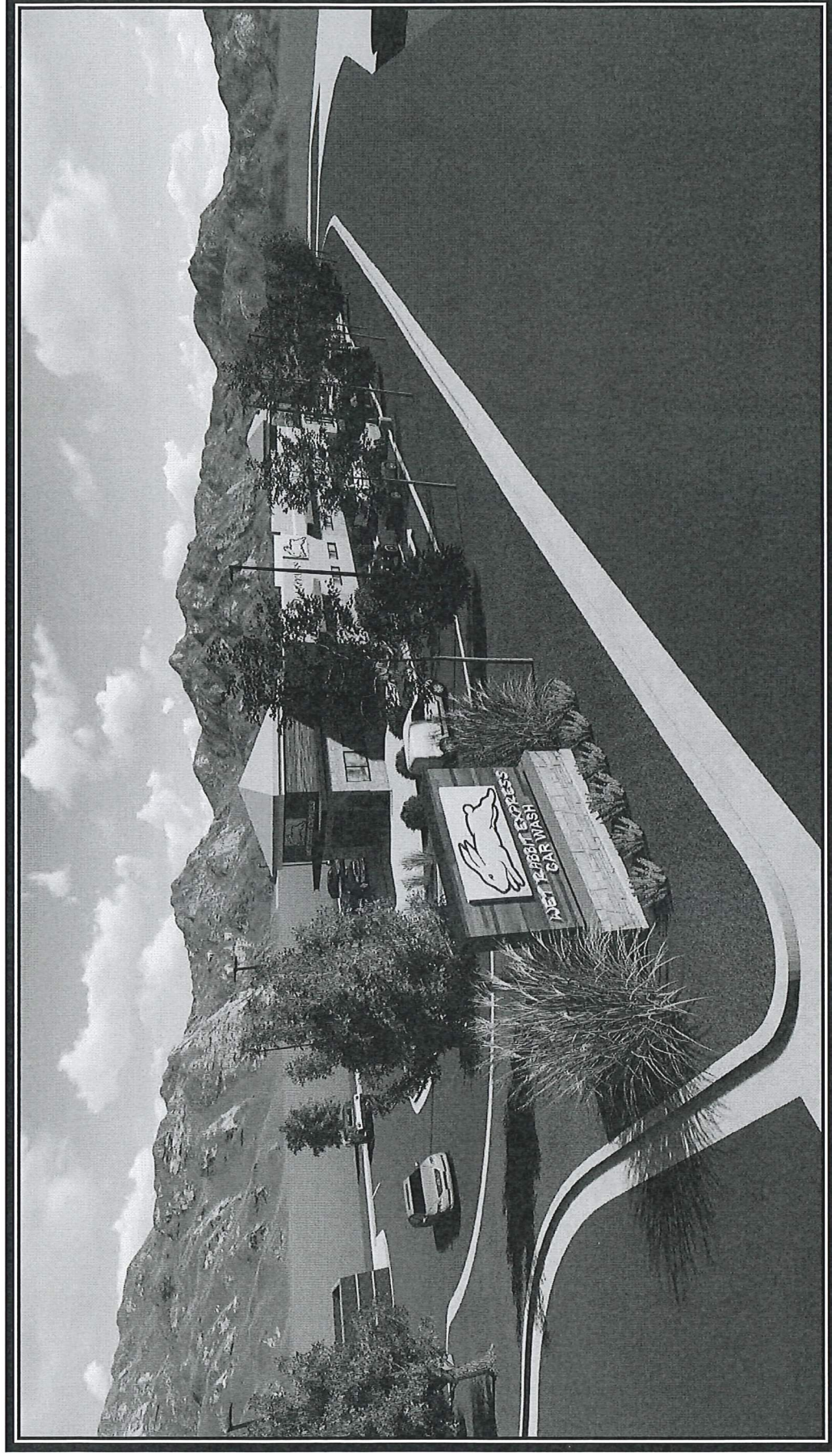
WET RABBIT EXPRESS CAR WASH
ARVADA, COLORADO
JOB NO. 20034
DATE: 11/11/13
SCALE: 1/8" = 1'-0"

811
Know what's below.
Call before you dig.

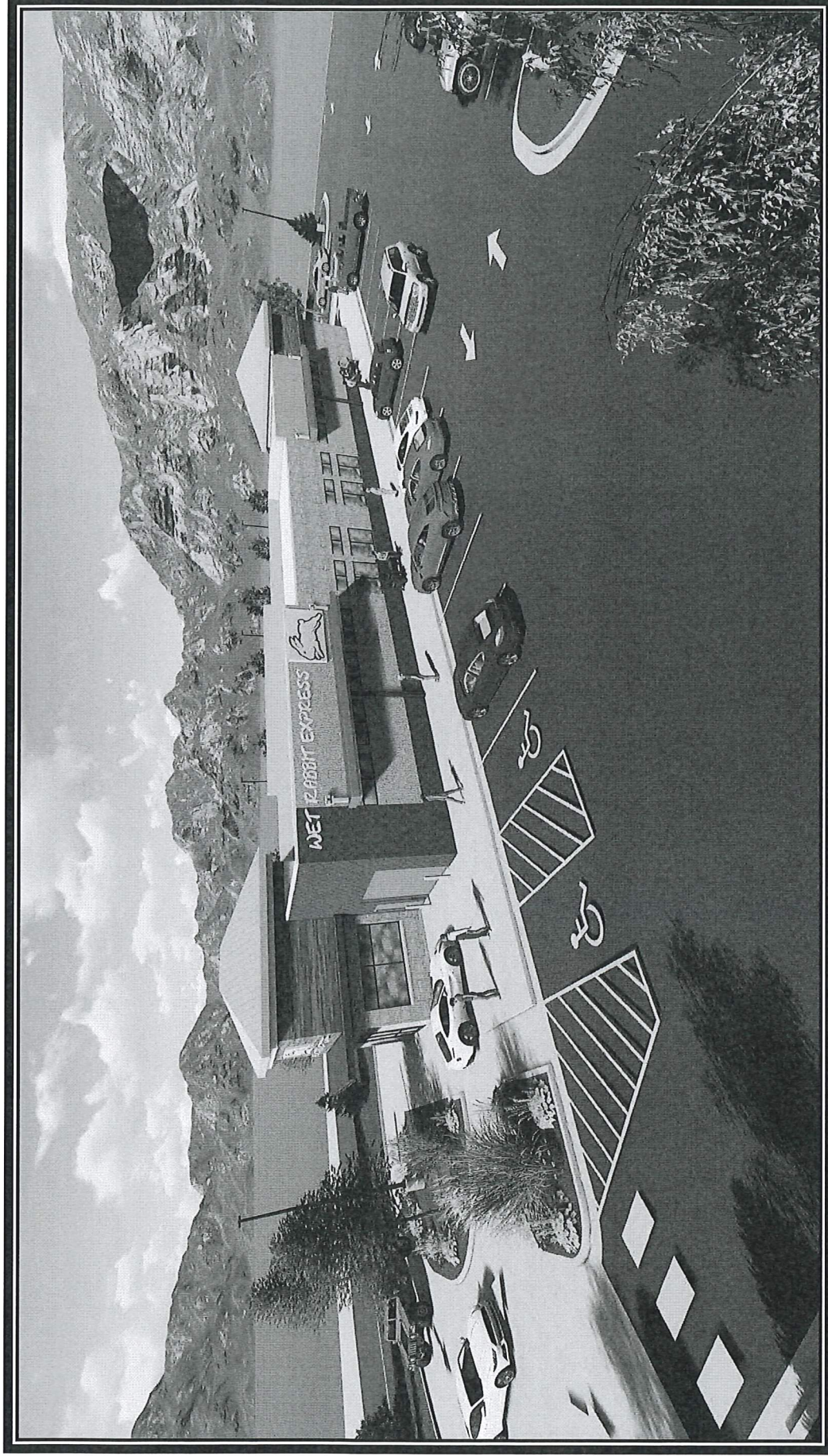
SW Corner – 91st/Kendrick



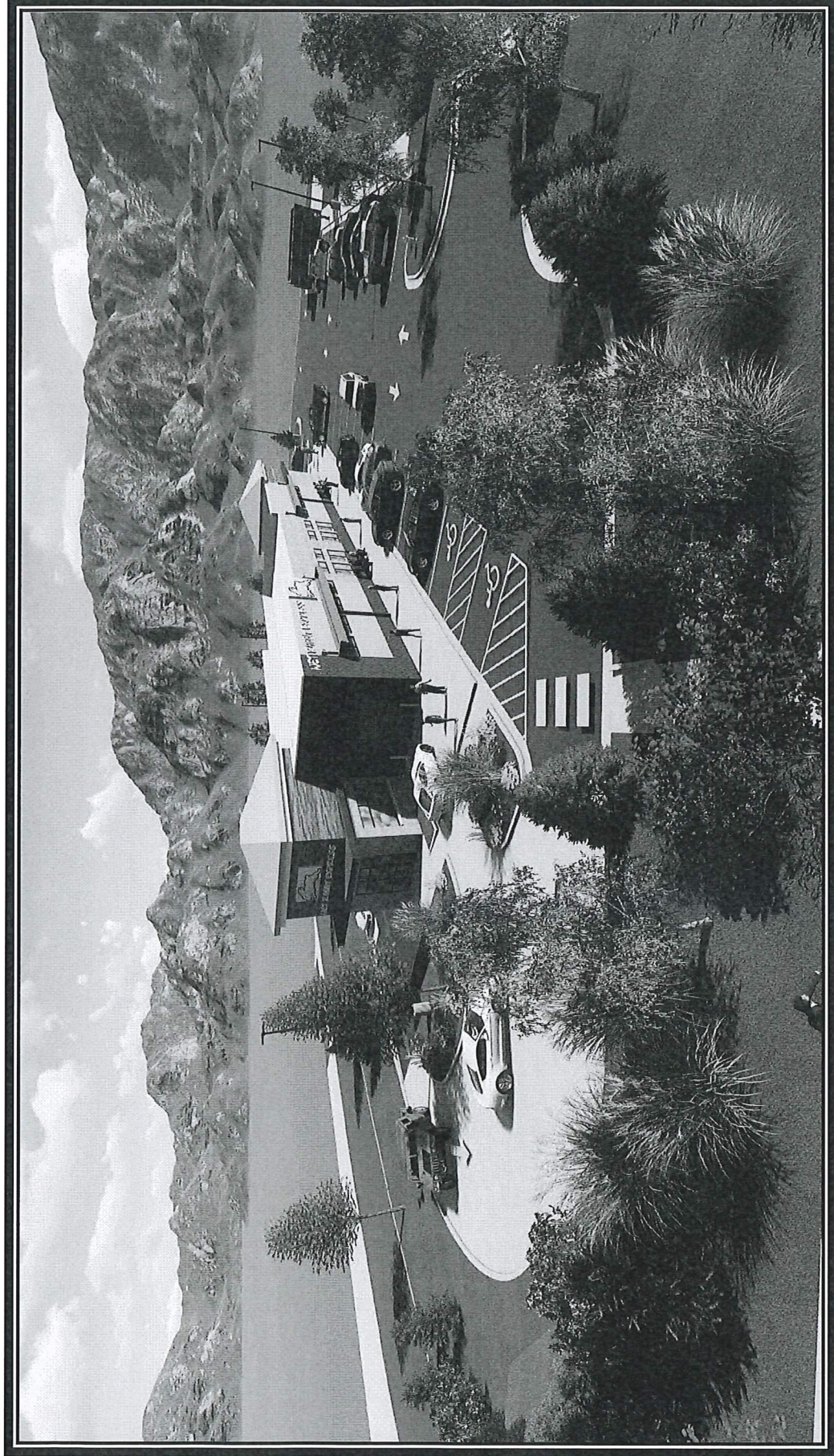
NW Entry – Kendrick St.



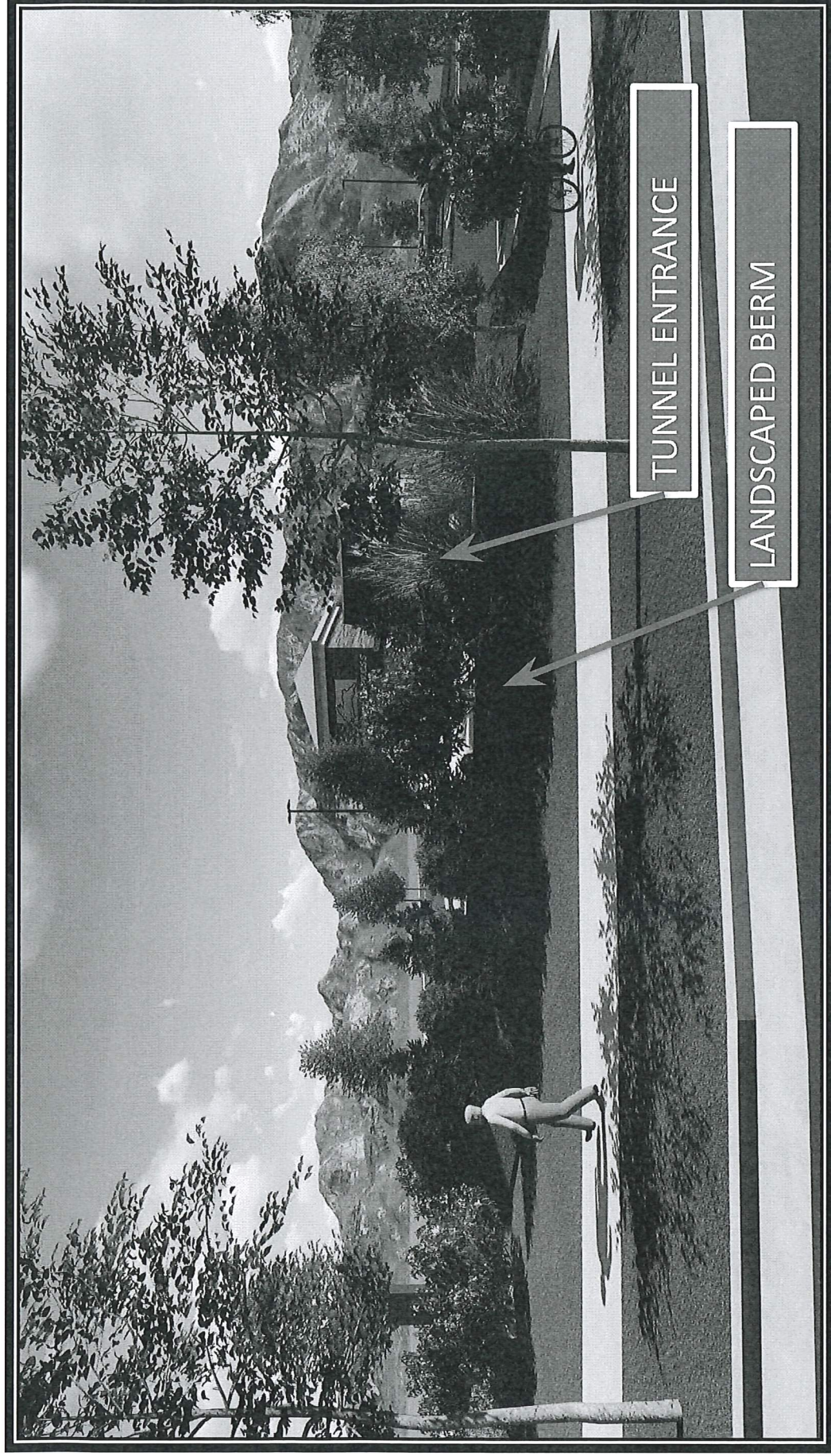
East Elevation



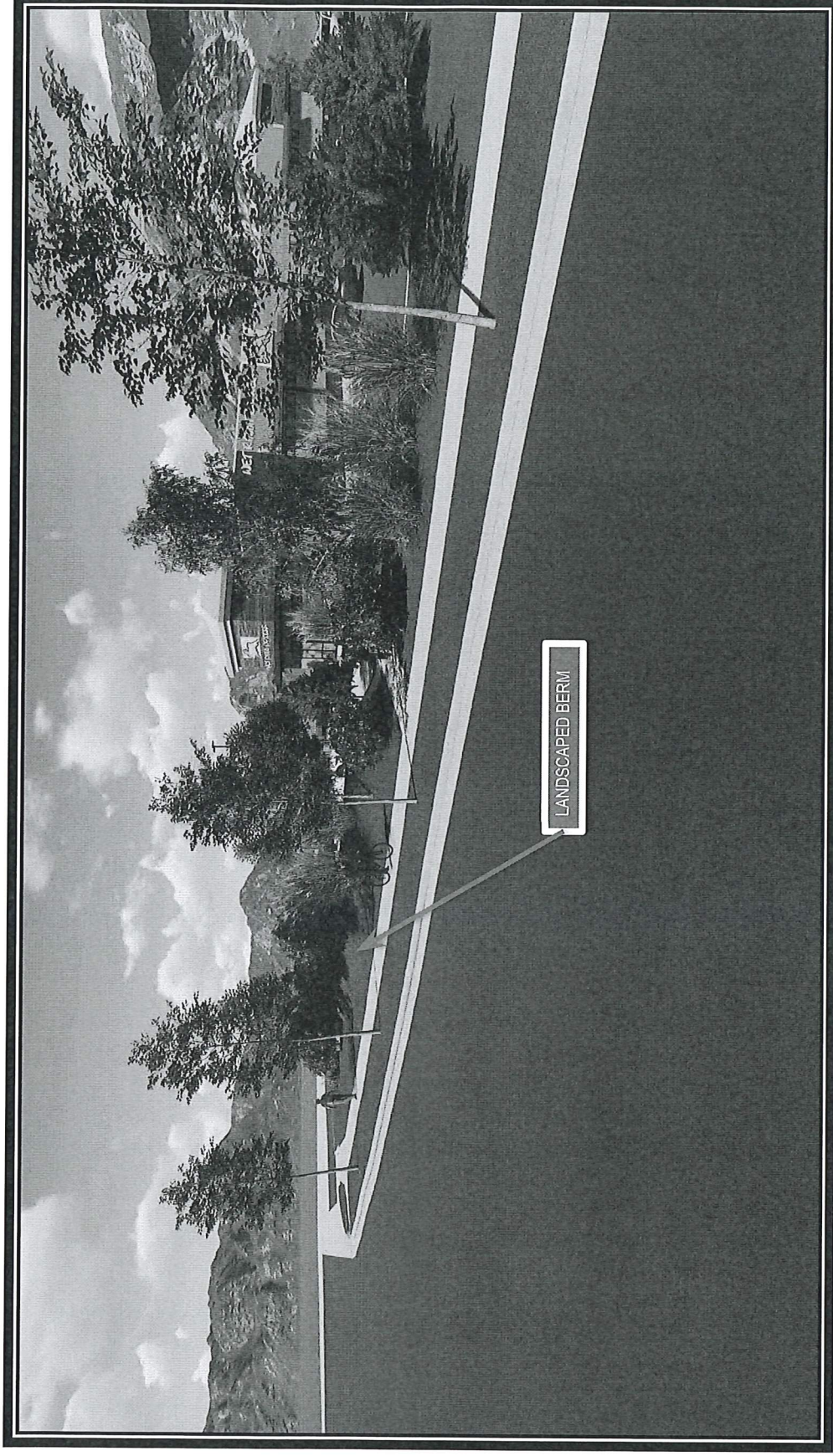
W. 91st Place - Frontage



W. 91st Place – Street View



W. 91st Approach





REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: April 5, 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:
Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

Council Member	Committee
Marc Williams	Arvada Urban Renewal Authority E-470 Authority (alternate) Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Associate Member) (alternate) Urban Drainage and Flood Control District West Connect Coalition *Metro Mayors Caucus
Dot Miller	Adams County Economic Development Association Arvada Municipal Court/Judicial Committee CML Policy Committee Jefferson County Community Corrections Board (alternate) Smart City Advisory Committee
Bob Fifer	Apex Coordinating Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Denver Regional Council of Governments Jefferson County R-1 Schools Coordinating Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Smart City Advisory Committee
Nancy Ford	Arvada Center for the Arts and Humanities Arvada Sustainability Advisory Committee Arvada Visitors Center Committee (alternate) Rocky Flats Stewardship Council
David Jones	E-470 Authority (alternate) Jefferson County Community Corrections Board Jefferson County R-1 Schools Coordinating Committee Jefferson Economic Development Council (JEDC) Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Associate Member) (alternate) West Connect Coalition (alternate)
John Marriott	Adams County Economic Development Association (alternate) Apex Coordinating Committee Arvada Audit Committee Arvada Economic Development Association Board Arvada Municipal Court/Judicial Committee CML Policy Committee Denver Regional Council of Governments (alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate) Olde Town Business Improvement (BID) District Rocky Mountain Metropolitan Airport Community Noise Roundtable
Lauren Simpson	Arvada Audit Committee Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee 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: April 5, 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:

Janet Newman, Administrative Specialist

Reviewed by:

Approved by:

Rachel Morris, City Attorney 3/22/2021

Lorie Gillis, Deputy City Manager 3/23/2021

Mark Deven, City Manager 3/25/2021

Enclosure, exhibits & attachments required to support the report

2021 CITY COUNCIL WORKSHOPS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Housing Strategies – 45 minutes	March 22	VCN
2020 - 2025 City Council Strategic Plan Year End Summary	March 22	CMO
ADA Presentation Kim Vagher, the City's ADA coordinator, along with representatives from Meeting the Challenge. The City contracted with Meeting the Challenge to perform the data gathering and developing the transition plans. During this workshop, the team will present to the Council the information from the assessment and transition plan work completed by Meeting the Challenge and the team will be looking for feedback from the Council about moving forward with the transition plan. Next Steps: The team will take the feedback from the Council and incorporate the feedback into the transition process.	April 12	PW
Waste Hauling Update (tentative)	April 12	CMO
Bond Project Update – 45 Minutes (keep the rest of the agenda light) The engineering team will provide the Council with an update as to the progress of the two bond projects: Ralston Road Phase 2 and West 72nd Ave/UPRR underpass. The team will present information to the Council regarding our current status, the projected schedule, and the status regarding the work with the Union Pacific. The team will also discuss public outreach and the communication plan. Next Steps: The engineering team will continue to move forward with both bond projects and address any council concerns.	April 26	PW
Tobacco and Vaping	April 26	CMO
Metro Districts – 45 minutes 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. 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. 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 10	CED
Waste Hauling Update	May 10	
Americans with Disabilities Act Self-Evaluation and Transition Plan (No other workshops)	May 24	PW
	June 14	
	July 12	
	July 26	
	Aug 9	
	Aug 23	
	Sept 27	
	Oct 11	
Communications Update	Oct 25	CMO
	Nov 22	
	Dec 13	

Meyers Pool	TBD	CMO
City Marketing Plan	TBD	CMO
Traffic Violation Fee	TBD	PW
Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds Engage City Council in a discussion around the current street maintenance needs and how the City might fund them. This will include revenue enhancements, future allocations and expenditure realignments.	TBD	PW/Fin/CMO
Fiber Master Plan The Fiber Master Plan which is also called Arvada Fiber Optic Network (AFON), was first presented to City Council 4/10/2017. City Councils had set a strategic goal to build a fiber network to enable high speed/real-time connectivity to city facilities and assets in order to enhance city operations. This workshop is intended to brief City Council as to the progress of the AFON build out. Updates are intended to cover conduit installation progress, fiber installation progress, current collocate opportunities, IGA member updates, and connections to current assets (city buildings, traffic, signals, utilities, radio, etc.).	TBD	PW
Community Survey Update 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
Problem Properties	TBD	P.D.
Water Storage – Plan B (include with master plan presentation)	TBD	Utilities
Activation of Historical Assets	TBD	VCN
N.W. Arvada	TBD	CED
Body Worn Cameras	TBD	PD
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO
Diversity and Equity Committee	TBD	CMO
Budget Presentation	TBD	Finance
10-year Model Presentation	TBD	Finance
COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat		