



City of Arvada

City Council Agenda

OCTOBER 17, 2022
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:

Marc Williams, Mayor
David Jones, Mayor Pro-Tem
Bob Fifer, At large
John Marriott, District 3
Randy Moorman, District 1
Lauren Simpson, District 2
Lisa Smith, At large

Staff Members Usually Present:

Lorie Gillis, City Manager
Linda Haley, Deputy City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Sharon Israel, Director of Utilities
Ryan Stachelski, Dir. of Community & Economic Development
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Rob Smetana, Manager of City Planning & Development
Rachael Kuroiwa, Chief Communications Manager
Kristen Rush, City Clerk

Info: 720-898-7550

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

Legal Advice, Pursuant to C.R.S. 24-6-402(4)(b) Related to Water and Wastewater rate and SDC
Increases

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 Moorman
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. October 3, 2022 City Council Meeting
5. Recognitions and Communications
 - A. Recognition of Craig Smith for 50 Years of Service - Presented by Mayor Williams
6. Presentations
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business

A. Consent Agenda

1. R22-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code
2. R22-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code
3. R22-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code
4. R22-087, A Resolution Authorizing a Wireless Communications Site Lease Agreement by and between the City of Arvada and T-Mobile West, LLC

B. Resolutions

1. R22-088, A Resolution Authorizing Acceptance of the Colorado Region 8 Opioid Intergovernmental Agreement with Adams County and Other Participating Local Governments within Adams County for the Establishment of the Region 8 Regional Council and Related Duties as Required By the Colorado Opioids Memorandum of Understanding Signed October 18, 2021
2. R22-089, A Resolution Declining All Participation in the Colorado Family and Medical Leave Insurance Program by the City of Arvada
3. R22-090, A Resolution of the City of Arvada Declaring Its Intention to Apply to the Colorado Department of Local Affairs ("DOLA") for an Allocation of Private Activity Bond Cap from DOLA's Current Statewide Balance and to Issue or Otherwise Support the Issuance of Private Activity Bonds, in the Aggregate Principal Amount of Not to Exceed \$7,000,000, for the Purpose of Financing a Portion of the Costs of the Acquisition, Construction, and Equipping of an Approximately 260-Unit Affordable Housing Facility to be Known as "Marshall Pointe Apartments" for the Benefit of the Inhabitants of the City of Arvada, Colorado

C. Ordinances (First Reading)

1. CB22-075, An Ordinance Annexing Certain Land into the City of Arvada for Union Estates Property, a 2.11- Acre Parcel of Land Approximately Located at 12016 West 82nd Avenue (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)
2. CB22-076, An Ordinance Rezoning Certain Land Within the City of Arvada, Union Estates Property, from Jefferson County A-2 (Agricultural 2) to City of Arvada RN-7.5 (Residential Neighborhood 7.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 12016 W 82nd Avenue (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)
3. CB22-077, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022 (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)
4. CB22-078, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022 (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)

9. Other

- A. Motion to Cancel October 24, 2022 City Council Meeting

10. Public Hearings - 6:15 PM

- A. CB22-069, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges (Ordinance No. 4817)
- B. CB22-070, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355

of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Ordinance No. 4818)

- C. CB22-071, An Ordinance Amending Sections 74-91 and 74-92 of Chapter 74, Planning and Development, and Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to System Development Charges (Ordinance No. 4819)
- D. CB22-072, An Ordinance Repealing and Reenacting Subsection 62-32(b)(4), of Section 62-32, Assault and Harassment, of Article II, Miscellaneous Offenses, Of Chapter 62, Offenses, of the Arvada City Code (Ordinance No. 4820)
- E. CB22-073, An Ordinance Certifying the City of Arvada Mill Levy for 2022 for the Board of County Commissioners for Jefferson and Adams Counties (Ordinance No. 4821)
- F. CB22-074, An Ordinance Appropriating Funds for Fiscal Year 2023 (Ordinance No. 4822)
 - 1. R22-091, A Resolution Adopting the Budget for Fiscal Year 2023
 - 2. R22-092, A Resolution Adopting the 2023 Capital Improvement Fund Budget and Allocating for Specific Projects in 2023
 - 3. R22-093, A Resolution Adopting the Pay Plan for Fiscal Year 2023

- 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 OCTOBER 3, 2022

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

This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Williams, Mayor Pro Tem Jones, Councilmember Fifer, Councilmember Marriott, Councilmember Moorman, and Councilmember Simpson were all present in chambers.

Members of the public were given notice with instructions on how to participate with public comment.

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor Marc Williams, Mayor Pro Tem David Jones, Councilmember Bob Fifer, Councilmember John Marriott, Councilmember Randy Moorman, Councilmember Lauren Simpson.

Councilmember Fifer moved to excuse Councilmember Smith from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson

Those Absent: Smith

The Motion was Approved

Also Present: Rachel Morris, City Attorney; Lorie Gillis, Deputy City Manager, Linda Haley, Deputy City Manager; Don Wick, Deputy City Manager, Bryan Archer, Director of Finance; Ryan Stachelski, Director of Community and Economic Development; Rachael Kuroiwa, Chief Communications Manager and Kristen Rush, City Clerk.

4. Approval of Minutes – August 15, 2022 and September 19, 2022 City Council Meeting

The minutes stand approved.

5. Recognition and Communication – none

6. Presentations – none

7. Public Comment –

- A. Clarene Shirley, Arvada resident, addressed council regarding legislation affecting police officers.
- B. Joan Howard, Arvada resident, addressed council regarding the waste hauling ordinance.
- C. Nathan Perk, Arvada resident, addressed council regarding opposition to any gun legislation.
- D. Karen Miller, Arvada resident, Thanked Mark Deven for his service.
- E. Donna Viverette, Representing Jeffco Public Health, read a letter thanking Mark Deven for his service to Arvada.

8. New Business

A. Consent Agenda –

- 1. R22-079 A Resolution Authorizing Designated City Officials to Act for and on Behalf of the City of Arvada Relating to Financial Transactions and Further Authorizing the Use of Facsimile Signatures for Certain Financial Transactions
- 2. R22-080 A Resolution Authorizing an Amendment to the City of Arvada City Manager Retirement Plan Adoption Agreement

Councilmember Marriott moved that R22-079, A Resolution Authorizing Designated City Officials to Act for and on Behalf of the City of Arvada Relating to Financial Transactions and Further Authorizing the Use of Facsimile Signatures for Certain Financial Transactions; R22-080, A Resolution Authorizing an Amendment to the City of Arvada City Manager Retirement Plan Adoption Agreement, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson

Those Absent: Smith

The Motion was Approved

B. Resolutions –

- 1. R22-065 A Resolution Authorizing the Naming of the City Park Located on Garrison Street Between Ralston Road and W. 57th Avenue

Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Marriott that R22-065, A Resolution Authorizing the Naming of the City Park Located on Garrison Street Between Ralston Road and W. 57th Avenue, be named Garrison Garden Paseo, which would be Option Number 2.

The following votes were cast on the Motion:

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

Those voting No: Moorman

Those Absent: Smith

The Motion was Approved

- 2. R22-081 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and

Urban Development for Community Development Block Grant
("CDBG") Funding in the Amount of \$445,942.

Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Fifer moved that R22-081, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and the U.S. Department of Housing and Urban Development for Community Development Block Grant ("CDBG") Funding in the Amount of \$445,942, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson

Those Absent: Smith

The Motion was Approved

3. R22-082 A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada and the Colorado Department of Local Affairs for the purpose of the Innovative Affordable Housing Strategies Planning Grant Program

Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Moorman moved that R22-082, A Resolution Authorizing an Intergovernmental Agreement between the City of Arvada and the Colorado Department of Local Affairs for the purpose of the Innovative Affordable Housing Strategies Planning Grant Program, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson

Those Absent: Smith

The Motion was Approved

4. R22-083 A Resolution Approving a Development Incentive Agreement by and Between the City of Arvada and Skibland Estates, LLC Regarding Development of a Dual Restaurant Concept at 14195 West 68th Avenue

Lorie Gillis, Deputy City Manager, reviewed this resolution with council.

Councilmember Simpson moved that R22-083, A Resolution Approving a Development Incentive Agreement by and Between the City of Arvada and Skibland Estates, LLC Regarding Development of a Dual Restaurant Concept at 14195 West 68th Avenue, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson

Those Absent: Smith

The Motion was Approved

C. Ordinances (First Reading) -

1. CB22-069 An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges (Public Hearing to be set for October 17, 2022)
2. CB22-070 An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Public Hearing to be set for October 17, 2022)
3. CB22-071 An Ordinance Amending Sections 74-91 and 74-92 of Chapter 74, Planning and Development, and Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to System Development Charges (Public Hearing to be set for October 17, 2022)
4. CB22-072 An Ordinance Repealing and Reenacting Subsection 62-32(b)(4), of Section 62- 32, Assault and Harassment, of Article II, Miscellaneous Offenses, Of Chapter 62, Offenses, of the Arvada City Code (Public Hearing to be set for October 17, 2022)
5. CB22-073 An Ordinance Certifying the City of Arvada Mill Levy for 2022 for the Board of County Commissioners for Jefferson and Adams Counties (Public Hearing to be set for October 17, 2022)
6. CB22-074 An Ordinance Appropriating Funds for Fiscal Year 2023 (Public Hearing to be set for October 17, 2022)

Mayor Pro Tem Jones moved that CB22-069, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges; CB22-070, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates; CB22-071, An Ordinance Amending Sections 74-91 and 74-92 of Chapter 74, Planning and Development, and Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to System Development Charges; CB22-072, An Ordinance Repealing and Reenacting Subsection 62-32(b)(4), of Section 62- 32, Assault and Harassment, of Article II, Miscellaneous Offenses, Of Chapter 62, Offenses, of the Arvada City Code; CB22-073, An Ordinance Certifying the City of Arvada Mill Levy for 2022 for the Board of County Commissioners for Jefferson and Adams Counties; CB22-074, An Ordinance Appropriating Funds for Fiscal Year 2023, be approved on first reading, ordered published in full and a public hearing set for October 17, 2022 at 6:15 p.m.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson

Those absent: Smith

The Motion was Approved

9. Other – none

10. Public Hearings –

- A. CB22-067, An Ordinance Repealing and Reenacting Chapter 91, Special Districts, of the Arvada City Code (Ordinance No. 4815)

Mayor Williams opened the public hearing on CB22-067.

Ryan Stachelski, Director of Community and Economic Development, reviewed this ordinance with council.

Testimony: Dalton Kelley, representing Butler Snow Law Firm

Mayor Williams closed the public hearing.

Councilmember Marriott moved that CB22-067, An Ordinance Repealing and Reenacting Chapter 91, Special Districts, of the Arvada City Code, be approved on final reading, numbered 4815 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson

Those Absent: Smith

The Motion was Approved

- B. CB22-068 An Ordinance Authorizing the Acquisition of Certain Property Along Alkire Street, Generally from West 78th Avenue to West 80th Avenue for the Construction of Approximately 1,300 Linear Feet of 8 Foot Wide Sidepath and/or Related Improvements as Part of the Alkire Sidepath Tap Grant Project, Project No. 20-ST-26 (Ordinance 4816)

Mayor Williams opened the public hearing on CB22-068

Lorie Gillis, Deputy City Manager, reviewed this ordinance with council.

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

Mayor Pro Tem Jones moved that CB22-068, An Ordinance Authorizing the Acquisition of Certain Property Along Alkire Street, Generally from West 78th Avenue to West 80th Avenue for the Construction of Approximately 1,300 Linear Feet of 8 Foot Wide Sidepath and/or Related Improvements as Part of the Alkire Sidepath Tap Grant Project, Project No. 20-ST-26, be approved on final reading, numbered 4816, and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson

Those Absent: Smith

The Motion was Approved

12. Public Comment - Five Minute Limit – none
13. City Council Reports –

Councilmember Marriott reported on the ribbon cutting and ground breaking events at the Rocky Mountain Airport.

Councilmember Simpson reported on the Arvada Center Gala that will be held on April 15 and encouraged everyone to get their tickets early.

14. City Manager Reports –

- A. Lorie Gillis, Deputy City Manager, reminded everyone of Mark Deven's Retirement Party on Thursday, October 6 from 4 to 6:30 p.m.
- B. Lorie Gillis, Deputy City Manager, discussed the Safety Fair that the Arvada Fire Protection District held on Saturday.

15. City Attorney Reports – none

16. Adjournment at 7:15 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: October 17, 2022

SUBJECT: Recognition of Craig Smith for 50 Years of Service - Presented by Mayor Williams

Report in Brief

Craig Smith began employment with the City of Arvada on October 1, 1972, in the Public Works Streets Division as a maintenance crew member. For 28 years, Craig worked on the asphalt crew paving streets, patching water break repairs, fixing potholes, and otherwise repairing our streets. Craig eventually became an equipment operator, a heavy equipment operator, a lead worker, and in 2000, Craig was promoted to crew supervisor. As a crew supervisor, Craig continued to lead the asphalt crew. As a result of Craig's 28 years of experience, Craig gained a significant amount of experience and knowledge of asphalt and is considered an expert in paving operations. Craig's expertise was put to good use after the 2013 floods when Craig and his team needed to rebuild and repave Blue Mesa Road.

In addition to Craig's expertise in paving, Craig is also an expert in snow plowing operations. One of Craig's fondest memories of snow plowing operations occurred during the 1982 Christmas blizzard which resulted in the plow teams needing to perform several weeks of snow removal. The storm delivered nearly 36 inches of snow with 45 MPH winds, creating major snow drifts and a challenging environment for the snow removal teams.

During Craig's 50 years with the City, Craig has witnessed growth in the City, including growth in the roadway network. When Craig first started with the City, the city had several dirt roads. One of Craig's jobs early on in his career was to drive a road grader and maintain the dirt roads. Craig even recalls a time when there was very little west of Ward Road, and the north end of town near Lake Arbor was just being developed.

Craig has also witnessed the development of technology, including the streets division's use of computers, cell phones, significant improvements in the technology with heavy equipment, and, of course, the technical improvements in the materials used by the Streets division. In addition, snow plow routes have been improved and the Streets division is now getting ready to implement a turn-by-turn routing system based upon plow route optimization.

Craig has also played a significant role in developing and training our Streets team members. Throughout his career, Craig has trained many new team members, he has been a mentor, a supervisor, a leader and, most importantly, a friend. Craig has helped develop modern training for the Streets team members, including managing the Colorado Learning Technical Assistance Program.

Craig was recently interviewed about his 50-year career with the City. In that interview, Craig provided us all with sage advice: "Be open to change. It's going to happen no matter what and the only thing we can guarantee is that it's going to happen, whether it's the technology, the people, or something else, it's going to change as years go by."

On behalf of the entire Arvada City Council, the team members of the City of Arvada, and the Arvada Community, Thank you for your 50 years of service to the City of Arvada.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 9/30/2022

Approved by:

Rachel Morris, City Attorney 10/3/2022

Don Wick, Director of Public Works 10/3/2022

Linda Haley, Deputy City Manager 10/3/2022

Lorie Gillis, Deputy City Manager 10/4/2022

Enclosure, exhibits & attachments required to support the report

presented to

CRAIG SMITH

In recognition of your 50 Years of Service to the City of Arvada

Presented this 17th day of October, 2022

Marc Williams, Mayor

David Jones, Mayor Pro Tem

Bob Fifer, Councilmember

John Marriott, Councilmember

Randy Moorman, Councilmember

Lauren Simpson, Councilmember

Lisa Smith, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: Consent Agenda

Report in Brief

1. R22-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code
2. R22-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code
3. R22-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code
4. R22-087, A Resolution Authorizing a Wireless Communications Site Lease Agreement by and between the City of Arvada and T-Mobile West, LLC

Suggested Motion: Moved by: _____

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

YES _____ NO _____ ABSENT _____

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

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: R22-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code

Report in Brief

The resolution updates the Administrative Fee Schedules for the Building Inspection Division Building Permits and Inspections. The fee schedule is effective January 1, 2023.

The Arvada team recommends that the City Council approve R22-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code.

Financial Impact

Depending on the number and types of permits processed in 2023, these changes should have an impact of approximately 6% increase in fees. Use tax collections would increase approximately 15% assuming permit activity remains the same. It's worth noting use tax collections could be higher in the coming years due to the size of anticipated multi-family projects slated for construction. However, these fees still remain consistent with surrounding metro jurisdictions.

Background

The Building Permit Fee Schedule is being updated in accordance with Ordinance Chapter 18 requirements, following the standard methodology established in 2016, using national valuation estimates and regional modifiers for the Denver area. Because of significant increases in material costs and valuations, the fee calculator is being adjusted to moderate the increase in calculated fees. Flat fees are also being adjusted.

Discussion

Per our standard annual update process, the International Code Council August 2022 Valuation table has been modified by the 2022 RS Means Building Construction Cost multiplier for the Denver area. The Use Tax calculation will remain unchanged from 2021 as will the material cost estimate of 58% of the total valuation.

As a result of this update, the per-square-foot cost shown in Table 18-2 of the Building Permit Fee Schedule will increase between 10% and 19% for all residential and commercial categories and types of construction, which is higher than we've seen in past years; however, this does reflect the labor and material increases seen in many goods and services and throughout many industries. This square foot valuation will have a proportional impact on use tax collected on building permits. To moderate the effect the new valuations have on permit fees, Table 18-1 of the Building Permit Fee Schedule was updated last year and will remain unchanged. These fees remain modest enough to encourage customers to obtain permits and inspections and ensure safe installations for even the smallest projects.

In addition to the changes in Tables 18-2, the flat rate fees noted in Tables 18-3 through 18-6 have been reviewed and an increase of 6% (rounded) is also being proposed for these fees as well. The 6% increase will offset the overall increase in cost to provide Building Division services and is consistent with the Planning and Engineering Departments. Also, some

terminology was cleaned up in Table 18-5 to help avoid confusion for contractors when applying for single-use permits. Fees for licenses will remain the same.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action 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 approve R22-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code.

Suggested Motion:

I move that R22-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Justin Clark, Chief Building Official	9/28/2022
Ryan Stachelski, Director of Community and Economic Development	9/29/2022
Gail Walker, Legal Specialist-Contracts	10/3/2022
Emily Grogg, Senior Assistant City Attorney	10/3/2022
Rachel Morris, City Attorney	10/4/2022
Don Wick, Director of Public Works	10/5/2022
Linda Haley, Deputy City Manager	10/5/2022
Lorie Gillis, Deputy City Manager	10/5/2022

SUBJECT: R22-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code

PAGE: 3

ITEM: 8.A.1.

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-084

A RESOLUTION ADOPTING THE AMENDED ADMINISTRATIVE FEE SCHEDULE
FOR BUILDING SAFETY DIVISION PERMITS AND SERVICES PURSUANT TO
CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE ARVADA CITY
CODE

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

Section 1. Administrative Fee Schedule for Building Safety Division Permits and Services pursuant to Chapter 18, Buildings and Building Regulations of the Arvada City Code, which is in substantially the same form as that attached below, is hereby amended.

Section 2. Any prior version of said Fee Schedules inconsistent with that set forth below is amended to conform herewith.

Section 3. The Fee Schedules set forth herein shall be effective January 1, 2023.

Section 4. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

ADMINISTRATIVE FEE SCHEDULE
FOR
BUILDING SAFETY DIVISION PERMITS AND SERVICES AS
REFERENCED IN CHAPTER 18 OF THE ARVADA CITY CODE
EFFECTIVE JANUARY 1, 2023

	<u>Page</u>
Building Permits (Table 18-1)	1
Building Valuation (Table 18-2).....	2
Miscellaneous Inspections and Other Fees (Table 18-3).....	3
Foundation Only Permits (Table 18-4).....	4
Miscellaneous Permits – Residential (Table 18-5).....	4
Roofing Valuation – Estimated (Table 18-6).....	5
Plan Review (Table 18-7)	6
Temporary Certificate of Occupancy (Table 18-8)	7
Contractor Licensing (Table 18-9).....	7

BUILDING PERMITS
Table 18-1

Total Valuation	Fee
\$1.00 to \$500.00	\$34.00
\$501.00 to \$2,000.00	\$34.00 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$79.75 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$401.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$654.25 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,004.25 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,244.25 for the first \$500,000.00 plus \$4.85 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00

\$1,000,001.00 and up	\$5,669.25 for the first \$1,000,000.00 plus \$3.45 for each additional \$1,000.00 or fraction thereof.
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Combination permit defined. A permit that is issued to the general contractor or the primary contractor and includes the subcontractor's valuation and fees as a part of the permit. Only a combination permit shall be issued where more than one category of work, such as building, electrical, plumbing, or HVAC, is involved. Exception: The building official may allow separate permits to be issued when a general contractor is not required for the scope of work involved, or when the building official finds good cause.

Separate commercial permits. When work is done by a subcontractor and is not part of a combination permit, the valuation used to determine the permit fee will be based on the actual contract value of the work being done. If the work is part of a combination permit and the subcontractor's contract value is unknown, the value will be assumed to be ten (10) percent of the overall combination permit valuation for each contractor.

Residential combination permits for single family detached or attached homes. When a combination permit is issued for a new single-family dwelling unit, the fee assessed for the electrical, heating, and plumbing subcontractors shall be equal to thirty (30) percent of the calculated building permit fee.

BUILDING VALUATION

Table 18-2^{a,b,c,d,e}

Numbers represent estimated dollar cost per square foot (.09 m²) of construction.

91.8 % of August 2022 ICC Building Valuation table, as per RS Means Building Construction Cost Data, 80th annual addition, 2022	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	313.82	303.25	296.11	284.89	268.01	259.72	276.18	248.53	240.61
A-1 Assembly, theaters, without stage	287.18	276.62	269.48	258.25	241.38	233.09	249.55	221.89	213.98
A-2 Assembly, nightclubs	252.53	245.04	238.07	229.99	215.69	209.54	221.73	196.05	189.70
A-2 Assembly, restaurants, bars, banquet halls	251.61	244.12	236.23	229.07	213.85	208.62	220.81	194.22	188.78
A-3 Assembly, churches	291.40	280.83	273.69	262.46	246.01	237.72	253.77	226.52	218.61
A-3 Assembly, general, community halls, libraries, museums	248.59	238.02	229.97	219.65	202.13	194.76	210.96	182.64	175.65
A-4 Assembly, arenas	286.26	275.70	267.65	257.33	239.55	232.11	248.64	220.06	213.06
A-5 Assembly, amusement/stadiums	286.26	275.70	267.65	257.33	239.55	232.11	248.64	220.06	213.06
B Business	243.84	234.91	226.24	216.96	197.37	189.63	208.18	174.16	166.32
E Educational	259.50	250.63	244.04	233.52	217.96	206.96	225.46	190.51	184.57
F-1 Factory and industrial, moderate hazard	148.44	141.56	132.83	128.46	114.49	108.79	122.75	94.92	88.88
F-2 Factory and industrial, low hazard	147.52	140.64	132.83	127.54	114.49	107.87	121.83	94.92	87.97
H-1 High Hazard, explosives	138.48	131.60	123.78	118.49	105.72	99.10	112.79	86.16	--
H234 High Hazard	138.48	131.60	123.78	118.49	105.72	99.10	112.79	86.16	79.20
H-5 HPM	243.84	234.91	226.24	216.69	197.89	189.63	208.18	174.19	166.32
I-1 Institutional, supervised environment	247.04	238.56	231.47	222.12	204.27	198.62	222.41	183.12	177.62
I-2 Institutional, hospitals	406.10	396.16	388.48	378.94	358.57	--	370.44	335.40	--
I-2 Institutional, nursing homes	282.48	273.54	264.87	255.32	237.42	--	246.82	214.24	--

I-3 Institutional, restrained	276.75	267.81	259.14	249.37	231.93	223.93	241.09	208.75	199.04
I-4 Institutional, day care facilities	247.04	238.56	231.47	222.12	204.27	198.62	222.41	183.12	177.62
M Mercantile	188.39	180.90	173.01	165.85	151.31	146.08	157.59	131.91	126.25
R-1 Residential, hotels	249.65	241.17	234.07	224.72	206.57	200.93	225.01	185.42	179.92
R-2 Residential, multiple family	208.97	200.50	193.40	184.05	167.09	161.45	184.34	145.95	140.45
R-3 Residential, one- and two-family	194.61	189.34	184.46	179.91	174.67	168.35	176.86	162.04	152.46
R-4 Residential, care/assisted living facilities	247.04	238.56	231.47	222.12	204.27	198.62	222.41	183.12	177.62
S-1 Storage, moderate hazard	137.56	130.68	121.94	117.57	103.89	98.18	111.87	84.32	78.28
S-2 Storage, low hazard	136.64	129.76	121.94	116.65	103.89	97.27	110.95	84.32	77.36
U Utility, miscellaneous	106.01	100.01	94.22	90.08	81.23	75.17	86.16	64.03	61.02
Basement Finish – Added Cost	--	--	--	--	--	--	--	--	32.98
Canopies (banks, gas stations)	--	--	--	--	--	--	--	--	62.98
Carports	--	--	--	--	--	--	--	--	27.21
Decks	--	--	--	--	--	--	--	--	28.84
Deck (with patio cover)	--	--	--	--	--	--	--	--	36.28
Sunspaces	--	--	--	--	--	--	--	--	63.48
Offices (tenant finish)	49.53	49.53	49.53	49.53	49.53	49.53	49.53	49.53	49.53
R-2, R-3 Detached Garage Monolithic Slab	--	--	--	--	--	--	--	--	41.98

- Private garages attached or with a full foundation – use Utility, miscellaneous
- Commercial open or enclosed parking garages - use S-2 Storage, low hazard
- Unfinished basements (all use groups) = \$23.00 per SF
- Add 0.5 percent to total cost for each story over three
- Deduct 20 percent for shell-only buildings

Buildings or structures not listed above shall be valued at contract price submitted by the contractor or actual value as submitted by the architect.

USE TAX CALCULATION

Use Tax calculations are based on the building valuation, using 58% materials and 42% labor. The source for the materials / labor split is RS Means Building Construction Cost Data 2022, City Cost Indexes for the Denver, Colorado area.

MISCELLANEOUS INSPECTIONS AND OTHER FEES

Table 18-3

Temporary construction power	\$54.00
Residential service change	\$54.00
Detached signs	\$50.00
Attached signs	\$27.00
Electrical fee for signs (not required for disconnect/reconnect of electrical for replacement signs)	\$50.00
Fences exceeding 6' in height based on actual valuation	Use Table 18-1
Commercial cell sites based on actual valuation	Use Table 18-1

Construction Sales Trailer	\$200.00
Permit fees for temporary membrane structures, tents, and canopies	\$72.00 per installation/event
Inspections outside of normal business hours (minimum charge - two (2) hours)	\$72.00 per hour*
Reinspection fees assessed under provisions of Chapter 18 of the Arvada City Code	\$72.00*
Inspections for which no fee is specifically indicated (minimum charge one-half (1/2) hour)	\$72.00 per hour*
Additional plan review required by changes, additions or revisions to plans (minimum charge - one-half (1/2) hour).	\$72.00 per hour*
Issuance of new permit following suspension or abandonment of previously permitted work (minimum charge - one (1) hour)	\$72.00 per hour*
Issuance of new permit for change of contractor on existing job (minimum charge – one (1) hour)	\$72.00 per hour*
Use of outside consultants for plan checking and inspections, or both	Actual costs (including administrative and overhead costs)

* Or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and benefits of the employees involved.

Fees for other miscellaneous permits and commercial work shall be based on actual contract value of the work as per Table 18-1.

FOUNDATION ONLY PERMITS
Table 18-4

One- and two-family buildings	\$257.50
Multifamily buildings	\$385.00
Commercial buildings	\$643.00

MISCELLANEOUS PERMITS– RESIDENTIAL *
Table 18-5

Air Conditioners**	\$50.00
Awnings	\$50.00
Demolition	\$61.50 (minor-interior) \$123.00 (major-building)
Generator	\$50.00

Evaporative Coolers/Heat Pumps	\$50.00
Furnace Replacement**	\$50.00
Gas Logs/Inserts	\$50.00
Hot Tubs & Above-Ground Pools (In-Ground Pools--use Table 7-19a)	\$50.00
House Moving	\$204.50
Backflow Preventer	\$50.00
Replacement Windows (no structural alterations) (if structural alterations use Table 18-1)	\$50.00
Residential Elevator or Dumbwaiter/Chairlift	\$123.00
Retaining Walls Greater than 4' or Supporting a Surcharge	\$50.00
Roofing	Use Table 18-1
Siding	\$50.00
Solar Hot Water	\$50.00
Solar Photovoltaic Panels	\$50.00
Water Heaters**	\$50.00
Wood Burning Stoves	\$50.00

* The permit fees assessed under Table 18-1 cover the cost of all permit fees related to the specific permit type.

Exception: Minor electric wiring is included, but a service change or upgrade is not included in this permit fee.

** If permit application includes installation of more than one appliance listed in Table 18-5, the fee is \$75.00.

Fees for plumbing permits, mechanical permits, electrical permits, and other miscellaneous permits and commercial work shall be based on actual contract amount of the work as determined by Table 18-1.

ROOFING VALUATION *
Table 18-6

3-tab	\$170.00 per 100 sf (9.3 m ²)
Shakes (untreated)	\$397.50 per 100 sf (9.3 m ²)
Light-weight tile roofs	\$397.50 per 100 sf (9.3 m ²)

Dimensional shingles	\$228.00 per 100 sf (9.3 m ²)
Other, special roofs and treated shakes	Use actual contract amount**

*The valuation used for calculating roofing permit fees shall be determined by the actual contract amount, excluding the tear-off, or if the amount is unknown, by applying the above estimated costs per 100 sf (9.3 m²).

** If the contractor/homeowner submits a copy of the contract or proof of actual material cost, with the material cost clearly identified, the contract amount used to calculate the permit fee will be calculated using 58% as the material cost and 42% as the labor cost.

PLAN REVIEW FEES

Table 18-7

The plan review fees specified in this section are separate fees from other permit fees assessed in this administrative fee schedule and are in addition to those other permit fees.

Plan review fee (residential)	65% of building permit fee (Use Table 18-1 and 18-3)
Plan review fee (modifications to existing single-family dwellings)	\$36.00
Electrical, plumbing, mechanical, fire protection or elevator permit (not part of combination permit)	50% of total permit fee (Use Table 18-1 and 18-3)
Commercial buildings	65% of building permit fee (Use Table 18-1 and 18-3)
Additional plan review (incomplete/changed submittal documents)	Use Table 18-3
Deferred submittals items as defined in section 18-40 of the Arvada City Code	Use Table 18-3

Plan review fees for "stock" or "repeat" plans (stock or repeat plans are plans of buildings that have been reviewed and are subsequently built in multiple locations) shall be assessed as follows:

One- and two-family buildings	\$190.00
Multifamily buildings	\$222.00

TEMPORARY CERTIFICATE OF OCCUPANCY FEES

Table 18-8

For all buildings or portions thereof – original TCO	\$200.00*
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For all buildings or portions thereof – extension TCO	\$200.00*
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* \$100.00 will be refunded if a certificate of occupancy is issued prior to the thirty (30) day expiration of the temporary certificate of occupancy or any extensions thereof.

CONTRACTOR LICENSING FEES
Table 18-9

Class I-B Builder's Unlimited License	\$200.00
Class II-B Builder's License	\$150.00
Class III-B Builder's Miscellaneous License	\$75.00
Class IV-B Builder's Subcontractor's License	\$75.00
Class V-B Homeowner's "Limited" Building License	\$75.00
Class VI-P Plumbing License (Registration of CO State Licensed Plumbing Contractors)	No Fee
Class VII-M Mechanical License	\$75.00
Class VIII-D Building Moving License	\$75.00
Class IX-R Builders Roofing License	\$75.00
Limited License	50% of regular license fee
Registration of (CO State Licensed) Electrical Contractors	No Fee

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

ADMINISTRATIVE FEE SCHEDULE
FOR
BUILDING SAFETY DIVISION PERMITS AND SERVICES AS
REFERENCED IN CHAPTER 18 OF THE ARVADA CITY CODE
EFFECTIVE JANUARY 1, ~~2022~~ 2023

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Building Valuation (Table 18-2)	2
Miscellaneous Inspections and Other Fees (Table 18-3)	3
Foundation Only Permits (Table 18-4)	4
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Roofing Valuation – Estimated (Table 18-6)	5
Plan Review (Table 18-7)	6
Temporary Certificate of Occupancy (Table 18-8)	7
Contractor Licensing (Table 18-9)	7

BUILDING PERMITS
Table 18-1

Total Valuation	Fee
\$1.00 to \$500.00	\$34.00
\$501.00 to \$2,000.00	\$34.00 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$79.75 for the first \$2,000.00 plus \$14.00 for for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$401.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$654.25 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,004.25 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00

\$500,001.00 to \$1,000,000.00	\$3,244.25 for the first \$500,000.00 plus \$4.85 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,669.25 for the first \$1,000,000.00 plus \$3.45 for each additional \$1,000.00 or fraction thereof.

Combination permit defined. A permit that is issued to the general contractor or the primary contractor and includes the subcontractor's valuation and fees as a part of the permit. Only a combination permit shall be issued where more than one category of work, such as building, electrical, plumbing, or HVAC, is involved. Exception: The building official may allow separate permits to be issued when a general contractor is not required for the scope of work involved, or when the building official finds good cause.

Separate commercial permits. When work is done by a subcontractor and is not part of a combination permit, the valuation used to determine the permit fee will be based on the actual contract value of the work being done. If the work is part of a combination permit and the subcontractor's contract value is unknown, the value will be assumed to be ten (10) percent of the overall combination permit valuation for each contractor.

Residential combination permits for single family detached or attached homes. When a combination permit is issued for a new single-family dwelling unit, the fee assessed for the electrical, heating, and plumbing subcontractors shall be equal to thirty (30) percent of the calculated building permit fee.

BUILDING VALUATION

Table 18-2^{a,b,c,d,e}

Numbers represent estimated dollar cost per square foot (.09 m²) of construction.

91.890.6% of August 20222021 ICC Building Valuation table, as per RS Means Building Construction Cost Data, 80th annual addition, 20222021	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	313.82 270.48	303.25 261.32	296.11 254.52	284.89 244.21	268.01 229.30	259.72 222.67	276.18 236.35	248.53 213.22	240.61 205.52
A-1 Assembly, theaters, without stage	287.18 247.80	276.62 238.63	269.48 231.84	258.25 221.52	241.38 206.62	233.09 199.98	249.55 213.67	221.89 190.54	213.98 182.83
A-2 Assembly, nightclubs	252.53 211.45	245.04 205.14	238.07 200.09	229.99 191.89	215.69 180.87	209.54 175.89	221.73 185.06	196.05 163.67	189.70 158.08
A-2 Assembly, restaurants, bars, banquet halls	251.61 210.54	244.12 204.23	236.23 198.28	229.07 190.99	213.85 179.06	208.62 174.98	220.81 184.16	194.22 161.86	188.78 157.17
A-3 Assembly, churches	291.40 250.82	280.83 241.65	273.69 234.85	262.46 224.54	246.01 210.04	237.72 204.46	253.77 216.68	226.52 193.96	218.61 186.25
A-3 Assembly, general, community halls, libraries, museums	248.59 209.85	238.02 200.68	229.97 192.98	219.65 183.57	202.13 167.76	194.76 162.03	210.96 175.71	182.64 151.68	175.65 144.88
A-4 Assembly, arenas	286.26 246.89	275.70 237.73	267.65 230.02	257.33 220.62	239.55 204.81	232.11 199.08	248.64 212.76	220.06 188.73	213.06 181.93
A-5 Assembly, amusement/stadiums	286.26 218.28	275.70 210.32	267.65 203.31	257.33 193.32	239.55 176.61	232.11 169.82	248.64 185.71	220.06 155.38	213.06 148.27
B Business	243.84 218.28	234.91 210.32	226.24 203.31	216.96 193.32	197.37 176.61	189.63 169.82	208.18 185.71	174.16 155.38	166.32 148.27
E Educational	259.50 229.36	250.63 221.52	244.04 215.69	233.52 206.40	217.96 192.67	206.96 182.94	225.46 199.29	190.51 168.41	184.57 163.16
F-1 Factory and industrial, moderate hazard	148.44 129.12	141.56 123.04	132.83 116.15	128.46 111.72	114.49 100.20	108.79 95.42	122.75 106.93	94.92 82.56	88.88 77.41
F-2 Factory and industrial, low hazard	147.52 128.21	140.64 122.14	132.83 116.15	127.54 110.81	114.49 100.20	107.87 94.51	121.83 106.02	94.92 82.56	87.97 76.50
H-1 High Hazard, explosives	138.48 120.54	131.60 114.47	123.78 108.48	118.49 103.15	105.72 92.79	99.10 87.10	112.79 98.36	86.16 75.15	--

H234 High Hazard	<u>138.48</u> 120.54	<u>131.60</u> 114.47	<u>123.78</u> 108.48	<u>118.49</u> 103.15	<u>105.72</u> 92.79	<u>99.10</u> 87.10	<u>112.79</u> 98.36	<u>86.16</u> 75.15	<u>79.20</u> 69.09
H-5 HPM	<u>243.84</u> 218.28	<u>234.91</u> 210.32	<u>226.24</u> 203.31	<u>216.69</u> 193.32	<u>197.89</u> 176.61	<u>189.63</u> 169.82	<u>208.18</u> 185.71	<u>174.19</u> 155.38	<u>166.32</u> 148.27
I-1 Institutional, supervised environment	<u>247.04</u> 217.75	<u>238.56</u> 210.29	<u>231.47</u> 204.04	<u>222.12</u> 195.81	<u>204.27</u> 180.09	<u>198.62</u> 175.12	<u>222.41</u> 196.06	<u>183.12</u> 161.46	<u>177.62</u> 156.62
I-2 Institutional, hospitals	<u>406.10</u> 365.66	<u>396.71</u> 357.70	<u>388.48</u> 350.70	<u>378.94</u> 340.70	<u>358.57</u> 323.03	--	<u>370.44</u> 333.09	<u>335.40</u> 301.80	--
I-2 Institutional, nursing homes	<u>282.48</u> 253.94	<u>273.54</u> 245.98	<u>264.87</u> 238.98	<u>255.32</u> 228.98	<u>237.42</u> 212.91	--	<u>246.82</u> 221.37	<u>214.24</u> 191.68	--
I-3 Institutional, restrained	<u>276.75</u> 248.23	<u>267.81</u> 240.26	<u>259.14</u> 233.26	<u>249.37</u> 223.26	<u>231.93</u> 208.00	<u>223.93</u> 200.30	<u>241.09</u> 215.65	<u>208.75</u> 186.77	<u>199.04</u> 177.84
I-4 Institutional, day care facilities	<u>247.04</u> 217.75	<u>238.56</u> 210.29	<u>231.47</u> 204.04	<u>222.12</u> 195.81	<u>204.27</u> 180.09	<u>198.62</u> 175.12	<u>222.41</u> 196.06	<u>183.12</u> 161.46	<u>177.62</u> 156.62
M Mercantile	<u>188.39</u> 157.72	<u>180.90</u> 151.41	<u>173.01</u> 145.46	<u>165.85</u> 138.17	<u>151.31</u> 126.93	<u>146.08</u> 122.86	<u>157.59</u> 131.33	<u>131.91</u> 109.73	<u>126.25</u> 105.05
R-1 Residential, hotels	<u>249.65</u> 219.95	<u>241.17</u> 212.49	<u>234.07</u> 206.23	<u>224.72</u> 198.00	<u>206.57</u> 182.02	<u>200.93</u> 177.05	<u>225.01</u> 198.26	<u>185.42</u> 163.39	<u>179.92</u> 158.55
R-2 Residential, multiple family	<u>208.97</u> 184.23	<u>200.50</u> 176.77	<u>193.40</u> 170.51	<u>184.05</u> 162.28	<u>167.09</u> 147.35	<u>161.45</u> 142.38	<u>184.34</u> 162.54	<u>145.95</u> 128.73	<u>140.45</u> 123.88
R-3 Residential, one- and two-family	<u>194.61</u> 171.54	<u>189.34</u> 166.90	<u>184.46</u> 162.60	<u>179.91</u> 158.59	<u>174.67</u> 153.97	<u>168.35</u> 148.39	<u>176.86</u> 155.90	<u>162.04</u> 142.84	<u>152.46</u> 134.39
R-4 Residential, care/assisted living facilities	<u>247.04</u> 217.75	<u>238.56</u> 210.29	<u>231.47</u> 204.04	<u>222.12</u> 195.81	<u>204.27</u> 180.09	<u>198.62</u> 175.12	<u>222.41</u> 196.06	<u>183.12</u> 161.46	<u>177.62</u> 156.62
S-1 Storage, moderate hazard	<u>137.56</u> 119.64	<u>130.68</u> 113.56	<u>121.94</u> 106.67	<u>117.57</u> 102.24	<u>103.89</u> 90.98	<u>98.18</u> 86.20	<u>111.87</u> 97.45	<u>84.32</u> 73.34	<u>78.28</u> 68.19
S-2 Storage, low hazard	<u>136.64</u> 118.73	<u>129.76</u> 112.66	<u>121.94</u> 106.67	<u>116.65</u> 101.34	<u>103.89</u> 90.98	<u>97.27</u> 85.29	<u>110.95</u> 96.55	<u>84.32</u> 73.34	<u>77.36</u> 67.28
U Utility, miscellaneous	<u>106.01</u> 94.25	<u>100.01</u> 88.92	<u>94.22</u> 73.77	<u>90.08</u> 80.09	<u>81.23</u> 72.22	<u>75.17</u> 66.84	<u>86.16</u> 76.60	<u>64.03</u> 56.93	<u>61.02</u> 54.26
Basement Finish – Added Cost	--	--	--	--	--	--	--	--	<u>32.98</u> 27.49
Canopies (banks, gas stations)	--	--	--	--	--	--	--	--	<u>62.98</u> 52.49
Carports	--	--	--	--	--	--	--	--	<u>27.21</u> 22.68
Decks	--	--	--	--	--	--	--	--	<u>28.84</u> 24.04
Deck (with patio cover)	--	--	--	--	--	--	--	--	<u>36.28</u> 30.24
Sunspaces	--	--	--	--	--	--	--	--	<u>63.48</u> 52.90
Offices (tenant finish)	<u>49.53</u> 41.28	<u>49.53</u> 41.28	<u>49.53</u> 41.28	<u>49.53</u> 41.28	<u>49.53</u> 41.28	<u>49.53</u> 41.28	<u>49.53</u> 41.28	<u>49.53</u> 41.28	<u>49.53</u> 41.28
R-2, R-3 Detached Garage Monolithic Slab	--	--	--	--	--	--	--	--	<u>41.98</u> 34.99

- Private garages attached or with a full foundation – use Utility, miscellaneous
- Commercial open or enclosed parking garages - use S-2 Storage, low hazard
- Unfinished basements (all use groups) = \$23.0019.25 per SF
- Add 0.5 percent to total cost for each story over three
- Deduct 20 percent for shell-only buildings

Buildings or structures not listed above shall be valued at contract price submitted by the contractor or actual value as submitted by the architect.

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Use Tax calculations are based on the building valuation, using 58% materials and 42% labor. The source for the materials / labor split is RS Means Building Construction Cost Data 2022~~2021~~, City Cost Indexes for the Denver, Colorado area.

MISCELLANEOUS INSPECTIONS AND OTHER FEES Table 18-3

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Residential service change	\$54.00 51.00
Detached signs	\$50.00 47.00
Attached signs	\$27.00 25.50
Electrical fee for signs (not required for disconnect/reconnect of electrical for replacement signs)	\$50.00 47.00
Fences exceeding 6' in height based on actual valuation	Use Table 18-1
Commercial cell sites based on actual valuation	Use Table 18-1
<u>Construction Sales Trailer</u>	<u>\$200.00</u>
Permit fees for temporary membrane structures, tents, and canopies	\$72.00 68.00-per installation/event
Inspections outside of normal business hours (minimum charge - two (2) hours)	\$72.00 68.00-per hour*
Reinspection fees assessed under provisions of Chapter 18 of the Arvada City Code	\$72.00 68.00*
Inspections for which no fee is specifically indicated (minimum charge one-half (1/2) hour)	\$72.00 68.00-per hour*
Additional plan review required by changes, additions or revisions to plans (minimum charge - one-half (1/2) hour).	\$72.00 68.00-per hour*
Issuance of new permit following suspension or abandonment of previously permitted work (minimum charge - one (1) hour)	\$72.00 68.00-per hour*
Issuance of new permit for change of contractor on existing job (minimum charge – one (1) hour)	\$72.00 68.00-per hour*
Use of outside consultants for plan checking and inspections, or both	Actual costs (including administrative and overhead costs)

* Or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and benefits of the employees involved.

Fees for other miscellaneous permits and commercial work shall be based on actual contract value of the work as per Table 18-1.

FOUNDATION ONLY PERMITS Table 18-4

One- and two-family buildings	\$257.50 243.00
Multifamily buildings	\$385.00 364.00
Commercial buildings	\$643.00 607.00

MISCELLANEOUS PERMITS– RESIDENTIAL *

Table 18-5

Air Conditioners**	\$50.00 47.00
Awnings	\$50.00 47.00
Demolition	\$61.50 58.00 (minor-interior) \$123.00 116.00 (major-building)
Electric Wind Generator	\$50.00 47.00
Evaporative Coolers/Heat Pumps	\$50.00 47.00
Furnace Replacement**	\$50.00 47.00
Gas Logs/Inserts	\$50.00 47.00
Hot Tubs & Above-Ground Pools (In-Ground Pools--use Table 7-19a)	\$50.00 47.00
House Moving	\$204.50 193
Lawn Sprinklers Backflow Preventer	\$50.00 47.00
Replacement Windows (no structural alterations) (if structural alterations use Table 18-1)	\$50.00 47.00
Residential Elevator or Dumbwaiter/Chairlift	\$123.00 116.00
Retaining Walls Greater than 4' or Supporting a Surcharge	\$50.00 47.00
Roofing	Use Table 18-1
Siding	\$50.00 47.00
Solar Hot Water	\$50.00 47.00
Solar Photovoltaic Panels	\$50.00 47.00
Water Heaters**	\$50.00 47.00
Wood Burning Stoves	\$50.00 47.00

* The permit fees assessed under Table 18-1 cover the cost of all permit fees related to the specific permit type.

Exception: Minor electric wiring is included, but a service change or upgrade is not included in this permit fee.

** If permit application includes installation of more than one appliance listed in Table 18-5, the fee is ~~\$75.00~~70.50.

Fees for plumbing permits, mechanical permits, electrical permits, and other miscellaneous permits and commercial work shall be based on actual contract amount of the work as determined by Table 18-1.

ROOFING VALUATION *

Table 18-6

3-tab	\$ 170.00 160.00 per 100 sf (9.3 m ²)
Shakes (untreated)	\$ 397.50 375.00 per 100 sf (9.3 m ²)
Light-weight tile roofs	\$ 397.50 375.00 per 100 sf (9.3 m ²)
Dimensional shingles	\$ 228.00 215.00 per 100 sf (9.3 m ²)
Other, special roofs and treated shakes	Use actual contract amount**

*The valuation used for calculating roofing permit fees shall be determined by the actual contract amount, excluding the tear-off, or if the amount is unknown, by applying the above estimated costs per 100 sf (9.3 m²).

** If the contractor/homeowner submits a copy of the contract or proof of actual material cost, with the material cost clearly identified, the contract amount used to calculate the permit fee will be calculated using 58% as the material cost and 42% as the labor cost.

PLAN REVIEW FEES

Table 18-7

The plan review fees specified in this section are separate fees from other permit fees assessed in this administrative fee schedule and are in addition to those other permit fees.

Plan review fee (residential)	65% of building permit fee (Use Table 18-1 and 18-3)
Plan review fee (modifications to existing single-family dwellings)	\$36.00 34.00
Electrical, plumbing, mechanical, fire protection or elevator permit (not part of combination permit)	50% of total permit fee (Use Table 18-1 and 18-3)
Commercial buildings	65% of building permit fee (Use Table 18-1 and 18-3)
Additional plan review (incomplete/changed submittal documents)	Use Table 18-3
Deferred submittals items as defined in section 18-40 of the Arvada City Code	Use Table 18-3

Plan review fees for "stock" or "repeat" plans (stock or repeat plans are plans of buildings that have been reviewed and are subsequently built in multiple locations) shall be assessed as follows:

One- and two-family buildings	\$190.00 180.00
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Multifamily buildings	\$ 222.00 210.00
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TEMPORARY CERTIFICATE OF OCCUPANCY FEES
Table 18-8

For all buildings or portions thereof – original TCO	\$200.00*
For all buildings or portions thereof – extension TCO	\$200.00*

* \$100.00 will be refunded if a certificate of occupancy is issued prior to the thirty (30) day expiration of the temporary certificate of occupancy or any extensions thereof.

CONTRACTOR LICENSING FEES
Table 18-9

Class I-B Builder's Unlimited License	\$200.00
Class II-B Builder's License	\$150.00
Class III-B Builder's Miscellaneous License	\$75.00
Class IV-B Builder's Subcontractor's License	\$75.00
Class V-B Homeowner's "Limited" Building License	\$75.00
Class VI-P Plumbing License (Registration of CO State Licensed Plumbing Contractors)	No Fee
Class VII-M Mechanical License	\$75.00
Class VIII-D Building Moving License	\$75.00
Class IX-R Builders Roofing License	\$75.00
Limited License	50% of regular license fee
Registration of (CO State Licensed) Electrical Contractors	No Fee



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: R22-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code

Report in Brief

The resolution updates the Administrative Schedules for Land-Use fees.

The Arvada team recommends that the City Council approve R22-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code.

Financial Impact

Depending on the number and type of permits processed in 2023, these changes should have a proportional impact of an approximate ten percent increase in fees collected assuming development review activity remains at 2022 levels.

Background

This action will set fees in accordance with the revised Section 74-31, Land-Use Fees, of the Arvada City Code.

Discussion

The proposal includes an approximately ten percent increase in most of the fees to address the increased labor cost, as well as moving closer to having the fees cover 100 percent of the cost of providing development and land use review services. For the fees related to floodplain permits, the proposed rate increases are based on staff time required to review the various types of floodplain permit requests, and are consistent with the surrounding municipalities.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

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

Alternative Courses of Action

N/A.

Recommendation for Action

The Arvada team recommends approval of R22-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code.

Suggested Motion:

I move that R22-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Robert Smetana, Manager of City Planning and Development	9/26/2022
Ryan Stachelski, Director of Community and Economic Development	9/26/2022
Gail Walker, Legal Specialist-Contracts	9/28/2022
Emily Grogg, Senior Assistant City Attorney	9/28/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/3/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-085

A RESOLUTION ADOPTING THE AMENDED FEE SCHEDULE FOR LAND-USE
PURSUANT TO CHAPTER 74, PLANNING AND DEVELOPMENT, OF THE ARVADA
CITY CODE

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

Section 1. The City Council hereby adopts the Amended Fee Schedule for land-use pursuant to Chapter 74, Planning and Development, of the Arvada City Code as set forth below and any prior version of said administrative fee schedule inconsistent with that set forth below is amended to conform herewith.

Section 2. The Fee Schedule set forth herein shall be effective January 1, 2023.

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

APPROVED AND ADOPTED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Application Type	Fees (Based on Development Size)			
	Less Than 1 Acre	1 to less than 5 Acres	5 to less than 30 Acres	30 Acres or More
Additional Development Review	\$273 300.00	\$51 060.00	\$583 640.00	\$72 395.00
Alternative Sign Program	\$53 080.00	\$795 870.00	\$1,060 165.00	\$1,060 165.00
Appeal	\$3 35 65.00 regardless of acreage			
Annexation or disconnection	\$1,275 400.00	\$1,670 835.00	\$2,225 445.00	\$2,755 3,030.00
Certificate of Compliance (Design Review Committee Referral)	\$26 590.00	\$370 405.00	\$370 405.00	\$370 405.00
Certificate of Compliance (Administrative Review)	\$80 90.00	\$160 75.00	\$160 75.00	\$160 75.00
Code Compliance Administration	\$100.00 Violation beyond first deadline			
	\$200.00 Violation beyond second deadline			
	\$300.00 Violation beyond third deadline			
	\$300.00 Repeat offender summons			
	\$300.00 Nuisance hearing			
Comprehensive Plan Amendment	\$53 080.00	\$1,060 165.00	\$1,600 760.00	\$2,120 330.00
Conditional Use Permit	\$53 080.00	\$795 870.00	\$1,060 165.00	\$1,060 165.00
Development Plan Inspection Fee (Re-Inspection fees are charged at the same rate)	\$80 90.00 per single family regardless of acreage. \$160 75.00 per multi-family, commercial or industrial regardless of acreage.			
Fence Review Fee	\$26.50 30.00 regardless of acreage			
Filming Permit	\$120.00			

Floodplain Development Permit Fee	\$3050.00 Fence/shed/miscellaneous \$75100.00 Garage, deck, or interior improvements less than 50% of existing building value \$75200.00 Fill or grading only \$100200.00 Building footprint expansion \$200.00 Any improvement greater than or equal to 50% of existing building value \$400500.00 New building construction \$400500.00 Floodplain analysis/CLOMR/LOMR			
Floodplain Variance	\$4 0040.00 regardless of acreage			
Food Truck Vending	\$5 05.00 per year			
Height Exception	\$ 825905.00 regardless of acreage			
Major Modification	\$5 3080.00	\$795875.00	\$1, 060165.00	\$1, 060165.00
Major Subdivision Concept Plan	\$555610.00	\$1, 110220.00	\$1, 640805.00	\$2, 170385.00
Major Subdivision Final Plat or Amendment	\$830910.00	\$1,535685.00 plus \$24065.00 per acre	\$1,670835.00 plus \$20020.00 per acre	\$4,9602,155.00 plus \$190210.00 per acre
Major Subdivision Preliminary Plat	\$820900.00	\$1,535685.00 plus \$26590.00 per acre	\$1,750925.00 plus \$24570.00 per acre	\$2,170385.00 plus \$22550.00 per acre
Master Development Plan	\$820900.00	\$1, 640805.00	\$1,9102,100.00	\$2,170385.00 plus \$1 57.00 per acre
Minor Modification, Individual Standard	\$1 6580.00 regardless of acreage			
Minor Modification - Site Plan, Final Development Plan or Final Plat	\$3 3060.00	\$550605.00	\$820900.00	\$1, 110220.00
Minor Subdivision Plat	\$820900.00	\$1,220340.00 plus \$24065.00 per acre	\$1,300430.00 plus \$20020.00 per acre	\$1,640805.00 plus \$20020.00 per acre
Out of City Utility Request	\$5 3080.00	\$780855.00	\$1, 060165.00	\$1, 325485.00

PUD Development Plan or Amendment	\$545 <u>600</u> .00	\$1, 535 <u>685</u> .00 plus \$2 65 <u>90</u> .00 per acre	\$1, 750 <u>925</u> .00 plus \$2 40 <u>65</u> .00 per acre	\$2, 050 <u>255</u> .00 plus \$2 45 <u>35</u> .00 per acre
PUD Final Development Plan	\$830 <u>910</u> .00	\$1, 535 <u>685</u> .00 plus \$2 65 <u>90</u> .00 per acre	\$1, 750 <u>925</u> .00 plus \$2 20 <u>40</u> .00 per acre	\$2, 000 <u>200</u> .00 plus \$2 00 <u>20</u> .00 per acre
PUD Final Development Plan Amendment	\$530 <u>80</u> .00	\$780 <u>855</u> .00	\$1,060 <u>165</u> .00	\$1,325 <u>455</u> .00
PUD Sketch Plan	\$545 <u>600</u> .00	\$1,400 <u>210</u> .00	\$1,640 <u>805</u> .00	\$2,170 <u>385</u> .00
Public Hearing Sign Deposit	\$100.00 per sign			
Revocable Encroachment License or Permit	\$370 <u>405</u> .00 regardless of acreage			
Short Term Rental	\$140 <u>20</u> .00 regardless or acreage			
Sign Review Fee	\$55 <u>60</u> .00 regardless of acreage			
Site Plan	\$820 <u>900</u> .00	\$1, 535 <u>685</u> .00 plus \$2 40 <u>65</u> .00 per acre	\$1, 750 <u>925</u> .00 plus \$2 25 <u>45</u> .00 per acre	\$2,170 <u>385</u> .00 plus \$2 45 <u>35</u> .00 per acre
Site Plan Amendment	\$530 <u>80</u> .00	\$780 <u>855</u> .00	\$1,060 <u>165</u> .00	\$1,325 <u>455</u> .00
Special Event Permit (Non-Profit Agencies are Exempt)	\$140 <u>20</u> .00 regardless of acreage			
Special District	\$3,700 <u>4,070</u> .00 regardless of acreage			
Telecommunications Facility (Free-Standing)	\$2,730 <u>3,000</u> .00 regardless of acreage			
Telecommunications Facility (Administrative Review)	\$780 <u>858</u> .00 regardless of acreage			

Transient Merchant Permit	Ambulatory: \$15.00/day; \$75.00/month; \$250.00/year Entertainment: \$15.00/day; \$75.00/month Entertainment with Vending: \$15.00/day; \$75.00/month Food: \$75.00/month; \$250.00/year Merchandise (except ambulatory): \$75.00/month; \$250.00/year Personal services: \$15.00/day; \$75.00/month Regardless of acreage			
Vacation	\$1, 400 <u>210</u> .00 regardless of acreage			
Variance	\$3 30 <u>60</u> .00	\$ 545 <u>600</u> .00	\$ 545 <u>600</u> .00	\$ 545 <u>600</u> .00
Vested Right (Early Vested Right)	\$1, 060 <u>165</u> .00	\$1, 325 <u>455</u> .00	\$1, 590 <u>750</u> .00	\$2, 120 <u>330</u> .00
Vested Right (Statutory Vested Right)	\$5 30 <u>80</u> .00 regardless of acreage			
Zoning or Rezoning	\$ 545 <u>600</u> .00	\$1, 350 <u>485</u> .00	\$1, 640 <u>805</u> .00	\$2, 170 <u>385</u> .00
Zoning Verification Letter	\$ 55 <u>60</u> .00 regardless of acreage			

Application Type	Fees (Based on Development Size)			
	Less Than 1 Acre	1 to less than 5 Acres	5 to less than 30 Acres	30 Acres or More
Additional Development Review	\$300.00	\$560.00	\$640.00	\$795.00
Alternative Sign Program	\$580.00	\$870.00	\$1,165.00	\$1,165.00
Appeal	\$365.00 regardless of acreage			
Annexation or disconnection	\$1,400.00	\$1,835.00	\$2,445.00	\$3,030.00
Certificate of Compliance (Design Review Committee Referral)	\$290.00	\$405.00	\$405.00	\$405.00
Certificate of Compliance (Administrative Review)	\$90.00	\$175.00	\$175.00	\$175.00
Code Compliance Administration	\$100.00 Violation beyond first deadline			
	\$200.00 Violation beyond second deadline			
	\$300.00 Violation beyond third deadline			
	\$300.00 Repeat offender summons			
	\$300.00 Nuisance hearing			
Comprehensive Plan Amendment	\$580.00	\$1,165.00	\$1,760.00	\$2,330.00
Conditional Use Permit	\$580.00	\$870.00	\$1,165.00	\$1,165.00
Development Plan Inspection Fee (Re-Inspection fees are charged at the same rate)	\$90.00 per single family regardless of acreage. \$175.00 per multi-family, commercial or industrial regardless of acreage.			
Fence Review Fee	\$30.00 regardless of acreage			
Filming Permit	\$120.00			

Floodplain Development Permit Fee	\$350.00 Fence/shed/miscellaneous \$100.00 Garage, deck, or interior improvements less than 50% of existing building value \$200.00 Fill or grading only \$1200.00 Building footprint expansion \$200.00 Any improvement greater than or equal to 50% of existing building value \$4500.00 New building construction \$4500.00 Floodplain analysis/CLOMR/LOMR			
Floodplain Variance	\$440.00 regardless of acreage			
Food Truck Vending	\$55.00 per year			
Height Exception	\$905.00 regardless of acreage			
Major Modification	\$580.00	\$875.00	\$1,165.00	\$1,165.00
Major Subdivision Concept Plan	\$610.00	\$1,220.00	\$1,805.00	\$2,385.00
Major Subdivision Final Plat or Amendment	\$910.00	\$1,685.00 plus \$265.00 per acre	\$1,835.00 plus \$22000 per acre	\$2,155.00 plus \$210.00 per acre
Major Subdivision Preliminary Plat	\$900.00	\$1,685.00 plus \$290.00 per acre	\$1,925.00 plus \$270.00 per acre	\$2,385.00 plus \$250.00 per acre
Master Development Plan	\$900.00	\$1,805.00	\$2,100.00	\$2,385.00 plus \$17.00 per acre
Minor Modification, Individual Standard	\$180.00 regardless of acreage			
Minor Modification - Site Plan, Final Development Plan or Final Plat	\$360.00	\$605.00	\$900.00	\$1,220.00
Minor Subdivision Plat	\$900.00	\$1,340.00 plus \$265.00 per acre	\$1,430.00 plus \$220.00 per acre	\$1,805.00 plus \$220.00 per acre
Out of City Utility Request	\$580.00	\$855.00	\$1,165.00	\$1,485.00

PUD Development Plan or Amendment	\$600.00	\$1,685.00 plus \$290.00 per acre	\$1,925.00 plus \$265.00 per acre	\$2,255.00 plus \$235.00 per acre
PUD Final Development Plan	\$910.00	\$1,685.00 plus \$290.00 per acre	\$1,925.00 plus \$240.00 per acre	\$2,200.00 plus \$220.00 per acre
PUD Final Development Plan Amendment	\$580.00	\$855.00	\$1,165.00	\$1,455.00
PUD Sketch Plan	\$600.00	\$1,210.00	\$1,805.00	\$2,385.00
Public Hearing Sign Deposit	\$100.00 per sign			
Revocable Encroachment License or Permit	\$405.00 regardless of acreage			
Short Term Rental	\$120.00 regardless or acreage			
Sign Review Fee	\$60.00 regardless of acreage			
Site Plan	\$900.00	\$1,685.00 plus \$265.00 per acre	\$1,925.00 plus \$245.00 per acre	\$2,385.00 plus \$235.00 per acre
Site Plan Amendment	\$580.00	\$855.00	\$1,165.00	\$1,455.00
Special Event Permit (Non-Profit Agencies are Exempt)	\$120.00 regardless of acreage			
Special District	\$4,070.00 regardless of acreage			
Telecommunications Facility (Free-Standing)	\$3,000.00 regardless of acreage			
Telecommunications Facility (Administrative Review)	\$858.00 regardless of acreage			

Transient Merchant Permit	Ambulatory: \$15.00/day; \$75.00/month; \$250.00/year Entertainment: \$15.00/day; \$75.00/month Entertainment with Vending: \$15.00/day; \$75.00/month Food: \$75.00/month; \$250.00/year Merchandise (except ambulatory): \$75.00/month; \$250.00/year Personal services: \$15.00/day; \$75.00/month Regardless of acreage			
Vacation	\$1,210.00 regardless of acreage			
Variance	\$360.00	\$600.00	\$600.00	\$600.00
Vested Right (Early Vested Right)	\$1,165.00	\$1,455.00	\$1,750.00	\$2,330.00
Vested Right (Statutory Vested Right)	\$580.00 regardless of acreage			
Zoning or Rezoning	\$600.00	\$1,485.00	\$1,805.00	\$2,385.00
Zoning Verification Letter	\$60.00 regardless of acreage			



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: R22-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code

Report in Brief

The resolution updates the fee schedule for rights-of-way permits and services, effective January 1, 2023.

The Arvada team recommends that the City Council approve R22-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code.

Financial Impact

There is no cost to the City for this change. This change increases the amount of permit fees collected to more accurately align with the impact that work in public rights-of-way has on public infrastructure and traffic and on the cost of service for permitting and inspecting such work. Depending on the number and types of permits processed in 2023, these changes should have an impact of approximately 6% increase in fees.

Background

The Rights-of-Way Administrative Fees schedule is being updated, as required by Ordinance, including an increase of approximately 6% to cover the additional cost to provide these permitting and inspection services.

Discussion

Similar to methodologies used for calculating Building Division Fees, the proposed changes used national valuation estimates for skilled labor, common labor, and construction cost indices with regional modifiers for the Denver area to reflect the additional cost to provide these services. The changes for permit types range from an increase of approximately 4-12% for 2023, which will offset the overall increase in cost to provide these services. An analysis of the last year of permit data (quantities and fees collected by permit type) revealed that the 2023 fee schedule updates would result in an approximately 6% increase in fees collected.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the Infrastructure and Community and Economic Development Priority Areas of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R22-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code.

Suggested Motion:

I move that R22-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code, be (approved) (rejected).

Prepared by:
Jacqueline Rhoades, City Engineer

Reviewed by:

Approved by:

Jacqueline Rhoades, City Engineer	9/26/2022
Chris Lisberg, Assistant City Engineer	9/26/2022
Don Wick, Director of Public Works	9/27/2022
Bryan Archer, Director of Finance	9/28/2022
Tammy Hedlund, Legal Specialist	9/29/2022
Gail Walker, Legal Specialist-Contracts	9/30/2022
Tammy Hedlund, Legal Specialist	9/30/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/3/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-086

A RESOLUTION ADOPTING THE AMENDED FEE SCHEDULE FOR RIGHTS-OF-WAY
WORK PERMITS AND SERVICES PURSUANT TO CHAPTER 78, PUBLIC
IMPROVEMENTS, OF THE ARVADA CITY CODE

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

Section 1. The City Council hereby adopts the Amended Fee Schedule for rights-of-way work permits and services pursuant to Chapter 78, Public Improvements, of the Arvada City Code as set forth below and any prior version of said administrative fee schedule inconsistent with that set forth below is amended to conform.

Section 2. The Fee Schedule set forth herein shall be effective January 1, 2023.

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

APPROVED AND ADOPTED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

FEE SCHEDULE*
FOR
RIGHTS OF WAY WORK PERMITS AND SERVICES AS
PURSUANT TO CHAPTER 78, PUBLIC IMPROVEMENTS, OF THE ARVADA CITY CODE
EFFECTIVE JANUARY 1, 2023

Municipal General Contractor's License	\$210.00
Sewer Main	\$.62/LF (\$62.00 min)
Water Main	\$.62/LF (\$62.00 min)
Fire line	\$.62/LF (\$62.00 min)
Wet Tap	\$62.00/EA
Water Service	\$62.00/EA
Sewer Service	\$62.00/EA
Irrigation Service	\$62.00/EA
Water Service Disconnect	\$62.00/EA
Sewer Service Disconnect	\$62.00/EA
Storm Sewer - Public	\$.62/LF (\$62.00 min)
Storm Sewer - Private	\$.62/LF (\$62.00 min)
Irrigation Main	\$.62/LF (\$62.00 min)
Combination Curb, Gutter, & Walk	\$.50/LF (\$62.00 min)
Bike Trail	\$.50/LF (\$62.00 min)
Detached Walk	\$.50/LF (\$62.00 min)
Vertical Curb & Gutter	\$.50/LF (\$62.00 min)
Structure (Surface Area - medians, pavers, retaining walls, etc.)	\$1.48/SF (\$62.00 min)
Crossspan/Curb Cut	\$74.00/EA
Paving	\$.18/SY (\$62.00 min)
Asphalt Patch	\$.18/SY (\$62.00 min)
Street Subgrade	\$.18/SY (\$62.00 min)
Street Subbase	\$.18/SY (\$62.00 min)
ADA Ramps	\$74.00/EA
Milling	\$.18/SY (\$62.00 min)
Inlets - Public	\$62.00/EA
Inlets - Private	\$62.00/EA
Vaults - Public	\$62.00/EA
Manhole	\$62.00/EA
Outlet Structures - Private	\$62.00/EA
Minimum Permit Fee	\$62.00/EA
Reinspection Fee	\$72.00/EA
Overtime Fee	\$106.00/hr. - 2 hours minimum
Fire Hydrant	\$62.00/EA
Degradation Fee	\$19.00/LF of trench (plus 20LF of required resurfacing)

Overhead Utility - Private	\$.26/LF (\$62.00 min)
Underground Utility - Private (gas mains, electrical, cable, telecom, etc.)	\$.26/LF (\$62.00 min)
Boring	\$.26/LF (\$62.00 min)
Coring	\$62.00/EA
Test Hole (concrete)	\$62.00/EA
Test Hole (street)	\$62.00/EA
Test Hole (Landscaping)	\$18.00/EA
Bore Pit	\$18.00/EA
Signage	\$13.00/EA (\$62.00 min)
Street Light	\$13.00/EA (\$62.00 min)
Permanent Traffic Control Structures (i.e. Guardrail, sound wall, etc...)	\$.25/LF (\$62.00 min)
Permanent Traffic Control Structures (i.e. bollards, delineators, etc...)	\$13.00/EA (\$62.00 min)
Striping	\$0.13/LF (\$62.00 min)
Pavement Markings	\$13.00/EA (\$62.00 min)
Traffic Signal/Electronic Device Installation/Modification	0.65% of the cost of improvement
Traffic Control Plan Review - Single Service	\$62.00/EA
Traffic Control Plan Review - Local Street**	\$92.00/EA
Traffic Control Plan Review - Collector Street**	\$125.00/EA
Traffic Control Plan Review - Arterial Street**	\$300.00/EA

*Additional fees apply for work without permits pursuant to Section 78-294 of the Arvada City Code. **Roadway classification to be determined by City Traffic Engineer.

FOR INFORMATION ONLY -- NOT PART OF THE ADMINISTRATIVE FEE SCHEDULE

Underlined indicates new material

~~Strikeover~~ indicates deleted material

FEE SCHEDULE*
FOR
RIGHTS OF WAY WORK PERMITS AND SERVICES AS
PURSUANT TO CHAPTER 78, PUBLIC IMPROVEMENTS, OF THE ARVADA CITY CODE
EFFECTIVE JANUARY 1, 2023~~2~~

Municipal General Contractor's License	\$2100.00
Sewer Main	\$ <u>.6258</u> /LF (\$6258.00 min)
Water Main	\$ <u>.6258</u> /LF (\$6258.00 min)
Fire line	\$ <u>.6258</u> /LF (\$6258.00 min)
Wet Tap	\$6258.00 /EA
Water Service	\$6258.00 /EA
Sewer Service	\$6258.00 /EA
Irrigation Service	\$6258.00 /EA
Water Service Disconnect	\$6258.00 /EA
Sewer Service Disconnect	\$6258.00 /EA
Storm Sewer - Public	\$ <u>.6258</u> /LF (\$6258.00 min)
Storm Sewer - Private	\$ <u>.6258</u> /LF (\$6258.00 min)
Irrigation Main	\$ <u>.6258</u> /LF (\$6258.00 min)
Combination Curb, Gutter, & Walk	\$ <u>.5046</u> /LF (\$6258.00 min)
Bike Trail	\$ <u>.5046</u> /LF (\$6258.00 min)
Detached Walk	\$ <u>.5046</u> /LF (\$6258.00 min)
Vertical Curb & Gutter	\$ <u>.5046</u> /LF (\$6258.00 min)
Structure (Surface Area - medians, pavers, retaining walls, etc.)	\$1.480 /SF (\$6258.00 min)
Crossspan/Curb Cut	\$740.00 /EA
Paving	\$ <u>.187</u> /SY (\$6258.00 min)
Asphalt Patch	\$ <u>.187</u> /SY (\$6258.00 min)
Street Subgrade	\$ <u>.187</u> /SY (\$6258.00 min)
Street Subbase	\$ <u>.187</u> /SY (\$6258.00 min)
ADA Ramps	\$740.00 /EA
Milling	\$ <u>.187</u> /SY (\$6258.00 min)
Inlets - Public	\$6258.00 /EA
Inlets - Private	\$6258.00 /EA
Vaults - Public	\$6258.00 /EA

Manhole	\$ 625 8.00/EA
Outlet Structures - Private	\$ 625 8.00/EA
Minimum Permit Fee	\$ 625 8.00/EA
Reinspection Fee	\$ 726 8.00/EA
Overtime Fee	\$10 60 .00/hr. - 2 hours minimum
Fire Hydrant	\$ 625 8.00/EA
Degradation Fee	\$1 98 .00/LF of trench (plus 20LF of required resurfacing)
Overhead Utility - Private	\$.2 46 /LF (\$ 625 8.00 min)
Underground Utility - Private (gas mains, electrical, cable, telecom, etc.)	\$.2 46 /LF (\$ 625 8.00 min)
Boring	\$.2 64 /LF (\$ 625 8.00 min)
Coring	\$ 625 8.00/EA
Test Hole (concrete)	\$ 625 8.00/EA
Test Hole (street)	\$ 625 8.00/EA
Test Hole (Landscaping)	\$1 87 .00/EA
Bore Pit	\$1 87 .00/EA
Signage	\$1 32 .00/EA (\$ 625 8.00 min)
Street Light	\$1 32 .00/EA (\$ 625 8.00 min)
Permanent Traffic Control Structures (i.e. Guardrail, sound wall, etc...)	\$.2 54 /LF (\$ 625 8.00 min)
Permanent Traffic Control Structures (i.e. bollards, delineators, etc...)	\$1 34 .00/EA (\$ 625 8.00 min)
Striping	\$0.1 32 /LF (\$ 625 8.00 min)
Pavement Markings	\$1 32 .00/EA (\$ 625 8.00 min)
Traffic Signal/Electronic Device Installation/Modification	0.65% of the cost of improvement
Traffic Control Plan Review - Single Service	\$ 625 8.00/EA
Traffic Control Plan Review - Local Street**	\$ 928 8.00/EA
Traffic Control Plan Review - Collector Street**	\$12 50 .00/EA
Traffic Control Plan Review - Arterial Street**	\$ 3002 88.00/EA

*Additional fees apply for work without permits pursuant to Section 78-294 of the Arvada City Code. **Roadway classification to be determined by City Traffic Engineer.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: R22-087, A Resolution Authorizing a Wireless Communications Site Lease Agreement by and between the City of Arvada and T-Mobile West, LLC

Report in Brief

Several wireless carriers currently utilize the existing City of Arvada water tank located at 6540 Depew Court for their wireless communication facilities. One such carrier is T-Mobile West LLC, who desires to remain at this location. As a result, a new lease agreement is required for City Council approval. The new lease agreement will extend the ability for T-Mobile to remain on site for another 25 years to be set forth in five consecutive five-year terms. The rent associated with this facility will be increased to \$34,661.64/year for the first five years and then escalate 20% at the beginning of each five-year renewal term.

The Arvada team recommends that the City Council approve R22-087, A Resolution Authorizing a Wireless Communications Lease Agreement by and between the City of Arvada and T-Mobile West, LLC.

Financial Impact

In summary, T-Mobile West, LLC will pay the City the following for this site:

Initial Annual rent	\$34,661.64
Term escalation (every five years)	20%
Total for 25 Year Lease	\$1,289,690

The rental payments shall commence upon execution of the lease. Revenue generated by these leases will continue to go into the General Fund.

Background

The Cook water tank is an active water tank on city-owned land located at 6540 Depew. This site has had multiple carriers over the years and previously had a facility for both Sprint and for T-Mobile. As noted above, T-Mobile desires to remain at this location and currently has an application in process to upgrade this facility. However, with the Sprint/T-Mobile merger, duplicate facilities were found on multiple sites. As such, T-Mobile has deactivated the existing Sprint facility and has applied for a demolition permit to remove the Sprint antennas and associated equipment from this site. The new lease agreement pertains to the existing T-Mobile facility. In conjunction with the new lease, the proposed facility upgrade will add a masonry enclosure around the equipment cabinets which will provide enhanced screening for the surrounding residential properties.

Discussion

The terms of the proposed lease agreement is similar to other lease agreements for similar sites throughout the City. As such, the rent associated with this facility will be increased to \$34,661.64/year for the first five-year term, then escalate 20% at the beginning of each five-year renewal term.

In summary, T-Mobile West, LLC will pay the City the following for this site at 6540 Depew Court

Initial Annual Rate	\$34,661.64
---------------------	-------------

Term escalation (every 20%
five years)

Total for 25 Year Lease \$1,289,690

The rental payments shall commence upon execution of the lease. Revenue generated by these leases will continue to go into the General Fund. At this time, all existing equipment will remain as is until approval of the permits for an upgrade which is currently in process. This and all other future changes to the facility will be processed in conformance with the regulations in the Land Development Code.

Public Contact

Posting on the City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

The Strategic Plan supports community safety as a City Council Priority Area. Providing good wireless communication networks will help to ensure quality communication services thereby increasing community safety.

In addition, the Strategic Plan identifies building and maintaining infrastructure networks as an important element in Arvada's future economic growth. While not specifically identified in the strategic plan, the wireless communications networks provide an added layer of infrastructure improvements that will provide increased opportunities for business and residents throughout the City.

As described herein, the proposed actions align with the Safe Community and Infrastructure Priority Areas of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R22-087, A Resolution Authorizing a Wireless Communications Site Lease Agreement by and between the City of Arvada and T-Mobile West, LLC., be approved.

Suggested Motion:

I move that R22-087, A Resolution Authorizing a Wireless Communications Site Lease Agreement by and between the City of Arvada and T-Mobile West, LLC., be (approved) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Linda Hoover, Senior Planner	9/28/2022
Josie Suk, Development Systems and Administrative Manager	9/28/2022
Ryan Stachelski, Director of Community and Economic Development	9/29/2022
Emily Grogg, Senior Assistant City Attorney	9/30/2022
Gail Walker, Legal Specialist-Contracts	10/3/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/4/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-087

A RESOLUTION AUTHORIZING A WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND T-MOBILE WEST, LLC.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Communications Site Lease Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and T-Mobile West, LLC.

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

APPROVED AND ADOPTED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By:

Site Number: DN03520A

Site Name: Depew WT

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the Effective Date), is entered into by the City of Arvada, Colorado ("Landlord"), a Colorado home rule municipality and T-Mobile West LLC a Delaware Limited Liability Company ("Tenant") with its principal offices located at 12929 East 38th Street, Bellevue, Washington 98006.

BACKGROUND

Landlord is the owner of land and facilities located at 6540 Depew Court in the City of Arvada, Jefferson County, State of Colorado (the "Property"), as further described on Exhibit A. A city-owned and functioning water tank ("City Facility") is located on the Property. Tenant is a wireless communications provider, and permitted, licensed or otherwise authorized by the applicable federal or state governmental authority to operate in some areas of the City of Arvada. Pursuant to a prior lease dated June 20, 2005 (Prior Lease) between Landlord and Tenant's predecessor, the Leased Premises within the Property has been used as a communications site. Landlord desires to permit use by Tenant and the Tenant desires to continue to use a portion of the Property and/ or City Facility as described below in order to enable Tenant to erect, operate and maintain certain communication equipment of Tenant in connection with its wireless communications business.

1. **RIGHT TO LEASE.** Landlord grants to Tenant the right to lease a portion of the Property consisting of (i) a space on the existing water tower of approximately 180 square feet; (ii) ground space area of approximately 300 square feet; and (iii) space on the City Facility together with such easements as are necessary for access and the installation of antennas, cables and other ancillary facilities as further described on Exhibit B (collectively, the "Leased Premises").

2. **PERMITTED USE.**

(a) The Leased Premises may be used for the transmission and reception of communications signals and the installation, construction, maintenance and operation of the communication facility and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and any other items necessary to the successful and secure use of the Leased Premises, all as specifically depicted on Exhibit B (collectively, the "Communication Facilities"). Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet in the locations depicted on Exhibit B. The installation of equipment and method of mounting equipment must be approved by the Landlord prior to installation. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facilities on the Property. Tenant acknowledges that in no event or circumstance shall the Communication Facilities penetrate, or the installations thereof result in the penetration of the outside or façade of the City Facility. Tenant shall be responsible for the cost of any repairs for any damage caused to the City Facility

or any other part of the Property during installation, use, maintenance and removal of Tenant's Communication Facilities.

(b) Prior to any alteration or modification to the Communication Facilities, Tenant shall obtain approval from the City which may include the Tenant submitting copies of the site plan, floor plans, sections, elevations, structural plans, and specifications to Landlord for prior approval. Landlord shall give such written approval, not to be unreasonably withheld, conditioned or delayed or provide Tenant with its requirements for changes upon completion of the development application review process.

(c) Smoking; Solicitations; Dangerous Activities. The Property is a smoke-free environment. Tenant shall not permit any smoking, canvassing, soliciting or peddling on the Leased Premises. Tenant shall not permit dangerous activities on the Property.

3. TERM.

(a) The initial term of this Agreement shall be Five Years (5) years commencing upon the Effective Date. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date. Upon the Effective Date the Prior Lease will be terminated and superseded by this Agreement.

(b) This Agreement will automatically renew for Four (4) additional Five (5) year terms (the "Extension Term"), upon the same terms and conditions unless the Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term or any subsequent Extension Term.

(c) The Initial Term and any Extension Terms are collectively referred to as the "Term".

4. RENT.

(a) Tenant shall pay to Landlord an annual rental in the amount of Thirty-Four Thousand Six Hundred Sixty-One Dollars and 64 Cents (\$34,661.64), (Rent), at the address set forth below. The first rental payment shall be prorated to the end of the current calendar year payable within fifteen (15) days of the execution of this Agreement. Any payments made under the Prior Lease in excess of what was owed shall be applied to this Agreement as a credit. Annual payments are due on or before the first (1st) day of January in each subsequent year. Rent shall be payable to City of Arvada, 8101 Ralston Road, Arvada Co 80002; Attention: Accounts Receivable.

(b) The Rent shall increase twenty (20%) on the first anniversary after each five-year term.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Leased Premises is contingent upon the suitability of the Property for Tenant's permitted use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file any required

applications to obtain Government Approvals for Tenant's permitted use under this Agreement and further agrees to cooperate with Tenant, at no cost to Landlord, in making such applications for and with obtaining and maintaining the Government Approvals required for the provision of communication services.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice, and Tenant shall be responsible for any costs or fees incurred in connection therewith. In the event Tenant determines, in its reasonable discretion, due to the title report results or survey results, that the condition of the Leased Premises will not permit the use granted under this Agreement, Tenant will have the right to terminate this Agreement upon thirty (30) days written notice to Landlord.

6. TERMINATION. This Agreement may be terminated as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon six (6) months prior written notice to Landlord, if Tenant is unable to obtain, or maintain, any required Government Approval(s) necessary for the construction or operation of the Communication Facilities as now and hereafter intended by Tenant or if Tenant determines in its reasonable discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to twelve (12) month's Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5(b) Approvals, 6(a) Termination, 6(b) Termination, 11(c) Hazardous Substances, 18 Condemnation, 19 Casualty or 24(j) Severability of this Agreement.

(d) by Landlord if Tenant does not maintain the security in effect as required by Section 23.

(e) by Landlord if any government body, other than Landlord, passes an ordinance, law or regulation that would interfere or render impossible performance of this Agreement. If permissible, Landlord shall provide Tenant with ninety (90) days' notice to surrender the Leased Premises and all interests to the Landlord. Tenant shall have no claim against the Landlord for any loss or damage.

(f) by Landlord upon twelve (12) months' written notice if the Arvada City Council decides in its sole discretion and for any reason, to redevelop the Property (except for redevelopment of the property for use by another commercial wireless communications provider), or decides to discontinue use of the Property for commercial purposes.

(g) by Landlord upon thirty (30) days' written notice if it determines in its sole discretion and for any reason, that there exists structural damage or destruction of all or part of the Property from any source, provided that Tenant shall first be offered the opportunity to repair the damage. All structural repairs performed by Tenant shall become the property of the Landlord immediately upon completion of such repairs.

(h) This Agreement shall terminate automatically if events occur and notice is provided as described in Sections 18 and 19 of this Agreement.

(i) Force Majeure. Neither party shall be liable for its inability to perform its obligations under this Agreement if caused by conditions beyond its reasonable control including but not limited to acts of terrorism, environmental conditions, pandemics, epidemics, social unrest, labor strikes, protests, perils and hazards, and acts of God. In the event either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its control, that party shall have a reasonable time, under the circumstances, to perform the affected obligation under this Agreement or to procure a substitute for such obligation which is satisfactory to the other party. If either party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Agreement, that party shall provide documentation as reasonably required by the other party to substantiate the claim. If the party has not yet cured the deficiency, it shall also provide the other party with its proposed plan for remediation, including the timing for such cure.

7. INSURANCE.

(a) During the term of the Agreement, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(i) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) for each accident.

(ii) Commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000.00) as the limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(iii) Commercial Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One and One-half Million Dollars (\$1,500,000.00) as the combined single limit for each occurrence for bodily injury and property damage.

(iv) At the start of and during the period of any construction, builder's all-risk insurance, together with an installation floater or equivalent property coverage covering

cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Communication Facilities. Upon completion of the installation of the Communication Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Communication Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(b) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

(c) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

(d) All policies, except for worker's compensation policies, shall include Landlord and its officers, boards, commissions, employees, agents and contractors as additional insureds (herein referred to as the "Additional Insureds"). Each policy shall include Additional Insureds hereunder, with respect to the operations of the named insured.

(e) Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Agreement. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

(f) Cancellation of Policies of Insurance. All insurance policies maintained pursuant to this Agreement shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to the Risk Manager of the City of Arvada by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties included in this paragraph of the Agreement."

(g) Insurance Companies. All insurance shall be affected under valid and enforceable policies, insured by insurers authorized to do business by the State of Colorado or surplus line carriers on the State of Colorado Insurance Commissioner's approved list of companies qualified to do business in the State of Colorado. All insurance carriers and surplus line carriers shall be rated A or better by A.M. Best Company.

(h) Deductibles. Any deductible or other similar obligation under the policies identified under this section 7 shall be commercially reasonable for the telecommunications industry and shall be the sole responsibility of Tenant. Tenant agrees to indemnify and hold harmless Landlord, the Indemnitees, and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

(i) Contractors. Tenant shall require that every one of its contractors and their subcontractors who perform work on the Leased Premises carry, in full force and effect, workers' compensation, commercial general liability and commercial automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

(j) Review of Limits. Once during each Renewal Term during the term of this Agreement, Landlord may review the insurance coverages to be carried by Tenant. If Landlord reasonably determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

8. INTERFERENCE.

(a) Upon the written request of the Tenant, where there are existing radio frequency user(s) on the Property, the Landlord (to the best of its abilities) will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Leased Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant further agrees that it will cooperate with Landlord and with any other radio frequency user(s) Landlord permits to be on the Property, by sharing the requisite information to determine what potential interference issues may exist and to take all reasonable steps necessary to avoid such interference.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with the Communication Facilities, the operations of Tenant or the rights of Tenant under this Agreement.

(c) The Tenant's Communication Facilities shall be of the type and frequency which will not cause measurable interference, as defined by the Federal Communications Commission ("FCC"), to any currently leased and operating communications equipment of Landlord, other existing entities on the Property, or adjacent landowners. In the event Tenant's Communication Facilities causes such interference, Tenant shall take all reasonable steps necessary to correct and eliminate the interference.

(d) Prior to commencing any modifications of operations of its Communication Facilities, Tenant shall provide written assurance, in a format reasonable and customarily accepted by the federal government, ensuring that Tenant's Communication Facilities comply with all federal requirements for RF emissions, and that Communications Facilities will not cause measurable interference with the equipment located on the Property and/or adjacent property.

(e) Tenant understands that no use of the Leased Premises and/or Property will be permitted which exceeds federal RF emissions standards within and at the boundaries of the Leased Premises and/or Property. If the cumulative RF emissions levels ever exceed federal

standards, all users of the Leased Premises and/or Property that are not public sector entities, including Tenant, will be required to modify operations on a reasonably comparable level, in order to bring the overall RF emissions into compliance. Within thirty (30) days of commencing any modifications to its operations at the Leased Premises, Tenant shall, at its expense, provide Landlord with a report from a qualified radio frequency engineer, certifying that the site is operating within the federal standards for maximum permitted exposure to RF emissions. Upon written request of Landlord, but no more frequently than once per year, additional tests shall be undertaken to verify compliance and reports regarding such compliance shall be provided to the Landlord.

(f) Notwithstanding any other provision to the contrary, Tenant's activities shall not interfere with the peaceful enjoyment of the Leased Premises by Landlord's operations at the Property or endanger the health or safety of Landlord's employees and/or tenants, lessees or licensees.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair, or removal of the Communication Facilities or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

11. HAZARDOUS SUBSTANCES.

(a) Tenant represents and warrants that its use of the Leased Premises will not generate any Hazardous Substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises any Hazardous Substance. Tenant further represents and warrants that its installation and maintenance of its Communication Facilities will not involve the bringing of any asbestos containing material onto the Property. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such Hazardous Substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Landlord, its employees or agents. Landlord shall be responsible for any release of a Hazardous Substance caused by Landlord, including any damage, loss, or expense or liability resulting from

such release. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

(b) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority.

(c) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's reasonable determination, renders the condition of the Leased Premises unsuitable for Tenant's use, or if the leasing or continued leasing of the Leased Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

(d) Notwithstanding anything to the contrary herein, Tenant shall have the right to store and use standard quantities of batteries, diesel fuel for backup generators, and any other substances required for the operation of Tenant's Communication Facilities so long as it does so in full compliance with all applicable laws.

12. ACCESS.

(a) At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and contractors, will have reasonable access, including emergency access, twenty-four (24) hour per day, seven (7) days per week pedestrian and vehicular access to and over the Property, to the Leased Premises, for the installation, maintenance and operation of the Communication Facilities and any utilities serving the Leased Premises. Notwithstanding the foregoing, except in the case of emergency, Tenant shall provide a minimum of twenty-four (24) hours' notice prior to accessing the Leased Premises, to allow Landlord to prepare and secure the site. Notice shall be to either (i) Chris Kampmann at 303-981-3970, (ii) Steve Hamel at 303-598-9193, or (iii) to such other Landlord representative as the Landlord may direct in writing. All work to the maximum extent possible, however shall be performed by Tenant on a non-holiday weekday from 7:00 am to 9:00 pm. Tenant shall immediately call Landlord at the City of Arvada afterhours Utility Emergency Call line, 720-898-7820, to report any emergency. If access during an emergency necessitates, in the sole discretion of the Landlord, a need for Landlord personnel to access the site to effectuate emergency repairs, Tenant shall be responsible for all costs incurred by the Landlord to facilitate such access. Additionally, Tenant shall provide Landlord entry logs with information describing all vendor, contractor, and/or Tenant technician activity on the leased premises of the City Facility within five (5) business days of the completion of the work. Entry logs shall include at a minimum, the date and time the technician arrived, the name of technician performing the work, a description of work performed, and the time the technician left the Leased Premises. Landlord grants to Tenant a license for such access and

Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. In the event any public utility is unable to use the access provided to Tenant then the Landlord agrees to work with Tenant to identify and grant additional access in a location acceptable to both parties either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

(b) Tenant understands and has full knowledge that the City Facility is not designed, used or maintained for recreational or public use, may not be clean and may have unknown or foreign objects on it; and may be unsafe. Tenant and its agents recognize that use of the City Facility water tank is inherently dangerous. The dangers include but are not limited to variations in surface, wind or weather elements, hidden objects, or debris, the lack of any guard rails and handrails or an uneven surfaces. Tenant understands and agrees that Landlord has not taken any action to remove, improve, post a sign or warn Tenant in any fashion of a particular danger. Tenant has, as part of its activities pursuant to this Agreement, requested and has been granted Landlord's permission for access to the water tank, and Tenant assumes full responsibility for all risks involved.

(c) Security and Invitees: Landlord does not represent that the Property or Leased Premises are safe from theft, injury or damage to Tenant or Tenant's property. Notwithstanding any provision to the contrary, Landlord is not liable for any lack of security with respect to the Property or Leased Premises or for any damages caused by any error or other action regarding the admission to or exclusion from the Property of any person. Tenant is solely responsible for the security of the Leased Premises and its personal property on the Leased Premises. Tenant shall make good faith efforts to monitor and control the conduct of its staff and agents while on the Leased Premises.

13. REMOVAL/RESTORATION. All portions of the Communication Facilities brought onto the Leased Premises by Tenant will be and will remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facilities constructed, erected or placed on the Leased Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Leased Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term, subject to prior City approval through the permitting process. Within ninety (90) days of the termination of this Agreement, Tenant will remove all of Tenant's improvements and Tenant will restore the Leased Premises to its condition at the commencement of the Agreement in accordance with City approved regulations, loss by casualty or other causes beyond Tenant's control excepted. Any property not removed within ninety (90) days shall be deemed abandoned and Landlord shall have a right to remove the same and restore the property. All costs incurred by Landlord in connection with such removal and restoration shall be paid by Tenant within thirty (30) days of invoicing.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Leased Premises in good condition. Tenant shall maintain the outward appearance of any equipment shelter or other ground equipment and will remove any graffiti that may be drawn on the shelter or equipment by unknown third parties within

seven (7) days after it has knowledge of such graffiti. At Tenant's sole expense, any ground facilities shall be fenced, secured and screened to the Landlord's satisfaction, as depicted on Exhibit B. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Notwithstanding any other provision to the contrary and at Landlord's sole discretion, Landlord may at any time examine, inspect and protect the Property and make alterations, renovations, restorations, repairs and or improvements to the Property (collectively Work).

(c) Tenant's installation shall not interfere with Landlord's maintenance and repairs to Landlord's City Facility components near or adjacent to Tenant's installation.

(d) Tenant shall be responsible for obtaining its own electric source to power Tenant's Communication Facilities. All costs associated with the Tenant's electrical requirement shall be at the Tenant's expense. Tenant shall be required to secure its own utility metered electric service and will be responsible for permitting the new electric service as well as any line extension costs, metering equipment, and other applicable fees and charges. In the sole discretion of Landlord, Tenant may enter into an agreement with the Landlord, as part of the rental fees, for an unmetered energy rate based on the wattage of the Tenant's equipment.

(e) Except in cases of emergency, upon one hundred and twenty (120) days prior written request, Tenant shall, at the sole cost to Tenant, relocate its equipment on a temporary basis to another location on the Property, for the purpose of Landlord performing maintenance, repair or similar work on the Property, provided Tenant's use of the Property is not interrupted or diminished during the relocation and Tenant is allowed, if necessary, in Tenant's reasonable determination, to place a temporary installation on the Property during any such relocation or maintenance (e.g. cell-on-wheels). Once the maintenance is finished, the Tenant, at its sole expense, shall then replace the antennas, cables and equipment at the same or comparable location. Tenant shall be responsible for obtaining applicable permits for such work from Landlord prior to disturbance/relocation. For routine inspection or minor work by the Landlord on the City Facility that does not require Tenant to relocate its equipment, Tenant shall modify operations necessary for Landlord's employees and contractors to perform work without exposure to RF emissions. Landlord shall provide a minimum of 24 hours' notice when this work is necessary.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure; or (iii) if Tenant is adjudicated as bankrupt, makes any assignment for the benefit of creditors, or if Tenant becomes insolvent. No such failure, however, except for payment of rent, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence, and complies with all other provisions of Section 6(i). Delay in curing a default, except

for payment of rent, will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide access to Leased Premises or respond to any interference problem within twenty-four (24) hours after written notice of such default; or (ii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence, and complies with all other provisions of Section 6(i). Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord by Tenant.

16. ASSIGNMENT.

(a) Tenant may not assign, sublet or otherwise transfer any portion of its interest in this Agreement or to the Communication Facilities, by operation of law or otherwise, without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. A violation of this section is null and void and unenforceable against Landlord. Notwithstanding the immediately preceding sentences, Tenant may assign its interest and obligations under this Agreement and to the Communication Facilities without Landlord's consent but upon at least thirty (30) days prior written notice to Landlord to (a) one or more entities which shall control, be controlled by, or be under common control with, Tenant, or (b) or to any entity which acquires all or substantially all of Tenant's stock or assets in the market defined by the Federal Communications Commission in which the Property is located, in connection with any merger, consolidation or reorganization of Tenant.

(b) Effective immediately upon transfer by Landlord of Landlord's interest in the Property, Landlord shall be released from all obligations and liabilities arising out of this Agreement.

(c) The parties hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement, Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), for the purposes of proceeding under the Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365. Any person or entity to which this Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of the Tenant arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be

paid to the Landlord, shall be the exclusive property of the Landlord, and shall not constitute property of the Tenant or of the estate of the Tenant within the meaning of the Code. Any monies or other considerations constituting the Landlord's property under the preceding sentence not paid or delivered to the Landlord shall be held in trust for the benefit of the Landlord and be promptly paid to the Landlord.

17. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: T-Mobile USA, Inc.
12929 East 38th Street
Bellevue, Washington 98006
ATTN: Lease Compliance/DN03520A

If to Landlord: City of Arvada
Attention: City Manager and City Attorney
8101 Ralston Road
P.O. Box 8101
Arvada, CO 80001-8101

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

18. **CONDEMNATION AND EMINENT DOMAIN.**

(a) In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within fifteen (15) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Leased Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. Tenant shall have the right at its sole option and at its sole cost and expense, to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its Equipment, personal property and leasehold improvements.

(b) If the entire Property or a portion sufficient to render the Leased Premises unfit for occupancy or make it impossible for Tenant to conduct its business by the power of eminent domain, this Agreement shall terminate as of the date of taking. Tenant shall immediately surrender the Leased Premises and all interests to the Landlord. Tenant shall have no claim against Landlord for any loss or damage.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within seven (7) days of the casualty if the casualty is not caused by Tenant, its

employees, agents or contractors, and if such casualty renders the Leased Premises unsuitable for Tenant's operations. If any part of the Communication Facilities or Property is damaged by fire or other casualty so as to render the Leased Premises unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction so long as such damage is not caused by Tenant, its employees, agents or independent contractors. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Tenant shall have no other claims against Landlord for any loss by fire, the elements or other cause, except as specifically provided herein. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communication Facilities, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facilities are completed.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives all lien rights it may have, statutory or otherwise, concerning the Communication Facilities or any portion thereof. The Communication Facilities shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facilities from time to time in Tenant's sole discretion, subject to all applicable permitting required by Landlord, which shall not be unreasonably withheld, conditioned or delayed.

21. MECHANICS' AND MATERIALMANS' LIENS. Tenant shall not permit any mechanics' or material's liens to be filed against the Leased Premises or the Property by reason of work, labor, services or materials performed or furnished to or for the benefit of Tenant, its transferees, successors, or assigns. If any such lien is filed, Tenant may contest the same in good faith, but notwithstanding contest, Tenant shall, within thirty (30) days after notice of the filing thereof, cause such lien to be released of record by payment, bond, entry of an order of court of competent jurisdiction, or otherwise.

22. TAXES.

(a) Landlord is exempt from paying taxes. Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property. Tenant shall reimburse the Landlord for Tenant's proportionate share of the real estate taxes if any, upon timely receipt of a copy of the tax bill and request for reimbursement from the Landlord. For purposes herein, Tenant's proportionate share shall be determined based upon the square footage of the Leased Premises relative to Landlord's entire parcel of real estate (using, in the case of building space, the net usable square footage of the building, and in the case of leased land, the unimproved portion of Landlord's real estate (including parking areas)). At the request of either party, the other shall provide evidence of payment of taxes.

(b) Tenant shall have the right to, at its sole option and at its sole cost and expense, to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements.

23. PAYMENT AND PERFORMANCE BOND. Tenant shall provide to Landlord a payment and performance bond for the protection of Landlord in the amount of twenty-five thousand dollars \$25,000.00, for the cost of removing Tenant's Communication Facilities at the expiration or termination of this Agreement and for any non-payment of sums due and/or damage to the Property, incurred as a result of any Tenant violation of this Agreement. The bond shall be in effect at the applicable amount during the entire term of the Lease. The Tenant's failure to keep a bond in the applicable amount in effect shall be cause for Landlord to terminate this Agreement.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties. Landlord's expressed or implied assent to Tenant's breach of this Agreement is not a waiver of any other breach.

(b) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(c) **Third Party Rights.** This Agreement does not create a standard of care for Landlord and does not enlarge Landlord's duties under any applicable law, regulation or ordinance. This Agreement is for the sole benefit of and binds the parties, their successors and assigns. This Agreement affords no claim, benefit, or right of action to any third party. Any party besides Landlord or Tenant receiving services or benefits under this Agreement is only an incidental beneficiary.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law/Venue.** This Agreement will be governed solely by the laws of the State of Colorado. Venue for any proceeding brought pursuant to this Agreement shall be in Jefferson County, Colorado.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including, without limitation"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Property. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one year's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(j) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD

City of Arvada, a Colorado home rule municipal corporation

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

State of Colorado)
) ss.
County of Jefferson)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, as the Mayor of the City of Arvada, a Colorado home rule municipal corporation.

Witness my hand and official seal.

CITY CLERK, Notary Public

My commission expires: _____

TENANT: T-Mobile West LLC
A Delaware limited liability company

DocuSigned by:
Scott DuBuke
By: IF63845351CA46B

State of Colorado)
) ss:
County of Denver)

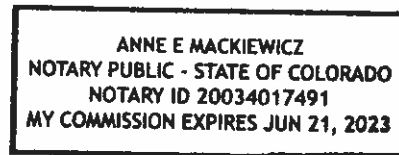


TMO Signatory Level : L06

The foregoing instrument was acknowledged before me by Scott DuBuke,
(Name of party signing)
a manager on behalf of T-Mobile West LLC this 13th day of September, 2022.

Witness my hand and official Seal.

Anne E. Z.
Notary Public



My Commission expires June 21, 2023.

EXHIBIT A

DESCRIPTION OF PROPERTY

Property Address: 6540 Depew Ct, Arvada, CO 80003

Property ID#: 39-014-19-037

The Property is described as follows:

**TRACT C,
LAMAR HEIGHTS FILING NUMBER 4,
COUNTY OF JEFFERSON,
STATE OF COLORADO.**



EXHIBIT B

**Description of Leased Premises, with drawings and
description/location of Tenant Communication Facilities and related utility easements
Construction Drawings to Follow**

T-Mobile®

SITE ID: DN03520A

APPROVAL SIGNATURE BLOCK			
THE FOLLOWING PARTIES HAVE REVIEWED THESE DOCUMENTS ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL ZONING COMMISSION FOR PARTIAL REVIEW AND MAY IMPROVE CLARIFICATIONS OR MODIFICATIONS			
PROJECT MANAGER (PRINT)	☐ APPROVED ☐ REJECTED	DATE	
PROJECT MANAGER			
SITE MANAGER (PRINT)	☐ APPROVED ☐ REJECTED	DATE	
SITE MANAGER			
SITE ACQUISITION (PRINT)	☐ APPROVED ☐ REJECTED	DATE	
SITE ACQUISITION			
COMMUNITY DEVELOPMENT (PRINT)	☐ APPROVED ☐ REJECTED	DATE	
COMMUNITY DEVELOPMENT			
CITY MANAGER (PRINT)	☐ APPROVED ☐ REJECTED	DATE	
CITY MANAGER			

SHEET	DESCRIPTION
110	COVER SHEET
111	DEVELOPMENTAL SITE PLAN
112	GROUND ELEVATIONS
120	CORREL SITE PLAN
121	PROPOSED SAILTY PLAN
130	EX. A. NEW EQUIPMENT & ANTENNA LAYOUTS
140	EX. A. NEW AIR PHOTO INTERELEVATIONS
141	EX. A. NEW WIRE & CABLE ELEVATIONS
142	EX. A. NEW GROUND SURFACE ELEVATIONS
150	EQUIPMENT DETAILS
151	EQUIPMENT DETAILS
152	EQUIPMENT DETAILS
153	EQUIPMENT DETAILS
154	EQUIPMENT DETAILS
155	CONNECTIONARY PLAYS
156	WIRE CONFIGURATION DIAGRAM
160	ORLINE AND SHORT CIRCUIT CALCULATIONS
170	PANEL SCHEDULES AND DATA SHEETS
180	ELECTRICAL DETAILS
240	GENERAL NOTES





WIRELESS COMMUNICATIONS
 HARDWARE | SOFTWARE | NETWORKS | SERVICES

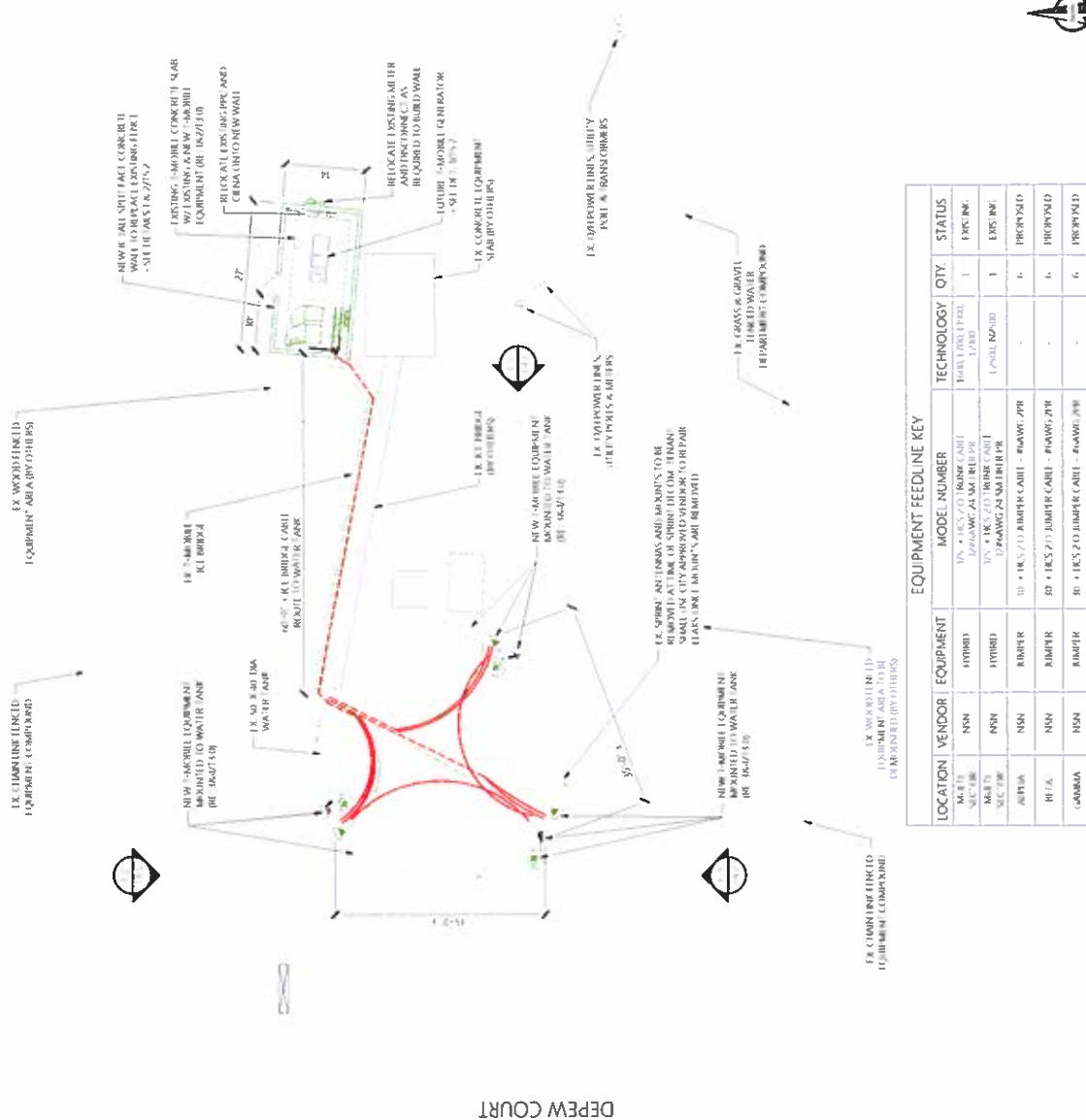
DEPEW WATER TANK
 SITE ADDRESS:
 6546 DEPEW COURT
 ARVADA, CO 80003
 SITE COUNTRY:
 JEFFERSON COUNTY

SITE INFORMATION		PROJECT DESCRIPTION		PROJECT TEAM		DRIVING DIRECTIONS	
SITE INFORMATION PROPERTY OWNER CITY OF ARIZONA 1500 EAST CENTRAL AVENUE PHOENIX, AZ 85004 PROJECT DESCRIPTION RECONSTRUCTION OF 1500 EAST CENTRAL AVENUE FROM 15TH AVENUE TO 16TH AVENUE PROJECT TEAM ENGINEER: J. J. JENSEN & ASSOCIATES 1500 EAST CENTRAL AVENUE PHOENIX, AZ 85004		PROJECT DESCRIPTION RECONSTRUCTION OF 1500 EAST CENTRAL AVENUE FROM 15TH AVENUE TO 16TH AVENUE PROJECT TEAM ENGINEER: J. J. JENSEN & ASSOCIATES 1500 EAST CENTRAL AVENUE PHOENIX, AZ 85004		PROJECT TEAM ENGINEER: J. J. JENSEN & ASSOCIATES 1500 EAST CENTRAL AVENUE PHOENIX, AZ 85004		DRIVING DIRECTIONS FROM GILBERT AVENUE TO 15TH AVENUE 1. TURN LEFT ON GILBERT AVENUE 2. TURN LEFT ON 15TH AVENUE 3. TURN LEFT ON 16TH AVENUE 4. TURN LEFT ON 17TH AVENUE 5. TURN LEFT ON 18TH AVENUE 6. TURN LEFT ON 19TH AVENUE 7. TURN LEFT ON 20TH AVENUE 8. TURN LEFT ON 21ST AVENUE 9. TURN LEFT ON 22ND AVENUE 10. TURN LEFT ON 23RD AVENUE 11. TURN LEFT ON 24TH AVENUE 12. TURN LEFT ON 25TH AVENUE 13. TURN LEFT ON 26TH AVENUE 14. 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ABOVE & BEYOND - MUCH MORE THAN
THE NAME SUGGESTS



EQUIPMENT FEEDLINE KEY					
VENDOR	EQUIPMENT	MODEL NUMBER	TECHNOLOGY	QTY.	STATUS
NSM	HYDRD	105-185-2-10 JUMPER CABLE - #30AWG 25 SA 11011R PH	105-185-2-10 JUMPER CABLE - #30AWG 25 SA 11011R PH	1	EXPS INV.
NSM	HYDRD	105-185-2-10 JUMPER CABLE - #30AWG 25 SA 11011R PH	105-185-2-10 JUMPER CABLE - #30AWG 25 SA 11011R PH	1	EXPS INV.
NSM	RUMPER	105-185-2-10 JUMPER CABLE - #30AWG 25 SA 11011R PH	105-185-2-10 JUMPER CABLE - #30AWG 25 SA 11011R PH	6	PROPOSED
NSM	RUMPER	105-185-2-10 JUMPER CABLE - #30AWG 25 SA 11011R PH	105-185-2-10 JUMPER CABLE - #30AWG 25 SA 11011R PH	6	PROPOSED
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OVERALL SITE PLAN

LET NUMBER:

CREATED BY:	CHK BY:	APV BY:
DATE:	DATE:	DATE:

2 OVERALL SITE PLAN

DEPEW WATER TANK
SITE ADDRESS
5546 DEPEW COURT
ARVADA, CO 80003
SITE COUNTY
JEFFERSON COUNTY

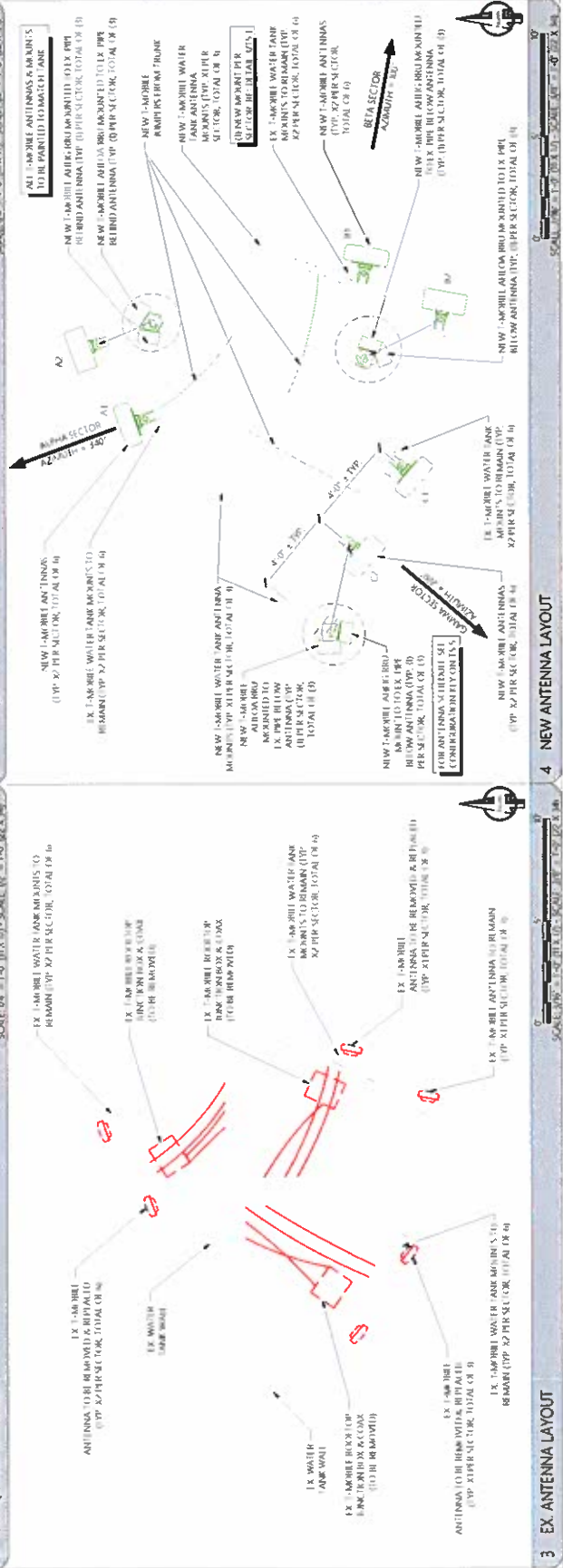
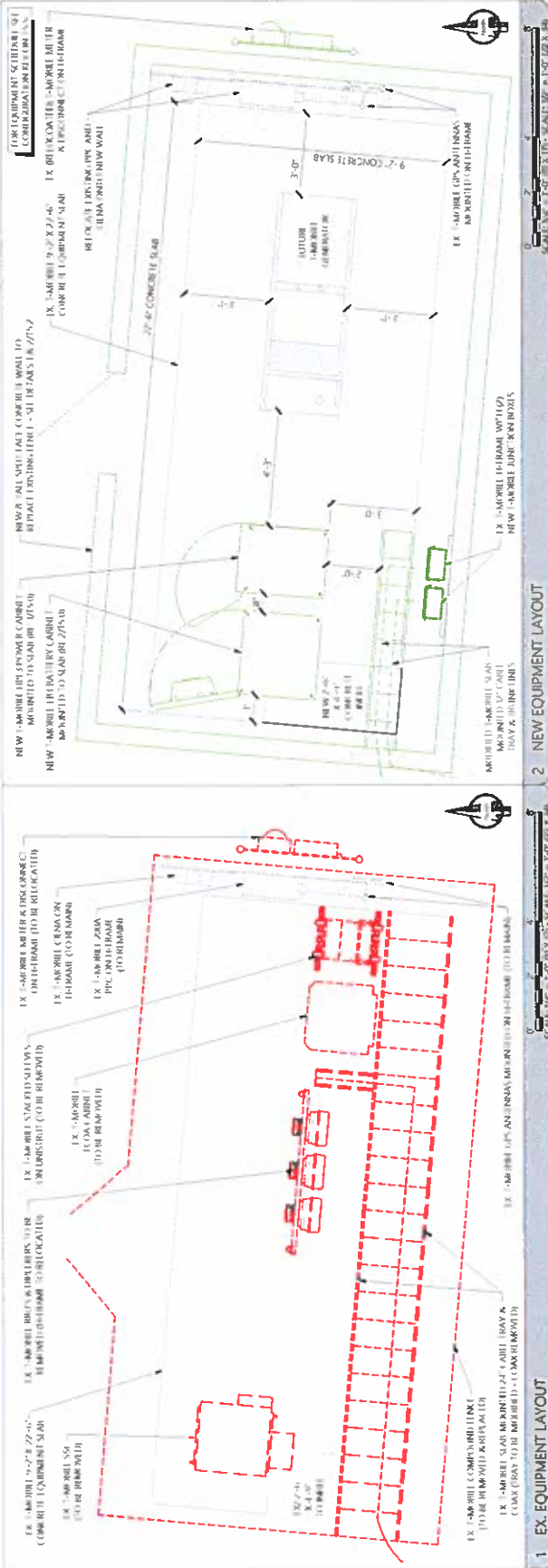
DN03520A

By	Date	Reason
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PS	03/17/01	RECEIVED
PS	02/24/01	RECEIVED
PS	01/17/01	RECEIVED
MAC	05/01/01	CLERK
MAC	05/14/01	CLERK
MAC	06/04/01	CLERK
PS	01/27/02	FINAL STAMPED



doi:10.1001/jama.295.17.2171





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TeleMtn
Engineering

DEWEY WATER TANK
SIT: ARVADA
6546 DEWEY COURT
ARVADA, CO 80003
SIT: COUNTY
JEFFERSON COUNTY

SIT: DN03520A

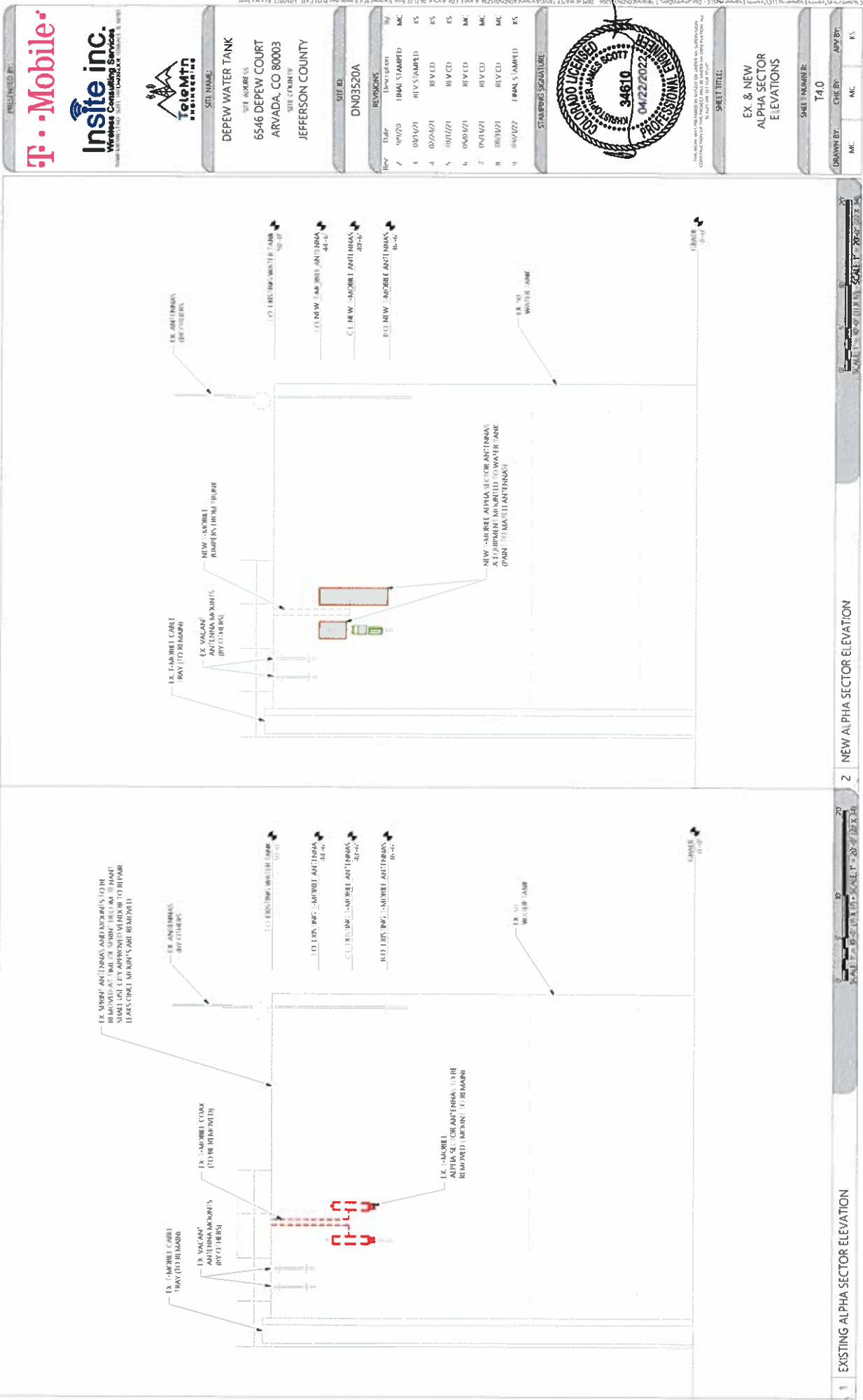
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3	9/1/20	MAC	REVISED
4	9/1/20	MAC	REVISED
5	9/1/20	MAC	REVISED
6	9/1/20	MAC	REVISED
7	9/1/20	MAC	REVISED
8	9/1/20	MAC	REVISED
9	9/1/20	MAC	REVISED

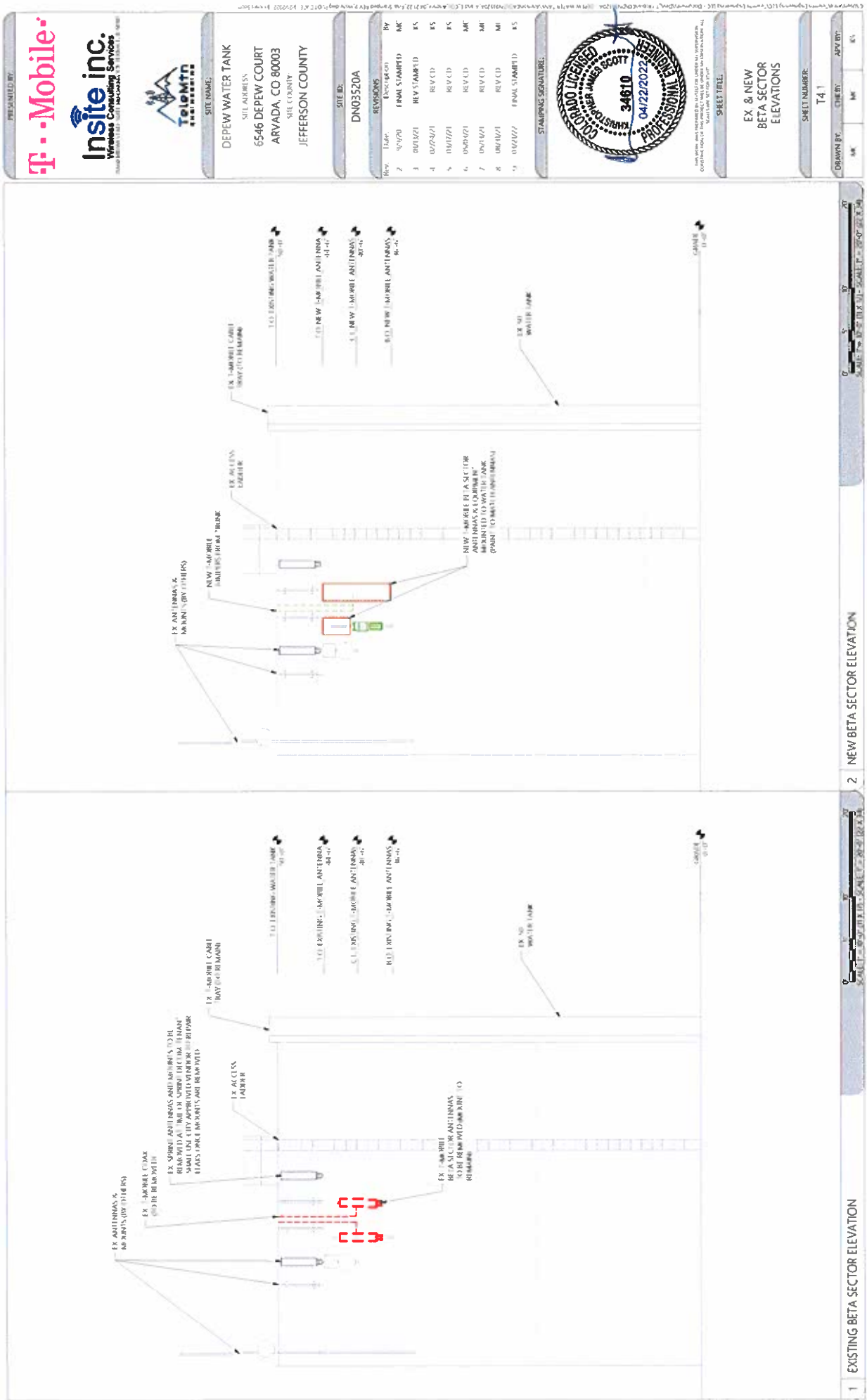
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34610
04/22/2022
PROFESSIONAL

NEW & EX. EQUIPMENT & ANTENNA LAYOUTS

SHEET NUMBER: T3-0
CHG BY: ADV
DATE: 04/22/2022





PREPARED BY

T-Mobile

Insite inc.
Wireless Consulting Services

SITE NAME:

DEPEW WATER TANK

SITE ADDRESS:

6546 DEPEW COURT
ARVADA, CO 80003

SITE CITY/ST/ZIP:

JEFFERSON COUNTY

SITE ID:

DN03520A

Rev.	Date	Description	By
2	9/1/20	FINAL STAMPEL	MAC
3	10/3/21	REV STAMPEL	KS
4	03/24/21	REV CD	KS
5	03/27/21	REV CD	KS
6	09/29/21	REV CD	MAC
7	05/11/21	REV CD	MAC
8	08/11/21	REV CD	MAC
9	01/27/22	FINAL STAMPEL	KS

STAMPING SIGNATURE:

COLORADO LICENSED PROFESSIONAL
JAMES SCOTT
34610
04/22/2022

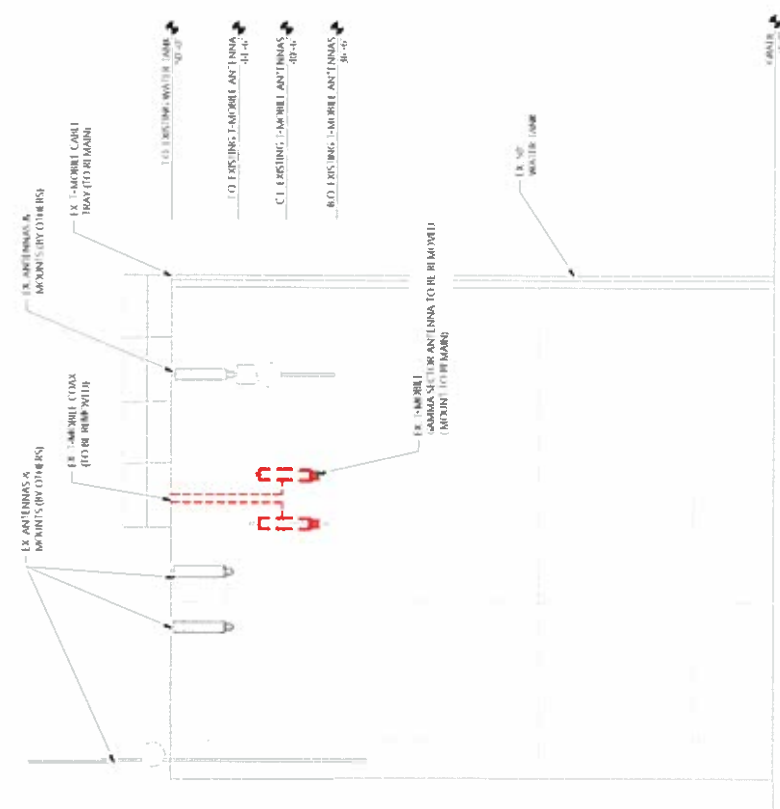
SHEET TITLE:

EX & NEW
BETA SECTOR
ELEVATIONS

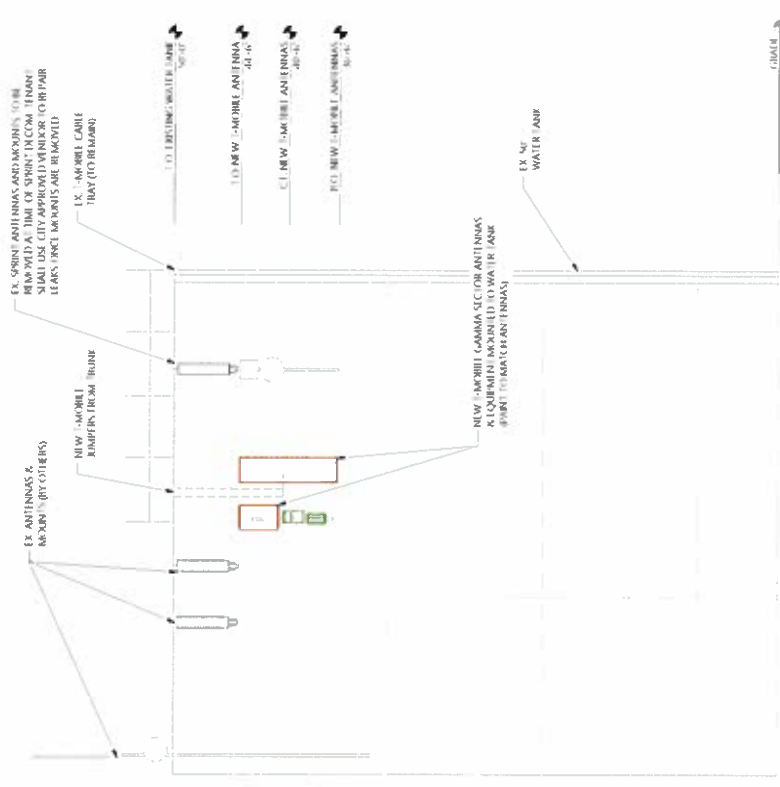
SHEET NUMBER:

T4 1

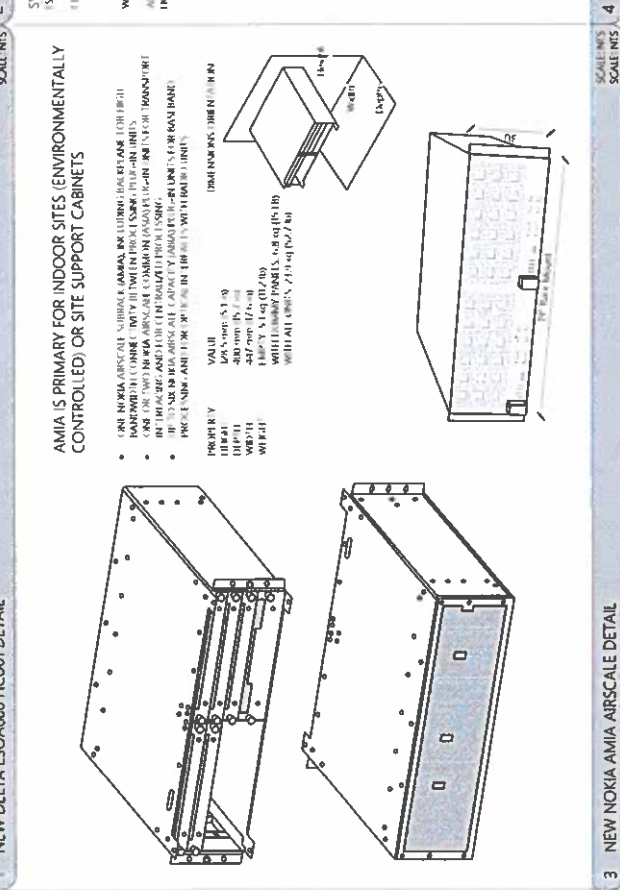
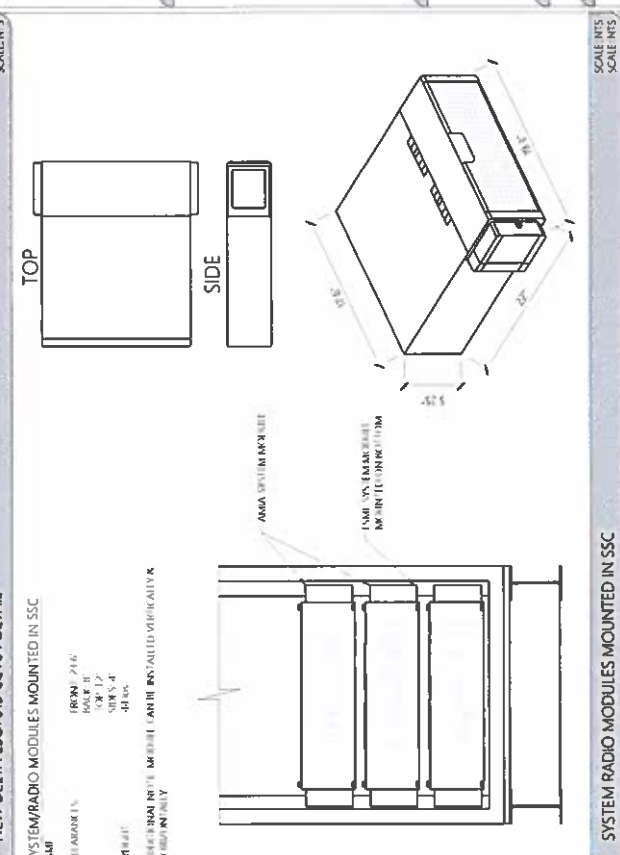
DRAWN BY: [initials] CHECKED BY: [initials] ADV BY: [initials]

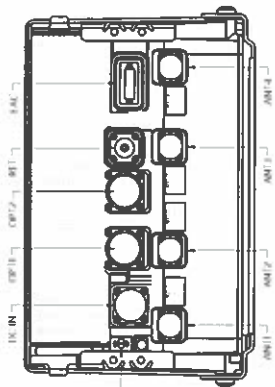
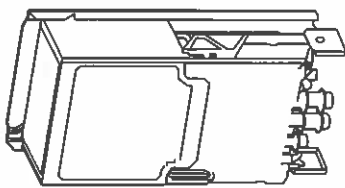


1 EXISTING GAMMA SECTOR ELEVATION



2 NEW GAMMA SECTOR ELEVATION



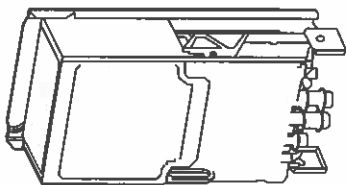


DIMENSION	VALUE
HEIGHT	22 INCHES (560 MM) (BRACKET 70 INCHES)
WIDTH	12 INCHES (305 MM) (BRACKET 12 INCHES)
DEPTH	7.4 INCHES (188 MM) (BRACKET 8 INCHES)
WEIGHT	65.4 LBS

CHARACTERISTIC	AHLOA CAPABILITY
ANALOG SUPPLY VOLTAGE	-48 VDC
DIGITAL SUPPLY VOLTAGE	-48 V TO -57 VDC
EXTERNAL INPUT VOLTAGE	-48 V TO -57 VDC
EXTERNAL INPUT VOLTAGE	-48 V TO -57 VDC
POWER SUPPLY	1.8 V

1 NEW NOKIA AHLOA RRU DETAIL

SCALE: NTS
SCALE: NTS



DIMENSION	VALUE
HEIGHT	27 INCHES
WIDTH	12 INCHES
DEPTH	5.7 INCHES
WEIGHT	20.5 LBS

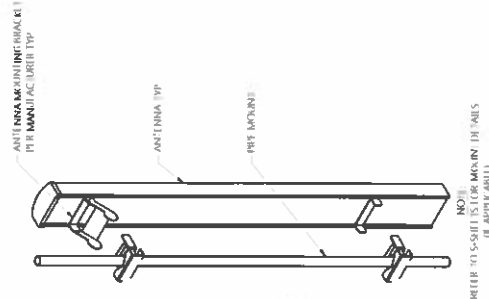
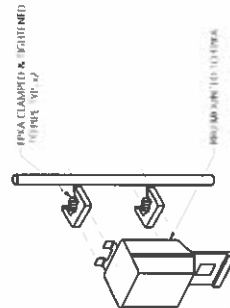
PRODUCT	AHFG (AIRSCALE 4T4R DUAL-BAND RADIO)
TYPE	4T4R DUAL-BAND RADIO
MAX OUTPUT POWER	450W PER SITE (MAX 4 CARRIERS PER BAND)
STRUCTURAL BAND	100% - 100% (CAPABLE)
RFW (S&S)	100% (S&S)
FORM FACTOR (H/W/D)	600 MM (23.6 IN) X 310 MM (12.2 IN) X 145 MM (5.7 IN)
WEIGHT (LBS)	20.5 LBS (9.3 KG)

2 NEW NOKIA AHFG RRU DETAIL

SCALE: NTS
SCALE: NTS



NOKIA FPKA BRACKET



ANTENNA TO PIPE MOUNTED
(IF APPLICABLE)
REFER TO SHEET T51 FOR MOUNTING DETAILS

3 NOT USED

SCALE: NTS
SCALE: NTS

4 RRU AND ANTENNA MOUNTING DETAIL

PRINTED BY:

T-Mobile

Insite inc.
Wireless Consulting Services
1000 AVENUE 100 SUITE 1000 DENVER, CO 80202



SITE NAME:
DEWEY WATER TANK
SITE ADDRESS:
6546 DEWEY COURT
ARVADA, CO 80003
SITE COUNTY:
JEFFERSON COUNTY

SITE ID:

DND3520A

REVISIONS

Rev	Date	Description	By
1	09/10/20	FINAL (STAMPED)	MC
2	09/10/21	REVISED	ES
3	09/10/21	REVISED	ES
4	09/10/21	REVISED	ES
5	09/10/21	REVISED	MC
6	09/10/21	REVISED	MC
7	09/10/21	REVISED	MC
8	09/10/21	REVISED	MC
9	09/10/21	FINAL (STAMPED)	ES

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SHEET TITLE

EQUIPMENT DETAILS

SHEET NUMBER

T51

DRAWN BY:	MC	CHECK BY:	MC	APP BY:	ES
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AEHC AirScale MAA 64T64R 192AE B41 320W

Preliminary technical data

Specification Details	
Standard	3GPP NR and LTE compliant, TDD, FCC compliant
Band/Frequency range	2496-2690 Mhz 3 GPP B41
Max supported modulation	256 QAM
Number of TX/RX paths	64T/64R
MIMO streams	16
Instantaneous bandwidth BW	194 Mhz
Occupied bandwidth OBW	190 Mhz
Total average EIRP	79 dBm
Max output power per TRX	5 W / TRX (320 W total)
Dimensions	970 mm (H) x 540 mm (W) x 205 mm (D)
Volume	94l
Weight	47 kg (without mounting brackets)
Supply voltage / Connector type	DC -36 V - 60 V / 2 pole connector
Power consumption	1280 W typical (75% DL duty cycle, 30% RF load) 1690 W max (75% DL duty cycle, 100% RF load)
Optical ports	4 x SFP28, 10/25Gb eCPRI (Octis)
Other interfaces / Connector type	RF monitor port / SMA, Control ATSG, External Alarms / MDR26, status LED
Operational temperature range	-40 °C - +55 °C
Cooling	Natural convection cooling
Installation options	Pole / Wall, ± 15° vertical
Ingress / Surge protection	IP65, Class II 20 kA
Supported RAT	5G, TD-LTE

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AirScale High Power Wide Band MAA benefits

- 5G Adaptive Antenna System for optimized capacity and coverage
- Beamforming capable 64T64R with total 320W output power
- Full band operation for B41



AEHC 475124A

NOKIA

PREPARED BY:
T-Mobile

Insite inc.
Wireless Consulting Services
10000 WILLOW CREEK RD, SUITE 100, DALLAS, TX 75243-1000
TEL: 214-343-1000 FAX: 214-343-1001

SITE NAME:
DEPEW WATER TANK

SITE ADDRESS:
6546 DEPEW COURT
ARVADA, CO 80003
SIT COUNTRY:
EFFERSON COUNTY

SITE ID:
DN03520A

REVISIONS:

Rev	Date	Description	By
1	06/10/21	FINAL S/AMPLD	MAC
2	06/10/21	REV CD	PS
3	06/10/21	REV CD	PS
4	06/10/21	REV CD	MAC
5	06/10/21	REV CD	MAC
6	06/10/21	REV CD	MAC
7	06/10/21	REV CD	MAC
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9	06/10/21	FINAL S/AMPLD	PS

STAMPING SIGNATURE:

SHEET TITLE:
EQUIPMENT DETAILS

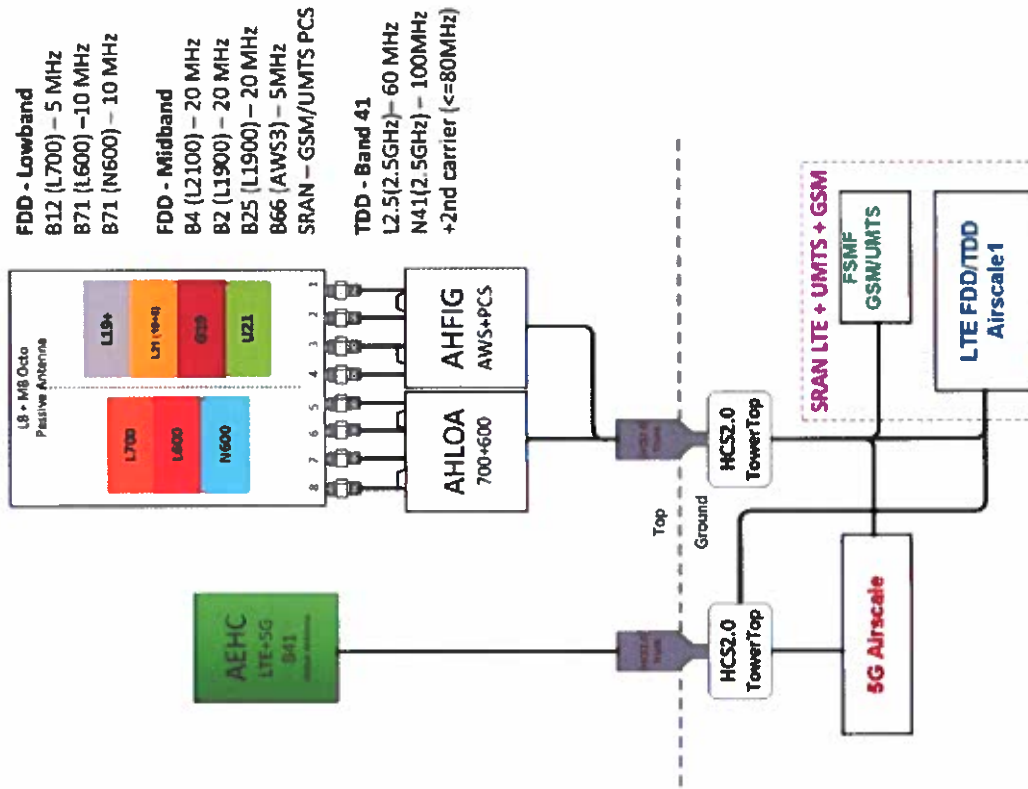
SHEET NUMBER:
15.4

DRAWN BY: **MAC**
CHK BY: **APV**
REV: **PS**

1 ANTENNA SPECIFICATION SHEETS

Configuration 56791EZ_SR

* For 5G and LTE Airscale BB dimensioning refer to Fiber Port matrices.
(Alpha, Beta & Gamma)



FDD - Lowband
B12 (L700) – 5 MHz
B71 (L600) – 10 MHz
B71 (N600) – 10 MHz

FDD - Midband
B4 (L2100) – 20 MHz
B2 (L1900) – 20 MHz
B25 (L1900) – 20 MHz
B66 (AWS3) – 5MHz
SRAN – GSM/UMTS PCS

TDD - Band 41
L2.5(2.5GHz) – 60 MHz
N41(2.5GHz) – 100MHz
+2nd carrier (<=80MHz)

T-Mobile

Insite inc.
Wireless Consulting Services

TeleMtn
and its affiliates

SITE NAME:
DEPEW WATER TANK
SITE ADDRESS:
6546 DEPEW COURT
ARVADA, CO 80003
SITE COUNTY:
JEFFERSON COUNTY

SITE ID:
DN03520A

Rev	Date	Description	By
1	09/19/21	FINAL STAMPED	MC
2	09/19/21	REV STAMPED	PS
3	09/19/21	REV STAMPED	PS
4	09/22/21	REV STAMPED	PS
5	09/22/21	REV STAMPED	PS
6	09/22/21	REV STAMPED	MC
7	09/22/21	REV STAMPED	MC
8	09/22/21	REV STAMPED	MC
9	09/22/21	FINAL STAMPED	PS

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SHEET TITLE:

RFD'S CONFIGURATION
DIAGRAM

SHEET NUMBER:

T5.6

DRAWN BY: MC
CHK BY: AMV BY: PS

AC POWER PANEL No. 1									
170/240 VOLT, 3 PHASE, 3-WIRE, 200A									
DESCRIPTION	VA	WATT	POSS.	MAIN BREAKER RATING (A)	SYSTEM VOLTAGE (V)				
					L1	L2	L3	PHASE	VA
TVSS			1	20/2P	180	180	180	20/2P	540
	6939		3		180	180	180	20/2P	540
	7028		5		7188	6	20/2P	c	259
Site Support Cabinet Line 1			7	200/1P	7028	8	20/2P	c	259
	6939		9		6938	10	20/2P	c	259
	7028		11		7028	12	20/2P	c	259
Site Support Cabinet Line 2			13	200/2P	3000	14	20/2P	c	259
	3000		15		3000	16	20/2P	c	259
	3000		17		0	18	20/2P	c	259
	BLANK		19		0	20	20/2P	c	259
	BLANK		21		0	22	20/2P	c	259
BLANK		23			0	24	20/2P	c	259
PHASE TOTALS (VA):					17,305	17,335			
CURRENT PER PHASE (A):					144	144			
PANEL TOTAL (VA):					34,640				
PANEL CAPACITY (VA):					48,000				
PANEL LOADING (100% non-continuous load) (VA):					34.3				
PANEL LOADING (125% continuous load) (VA):					42.9				
PANEL LOADING (TOTAL) (VA):					34.6				
SPARE CAPACITY (VA):					13.4				
CONNECTED LOAD (VA):					34.6				
% LOAD CAPACITY:					72%				
PULSE CURRENT (A):					144.2				
NOTES:									
FURNISH PANEL DIRECTORY									

200A Load "SCL" 1"									
Load	Pos	CB	A	B	C	D	E	F	G
To 100 CAB 140V Neutral	1	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	2	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	3	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	4	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	5	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	6	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	7	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	8	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	9	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	10	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	11	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	12	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	13	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	14	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	15	20/2P	600	600	600	600	600	600	600

200A Load "SCL" 1"									
Load	Pos	CB	A	B	C	D	E	F	G
To 100 CAB 140V Neutral	1	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	2	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	3	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	4	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	5	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	6	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	7	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	8	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	9	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	10	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	11	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	12	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	13	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	14	20/2P	600	600	600	600	600	600	600
To 100 CAB 140V Neutral	15	20/2P	600	600	600	600	600	600	600

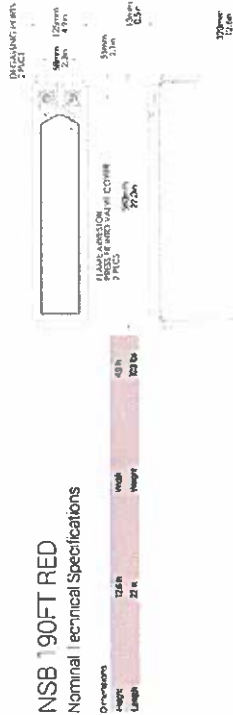
1 PANEL SCHEDULE

3 BATTERY INFORMATION

NorthStar Battery HT RED Electrolyte Values									
NSB Part Number	Electrolyte			Add					
	Weight /kg	Volume /liters	Weight /lbs	Volume /gallons	Weight /kg	Volume /liters	Weight /lbs	Volume /gallons	Weight /kg
NSB13 HT RED	0.8	1.7	0.5	0.1	0.4	0.9	0.2	0.1	0.1
NSB 90 HT RED	6.2	13.6	4.6	1.2	3.4	7.5	1.8	0.5	0.5
NSB125 HT RED	8.0	17.6	6.0	1.6	4.4	9.6	2.4	0.6	0.6
NSB40FT HT RED	2.6	5.8	2.0	0.5	1.4	3.2	0.8	0.2	0.2
NSB40FT HT RED	3.9	8.6	2.9	0.8	2.1	4.7	1.2	0.3	0.3
NSB92FT HT RED	5.7	12.5	4.3	1.1	3.1	6.9	1.7	0.5	0.5
NSB100FT HT RED	6.1	13.5	4.6	1.2	3.4	7.5	1.8	0.5	0.5
NSB110FT HT RED	7.1	15.6	5.3	1.4	4.0	8.7	2.2	0.6	0.6
NSB145FT HT RED	8.1	17.9	6.1	1.6	4.5	10.0	2.5	0.7	0.7
NSB155FT HT RED	9.6	21.1	7.1	1.9	5.4	11.8	2.9	0.8	0.8
NSB170FT HT RED	10.5	23.2	7.8	2.1	4.8	10.5	2.6	0.7	0.7
NSB190FT HT RED	10.5	23.2	7.8	2.1	4.8	10.5	2.6	0.7	0.7
NSB210FT HT RED	12.1	26.5	9.0	2.0	6.8	14.9	3.7	1.0	1.0



NSB 190FT RED
Nominal Technical Specifications



Cabinet/Back	Batteries	Settings	Total Batteries	Electrolyte per Battery (gal)	Electrolyte (gal)
Site Support Cabinet	4	4	16	2.1	33.6

NORTHSTAR NES 100FT RED

Battery Information
Manufacturer/Model No.

T-Mobile

Insite inc.
Wireless Consulting Services



DEFUE WATER TANK
5111 ADDRESS
6500 DEPEW COURT
ARVADA, CO 80003
NORTH STAR
JEFFERSON

SITE ID:

DN03520A

REVISIONS

By

Date

0

02/11/21

100% CUI

PS

1

04/11/21

REV CUI

PS

2

05/01/21

REV CUI

PS

3

07/11/21

REV CUI

PS

4

08/11/21

REV CUI

PS

5

01/21/22

REV CUI

PS

6

03/21/22

REV CUI

PS

7

04/21/22

REV CUI

PS

8

04/21/22

REV CUI

PS

9

04/21/22

REV CUI

PS

STAMPING SIGNATURE:



STAMPING SIGNATURE:

PANEL SCHEDULE
FAULT CALCULATIONS
& BATTERY INFO.

SHEET NUMBER:

E2.0

APPROVED:

DATE:

PS

IT

SCALE: NTS
SCALE: NTS



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: R22-088, A Resolution Authorizing Acceptance of the Colorado Region 8 Opioid Intergovernmental Agreement with Adams County and Other Participating Local Governments within Adams County for the Establishment of the Region 8 Regional Council and Related Duties as Required By the Colorado Opioids Memorandum of Understanding Signed October 18, 2021

Report in Brief

On October 18, 2021, the Mayor signed the Colorado Opioids Settlement Memorandum of Understanding ("MOU") drafted by the Colorado Attorney General. The MOU authorizes the City to be a participating local government in the distribution of settlement funds from litigation against defendants who engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of opioids, which created an epidemic. In signing the MOU, the City agreed to participate in the settlement process and be a party to the final settlement. The MOU indicated that the settlement process would be determined through a regional collaborative process.

Pursuant to the MOU, the next step in the regional collaborative process is to organize all participating local governments into regions. Each region is charged with creating processes and procedures for requesting and allocating opioid settlement funds received from the General Abatement Council. The General Abatement Council is the primary entity responsible for ensuring opioid settlement funds are distributed pursuant to the terms of the settlement. Per the MOU, Region 8 is comprised of Adams County and Region 10 is comprised of Clear Creek County, Gilpin County, and Jefferson County. As Arvada is located in both Jefferson County and Adams County, Arvada is a member of both Region 8 and Region 10.

The City, through an IGA with the Region 10 participating local governments, entered into the Colorado Regional Opioid Intergovernmental Agreement for Region 10 ("Region 10 IGA") on or about June 6, 2022. This resolution authorizes the Mayor or Mayor Pro Tem to sign the Colorado Region 8 Opioid Intergovernmental Agreement ("Region 8 IGA.") Similar to the Region 10 IGA, the Region 8 IGA details the procedures and duties of the Region 8 Regional Council.

The Arvada team recommends that the City Council approve R22-088, A Resolution Authorizing Acceptance of the Colorado Region 8 Opioid Intergovernmental Agreement with Adams County and Other Participating Local Governments within Adams County for the Establishment of the Region 8 Regional Council and Related Duties as Required By the Colorado Opioids Memorandum of Understanding Signed October 18, 2021.

Financial Impact

The potential funding that could be awarded to the City of Arvada if up to 95% of Colorado local governments support the MOU and Intergovernmental Agreement associated with the settlement conditions negotiated with the defendants described herein is estimated at \$980,000. These funds would be allocated over a period of 18 years.

Background

In September of 2021, opioid manufacturers and distributors agreed to settle claims and litigation with 42 states in association with the adverse impact of the opioid crisis. Colorado was among the 42 states agreeing to settle. Approximately \$26 billion will be allocated through the settlement, with \$10.7 billion allocated to local governments within the participating states ("Opioid Settlement Funds").

SUBJECT: R22-088, A Resolution Authorizing Acceptance of the Colorado Region 8 Opioid Intergovernmental Agreement with Adams County and Other Participating Local Governments within Adams County for the Establishment of the Region 8 Regional Council and Related Duties as Required By the Colorado Opioids Memorandum of Understanding Signed October 18, 2021

PAGE: 2
ITEM: 8.B.1.

The Colorado Attorney General's Office and regional elected representatives developed a collaborative process to distribute the Opioid Settlement Funds. The process is established in the Colorado Opioids Settlement Memorandum of Understanding ("MOU") signed by the Mayor on October 18, 2021. Under the process and pursuant to the MOU, local governments participating in the Opioid Settlement Funds are grouped into regions with governing boards composed of elected officials appointed from cities and counties within the regions. Jefferson County, Gilpin County, and Clear Creek County are grouped into Region 10. Adams County is Region 8. Since the City of Arvada is located in both Adams County and Jefferson County, Arvada will be a member of both Region 8 and Region 10.

The attached Colorado Region 8 Opioid Intergovernmental Agreement ("Region 8 IGA") represents a collaborative effort between Adams County and the Region 8 participating local governments to establish Region 8's Regional Council to oversee the request and allocation of Opioid Settlement Funds. The IGA is the next step in the process for the City to receive the allocation of Opioid Settlement Funds.

It is important to know that the process for allocating Opioid Settlement Funds was discussed on October 18, 2021, when the City Council considered and approved the signing of the MOU. Prior to October 18, 2021, the opioid settlement process was discussed during the September 2, 2021 Commissioners and Municipalities meeting. Commissioner Dahlkemper and former Westminster Mayor Atchison provided a detailed explanation of the process and urged all elected officials participating in the meeting to expedite approval of the MOU. City Council approved the signing of the MOU on October 18, 2021. City Council approved the Colorado Regional Opioid Intergovernmental Agreement for Region 10 on June 6, 2022.

Discussion

To continue the process of receiving Opioid Settlement Funds in accordance with the MOU, it is important that all participating local governments in Region 8 sign the Colorado Region 8 Opioid Intergovernmental Agreement.

The City Attorney's Office has completed its legal review of the documents and drafted a resolution that would authorize the Mayor or Mayor Pro tem to sign the document if approved by the Council.

As presented by Commissioner Dahlkemper and former Mayor Atchinson during the September 2, 2021 Commissioners and Municipalities meeting, Arvada and all participating local governments will receive significant funding that would be used to abate the impacts caused by the opioid crisis if both the MOU and Intergovernmental Agreement are approved by the local boards and councils. The estimated allocation to Arvada based on the current settlements as described herein is approximately \$980,000 paid over 18 years. There may be additional payouts as other pharma and distribution companies join the current settlement in order to avoid litigation. These funds could be used, as an example, to help support homeless services, mental health programs, addiction therapy, or other programs addressing the impacts of the opioid epidemic, either directly provided by the City or as part of a comprehensive and coordinated regional effort.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan. The following Principle within this Priority Area closely aligns with the recommendation:

SUBJECT: R22-088, A Resolution Authorizing Acceptance of the Colorado Region 8 Opioid Intergovernmental Agreement with Adams County and Other Participating Local Governments within Adams County for the Establishment of the Region 8 Regional Council and Related Duties as Required By the Colorado Opioids Memorandum of Understanding Signed October 18, 2021

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Provides a well-managed, fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested les of service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R22-088, A Resolution Authorizing Acceptance of the Colorado Region 8 Opioid Intergovernmental Agreement with Adams County and Other Participating Local Governments within Adams County for the Establishment of the Region 8 Regional Council and Related Duties as Required By the Colorado Opioids Memorandum of Understanding Signed October 18, 2021.

Suggested Motion:

I move that R22-088, A Resolution Authorizing Acceptance of the Colorado Region 8 Opioid Intergovernmental Agreement with Adams County and Other Participating Local Governments within Adams County for the Establishment of the Region 8 Regional Council and Related Duties as Required By the Colorado Opioids Memorandum of Understanding Signed October 18, 2021, be (approved) (rejected).

Prepared by:
Laura Hemler, Assistant City Attorney

Reviewed by:

Approved by:

Laura Hemler, Assistant City Attorney	9/22/2022
Rachel Morris, City Attorney	9/22/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/4/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-088

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE COLORADO REGION 8
OPIOID INTERGOVERNMENTAL AGREEMENT WITH ADAMS COUNTY AND OTHER
PARTICIPATING LOCAL GOVERNMENTS WITHIN ADAMS COUNTY FOR THE
ESTABLISHMENT OF THE REGION 8 REGIONAL COUNCIL AND RELATED DUTIES
AS REQUIRED BY THE COLORADO OPIOIDS MEMORANDUM OF UNDERSTANDING
SIGNED OCTOBER 18, 2021

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement, which is in substantially the same form as that attached hereto, between the City of Arvada and Adams County, City of Thornton, City of Westminster, City of Northglenn, City of Federal Heights, City of Commerce City, Town of Bennett, City of Brighton, City of Aurora, and the Town of Lochbuie.

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

APPROVED AND ADOPTED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

COLORADO REGION 8 OPIOID
INTERGOVERNMENTAL AGREEMENT

THIS COLORADO REGION 8 OPIOID INTERGOVERNMENTAL AGREEMENT (the “Regional Agreement”) is made between all Region 8 Participating Local Governments (“PLG”), as defined in the Colorado Opioids Settlement Memorandum of Understanding, individually herein known as a “Regional PLG” and collectively the “Regional PLGs.”

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Settlement Memorandum of Understanding on August 26, 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, this Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, pursuant to the Colorado MOU there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council’s fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, this Regional Agreement pertains to the procedures for the Regional PLGs

to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs as identified the attached Exhibit A, and upon execution thereof incorporate the recitals set forth above and agree as follows:

1. DEFINITIONS. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.

2. OBLIGATIONS OF THE REGIONAL PLGS. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

3. REGIONAL COUNCIL.

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

3.2. Membership: The Regional Council shall consist of the following:

a. **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

(i) 2 representatives appointed by the county (can be commissioners)

(ii) 1 representative appointed from the public health department

(iii) 1 representative from the county human services department

(iv) 1 representative appointed from the district attorney law enforcement within the region

- (v) 1 representative appointed from local law enforcement within the region (sheriff, police chief, etc)
- (vi) 1 representative appointed from a municipal or county court system within the region.
- (vii) 2 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be council members and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.
- (viii) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

b. **Non-Voting Members.** Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following:

- (i) Representatives from behavioral health providers.
- (ii) Representatives from health care providers.
- (iii) Recovery/treatment experts.
- (iv) Other county or city representatives.
- (v) A representative from the Attorney General's Office.
- (vi) Community representative(s), preferably those with lived experience with the opioid crisis.
- (vii) Harm reduction experts.

c. **Acting Chair:** The Voting Members shall appoint one voting member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.

d. **Alternates:** Alternates may be appointed in the same manner as Voting Members are appointed in accordance with Section 3.2(a). Alternates shall be

designated to a specific Voting Member role at appointment. Alternates may act as a Voting Member for the purpose of this Agreement if the designated Voting Member is otherwise absent or unavailable for any Voting Member function.

e. **Terms:** Voting Members and alternates shall be appointed in accordance with Section 3.2 (a) and shall serve two-year terms beginning November 1, 2022. Any party who can appoint more than one representative pursuant to Section 3.2 may, at their discretion, initially appoint a voting member to a one year term to create staggered terms for their representatives. Following the expiration of a term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a).

(i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a). At the end of his or her term, the individual serving as the replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.

(ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional PLGs who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: The Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of the Regional Council and the Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should the Regional Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Voting Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: Pursuant to the Colorado MOU, the Regional Council shall designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The Regional Council shall nominate and designate a fiscal agent for the Region as set forth in Section 3.10 above. Regional fiscal agents must be a board of

county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: The Regional fiscal agent may serve as long as the Regional Council determines it is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Regional Council and the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.

b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data. For purposes of the Colorado Open Records Law, the Regional fiscal agent shall be deemed the official custodian of records of the Regional Council.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. The Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: Pursuant to the Colorado MOU, as part of the Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the

requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, the Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, the Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. DISPUTES WITHIN REGION. In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. DISPUTES WITH ABATEMENT COUNCIL. If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

8. AUTHORIZED REPRESENTATIVES. Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLG executing this Agreement shall designate their authorized representatives upon execution of the Agreement and shall update the Regional Council in any changes to its designee.

9. OBLIGATIONS OF THE REGIONAL PLGS. The Regional PLGs shall perform their

respective obligations as set forth in this Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

10. TERM. This Regional Agreement will commence on November 1, 2022 and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the “Term”).

11. INFORMATIONAL OBLIGATIONS. Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.

12. CONFIDENTIALITY. The Regional PLGs, their agents, employees, representatives, and designees, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. Pursuant to Section 4.4(c) herein, the fiscal agent shall be deemed the official custodian of records for the Regional Council. Notwithstanding, the Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG or the Regional Council for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs through the Regional Council of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

13. GOVERNING LAW; VENUE. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement

will be in the applicable District Court of the State of Colorado for the county of the Region's fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

14. **TERMINATION.** The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate its participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs through its designee on the Regional Council. Termination for cause, shall be effective immediately upon written notice. Termination without cause shall be effective upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG's decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement.
15. **NOTICES.** "Key Notices" under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed received if given by 1) confirmed electronic transmission 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 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; 2) certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; 3) or overnight carrier service or personal delivery, when received. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs through its

respective designee on the Regional Council.

16. GENERAL TERMS AND CONDITIONS

16.1. Independent Entities. The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.

16.2. Assignment. This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.

16.3. Integration and Amendment. This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by all the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

16.4. No Construction Against Drafting Party. The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.

16.5. Captions and References. The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement 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.

16.6. Statutes, Regulations, and Other Authority. Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.

16.7. Conflict of Interest. No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that

might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.

16.8. Inurement. The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.

16.9. Survival. Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.

16.10. Waiver of Rights and Remedies. This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

16.11. No Third-Party Beneficiaries. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

16.12. Records Retention. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to other PLGs at their request.

16.13. Execution by Counterparts; Electronic Signatures and Records. This Regional 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 Regional

PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

16.14. Authority to Execute. Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

IN WITNESS WHEREOF, Adams County does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its representative on the Regional Council and as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

_____ Chair

IN WITNESS WHEREOF, the City of Thornton does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

CITY OF THORNTON CITY COUNCIL

By: _____

_____ Chair

IN WITNESS WHEREOF, City of Westminster does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

CITY OF WESTMINSTER CITY COUNCIL

By: _____

_____ Chair

IN WITNESS WHEREOF, City of Northglenn does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

CITY OF NORTHGLENN CITY COUNCIL

By: _____

_____ Chair

IN WITNESS WHEREOF, City of Federal Heights does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

CITY OF FEDERAL HEIGHTS CITY COUNCIL

By: _____

_____ Chair

IN WITNESS WHEREOF, City of Commerce City does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

CITY OF COMMERCE CITY, CITY COUNCIL

By: _____

_____ Chair

IN WITNESS WHEREOF, City of Arvada does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

CITY OF ARVADA CITY COUNCIL

By: Marc Williams

_____, Mayor

ATTEST:

Kristen Rush, City Clerk

Approved as to Form:

Rachel A. Morris, City Attorney

By: Laura Hemler, Assistant City Attorney

IN WITNESS WHEREOF, Town of Bennett does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

TOWN OF BENNET BOARD OF TRUSTEES

By: _____

_____ Chair

IN WITNESS WHEREOF, The City of Brighton does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

CITY OF BRIGHTON CITY COUNCIL

By: _____

_____ Chair

IN WITNESS WHEREOF, The Town of Lochbuie does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

TOWN OF LOCHBUIE BOARD OF TRUSTEES

By: _____

_____ Chair

IN WITNESS WHEREOF, The City of Aurora does hereto enter into the Colorado Region 8 Opioid Intergovernmental Agreement as set forth above and hereby designates _____ as its point of contact to coordinate the obligations as provided herein

Executed this _____ day of _____, 2022

CITY OF AURORA CITY COUNCIL

By: _____

_____ Chair



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: R22-089, A Resolution Declining All Participation in the Colorado Family and Medical Leave Insurance Program by the City of Arvada

Report in Brief

On October 17, 2022 City Council will consider a Resolution Declining All Participation in the Colorado Family and Medical Leave Insurance Program (FAMLI). The Arvada team is recommending to decline participation in FAMLI and, in lieu of participation, alternative actions will be taken by the City that will provide equal or greater benefits to employees.

The Arvada team recommends that the City Council approve R22-089, A Resolution Declining All Participation in the Colorado Family and Medical Leave Insurance Program.

Financial Impact

The Arvada team estimates that the City's participation in FAMLI would be approximately \$330,000 in its first year. The alternative internal program options described are expected to cost less, with the Short Term Disability program being priced at approximately \$200,000. Internal programs would have varying costs associated with the need to back-fill employees while on leave or to provide leave to employees who do not have enough accrued time. However, the team estimates these costs would be less than the cost to participate in FAMLI.

Background

In 2020, Colorado voters approved a new state-run family and medical leave insurance program, known as FAMLI. FAMLI will begin providing benefits in 2024, and will be funded by premiums paid by employers and employees beginning in 2023. Colorado municipalities have been given the choice to opt out of FAMLI. The Arvada team has done extensive research on FAMLI in order to provide you with the following information and recommendation to opt out of the FAMLI program.

FAMLI benefits

The Colorado FAMLI program provides job protection and 12 weeks of partially paid leave for Colorado employees to take care of themselves or a family member during certain life events such as:

- Injury or serious illness
- Pregnancy or childbirth (with an additional 4 weeks if there are complications)
- Adoption or Foster Care placement
- Military exigency
- Domestic violence safety leave

Job protection begins after an individual has been employed for 180 days with a Colorado employer and paid leave benefits eligibility begins after an individual has earned at least \$2,500 in wages in the state of Colorado.

The FAMLI program will provide partial income replacement for Colorado workers who take FAMLI leave. The State estimates 37% to 90% of wages will be covered, depending on income, with a maximum cap of \$1,100 per week.

The program will be funded through payroll deductions of .9% of gross wages, with employers and employees paying .45% each, beginning in January 2023.

FAMLI Participation and Notice Requirements:

Local government employers have been given three participatory options in FAMLI.

1. Participate in the FAMLI program: The City and City employees participate and pay premiums to the State beginning in January 2023. This option is the automatic default unless a local government notifies the State of Colorado in writing, before the end of the year, of its decision to decline participation.
2. Decline employer participation in FAMLI: The City declines participation, but employees can choose to participate and, under this option, the City would be responsible for administering payment for employees who participate and remitting the employee's portion of the premium to the state through payroll deduction.
3. Decline all participation in FAMLI: The City declines all participation in the FAMLI program. Under this option, employees can choose to participate and pay their share of the premiums directly to the state. The City would not be responsible for administering or remitting payment on behalf of employees.

Municipalities are required to give employees 30 days notice before the City Council votes on the recommendation to opt out of the FAMLI program. The HR team provided this notice in both electronic and hard copy format to all employees on August 23rd. Employees were notified of the benefits of the FAMLI program, the cost associated with participation, and the City's recommendation to opt out of the program, along with potential alternatives the City is considering that will provide similar or greater benefits. Employees were also invited to submit questions or feedback via a Google form, and/or in person at the City Council meeting on October 17. To date, no employees have submitted questions or feedback.

Discussion

Arvada Team Recommendation:

After reviewing the benefits of the FAMLI program and the available rules and requirements, the Arvada team recommends that the City Council decline all participation in the FAMLI program at this time, for the following reasons:

- FAMLI is a new program and program rules are still being established. Information regarding how the program will coordinate with other laws like the Federal Family and Medical Leave Act and the Colorado Families and Workplaces Act remain to be determined.
- The Arvada team is waiting to learn more about how FAMLI will coordinate with the City's own paid leave programs. The team understands that there will be restrictions on the use of existing City paid leave when an employee applies for FAMLI leave benefits with the State, and the team has concerns about how these events will be managed to ensure employees can stay in a paid status with the City and maintain their benefits.
- A decision to decline participation is not permanent. The City can choose to opt in in a subsequent year, and must vote to opt out every 8 years.
- Employees can still choose to participate in FAMLI and receive benefits, independent of the City's decision to decline participation and pay their premiums directly to the State.
- The City currently offers comprehensive paid leave to Arvada team members, with options that ensure team members are taken care of when they are experiencing serious illness or injury. The Arvada Team believes that we can expand these programs to meet or exceed the benefits provided by FAMLI with fewer administrative challenges and at a lesser cost.

Alternatives to FAMLI:

If the City Council supports the Arvada team's recommendation and votes to decline all participation in FAMLI, the Arvada team will work to enhance the City's existing leave programs and provide similar or greater benefits than the FAMLI program. Options include:

- Expanding our current paid sick leave, extended medical leave and/or sick leave bank policies to provide equal or greater benefits than FAMLI;

- Creating an internal Paid Family and Medical Leave program with similar or greater benefits than FAMLI;
- Implementing a Short Term Disability Insurance program that would offer similar or greater benefits as FAMLI

The Arvada Team believes that any of these options would result in a similar or greater benefit to our employees at a lower cost and with fewer administrative challenges and restrictions.

Public Contact

Posting of the City Council agenda

All city employees were provide with 30 days notice written notice of this agenda item with opportunity to provide comment and feedback.

Commission Recommendation

Strategic Alignment

The Arvada Team's recommendation is aligned with our Organization and Service Effectiveness Worksystem principles and strategic results as follows:

OSE Principles

Fosters a top workplace environment that attracts and retains a highly engaged, inclusive workforce and fosters a culture of wellness, safety, cycles of learning and performance excellence.

Strategic Results:

- By 12/2022 continue to implement an organizational performance excellence framework.
- By 12/2023 update the City's Total Rewards Philosophy and Strategy to improve the City's ability to attract, motivate and retain a high-performing workforce.

Alternative Courses of Action

1) Recommended option: The Arvada team recommends that the City Council decline all participation in the FAMLI Program.

Alternative Options include:

- 2) Participation in FAMLI
- 3) Declining employer participation in FAMLI

Recommendation for Action

The Arvada team recommends that the City Council approve R22-089, A Resolution Declining All Participation in the Colorado Family and Medical Leave Insurance Program.

Suggested Motion:

I move that R22-089, A Resolution Declining All Participation in the Colorado Family and Medical Leave Insurance Program, be (approved) (rejected).

Prepared by:
Gabiella Bommer, Director of Human Resources

Reviewed by:

Approved by:

Gabriella Bommer, Director of Human Resources	9/27/2022
Bryan Archer, Director of Finance	9/27/2022
Janelle Miller, Assistant City Attorney	9/27/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/4/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-089

A RESOLUTION DECLINING ALL PARTICIPATION IN THE COLORADO FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM BY THE CITY OF ARVADA

WHEREAS, Colorado voters approved Proposition 118 in November 2020, creating the state-run Family and Medical Leave Insurance (FAMLI) program; and

WHEREAS, the FAMLI program requires both employers and employees to pay premiums in order to fund the program, which enables eligible employees to receive up to twelve weeks of partially paid leave to address personal or familial medical needs; and

WHEREAS, the FAMLI program is brand new and, as a result, all of the rules and regulations surrounding the program have not yet been clearly established or communicated; and

WHEREAS, the City currently offers comprehensive leave programs for employees, which can be expanded to offer equal or greater leave benefits to employees with fewer administrative challenges and lesser costs; and

WHEREAS, the program allows for local governments employers to decline to participate while still allowing local government employees to individually participate and receive benefits from the state; and

WHEREAS, declining to participate requires a City Council vote and written notification to the State of Colorado by January 1, 2023; and

WHEREAS, notice must be given to employees before and after City Council action is taken; and

WHEREAS, initial notice has been given to City employees.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Resolution Declining All Participation in the Colorado Family and Medical Leave Insurance Program by the City of Arvada.

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

APPROVED AND ADOPTED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: R22-090, A Resolution of the City of Arvada Declaring Its Intention to Apply to the Colorado Department of Local Affairs ("DOLA") for an Allocation of Private Activity Bond Cap from DOLA's Current Statewide Balance and to Issue or Otherwise Support the Issuance of Private Activity Bonds, in the Aggregate Principal Amount of Not to Exceed \$7,000,000, for the Purpose of Financing a Portion of the Costs of the Acquisition, Construction, and Equipping of an Approximately 260-Unit Affordable Housing Facility to be Known as "Marshall Pointe Apartments" for the Benefit of the Inhabitants of the City of Arvada, Colorado

Report in Brief

Lincoln Avenue Capital is requesting financial assistance from the City of Arvada in the form of Private Activity Bonds (PAB) to support its Marshall Pointe Apartments project located at 5190 Marshall Street. This project will add approximately 260 units of affordable housing to the Arvada community. The Colorado Department of Local Affairs (DOLA) is accepting applications for its PAB statewide pool and the deadline to apply is November 1, 2022. Lincoln Avenue Capital is requesting that the City of Arvada submit an application for PAB to DOLA.

The Arvada team recommends approval of R22-090, A Resolution of the City of Arvada Declaring Its Intention to Apply to the Colorado Department of Local Affairs ("DOLA") for an Allocation of Private Activity Bond Cap from DOLA's Current Statewide Balance and to Issue or Otherwise Support the Issuance of Private Activity Bonds, in the Aggregate Principal Amount of Not to Exceed \$7,000,000, for the Purpose of Financing a Portion of the Costs of the Acquisition, Construction, and Equipping of an Approximately 260-Unit Affordable Housing Facility to be Known as "Marshall Pointe Apartments" for the Benefit of the Inhabitants of the City of Arvada, Colorado.

Financial Impact

There is no financial impact to the City.

Background

Marshall Pointe Apartments is a proposed 260-unit affordable housing project located on 4.36 acres at 5190 Marshall Street. This project proposes a unit mix of 149 one-bedroom units, 84 two-bedroom units, and 27 three-bedroom units. This project will offer both affordable and workforce housing with approximately 22 units with rents set for households with income levels at 30% area median income or less. The remaining units will be set at 60% area median income. The Marshall Pointe Apartments project will complement the proposed housing navigation center at 5045 Marshall Street as well as Family Tree's proposed permanent supportive housing site at 5549 Marshall Street.

The developer of Marshall Pointe Apartments, Lincoln Avenue Capital, will apply for low-income housing tax credits (LIHTC) to finance the project. As part of its LIHTC application, Lincoln Avenue Capital is in need of Private Activity Bonds (PAB). PABs are tax-exempt bonds that can be issued for specific purposes. Every year, the Colorado Department of Local Affairs (DOLA) offers an opportunity for local government and housing authorities to apply to its statewide PAB balance pool (essentially remaining unassigned PAB). The deadline for applications is November 1, 2022. Lincoln Avenue Capital is requesting financial assistance from the City in the form of PAB and has requested that the City compete for approximately \$7 million dollars of PAB through DOLA's statewide balance pool.

SUBJECT: R22-090, A Resolution of the City of Arvada Declaring Its Intention to Apply to the Colorado Department of Local Affairs ("DOLA") for an Allocation of Private Activity Bond Cap from DOLA's Current Statewide Balance and to Issue or Otherwise Support the Issuance of Private Activity Bonds, in the Aggregate Principal Amount of Not to Exceed \$7,000,000, for the Purpose of Financing a Portion of the Costs of the Acquisition, Construction, and Equipping of an Approximately 260-Unit Affordable Housing Facility to be Known as "Marshall Pointe Apartments" for the Benefit of the Inhabitants of the City of Arvada, Colorado

PAGE: 2
ITEM: 8.B.3.

Discussion

The 2020 City of Arvada Housing Needs Assessment identified the following three top housing needs:

- 1) Additional affordable rentals (or rental assistance). specifically for residents earning less than \$35,000
- 2) Starter homes and family homes priced near or below \$300,000
- 3) Increased diversity in housing stock with a focus on "missing middle" ownership options and product types attractive to aging seniors.

The Marshall Pointe Apartments project will provide 260 units of much-needed affordable housing to Arvada and address the number one need identified in the Arvada Housing Needs Assessment.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the following City Council Strategic Result-

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 R22-090, A Resolution of the City of Arvada Declaring Its Intention to Apply to the Colorado Department of Local Affairs ("DOLA") for an Allocation of Private Activity Bond Cap from DOLA's Current Statewide Balance and to Issue or Otherwise Support the Issuance of Private Activity Bonds, in the Aggregate Principal Amount of Not to Exceed \$7,000,000, for the Purpose of Financing a Portion of the Costs of the Acquisition, Construction, and Equipping of an Approximately 260-Unit Affordable Housing Facility to be Known as "Marshall Pointe Apartments" for the Benefit of the Inhabitants of the City of Arvada, Colorado.

Suggested Motion:

I move that R22-090, A Resolution of the City of Arvada Declaring Its Intention to Apply to the Colorado Department of Local Affairs ("DOLA") for an Allocation of Private Activity Bond Cap from DOLA's Current Statewide Balance and to Issue or Otherwise Support the Issuance of Private Activity Bonds, in the Aggregate Principal Amount of Not to Exceed \$7,000,000, for the Purpose of Financing a Portion of the Costs of the Acquisition, Construction, and Equipping of an Approximately 260-Unit Affordable Housing Facility to be Known as "Marshall Pointe Apartments" for the Benefit of the Inhabitants of the City of Arvada, Colorado, be (approved) (rejected).

SUBJECT: R22-090, A Resolution of the City of Arvada Declaring Its Intention to Apply to the Colorado Department of Local Affairs ("DOLA") for an Allocation of Private Activity Bond Cap from DOLA's Current Statewide Balance and to Issue or Otherwise Support the Issuance of Private Activity Bonds, in the Aggregate Principal Amount of Not to Exceed \$7,000,000, for the Purpose of Financing a Portion of the Costs of the Acquisition, Construction, and Equipping of an Approximately 260-Unit Affordable Housing Facility to be Known as "Marshall Pointe Apartments" for the Benefit of the Inhabitants of the City of Arvada, Colorado

PAGE: 3
ITEM: 8.B.3.

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	9/26/2022
Ryan Stachelski, Director of Community and Economic Development	9/26/2022
Gail Walker, Legal Specialist-Contracts	9/27/2022
Emily Grogg, Senior Assistant City Attorney	9/27/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/4/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-090

A RESOLUTION OF THE CITY OF ARVADA DECLARING ITS INTENTION TO APPLY TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (“DOLA”) FOR AN ALLOCATION OF PRIVATE ACTIVITY BOND CAP FROM DOLA’S CURRENT STATEWIDE BALANCE AND TO ISSUE OR OTHERWISE SUPPORT THE ISSUANCE OF PRIVATE ACTIVITY BONDS, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,000,000, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF AN APPROXIMATELY 260-UNIT AFFORDABLE HOUSING FACILITY TO BE KNOWN AS “MARSHALL POINTE APARTMENTS” FOR THE BENEFIT OF THE INHABITANTS OF THE CITY OF ARVADA, COLORADO.

WHEREAS, Arvada, a Colorado home rule municipal corporation, is authorized and empowered to issue its revenue bonds for the purpose of providing multifamily residential housing that substantially benefits persons of low income; and

WHEREAS, Arvada seeks to encourage the provision of housing for low-income persons residing in the City of Arvada (the “City”), Colorado (the “State”); and

WHEREAS, Arvada has determined that the Project (as defined below), including, but not limited to, all supporting public and private facilities, is deemed necessary for sound community development; and

WHEREAS, representatives of Lincoln Avenue Capital (“Lincoln”) have informed Arvada of its interest in acquiring, constructing, and equipping an approximately 260-unit affordable multifamily rental housing project to be known as “Marshall Pointe Apartments” and expected to be located at 5190 Marshall Street, Arvada, Colorado (the “Project”); and

WHEREAS, Arvada anticipates that the Project will be owned by a special purpose entity tax credit partnership to be formed by Lincoln in which an affiliate of Lincoln will be the general partner (the “Borrower”); and

WHEREAS, Arvada has determined that the financing of the Project is necessary to preserve housing for persons of low income in the City; and

WHEREAS, Arvada has been advised that the financing of the Project will require an issuance of tax-exempt bonds in an amount not to exceed \$7,000,000 (the “Bonds”); and

WHEREAS, Arvada intends to apply to DOLA for an allocation of private activity bond cap from DOLA’s current statewide balance in the amount of \$7,000,000; and

WHEREAS, Arvada intends to issue or otherwise support the issuance of Bonds through a delegation of any private activity bond cap authority that it receives from DOLA to the Colorado Housing and Finance Authority (“CHFA”), or another issuing authority, to be used by CHFA (with other available private activity bond cap), or another issuing authority, to issue the Bonds to finance the Project; and

WHEREAS, Arvada expects the Bonds will constitute tax-exempt private activity bonds under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, Treasury Regulations Section 1.103-8(a)(5) requires that, in order for expenditures for an exempt facility that are made before the issue date of bonds issued to provide financing for that facility to qualify for tax-exempt financing, the issuer must declare an official intent under Treasury Regulations Section 1.150-2 to reimburse any such expenditures from the proceeds of those bonds, and one of the purposes of this Resolution is to satisfy the requirements of such regulations; and

WHEREAS, Arvada expects that it or another issuing authority, including CHFA, will make a loan of the proceeds of the Bonds to a to-be-formed Colorado limited liability limited partnership or limited liability company (the “Borrower”), for the purpose of financing the Project, pursuant to such financing documents as may be necessary to carry out the transactions contemplated hereby; and

WHEREAS, the City Council of the City of Arvada deems it necessary and advisable and in the best interest of Arvada to apply for an allocation of private activity bond cap from DOLA and to issue or otherwise support the issuance of Bonds through a delegation of authority to CHFA to enable CHFA to issue the Bonds to finance the Project.

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

Section 1. To assist in the financing of the Project, with the public benefits resulting therefrom, Arvada declares its intention, subject to the conditions and terms set forth herein, to (a) apply to DOLA for an allocation of private activity bond cap from DOLA’s current statewide balance in the amount of \$7,000,000 (or such other amount as shall be determined and agreed upon by the Borrower and Arvada to finance all or a portion of the cost of the Project), and (b) issue Bonds or support the issuance of Bonds through a delegation of authority to another issuing authority, including CHFA, using any private activity bond cap that Arvada receives from DOLA (with other available private activity bond cap) to issue the Bonds to finance the Project.

Section 2. The proceeds of the Bonds will be used to assist, directly or indirectly, in loaning the proceeds to the Borrower for the purpose of financing the Project, and may also be used to pay all or part of the costs incident to the authorization, issuance and delivery of the Bonds.

Section 3. The Bonds will be payable from revenues derived as a result of the Project financed by the Bonds, and amounts received under the terms of any financing document or by reason of any additional security furnished by or on behalf of the issuer in connection with the financing of the Project.

Section 4. The Bonds shall never constitute the debt or indebtedness of Arvada, nor any multiple-fiscal year direct or indirect Arvada debt or other financial obligation of Arvada whatsoever, within the meaning of any provision or limitation of the Constitution or statutes of the State of Colorado, and shall not constitute nor give rise to a pecuniary liability or financial

obligation of Arvada, nor shall the Bonds ever be deemed to be an obligation of any officer, agent or employee of Arvada in such person's individual capacity, and no such person shall be subject to personal liability by reason of the issuance of the Bonds. The Bonds shall be special, limited obligations of Arvada (or other issuing authority) and payable solely from and secured by a pledge of revenues derived from and payable by the Borrower pursuant to certain financing documents with Arvada (or other issuing authority). No elected member, officer, official, employee, or agent of Arvada shall be subject to any personal liability in connection with the Bonds or the provisions of this Resolution.

Section 5 _____. The Director of Community and Economic Development or his or her designee is authorized to approve and sign (via manual or electronic signature) an application to DOLA for an allocation of private activity bond cap from DOLA's current statewide balance in the amount of \$7,000,000 (or such other amount as shall be determined and agreed upon by the Borrower and Arvada to finance all or a portion of the cost of the Project).

Section 6 _____. For purposes of applicable Treasury Regulations, the Borrower is authorized to commence financing of the Project and advance such funds as may be necessary therefor, subject to reimbursement for all expenditures to the extent provided herein out of proceeds, if any, of the issuance of the Bonds authorized herein. However, the adoption of this Resolution does not constitute a guarantee that the Bonds will be issued or that the Project will be financed as described herein, or an endorsement of the Project by Arvada.

Section 7 _____. It is intended that this Resolution shall constitute a declaration of official intent to reimburse expenditures for the Project made before the issue date of the Bonds from proceeds of the Bonds, for the purposes of Treasury Regulations §§ 1.103-8(a)(5) and 1.150-2.

Section 8 _____. Unused volume cap of Arvada, plus any additional amounts assigned and transferred to Arvada by county and state-wide issuers, and CHFA, or from Arvada to other such issuing authorities, or made available to Arvada by any delegations of authority by county or state-wide issuers, or made available to other such issuing authorities by any delegation from Arvada, plus any amounts allocated or reallocated to Arvada or other issuing authorities from the Statewide Balance may be allocated by Arvada or other issuing authority to the Project for a carryforward purpose within the meaning of Section 24-32-1706(3)(c) of the Colorado Private Activity Bond Ceiling Allocation Act, constituting Title 24, Article 32, Part 17, Colorado Revised Statutes, as from time to time supplemented and amended (the "Allocation Act"); provided, that Arvada's Director of Community and Economic Development or his or her designee is independently authorized to permit, in his or her discretion, an amount of volume cap to be relinquished to the statewide balance in order to facilitate a statewide balance award of such amount for the financing of commercial projects, if required, or for use by other issuers for any purpose and to make or accept assignments of volume cap to or from other issuers or delegate authority to or receive delegation from other issuers to issue bonds on behalf of Arvada or such delegating issuer, as applicable. Arvada's Director of Community and Economic Development or his or her designee is independently authorized and directed to file with the Department of Local Affairs under and pursuant to Sections 24-32-1709 and 24-32-1706(3)(c) of the Allocation Act, an application for Statewide Balance allocation for the Project on behalf of the Borrower and written notification of such carryforward allocation, if applicable. Arvada's Director of Community and Economic Development or his or her designee is independently

authorized to take all steps necessary or appropriate to assure full utilization by Arvada or other issuing authority of the volume cap hereby allocated to the Project, including, without limitation, the filing of a carryforward election under Section 146(f) of the Code.

Section 9. The Mayor or Mayor Pro Tem of Arvada are hereby authorized and directed to take or approve the taking of such actions as may be necessary or appropriate on its part in order to accomplish the purposes of this Resolution and to preserve the ability of Arvada to finance its capital expenditures in accordance with the federal tax regulations.

Section 10. The agreements of Arvada set forth above are expressly conditioned upon the ability and willingness of Arvada to issue, or assist in the issuance of, the Bonds as tax-exempt obligations under the Code. Nothing contained in this Resolution shall be construed as requiring Arvada to issue the Bonds and the decision to issue the Bonds shall be in the complete discretion of Arvada (or other issuing authority).

Section 11. If any section, paragraph, clause or provision of this Resolution, with the exception of any section, paragraph, clause or provision limiting Arvada's financial obligation, 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 12. All resolutions or parts thereof concerning the subject matter hereof in conflict with this Resolution are hereby repealed to the extent of such conflict. This repealer shall not be construed to revive any resolution or part thereof, heretofore repealed.

Section 13. This Resolution to be in full force and effect from and after its passage and approval.

APPROVED AND ADOPTED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____



FACSIMILE: 720-898-7490 ▲ TDD: 720-898-7869
PHONE: 720-898-7000

October 17, 2022

Colorado Department of Local Affairs
Office of Housing Finance and Sustainability
1313 Sherman Street
Denver, Colorado 80203

Attention: Mr. Wayne McClary

Re: Statewide Balance Application for Private Activity Bond Ceiling Allocation by
the City of Arvada, Colorado for the Marshall Pointe Apartments Project;
Carryforward of Private Activity Bond Ceiling Allocation

Ladies and Gentlemen:

Under Section 24-32-1709 of the Colorado Private Activity Bond Ceiling Allocation Act (the "Allocation Act"), the City of Arvada, Colorado ("Arvada"), as an "issuing authority" under the Allocation Act, has applied for an allocation of up to \$7,000,000 of the State of Colorado's 2022 statewide balance on behalf of Lincoln Avenue Capital or an affiliated entity (the "Sponsor") to support the Marshall Pointe Apartments Project in Arvada, Colorado.

Pursuant to Section 24-32-1709(2) of the Allocation Act, Arvada hereby notifies the Department that Arvada has allocated such amount, up to \$7,000,000, to a carryforward purpose described in the inducement resolution attached hereto, and that Arvada desires to treat such allocation as an allocation for a "carryforward purpose" as such term is defined in the Allocation Act.

Attached to this notification are the following:

1. Exhibit A containing the information required by Section 24-32-1709 of the Allocation Act with respect to the allocation.
2. Certified copy of the inducement resolution.
3. Preliminary bond counsel opinion required by Sections 24-32-1709(1)(g) and 24-32-1709(2)(d) of the Allocation Act with respect to the statewide balance application and carryforward allocation.
4. Certification of an official of Arvada and a representative of the Sponsor as to the issuance of bonds within the carryforward period pursuant to Section 24-32-1709(2)(d) of the Allocation Act.

Colorado Department of Local Affairs
Office of Housing Finance and Sustainability
Mr. Wayne McClary
October 17, 2022
Page 2

Please advise us if you require any additional information with this notification.

Very truly yours,

CITY OF ARVADA

By: _____
Name: Ryan Stachelski
Title: Director of Community and Economic
Development

cc: Ben Taylor, Lincoln Avenue Capital
Cory Kalanick, Esq., Sherman & Howard L.L.C.

Attachments



FACSIMILE: 720-898-7490 ▲ TDD: 720-898-7869
PHONE: 720-898-7000

EXHIBIT A

1. Issuing Authority: The City of Arvada, Colorado
2. Address: 8101 Ralston Rd.,
Arvada, Colorado 80002
3. Issuing Authority Official: Ryan Stachelski, Director of Community and Economic Development
4. Special counsel
to the Sponsor: Cory G. Kalanick, Esq.
Sherman & Howard L.L.C.
675 Fifteenth Street, Suite 2300
Denver, Colorado 80202
(Special counsel to the Sponsor; likely to serve as Bond Counsel)
5. Principal amount of bonds to be issued: To be determined, of which Arvada has applied for an allocation of \$7,000,000 of the State of Colorado's 2022 statewide balance.
6. Project: The issuance of bonds to finance "qualified residential rental projects" as described in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended, to support the acquisition, construction and equipping of the Marshall Pointe Apartments Project in Arvada, Colorado.
7. Initial owner, user or beneficiary of the Project: Lincoln Avenue Capital, or another affiliated entity (the Sponsor).
8. Classification of carryforward purpose: Issuing exempt facility loan bonds (Internal Revenue Code, Section 146(f)(5)(A)).
9. The information required by Section 146(f)(2) of the Code is set forth in paragraphs 6 and 8 above.
10. Additional information: Arvada, as an "issuing authority" under the Allocation Act, is submitting this statewide balance application on behalf of the Sponsor. Arvada hereby makes an election for a carryforward purpose in order to support the bonds for the Project expected to be issued in 2022. Arvada may delegate such volume cap to another issuing authority to support the Project.

DUE DILIGENCE CERTIFICATION

We, the undersigned, do hereby certify as of October 17, 2022, that we are, respectively, an authorized official of the City of Arvada, Colorado (“Arvada”), as the issuing authority responsible for the supervision of the issuance of the bonds, and an authorized representative of Lincoln Avenue Capital (the “Sponsor”), as the entity acquiring, constructing and equipping the Marshall Pointe Apartments project, through a related to-be-formed Colorado limited liability limited partnership or limited liability company. The undersigned do hereby further certify, pursuant to Section 24-32-1709(2)(d) of the Colorado Private Activity Bond Ceiling Allocation Act, with respect to up to \$7,000,000 of the 2022 statewide balance that may be awarded to Arvada, that Arvada and the Sponsor will proceed with diligence to ensure the issuance of bonds within the carryforward period provided by Section 146(f) of the Code.

Dated as of the first date written above.

CITY OF ARVADA

By: _____
Name: _____
Title: _____

LINCOLN AVENUE CAPITAL

By: _____
Name: _____
Title: _____

(Signature page to Due Diligence Certification)



675 Fifteenth Street, Suite 2300, Denver, Colorado 80202
Telephone: 303.297.2900 shermanhoward.com

October 17, 2022

State of Colorado
Department of Local Affairs
Office of Housing Finance and Sustainability
1313 Sherman Street
Denver, Colorado 80202

Qualified Residential Rental Project Bonds
(Marshall Pointe Apartments Project)

Ladies and Gentlemen:

This opinion is rendered pursuant to Sections 24-32-1709(1)(g) and 24-32-1709(2)(d) of the Colorado Private Activity Bond Ceiling Allocation Act (the “Allocation Act”). We are acting as special counsel to Lincoln Avenue Capital, as the project sponsor, and will likely act as bond counsel in connection with the issuance of the above-captioned bonds (the “Bonds”) by the City of Arvada, Colorado or another “issuing authority” under the Allocation Act (the “Issuing Authority”).

The Bonds are to be issued in one or more series in an aggregate principal amount to be determined, of which \$7,000,000 of such Bonds will require an allocation from the State of Colorado’s 2022 statewide balance. Assuming that an allocation from the statewide balance is made, the Bonds will constitute private activity bonds as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”). The Issuing Authority is authorized under the laws and constitution of the State of Colorado, including the County and Municipality Development Revenue Bond Act, being Article 3, Title 29, Colorado Revised Statutes, as amended, to issue the Bonds.

The Bonds will constitute “exempt facility bonds” within the meaning of section 146(f)(5)(A) of the Code (more particularly, bonds for “qualified residential rental projects” as defined in Section 142(a)(7) of the Code), and the carryforward purpose or purposes of issuing the Bonds qualify for carryforward treatment under Section 146(f) of the Code.

Respectfully submitted,

A handwritten signature in blue ink that reads "SHERMAN & HOWARD L.L.C." in all capital letters.



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.1.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: CB22-075, An Ordinance Annexing Certain Land into the City of Arvada for Union Estates Property, a 2.11- Acre Parcel of Land Approximately Located at 12016 West 82nd Avenue (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)

Report in Brief

Steve Lindsey, Linco Enterprises, the applicant is seeking annexation of approximately 2.11 acres located at the northwest corner of West 82nd Avenue and Union Street. The applicant is also requesting rezoning approval from Jefferson County A-2 (Agriculture) to RN-7.5 (Residential 7.5) to allow a maximum of seven single-family residential lots. A Site Plan to develop seven custom single-family homes and a Minor Subdivision are also submitted and are under the administrative review process.

The Arvada team recommends that the City Council approve CB22-075, An Ordinance Annexing Certain Land into the City of Arvada for Union Estates, a 2.11 Acre Parcel of Land Approximately Located at 12016 West 82nd Avenue, on first reading, ordered published in full and a public hearing date be set for November 7, 2022 at 6:15 p.m.

Financial Impact

There is no financial impact associated with the annexation.

Background

As part of the 2020 Land Development Code, the City rezoned and remapped the established areas of the various subdivisions for single-family detached homes zoned PUD-R (Planned Unit Development-Residential) to RN-7.5 (Residential Neighborhood). The intent of the RN zone district is to maintain the character of mature established neighborhoods to allow development and redevelopment that are consistent with the neighborhood's architectural character. The subject property is located at 12016 West 82nd Avenue and is currently a vacant parcel zoned A-2 (Agricultural-2) in Jefferson County. The Hills at Standley Lake subdivisions lies to the north, west and east side of the property. The City's Pioneer Park is directly to the south.

Consistent with the existing neighborhoods, the proposed zoning for the property is RN-7.5. The seven lot subdivision will be custom-homes to be built by the applicant who is a custom home builder.

Discussion

The subject property is located at 12016 West 82nd Avenue and is currently a vacant parcel zoned A-2 (Agricultural-2) in Jefferson County. The proposed annexation complies with the Municipal Annexation Act of 1965. Please note the following analysis of the annexation and disconnection approval criteria completed by the Community and Economic Development team.

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 proposed annexation complies with the Municipal Annexation Act of 1965.

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 capable of being integrated into the City and developed in compliance with RN-7.5 zone district standards as well as other City regulations.
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	All necessary utilities and facilities are available to serve and to connect to the public infrastructure when constructed.

Public Contact

The required neighborhood meeting for this project took place on November 12, 2020 . The applicant, Arvada team members, and approximately five neighbors from the Hills at Standley subdivision were in attendance.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

The Planning Commission voted 7 to 0 to recommend approval to the City Council on July 19, 2022.

Strategic Alignment

The recommended action aligns with the following Principle within the Community and Economic Development Priority Area of the City Council Strategic Plan:

Uses the Comprehensive Plan to guide planning, land use code decisions, development management, and informational and resource services that are delivered to businesses, the development community, decision-making bodies, and neighborhood partners to achieve a well-planned, aligned, sustainable, attractive, and livable community for current and future generations.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-075, An Ordinance Annexing Certain Land into the City of Arvada for Union Estates Property, a 2.11- Acre Parcel of Land Approximately Located at 12016 West 82nd Avenue, on first reading, ordered published in full, and a public hearing date be set for November 7, 2022 at 6:15 p.m..

Suggested Motion:

I move that CB22-075, An Ordinance Annexing Certain Land into the City of Arvada for Union Estates Property, a 2.11- Acre Parcel of Land Approximately Located at 12016 West 82nd Avenue, be (approved on first reading, ordered published in full and a public hearing date be set for November 7, 2022 at 6:15 p.m.) (rejected).

This motion is based on the findings of fact adopted by the Planning Commission.

This motion is based on the following findings of fact for denial:(Recite approval criteria you believe the evidence fails to satisfy and your reasons)

SUBJECT: CB22-075, An Ordinance Annexing Certain Land into the City of Arvada for Union Estates Property, a 2.11- Acre Parcel of Land Approximately Located at 12016 West 82nd Avenue (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.1.

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Carol Ibanez, Senior Planner	9/26/2022
Josie Suk, Development Systems and Administrative Manager	9/26/2022
Robert Smetana, Manager of City Planning and Development	9/26/2022
Ryan Stachelski, Director of Community and Economic Development	9/26/2022
Gail Walker, Legal Specialist-Contracts	9/27/2022
Emily Grogg, Senior Assistant City Attorney	9/27/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/4/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-075
ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA
FOR UNION ESTATES PROPERTY, A 2.11-ACRE PARCEL OF LAND
APPROXIMATELY LOCATED AT 12016 WEST 82ND AVENUE

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the annexation map for certain real property more fully described in said map finds as follows:

1. That a petition for annexation, together with four copies of the annexation map as required by law, was filed with the City by the owners of over fifty percent of the area of the territory hereinafter described, exclusive of public streets and alleys, and comprising more than fifty percent of the landowners of the property to be annexed.
2. That the City, by resolution at a properly noticed meeting accepted said petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, and Section 30 of Article II of the Colorado Constitution have been met and further determined that an election was not required under the Act and that no additional terms and conditions were imposed upon said annexation.
3. That the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is therefore eligible for annexation to the City of Arvada.

Section 2. The following described real property, situated in the County of Jefferson, State of Colorado, be and the same hereby is annexed to the City of Arvada, to wit:

A PARCEL OF LAND LOCATED AT THE NORTHWEST CORNER OF WEST 82ND
AVENUE AND UNION STREET

More particularly described in attached Exhibit A.

Section 3. The Mayor is hereby authorized to execute, the City Clerk to attest, in form approved by the City Attorney, an Annexation Agreement pertaining to the property owned by the Petitioners.

Section 4. The Clerk of the City shall perform all statutory duties to complete said annexation.

Section 5. This Ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of October. 2022.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: October 20, 2022

EXHIBIT A

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA FOR
UNION ESTATES PROPERTY, A 2.11- ACRE PARCEL OF LAND APPROXIMATELY
LOCATED AT 12016 WEST 82ND AVENUE (ORDINANCE NO. 4813)

EXHIBIT A

PARCEL A:

A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH P.M., JEFFERSON COUNTY, COLORADO CONSISTING OF A PORTION OF TRACT 22, DENVER VIEW GARDENS, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 2 AT PAGE 59A TOGETHER WITH A PORTION OF LOT 21, RUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 22 THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 36.55 FEET TO A POINT 30 FEET NORTH OF THE PHYSICAL CENTER LINE OF WEST 82ND AVENUE (MAY 1995) AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 13 MINUTES, 10 SECONDS EAST A DISTANCE OF 225.02 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID TRACT 22, A DISTANCE OF 389.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 73.01 FEET OF LOT 21, RUSTIC ACRES; THENCE SOUTH 89 DEGREES, 43 MINUTES, 22 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 21 A DISTANCE OF 225.00 FEET TO THE WEST LINE OF SAID LOT 21; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 21 AND THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 384.94 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON , STATE OF COLORADO.

PARCEL B:

THAT PORTION OF LOT 21, RUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 73.01 FEET, THENCE NORTH 89 DEGREES 43 MINUTES 22 SECONDS EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 225.00 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 73.01 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 89 DEGREES, 42 MINUTES, 23 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 225.00 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL C:

A TRACT OF LAND KNOWN AS THE EASTERLY 9.5 FEET OF BLOCK 21, DENVER VIEW GARDENS.

SAID TRACT BEING ALSO KNOWN AS A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 21, DENVER VIEW GARDENS; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 21, 630.55 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 21, 6 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 630.55 FEET, MORE OF LESS, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 21, WHICH IS 9.5 FEET WEST OF THE SOUTHEAST CORNER OF

SAID BLOCK 21; THENCE EAST ALONG SAID SOUTH LINE 9.5 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

ZONING AREA CONTAINS: 91,995.1 SQUARE FEET OR 2.11 ACRES.

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

UNION ESTATES
ANNEXATION AND REZONING
DA2021-0023

NATURE OF REQUEST

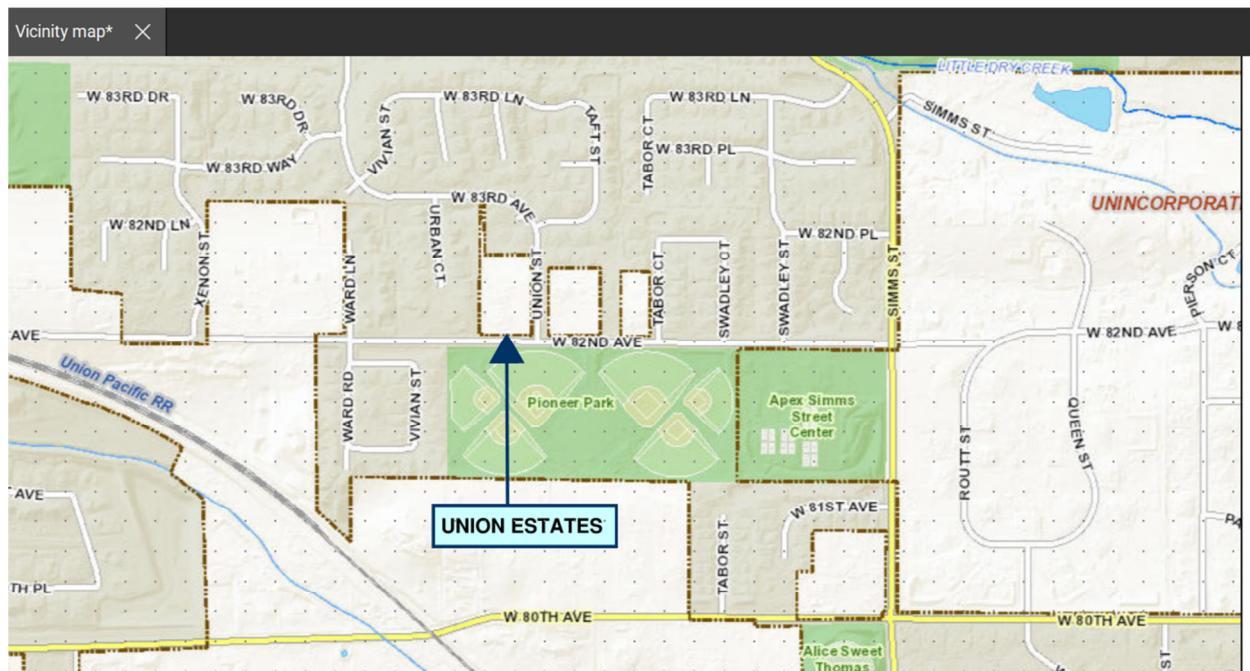
Steve Lindsey, Linco Enterprises, the applicant is seeking annexation of approximately 2.11 acres located at the northwest corner of West 82nd Avenue and Union Street. The applicant is also requesting rezoning approval from Jefferson County A-2 (Agriculture) to RN-7.5 (Residential 7.5) to allow a maximum of seven single-family residential lots. A site plan to develop seven custom single-family homes and a minor plat are also submitted and are under the administrative review process.

LOCATION AND HISTORY

The subject property is located at 12016 West 82nd Avenue and is currently a vacant parcel zoned A-2 (Agricultural-2) in Jefferson County. The Hills at Standley Lake subdivisions lies to the north, west and east side of the property. The City's Pioneer Park is directly to the south.

As part of the 2020 Land Development Code, the City rezoned and remapped the established areas of the various subdivisions for single-family detached homes zoned PUD-R (Planned Unit Development-Residential) to RN-7.5 (Residential Neighborhood). The intent of the RN zone district is to maintain the character of mature established neighborhoods to allow development and redevelopment that are consistent with the neighborhood's architectural character.

Consistent with the existing neighborhoods, the proposed zoning for the property is RN-7.5. The seven lot subdivision will be custom-homes to be built by the applicant who is a custom home builder.



NEIGHBORHOOD MEETING

Division 8-2-3-4 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on November 12, 2020. The applicant, staff, and five neighbors were in attendance.

The applicant provided an overview of the proposed lots and that it meets the RN-7.5 development standards. The adjacent neighbors to the east were concerned that the lots sizes were smaller than their lots and that homes would be located closer to their homes. They also asked what type of homes would to be built.

The applicant responded that the minimum lot size and setbacks were consistent with the subdivisions. The development will be custom-homes and that he would work with the adjacent property owners to screen the backyards with landscape. No further concerns were raised.

The applicant prepared a summary of the meeting, which is attached.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 500 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103.

DEVELOPMENT REVIEW TIMELINE

The development application was submitted on, March 1, 2021 and was processed under the public hearing development cases review track of 26 weeks. For a variety of reasons, the applicant and City did not meet the established review and submitted timeline.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system. This development conforms to City Council Strategic Result (SR1) that 95% of development approvals conform to City's Comprehensive Plan on an annual basis.

ZONING AND LAND USE

The subject property is currently zoned RN-7.5 (Residential Neighborhood Sub-district- 7.5) and is approximately 2.11 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	RN-7.5 (Residential 7.5)	Single family homes
South	OS (Open Space)	Pioneer Park
East	RN-12.5 (Residential 12.5)	Single family homes
West	RN-7.5 (Residential 7.5)	Single family homes



PROJECT ANALYSIS

Annexation

Eligibility for Annexation: The total perimeter contiguous to the City is 1715.08 linear feet which exceeds the 1/6 (16%) area requirement. The City surrounds the property to the west, north, south and a portion of the east. The annexation petition submitted by the applicant indicates that it has been signed by 100% of the landowner.

Compliance with the Comprehensive Plan

The property is designated Suburban Residential in the 2014 Comprehensive Plan with primary uses for single-family detached with a maximum density of six dwelling units per acre. The proposed development is for seven units on 2.11 acres.

Compliance with Other Applicable Plans

There are no other applicable plans associated with this property.

RN-7.5 Setbacks

The proposed minimum setbacks and dimensional standards for the development are as follows:

Building lot size minimum: 7,500 square feet
Minimum lot width: 75 feet
Minimum front and street side: 20 feet
Side: 7.5 feet
Rear setbacks: 10 feet
Maximum lot coverage: 40%

Building Height

The maximum building height is 28 feet. The custom homes will be designed to meet the maximum height.

Open Space

The RN zone district maximum building lot coverage of 40% defines the total open space for each lot.

Landscaping, Buffering and Fencing

The proposed landscape, buffer and fencing will be consistent with the adjacent subdivision.

Parks

Park land dedication and park development fees will be assessed for seven new homes and will be paid prior to the approval of the site plan.

Building Design

The building design for each lot will vary for each custom home that will need to meet the LDC building standards. The applicant has indicated it will be similar to the existing homes in terms of materials and quality of the existing homes adjacent to the property.

Circulation and Connectivity

Access to the site will be from Union Street into a cul-de-sac. West 82nd Avenue abuts the property to the site. West 82nd Avenue will be improved to collector street standards requiring additional right-of-way dedication, with curb, gutter and sidewalks.

Grading and Drainage

The 2.11 acre property generally slopes to the north and northeast. It also lies within the Little Dry Creek drainage basin and flows into Clear Creek. The runoff from the property will outfall into a 15-inch storm sewer in Union Street and drains to Little Dry Creek.

Parking and Loading

The required parking space for each lot is two off-street parking spaces. Each home will have a minimum of two car garages with driveways.

Utility Services

Dry utility providers (i.e. gas, electric, phone and cable services) will design and provide service to the area including telephone, cable television, and internet services. The service providers include Century Link, TDS, Public Service and Xcel Energy.

Police and Fire Protection

The Arvada Police Department (APD) will provide police service from the Whisper Creek Station at 14360 West 89th Drive. The Arvada Fire Protection District (AFPD) will serve the

development. A new fire station is constructed within Candelas development and will serve the site.

School District

Union Estates is within the Jefferson County R-1 School District (JeffCo). School land dedication fees-in-lieu will be assessed and paid by the applicant upon approval of the site plan.

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 Chapter 8 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 proposed annexation complies with the Municipal Annexation Act of 1965.
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 capable of being integrated into the City and developed in compliance with RN-7.5 zone district standards as well other City regulations.
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	All necessary utilities and facilities are available to serve and to connect to the public infrastructure when constructed.

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 RN-7.5 zone district is consistent with the Low Density Residential land use category and other applicable policies in the Comprehensive Plan.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The single-family detached homes are consistent with the intent of the RN-7.5.
3. Facilities and services (including sewage and	Complies	All facilities and services are

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.		available to serve the site. The applicant will also be improving West 82 nd Avenue to meet the collector street standard to include dedication of right-of-way, curb, gutter and sidewalk.
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 vacant lot will be developed for seven single-family detached homes. Other than during construction, there are no significant adverse impacts since the adjacent properties have been developed.
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 RN-7.5 is consistent with the existing neighborhoods area.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the project.

The Planning Commission finds that a recommendation to approve the DA2021-0023 is supported by the approval criteria.

The Planning Commission may recommend denial of the request if it cannot make affirmative findings of the approval criteria stated above.

NAME OF ANNEXATION: Union Estates

APPROXIMATE LOCATION: 12161 w 82nd Ave, Arvada Co (NW corner 82nd and Union)

**PETITION FOR ANNEXATION OF UNINCORPORATED
TERRITORY IN THE COUNTY OF Jefferson,
STATE OF COLORADO, TO THE CITY OF ARVADA,
STATE OF COLORADO**

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

The undersigned in accordance with the Municipal Annexation Act of 1965, Chapter 31, Article 12, C.R.S. 1973, as amended, hereby petitions the City Council of the City of Arvada for annexation to the City of Arvada of the following described unincorporated territory located in the County of Jefferson, State of Colorado, to wit:

LEGAL DESCRIPTION

In support of the said Petition, your Petitioner alleges that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Arvada.
2. No less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Arvada.
3. A community of interest exists between the territory proposed to be annexed and the City of Arvada.
4. The territory proposed to be annexed is urban or will be urbanized in the future.
5. The territory proposed to be annexed is integrated or is capable of being integrated with the City of Arvada.
6. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - a. is divided into separate parts or parcels without the written consent of the landowner, or landowners thereof.
 - b. comprising twenty acres or more which, together with the buildings and improvements situated thereon, has an assessed value in excess of two-hundred thousand dollars for an ad valorem tax purpose for the year preceding the annexation is included within the territory proposed to be annexed, without the written consent of the landowner or landowners thereof.
7. No annexation proceedings have been commenced by another municipality for the annexation of part or all of the area proposed herein to be annexed to Arvada.
8. Annexation of the territory proposed to be annexed will not result in detachment of area from any school district and the attachment of the same to another school district.
9. The Signer(s) of the Petition comprise(s) the landowner(s) of one hundred percent of the territory included in the area proposed to be annexed, exclusive of streets and alleys and any land owned by the annexing municipality.

Owner's Signature: _____

Address : 12650 W 54th DR ARVADA, 80002 UNIT A

Date of signing: 3/3/22

PROPERTY DESCRIPTION OF ANNEXATION PARCEL:

PARCEL A:

A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH P.M., JEFFERSON COUNTY, COLORADO CONSISTING OF A PORTION OF TRACT 22, DENVER VIEW GARDENS, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 2 AT PAGE 59A TOGETHER WITH A PORTION OF LOT 21, RUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 22; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 36.55 FEET TO A POINT 30 FEET NORTH OF THE PHYSICAL CENTER LINE OF WEST 82ND AVENUE (MAY 1995) AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 13 MINUTES, 10 SECONDS EAST A DISTANCE OF 225.02 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID TRACT 22, A DISTANCE OF 389.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 73.01 FEET OF LOT 21, RUSTIC ACRES; THENCE SOUTH 89 DEGREES, 43 MINUTES, 22 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 21 A DISTANCE OF 225.00 FEET TO THE WEST LINE OF SAID LOT 21; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 21 AND THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 384.94 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF LOT 21, RUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 73.01 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 22 SECONDS EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 225.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 73.01 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 89 DEGREES, 42 MINUTES, 23 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 225.00 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL C:

A TRACT OF LAND KNOWN AS THE EASTERLY 9.5 FEET OF BLOCK 21, DENVER VIEW GARDENS.

SAID TRACT BEING ALSO KNOWN AS A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 21, DENVER VIEW GARDENS; THENCE NORTH ALONG THE EAST LINE LINE OF SAID BLOCK 21, 630.55 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 21, 6 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 630.55 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 21, WHICH IS 9.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK 21; THENCE EAST ALONG SAID SOUTH LINE 9.5 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

ANNEXATION AREA CONTAINS: 91,995.1 SQUARE FEET OR 2.11 ACRES.

NOTES:

1.) THIS ANNEXATION MAP HAS BEEN PREPARED IN CONFORMANCE WITH CRS 31-12-104-(1).

2) FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 5509-373862 DATED FEBRUARY 9, 2022 AT 8:00 AM WAS USED FOR THE LEGAL DESCRIPTIONS AND RESEARCH OF EASEMENTS, RIGHTS-OF-WAY AND ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.

3.) FIELD SURVEY CONDUCTED JUNE, 2020, EXISTING SURVEY MONUMENTS AS RECOVERED AND LAND SURVEY PLATS ON RECORD WITH JEFFERSON COUNTY WERE USED IN BOUNDARY CALCULATIONS.

4.) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) A STRIP OF LAND LYING BETWEEN THE SUBJECT PROPERTY AND THE WESTERLY LINE OF LOTS 1A AND 2A OF THE HILLS OF STANLEY LAKE LOTS 1A AND 2A, A MINOR SUBDIVISION IS APPARENTLY REMNANT PORTIONS OF LOTS 18, 19, 20 AND 21 OF RUSTIC ACRES, BOOK 20, PAGE 36 THAT WERE NOT INCLUDED IN THE SUBSEQUENT PLATS OF THE HILLS AT STANLEY LAKE, RECEPTION NO. F0373561 OR THE HILLS OF STANLEY LAKE LOTS 1A AND 2A, A MINOR SUBDIVISION, RECEPTION NO. F0745360 AND IS NOT INCLUDED IN THIS ANNEXATION.

TABLE OF REMNANT PORTIONS OF LOTS 18-21, RUSTIC ACRES, BOOK 20, PAGE 36: DIMENSIONS ARE SHOWN APPROXIMATELY, FOR GENERAL INFORMATION PURPOSES ONLY AND BASED ON RECORDED PLAT DIMENSIONS. THESE PORTIONS OF LOTS ON THE ADJACENT PROPERTY WERE NOT INCLUDED IN THE SURVEY OR INCLUDED IN THIS ANNEXATION MAP.

A = THE WESTERLY PORTION OF LOT 21 RUSTIC ACRES, BOOK 36 (15.85' X 26.99').

B = THE WESTERLY PORTION OF LOT 20 RUSTIC ACRES, BOOK 36 (15.85' X 100').

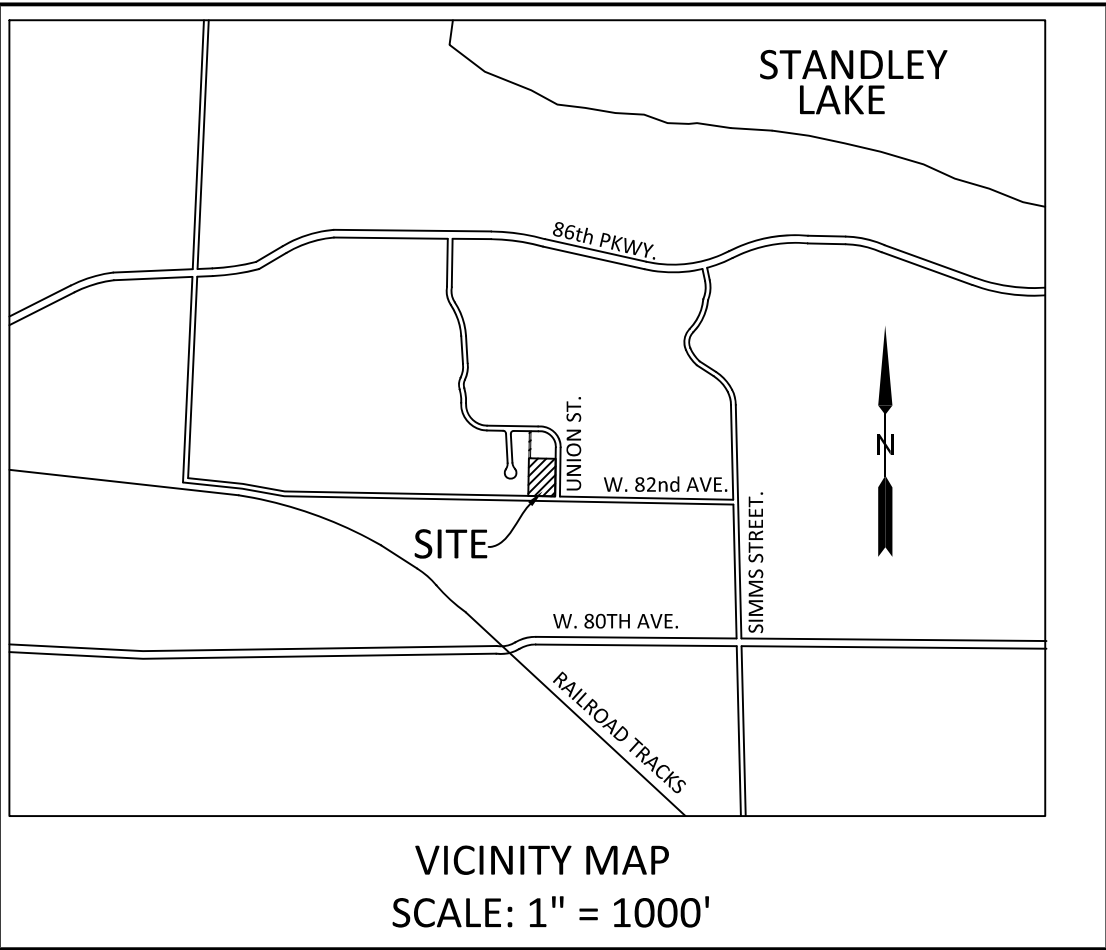
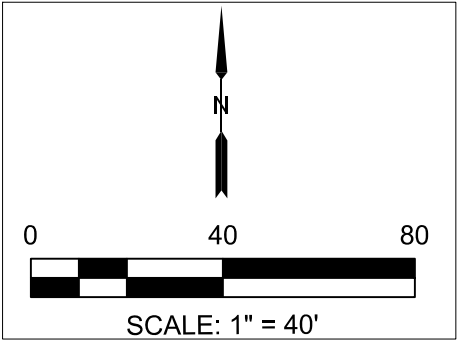
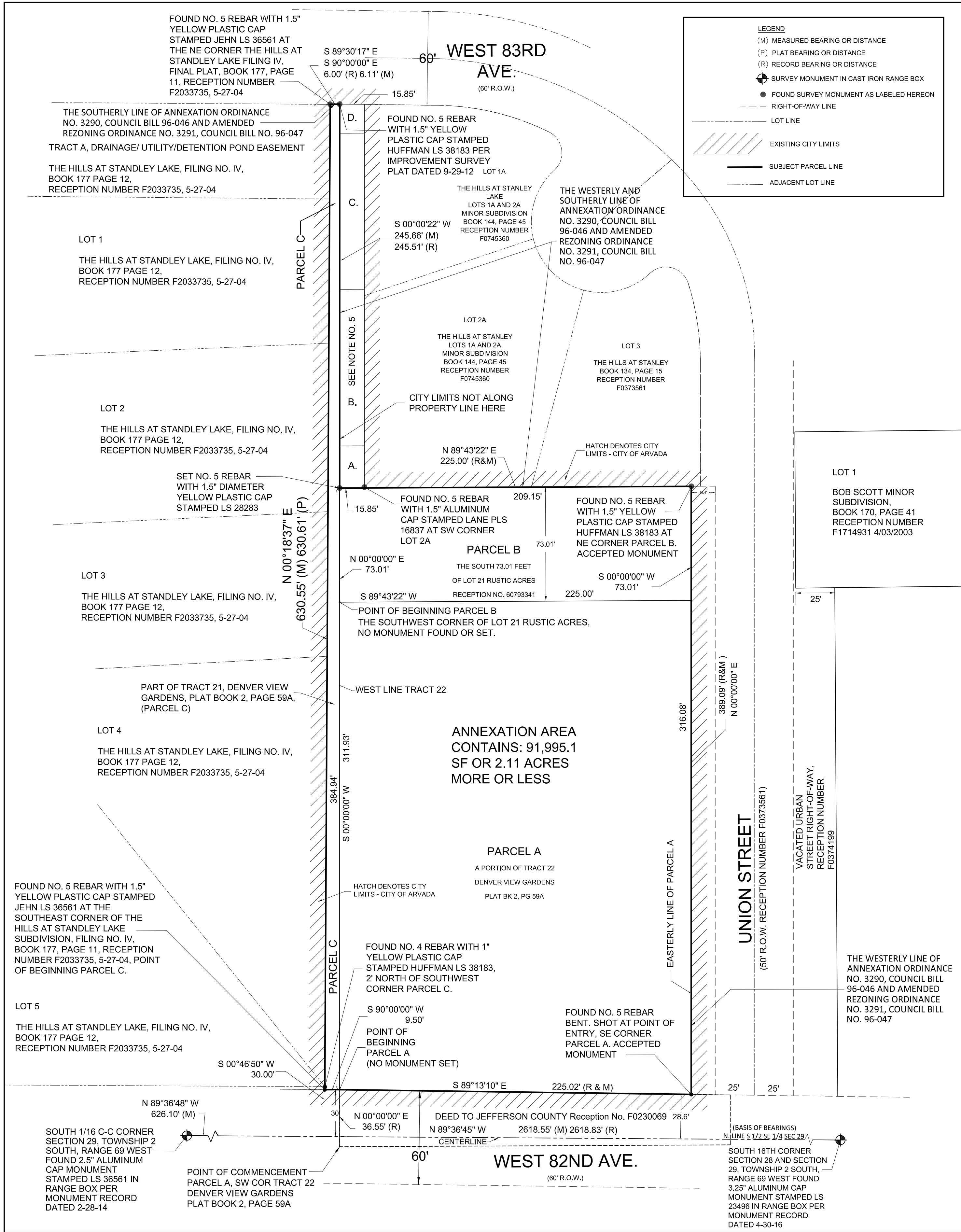
C = THE WESTERLY PORTION OF LOT 19 RUSTIC ACRES, BOOK 36 (15.85' X 100').

D = THE WESTERLY PORTION OF LOT 18 RUSTIC ACRES, BOOK 36 (15.85' X 18.44' +/-).

6.) BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M. IS ASSUMED TO BEAR SOUTH 89°36'45" EAST BETWEEN A FOUND 2.5 INCH DIAMETER ALUMINUM CAP STAMPED LS 36561 IN RANGE BOX AT THE SOUTH 1/16TH, CENTER-CENTER CORNER OF SECTION 29 AND A FOUND 3.25 INCH DIAMETER ALUMINUM CAP MONUMENT STAMPED LS 23496 IN RANGE BOX AT THE SOUTH 1/16TH CORNER SECTIONS 28 AND 29 TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.

UNION ESTATES ANNEXATION MAP

PARCELS OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO.



TOTAL ANNEXATION AREA: 91,995.1 SQUARE FEET OR 2.11 ACRES.

TOTAL BOUNDARY ANNEXATION: 1730.93 LINEAR FEET.

TOTAL BOUNDARY CONTIGUOUS WITH CITY LIMITS: 1469.42 LINEAR FEET.

CONTIGUITY STATEMENT:

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1730.93 LINEAR FEET.

ONE-SIXTH OF TOTAL PERIMETER OF AREA = 288.49 LINEAR FEET.

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 1715.08 LINEAR FEET.

THE TOTAL CONTIGUOUS PERIMETER IS 99%, WHICH EXCEEDS THE 1/6 AREA REQUIRED.

SURVEYOR'S CERTIFICATION:

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) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

ROBERT A. RICKARD, CO PLS NO. 28283
FOR AND ON BEHALF OF
ROCK CREEK SURVEYING, LLC

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS ____ DAY OF ____, 20__.

MAYOR: _____ ATTEST: _____
CITY CLERK

ORDINANCE NUMBER (S) _____

CLERK AND RECORDER:

RECEPTION NUMBER _____

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN COLORADO ON THIS ____ DAY OF ____, 20__ AT ____ O'CLOCK.

BY: _____
JEFFERSON COUNTY CLERK AND RECORDER

DEPUTY CLERK _____

PREPARED BY:
ROCK CREEK SURVEYING, LLC
3021 GARDENIA WAY
SUPERIOR, COLORADO 80027
(303) 521-7376

06/07/2022

SHEET 1 OF 1

PARCELS OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER
OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL A:

A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH P.M., JEFFERSON COUNTY, COLORADO CONSISTING OF A PORTION OF TRACT 22, DENVER VIEW GARDENS, A SUBDIVISION RECORDED IN THE PLAT BOOK 20 AT PAGE 36 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 22 THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 384.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 13 MINUTES, 10 SECONDS EAST A DISTANCE OF 225.02 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID TRACT 22, A DISTANCE OF 389.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 73.01 FEET OF LOT 21, RUSTIC ACRES; THENCE SOUTH 89 DEGREES, 13 MINUTES, 10 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 21 A DISTANCE OF 225.00 FEET TO THE WEST CORNER OF LOT 21; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 21 AND THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 384.94 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

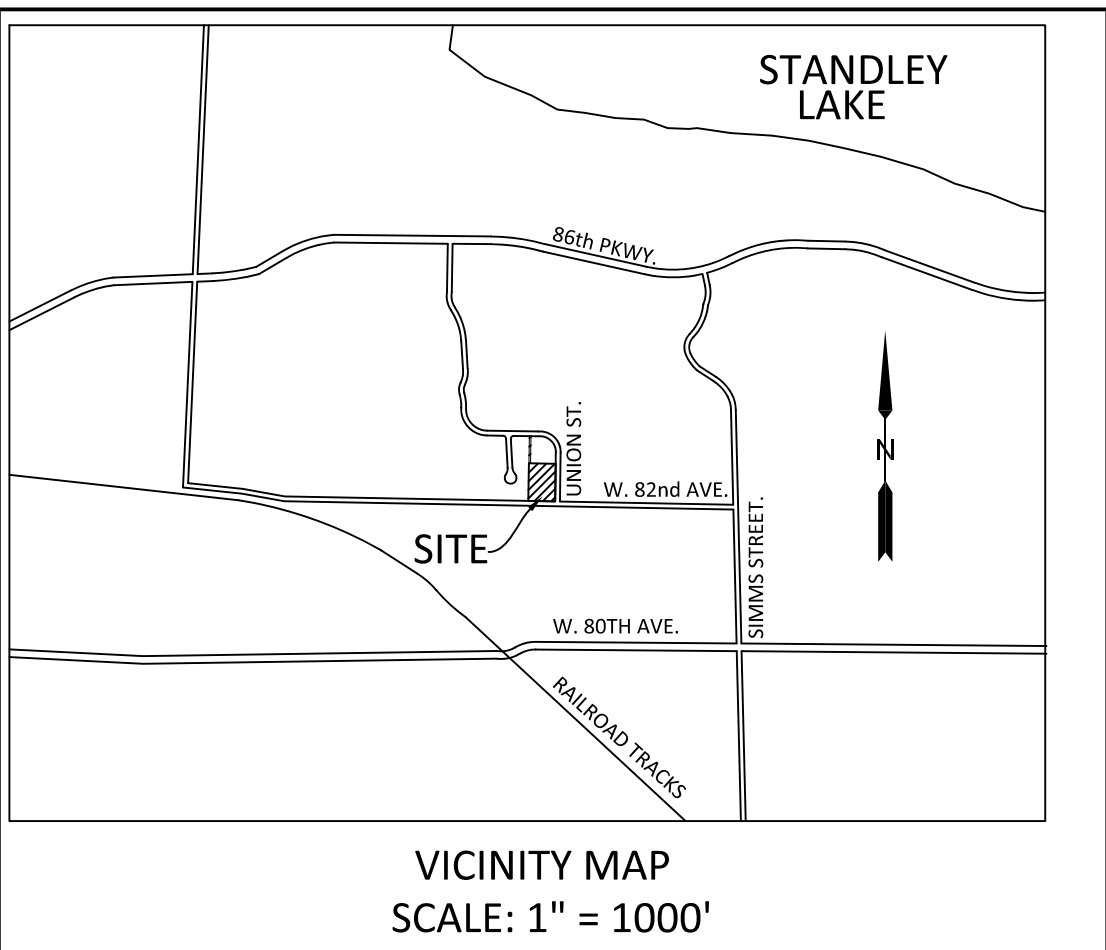
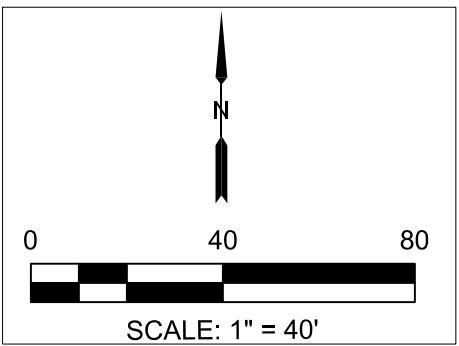
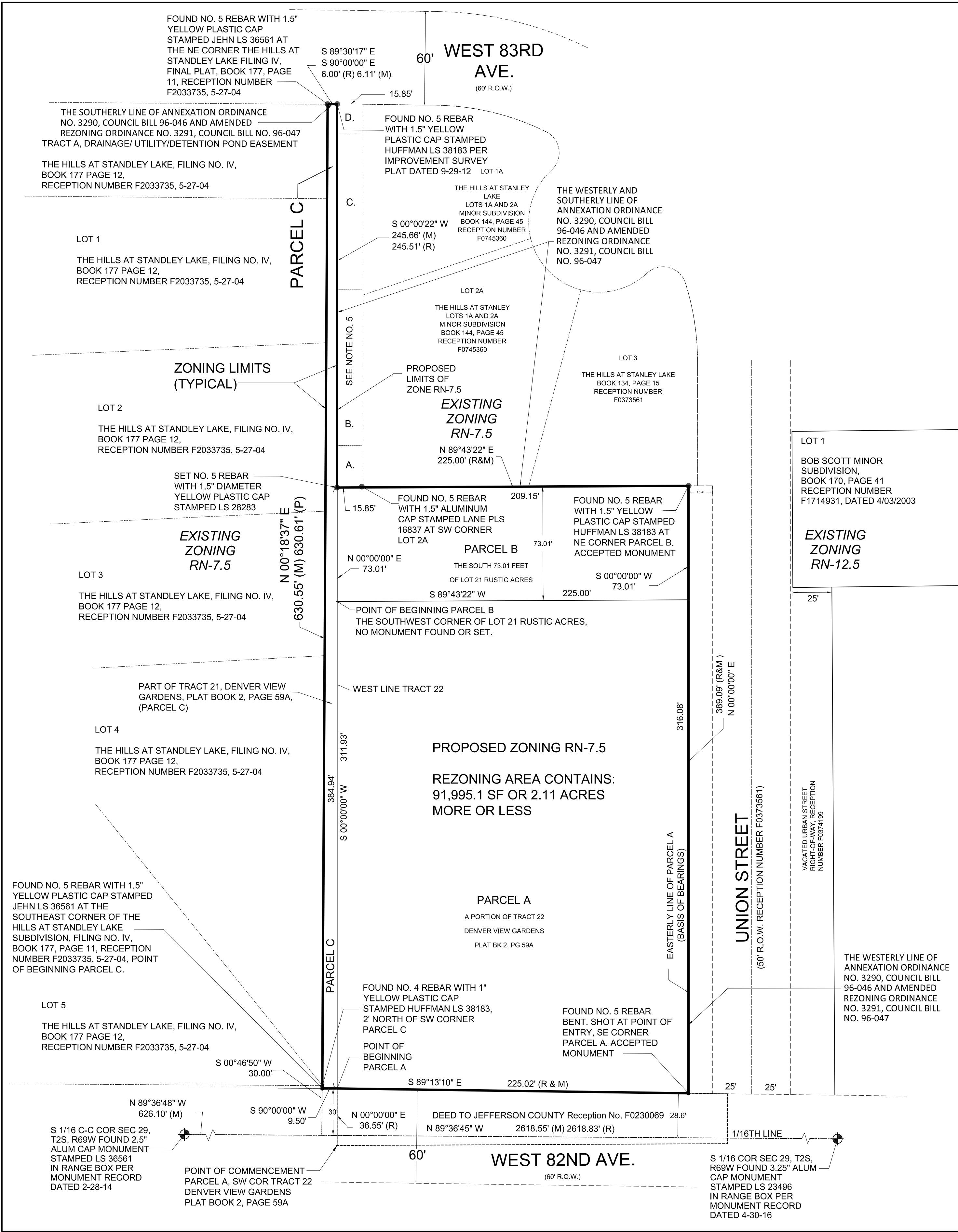
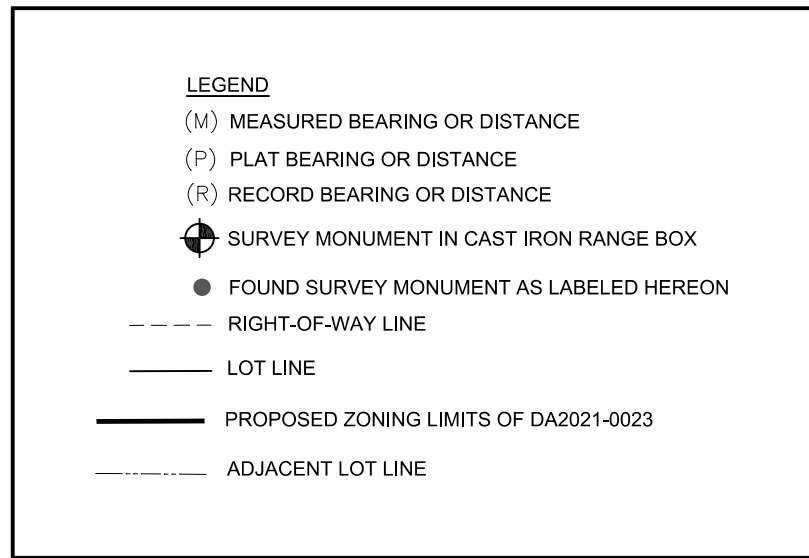
THAT PORTION OF LOT 21 JUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 73.01 FEET, THENCE NORTH 89 DEGREES 45 MINUTES 22 SECONDS EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 1.01 FEET, THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 1.01 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 89 DEGREES, 42 MINUTES, 23 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 225.00 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL C

A TRACT OF LAND KNOWN AS THE EASTERLY 9.5 FEET OF BLOCK 21, DENVER VIEW GARDENS.

SAID TRACT BEING ALSO KNOWN AS A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 21, DENVER VIEW GARDENS; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 21, 630.55 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 21, 6 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 630.55 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 21, WHICH IS 9.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK 21; THENCE EAST ALONG SAID SOUTH LINE 9.5 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

ZONING AREA CONTAINS: 91,995.1 SQUARE FEET OR 2.11 ACRES



NOTES:

1.) THIS ZONING MAP HAS BEEN PREPARED AS PART OF CITY OF ARVADA DEVELOPMENT APPLICATION NO. DA2021-0023.

2) FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 5509-3738262 DATED FEBRUARY 9, 2022 AT 8:00 AM WAS USED FOR THE LEGAL DESCRIPTIONS AND RESEARCH OF EASEMENTS, RIGHTS-OF-WAY AND ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.

3.) FIELD SURVEY CONDUCTED JUNE, 2020.

4.) BASIS OF BEARINGS: THE EAST LINE OF PARCEL B IS ASSUMED TO BEAR NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST BETWEEN A FOUND NO. 5 REBAR AT THE SOUTHEAST CORNER OF SAID PARCEL B AND A FOUND NO. 5 REBAR WITH 1.5 INCH YELLOW PLASTIC CAP STAMPED LS 38183 AT THE NORTHEAST CORNER OF SAID PARCEL B.

5.) A STRIP OF LAND LYING BETWEEN THE SUBJECT PROPERTY AND THE WESTERLY LINE OF LOTS 1A AND 2A OF THE HILLS AT STANLEY LAKE LOTS 1A AND 2A, A MINOR SUBDIVISION IS APPARENTLY REMNANT PORTIONS OF LOTS 18, 19, 20 AND 21 OF RUSTIC ACRES, BOOK 20, PAGE 36 THAT WERE NOT INCLUDED IN THE SUBSEQUENT PLATS OF THE HILLS AT STANLEY LAKE, RECEPTION NO. F0373561 OR THE HILLS AT STANLEY LAKE LOTS 1A AND 2A, A MINOR SUBDIVISION, RECEPTION NO. F0745360 AND IS NOT INCLUDED IN THIS REZONING.

TABLE OF REMNANT PORTIONS OF LOTS 18-21, RUSTIC ACRES, BOOK 20, PAGE 36:
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THE ADJACENT PROPERTY WERE NOT INCLUDED IN THE SURVEY OR INCLUDED IN THIS
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D = THE WESTERLY PORTION OF LOT 18 RUSTIC ACRES, BOOK 36 (15.85' X 18.44' +/-)

PREPARED BY:
ROCK CREEK SURVEYING, LLC
3021 GARDENIA WAY
SUPERIOR, COLORADO 80027
(303) 521-7376

06/07/2022

SHEET 1 OF 1

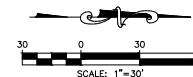
LOTS 3, 4 AND 5 WILL REQUIRE FIRE SPRINKLER SYSTEMS. FIRE DEPARTMENT ACCESS CANNOT BE PROVIDED TO WITHIN 150 FEET OF ALL EXTERIOR WALLS.

UNION ESTATES SITE PLAN

LOTS 1-7 AND TRACTS A AND B, UNION ESTATES - MINOR PLAT LOCATED IN THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.

CONTRACTOR TO
VERIFY EXISTING
UTILITIES PRIOR
TO CONSTRUCTION

PLAN VIEW
SCALE: 1" = 30'



PROJECT BENCHMARK:

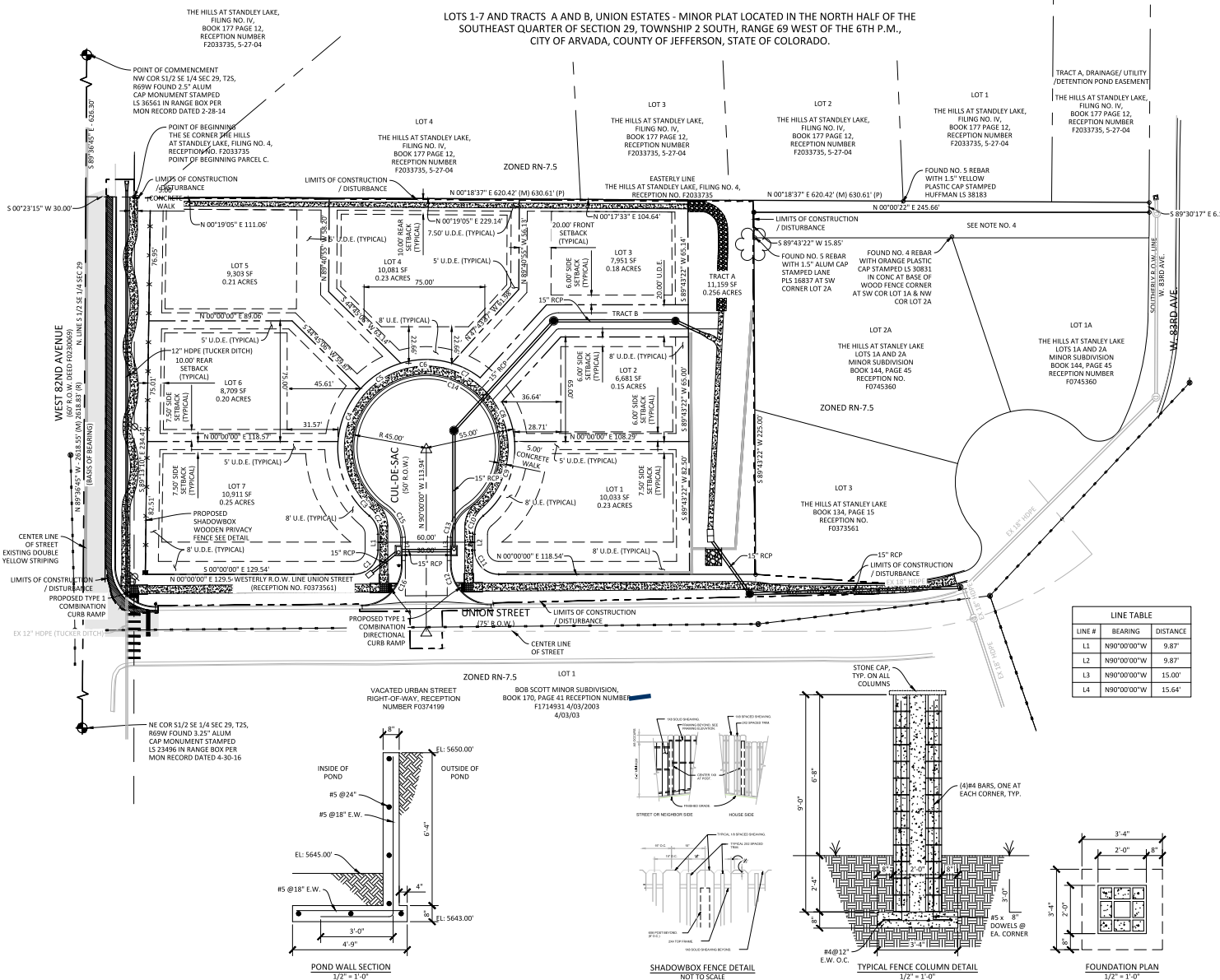
CITY OF ARVADA BENCHMARK #913
2" BRASS CAP CENTERED IN BACK OF CURB AT THE SOUTHWEST CORNER OF 72ND
AVENUE AND KIPLING ST.
CITY OF ARVADA DATUM = 5539.60
SITE DATUM = 5539.95

LEGEND

- | | |
|-----------|---|
| ● | SET NO. 5 REBAR WITH ORANGE PLASTIC CAP, PLS 28283 |
| ○ | FOUND REBAR AS NOTED |
| ⊕ | FOUND RANGE BOX AS NOTED |
| — — — — — | SECTION LINE |
| ===== | PARCEL BOUNDARY LINE |
| — — — — — | PROPOSED LOT LINE |
| - - - - - | PROPOSED EASEMENT LINE |
| — — — — — | EXISTING PROPERTY LINE |
| — — — — — | EXISTING CENTERLINE |
| ● | SET NO. 5 REBAR, 18 INCH LENGTH, WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 28283. |
| ◁ | SET NO. 3 REBAR, 30 INCH LENGTH, WITH 2.5-INCH DIAMETER ALUMINUM CAP STAMPED LS 28283 IN RANGE BOX. |
| ===== | TUCKER DITCH CENTERLINE |
| ■ | FENCE COLUMN |
| — — — — — | LIMITS OF CONSTRUCTION / DISTURBANCE |

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.56	15.00	90°00'00"	N45°00'00"W	21.21'
C2	13.09	15.00	49°59'41"	S65°00'09"W	12.68'
C3	52.00	55.00	54°10'33"	N67°05'35"E	50.09'
C4	36.38	55.00	37°53'57"	S66°52'10"E	35.72'
C5	30.00	55.00	31°15'00"	S37°17'42"E	29.63'
C6	32.00	55.00	33°20'24"	S00°00'00"E	31.55'
C7	19.96	55.00	20°49'04"	S27°04'40"E	19.87'
C8	26.18	55.00	27°16'22"	S72°10'57"W	25.93'
C9	52.00	55.00	54°10'33"	N67°05'35"E	50.09'
C10	13.09	15.00	49°59'41"	S65°00'09"E	12.68'
C11	23.56	15.00	90°00'00"	N45°00'00"E	21.21'
C12	31.45	25.00	90°24'06"	N47°47'57"E	35.48'
C13	24.66	25.00	55°25'30"	S62°25'30"E	21.35'
C14	228.00	25.00	290°18'01"	S00°00'00"E	51.43'
C15	24.66	25.00	55°25'30"	S62°25'30"E	21.35'
C16	39.09	25.00	89°34'39"	N11°42'14"W	35.32'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N90°00'00"W	9.87
L2	N90°00'00"W	9.87
L3	N90°00'00"W	15.00
L4	N90°00'00"W	15.64



\\users\patrick.s.domagall\documents\alliance consulting\20018 12161 W 62ND AVE ARVADA\DWG\WORKING DRAWINGS\SITE PLAN.DWG PLOTTED: 5/26/2022

SCALE VERIFICATION

Call utility notification center of Colorado
2-business days in advance before you dig.
Dig! Safely! 1-800-922-1987
www.digsafely.com

ON-BAR IS ONE INCH OR SMALLER DRAWING

IF NOT MARKED ON THE SHEET
ADJUST SCALES ACCORDINGLY

REUSE OF DOCUMENT

THE DESIGN AND CONSTRUCTION OF PROFESSIONAL SERVICES ARE THE PROPERTY OF THE CONSULTANTS AND ENGINEERS. ANY REUSE OF ANY OTHER PORTION WITHOUT AUTOMATIC PERMISSION IS PROHIBITED.

[illegible]

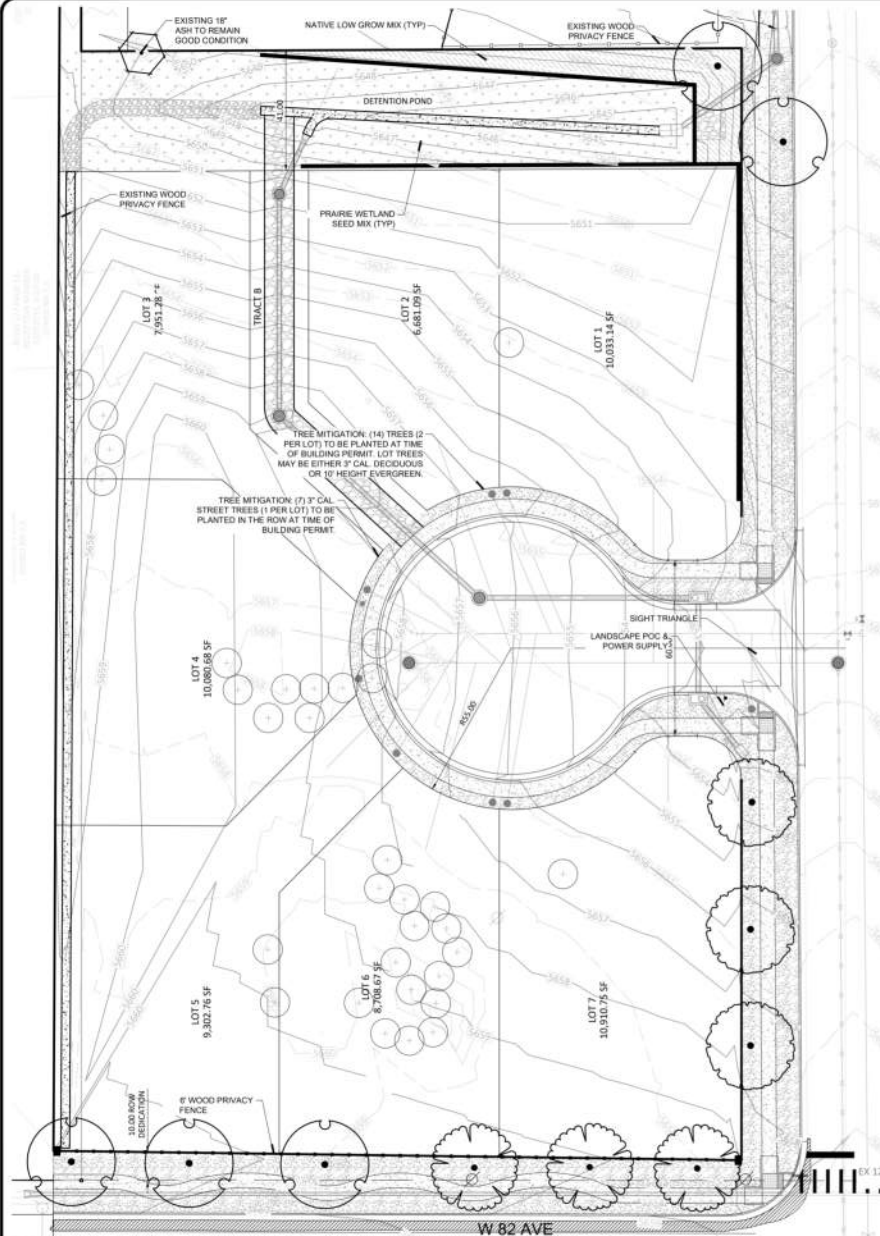
**Alliance Consulting
Engineers & Surveyors**

16415 W. BETH LAKE, SUITE B • AURORA, CO. 80007 • PH: (720) 625-1571

"PLANNING • ENGINEERING • CONSTRUCTION MANAGEMENT"
"PROJECT MANAGEMENT • SURVEYING"

UNION ESTATES
SITE PLAN

DRAWN BY: PSD	DESIGNED BY: DEM	DRAWING NAME: SITE PLAN	APPROVED BY:
JOB NUMBER: 20018			
DATE: 5/26/2022			
SCALE: 1" = 30'			
SHEET NO: P2 of 5			



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	QTY FOR REFERENCE ONLY - NOT TO SCALE	QTY FOR REFERENCE ONLY - NOT TO SCALE
CS	3		CATALPA SPECIOSA / CATALPA	8.8	1' CAL
CO	8		CELASTRUS OCCIDENTALIS / COMMON HONEYSUCKER	8.8	1' CAL
GM	6		GUERCUS MUEHLBERGII / CHAMPAGNE OAK	8.8	1' CAL
EX-REMOVED	32		REMOVED AS INDICATED - EXISTING TREES TO BE REMOVED	32	
EX-REMOVED	1		TO REMAIN - PROTECT DURING CONSTRUCTION - EXISTING TREE TO REMAIN	1	
MULCH	QTY		BOTANICAL / COMMON NAME	QTY	
RM	9,780 SF		ROCK MULCH - RUBBER ROCK 1/2" PER SWAMP APPROVAL - PLACE TO A UNIFORM DEPTH OF 3"	MULCH	
SOIL/SEED	QTY		BOTANICAL / COMMON NAME	QTY	
LOBS	1,488 SF		LOW GROW NATIVE SEED MIX - PRAIRIE BUTTER SEED CO. 5.00/1000 SF - TEMPORARILY IRRIGATED LOW GROW MIX	9600	
LOB	6,534 SF		PRAIRIE WETLAND SEED MIX - ANIRADIS VALLEY SEED SOLUTIONS TO REMAIN	SEED	

- A. Single Family Residential Front Yard Landscaping Requirements. Prior to the issuance of a certificate of occupancy, single family or two-family residences on lots containing less than 6,000 square feet of land area shall be landscaped as follows:
- Tree leaves and front setback areas shall be landscaped with trees, turf, low ground covers, shrubs, or flowers (unless such setback areas are adjacent to designated open spaces).
 - Subject to documented soil difficulties, shrubs shall be planted at a maximum spacing of 5 feet on center along all building foundations facing the street.
 - At least one ornamental, shade, or evergreen tree shall be installed in the front setback area.
 - Tree leaves shall contain street trees spaced at a maximum of one tree per 40 linear feet.
 - Fencing for interior lots will be by the individual lot owners, in accordance with City standards.

- B. Residential Common Area Landscaping Requirements. Prior to issuance of a certificate of occupancy, all common areas in single family and multifamily residential developments shall be landscaped as follows:
- Landscape Locations. All front setback areas (except setbacks adjacent to designated open spaces), including driveways, access lanes, and sidewalks, shall be landscaped.
 - Foundation Planting Requirement. Barriers documented soil difficulties, shrubs shall be planted at the rate of at least 20 shrubs per 100 linear feet of building facade visible from street, sidewalks, or public lands. Foundation plantings may be clustered to provide street and access way features such as building entries.
 - Entrway Planting Requirement. Barriers documented soil difficulties, a landscaped area with minimum dimensions of at least 5 feet shall be provided at (a) the primary entrance to the development, and (b) at least one primary pedestrian entrance to the primary structure.

Tree Mitigation: 80 caliper inches to be mitigated. 20 inches are mitigated with street trees leaving 60 caliper inches remaining (9 inches per individual lot). Caliper inches must be mitigated at time of building permit or a fee-in-lieu of \$300 per inch will be charged.

Tree Mitigation: A minimum of (3) 3" caliper deciduous trees, or 10' tall evergreen trees, will be installed on each lot or adjacent ROW at time of building permit.

LANDSCAPE TREE REQUIREMENTS

STREET	LENGTH OF FRONTAGE (LF)	REQUIRED TREES	PROVIDED TREES
UNION ST	329	8	5*
B2ND ST	225	6	6
CUL-DE-SAC	284	7	7*

* Trees in the cul de sac will be planted in the front yard for each lot at the time of landscaping in the building permit and construction process

Prairie Wetland Seed Mix

PRSD Prairie Wetland Mix

- (14%) Abundant Bulrush
- (14%) Prairie Cordgrass
- (10%) Indian Grass
- (14%) Big Bluestem
- (8%) Three Square Bulrush
- (8%) Soft Stem Bulrush
- (8%) Oenothera Threepetals Bulrush
- (8%) Meadow Sedge
- (8%) Blunt Rush
- (8%) Popcorn Sedge
- (8%) Windmill Grass
- (8%) Loma Sedge
- (2%) Woody Grass

BROADCAST @ 10 lbs/Acre (PLS)

Native Low Grow Mix

PRSD Native Low Grow Mix

- (25%) Idaho Fescue
- (25%) Sandberg Bluegrass
- (25%) Rocky Mountain Fescue
- (25%) Sheep Fescue

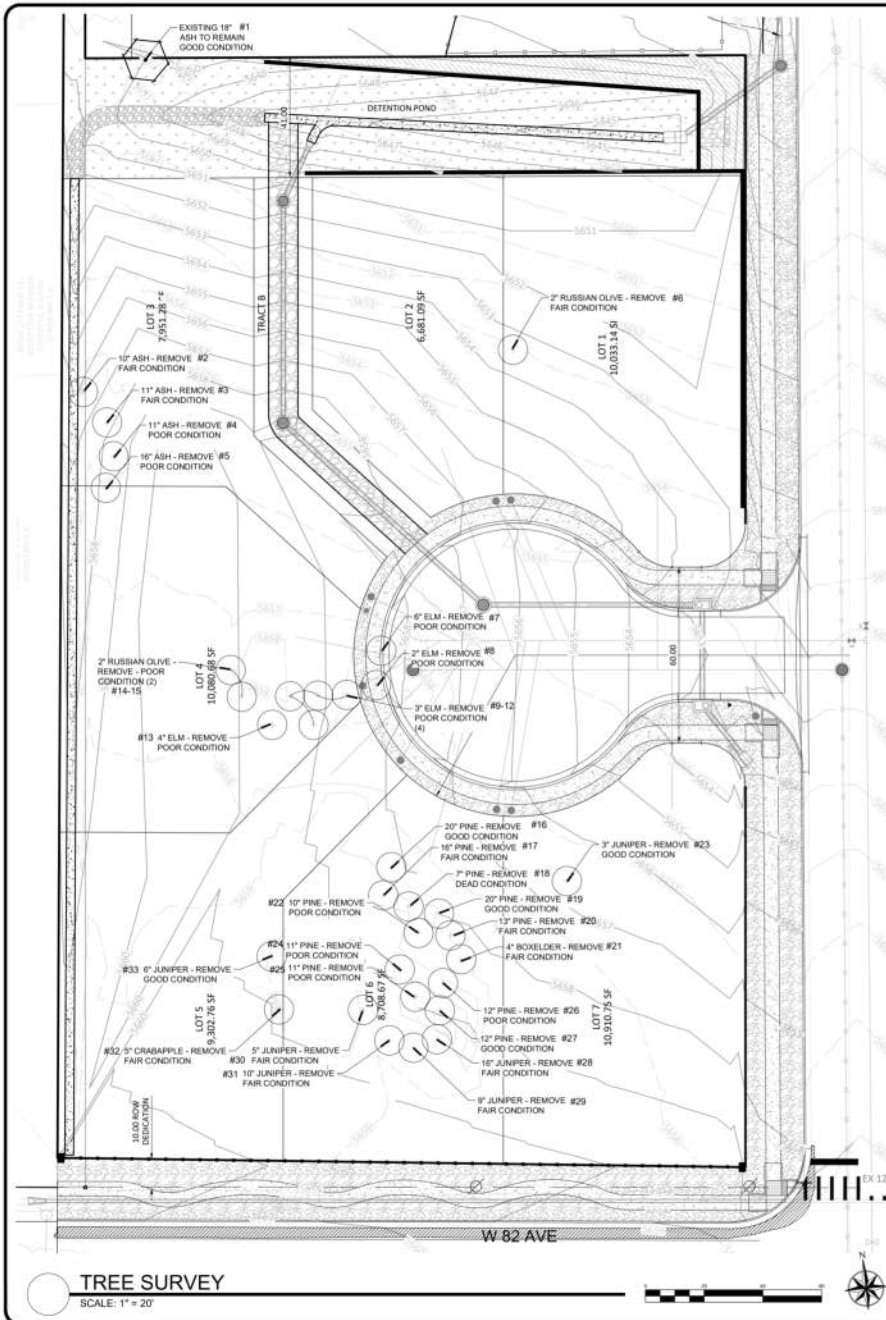
BROADCAST @ 5 lbs/1000 (PLS)

UNION ESTATES
ARVADA, CO

FINAL LANDSCAPE PLAN

PROJ. NO.
DATE: 09.04.21
SCALE: See Sheet
DRAWN: JRO
CHKD BY: NAM
SHEET L10

City File #



PLANT SCHEDULE						QTY FOR REFERENCE ONLY (NOT A CONTRACT ITEM PLAN)	
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONST	GAL		
	CS	3	CATALPA SPECIOSA / CATALPA		8.8 B	2' GAL	
	CD	3	CELASTRUS OCCIDENTALIS / COMMON HUCKLEBERRY		8.8 B	2' GAL	
	QM	6	QUERCUS MUhlenBERGII / CHINQUAPIN OAK		8.8 B	2' GAL	
	EX-RM	32	REMOVE AS INDICATED / EXISTING TREES TO BE REMOVED		EX		
	EX-RET	1	TO REMAIN / PROTECT DURING CONSTRUCTION - EXISTING TREE TO REMAIN		EX		
MULCHES	CODE	QTY	BOTANICAL / COMMON NAME	CONST	FIELD		
	RM	5,786 SF	ROCK MULCH - RIVER ROCK 1" / 2" PER OWNER APPROVAL PLACE TO A UNIFORM DEPTH OF 2"			MULCH	
SOIL/SEED	CODE	QTY	BOTANICAL / COMMON NAME	CONST	FIELD		
	LOBS	1,488 SF	LOW GROWN NATIVE SEED MIX / PRAIRIE BUTTER SEED CO. 5,000,000 SF TEMPORARILY IRRIGATED LOW GROW MIX			SEED	
	LOS	6,534 SF	PRAIRIE WETLAND SEED MIX / ARIZONA VALLEY SEED SOLUTIONS TO REMAIN			SEED	

Tree Mitigation: A minimum of (3) 3" caliper deciduous trees, or 10' tall evergreen trees, will be installed on each lot or adjacent ROW at time of construction.

Tree Mitigation: 80 caliper inches to be mitigated. 20 inches are mitigated with street trees leaving 60 caliper inches remaining (9 inches per individual lot). Caliper inches must be mitigated at time of building permit or a fee-in-lieu of \$300 per inch will be charged

UNION ESTATES - ARVADA, CO

TREE INVENTORY CHART

TREE #	SPECIES	DIAMETER INCHES	CONDITION	MITIGATION VALUE	COMMENTS
1	Fraxinus	18	Good		To remain - protect during construction
2	Fraxinus	10	Fair		To be removed
3	Fraxinus	11	Fair		To be removed
4	Fraxinus	11	Poor		To be removed
5	Fraxinus	16	Poor		To be removed
6	Eleagnus	3	Fair		To be removed
7	Ulmus	6	Poor		To be removed
8	Ulmus	2	Poor		To be removed
9	Ulmus	3	Poor		To be removed
10	Ulmus	3	Poor		To be removed
11	Ulmus	3	Poor		To be removed
12	Ulmus	3	Poor		To be removed
13	Ulmus	4	Poor		To be removed
14	Eleagnus	3	Poor		To be removed
15	Eleagnus	2	Poor		To be removed
16	Pinus	20	Good		To be removed
17	Pinus	16	Fair		To be removed
18	Pinus	7	Dead		To be removed
19	Pinus	20	Good		To be removed
20	Pinus	13	Fair		To be removed
21	Acer	4	Fair		To be removed
22	Pinus	10	Poor		To be removed
23	Juniperus	3	Good		To be removed
24	Pinus	11	Poor		To be removed
25	Pinus	11	Poor		To be removed
26	Pinus	12	Poor		To be removed
27	Pinus	12	Good		To be removed
28	Juniperus	10	Fair		To be removed
29	Juniperus	9	Fair		To be removed
30	Juniperus	10	Fair		To be removed
31	Juniperus	6	Fair		To be removed
32	Melia	5	Fair		To be removed
33	Juniperus	6	Good		To be removed

GENERAL NOTES

(Note: All references to "Contractor" are specific to "Landscape Contractor" unless noted as "General or other type of Contractor")

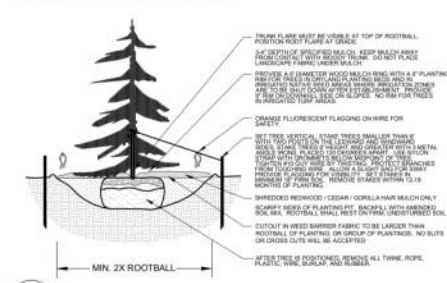
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF MATERIALS NEEDED TO COMPLETE THIS PLAN IN THE FIELD. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND CONDITIONS IN THE FIELD. SUBSTITUTIONS OF PLANT MATERIAL ARE NOT ALLOWED WITHOUT APPROVAL FROM LANDSCAPE ARCHITECT GIVEN PRIOR TO INSTALLATION. GRAPHIC CITY'S PREVAL OVER WRITTEN CITY'S. PRIOR TO COMMENCEMENT OF WORK THE LANDSCAPE CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING AND SCOPE OF WORK.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL LANDSCAPE SHOWN ON THIS PLAN. ANY DEFICIENCIES OR DEVIATIONS FROM THIS PLAN ARE TO BE APPROVED BY OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT. ANY CHANGES FROM THE APPROVED PLANS MAY REQUIRE APPROVAL FROM THE CITY OR COUNTY PLANNING DEPARTMENTS. LANDSCAPE CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS NECESSARY TO FURNISH SCOPE OF WORK AS SHOWN PER PLAN.
- EXISTING TOPSOIL IS TO BE STOCKPILED AND USED TO ESTABLISH FINAL GRADES WITHIN LANDSCAPE AREAS. ALL STOCKPILED SOIL MUST BE CLEARED OF WEEDS, ROCKS AND DEBRIS BEFORE REUSE. ALL BERMED PLANTING BEDS TO BE CREATED WITH IMPORTED TOPSOIL.
- GENERAL CONTRACTOR TO RE-SPEAD STOCKPILED SOIL AND ESTABLISH ROUGH GRADE CONDITIONS TO THE FOLLOWING SPECIFICATIONS:
 - 1" BELOW CURB FOR ALL SLOODED AREAS.
 - 2" BELOW CURB FOR ALL SLOODED AREAS.
 - 4" BELOW CURB FOR ALL PLANTING, ROCK AND MULCH BEDS.
- CONTRACTOR TO TILL PARKING LOT ISLANDS TO A DEPTH OF 30".
- AMEND ALL PLANTING BEDS WITH CLASS 1 COMPOST. APPLY AT RATE OF 3 CYCDS. PER 1000 SQUARE FEET TO ALL PLANTING BEDS AND MANICURED LAWN AREAS. 2 CYCDS. PER 1000 SQUARE FEET FOR SLOODED AREAS. TILL MIXING THOROUGHLY INTO THE UPPER 8" OF SOIL.
- FINE GRADE TO BE ESTABLISHED BY LANDSCAPE CONTRACTOR. FINE GRADE SHALL BE FREE OF ROCKS AND DEBRIS. FINE GRADE IN SEED AREAS SHALL BE FREE FROM ROCKS AND DEBRIS 1/2" AND GREATER. FINE GRADE IN SLOODED AREAS SHALL BE FREE FROM ROCKS AND DEBRIS 3/4" AND GREATER. CONTRACTOR TO REPORT ANY POOR DRAINAGE CONDITIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR IS TO PROVIDE VERIFICATION THAT ALL SOD AND SEED IS OF THE SPECIES SHOWN ON THIS PLAN. NO SUBSTITUTIONS WILL BE ALLOWED. SOD TO BE Laid WITH TIGHT STAGGERED EDGES AND BE ROLLED AFTER INSTALLATION. SEED AREAS CANNOT BE SUBSTITUTED WITH SOD.
- MULCH: ALL PLANTING BEDS THAT CALL FOR WOOD MULCH TO RECEIVE 4" ORGANIC SHREDED BARK MULCH. SHREDED MULCH IS TO BE OF FIBROUS MATERIAL, NOT CHIPS OR CHUNKS. NO FABRIC IS TO BE PLACED UNDER WOOD/ORGANIC MULCH. ALL MULCH BEDS ARE TO BE SPRAYED WITH WATER AFTER INSTALLATION TO HELP MULCH TO MAT DOWN.

ALL AREAS THAT CALL FOR COBBLE/ROCK MULCH TO RECEIVE MIN. 3" DEPTH. UNLESS NOTED OTHERWISE, USE QUICK RELEASE ORGANIC PRE-EMERGENT HERBICIDE FOR ALL MULCHED AND PERENNIAL/PLANTING BEDS (AND FOR COBBLE/AGGREGATE AREAS WITH SLOPES EXCEEDING 3:1 GRADE).

TREES IN COBBLE/ROCK MULCH SOD AND SEED AREAS TO RECEIVE 4" DIAMETER OF WOOD MULCH RING. 3" DEEP. SHRUBS AND GROUNDCOVERS IN COBBLE/ROCK MULCH SOD AND SEED AREAS TO RECEIVE A WOOD MULCH RING AT 2X DIAMETER OF ROOT BALL. 3" DEPTH. NO FABRIC UNDERLAYMENT IN WOOD MULCH RINGS.

NOTES

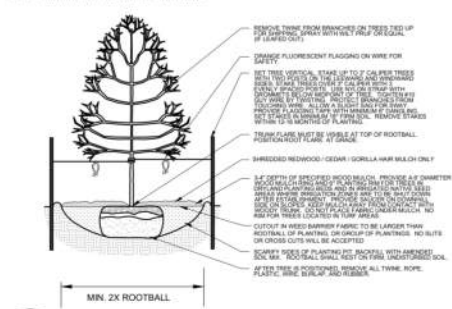
- DO NOT REMOVE OR CUT LEADER.
- PRUNE ONLY DEAD OR BROKEN BRANCHES IMMEDIATELY PRIOR TO PLANTING.
- DO NOT REMOVE ANY DOUBLE LEADERS. UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
- AMENDED BACKFILL SHALL BE AS STATED ON THIS SHEET.
- MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
- PRUNE AND SPRUCE TREES TO BE SPRAYED FOR IPS BARK BEETLE PRIOR TO PLANTING. COORDINATE WITH CITY FORESTRY.
- FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.
- ALL TREES TO BE DEEP WATERED AT TIME OF PLANTING.



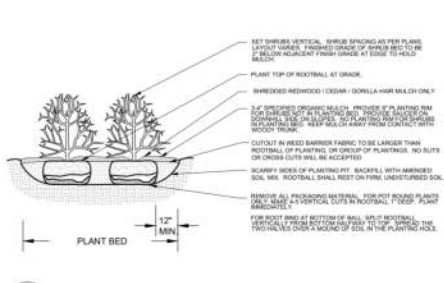
1
L2.0
EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

NOTES

- MARK THE NORTH SIDE OF TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE.
- AT TIME OF PLANTING, DO NOT REMOVE OR CUT LEADER AND PRUNE ONLY DEAD OR BROKEN BRANCHES. CROSS OVER BRANCHES, AND HEAVY OR NARROW CROTCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
- STRUCTURAL PRUNING SHOULD NOT BEGIN UNTIL AFTER ESTABLISHMENT PERIOD, USUALLY TWO GROWING SEASONS.
- KEEP PLANTS MOIST AND SHADED UNTIL PLANTING.
- DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON.
- AMENDED BACKFILL SHALL BE AS STATED ON THIS SHEET.
- WRAP TRUNK ON EXPOSED SITES AND SPECIES WITH BARK. USE ELECTRICAL OR DUCT TAPE, NOT TWINE.
- COORDINATE WITH CITY FORESTRY FOR CURRENT INSECT AND DISEASE RECOMMENDATIONS PRIOR TO PLANTING.
- DEEP WATER ALL PLANTS AT TIME OF PLANTING.



2
L2.0
DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE



3
L2.0
SHRUB PLANTING DETAIL
NOT TO SCALE

IRRIGATION NOTES

ALL TURF AREAS TO BE IRRIGATED WITH AN AUTOMATIC POP-UP SPRINKLER SYSTEM. ALL SHRUBS BEDS TO BE IRRIGATED WITH AUTOMATIC DRIP IRRIGATION SYSTEM. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE NEEDS OF INDIVIDUAL PLANT MATERIAL.

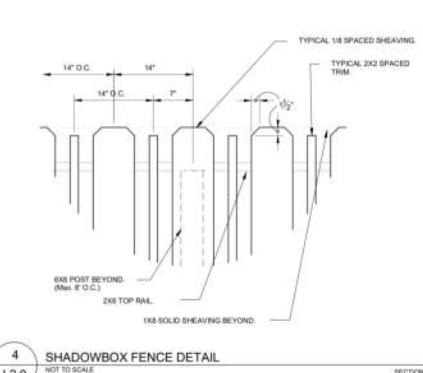
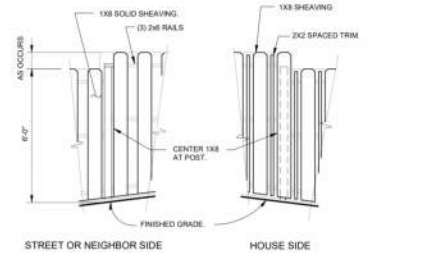
IRRIGATION SYSTEM TO BE ADJUSTED AS NEEDED FOR PLANT ESTABLISHMENT FOR A PERIOD OF AT LEAST ONE (1) YEAR.

ADJUSTMENTS TO BE MADE AFTER ESTABLISHMENT BASED ON SPECIFIC PLANT REQUIREMENTS. SEE SUGGESTED RUN TIMES PROVIDED WITHIN THESE PLANS.

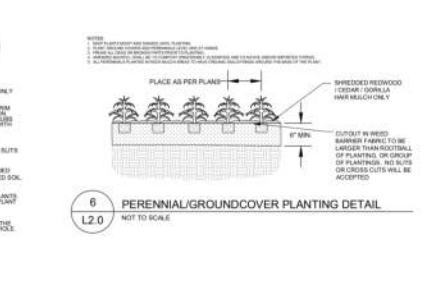
DESIGN OF IRRIGATION SYSTEMS TO MEET OR EXCEED LOCAL REQUIREMENTS AND INDUSTRY STANDARDS. CONSTRUCTION DOCUMENTS SUITABLE FOR DEVELOPMENT COORDINATION TO BE PROVIDED.

IRRIGATION SYSTEM TO BE DESIGNED USING APPROPRIATE COMPONENTS FOR PLANT MATERIAL AND WILL INCLUDE A SMART ET CONTROLLER AND RAIN SENSOR.

ALL NATIVE SEED AREAS TO BE PERMANENTLY IRRIGATED.



4
L2.0
SHADOWBOX FENCE DETAIL
NOT TO SCALE



6
L2.0
PERENNIAL/GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

LEGAL DESCRIPTION AND DEDICATION:

THE UNDERSIGNED, BEING THE OWNERS OF A PORTION OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:
BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M. IS ASSUMED TO BEAR SOUTH 89°36'45" EAST BETWEEN A FOUND 2.5 INCH DIAMETER ALUMINUM CAP STAMPED LS 36561 IN RANGE BOX AT THE SOUTH 1/16TH, CENTER-CENTER CORNER OF SECTION 29 AND A FOUND 3.25 INCH DIAMETER ALUMINUM CAP MONUMENT STAMPED LS 23496 IN RANGE BOX AT THE SOUTH 1/16TH CORNER SECTIONS 28 AND 29.
COMMENCING AT A FOUND 2.5 INCH DIAMETER ALUMINUM CAP MONUMENT STAMPED LS 36561 IN RANGE BOX AT THE SOUTH 1/16TH, CENTER-CENTER CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.;
THENCE SOUTH 89°36'45" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29 A DISTANCE OF 626.29 FEET;
THENCE NORTH 00°23'15" EAST A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST 82ND AVENUE AT THE SOUTHEAST CORNER OF THE HILLS AT STANDLEY LAKE SUBDIVISION RECORDED MAY 27, 2004 AS RECEPTION NO. F2033735, THE POINT OF BEGINNING; THENCE NORTH 00°18'37" EAST ALONG THE EASTERLY LINE OF SAID HILLS AT STANDLEY LAKE SUBDIVISION A DISTANCE OF 630.55 FEET TO A FOUND NO. 5 REBAR WITH 1.5 INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 36561 AT THE NORTHEAST CORNER OF SAID HILLS AT STANDLEY LAKE SUBDIVISION AT THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 83RD AVENUE;
THENCE SOUTH 89°30'17" EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT-OF-WAY LINE A DISTANCE OF 6.11 FEET TO A FOUND NO. 5 REBAR WITH 1.5 INCH DIAMETER YELLOW PLASTIC CAP STAMPED HUFFMAN LS 38183.
THENCE SOUTH 00°00'22" WEST A DISTANCE OF 245.66 FEET;
THENCE NORTH 89°43'22" EAST A DISTANCE OF 15.85 FEET TO A FOUND NO. 5 REBAR WITH 1.5 INCH DIAMETER ALUMINUM CAP STAMPED LS 16837 AT THE SOUTHWEST CORNER OF LOT 2A OF THE HILLS AT STANDLEY LAKE LOTS 1A AND 2A MINOR SUBDIVISION, RECORDED NOVEMBER 30, 1998 AS RECEPTION NO. F0745360;
THENCE NORTH 89°43'22" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 2A AND ALONG THE SOUTHERLY LINE OF LOT 3 OF THE HILLS OF STANDLEY LAKE SUBDIVISION RECORDED FEBURARY 20, 1992 AS RECEPTION NO. F0373561 A DISTANCE OF 209.15 FEET TO A FOUND NO. 5 REBAR WITH 1.5" DIAMETER YELLOW PLASTIC CAP STAMPED 36183 AT THE WESTERLY RIGHT-OF-WAY LINE OF UNION STREET, PER RECEPTION NO. F0373561;
THENCE SOUTH 00°00'00" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 389.09 FEET TO A FOUND NO. 5 REBAR AT THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 82ND AVENUE PER RIGHT-OF-WAY DEED RECORDED AS RECEPTION NO. F0230069;
THENCE NORTH 89°13'10" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 225.02 FEET;
THENCE SOUTH 90°00'00" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 9.50 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS: 91,995.1 SQUARE FEET OR 2.11 ACRES MORE OR LESS.

HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE ABOVE DESCRIBED LAND, UNDER THE NAME AND STYLE OF UNION ESTATES, AND HEREBY DEDICATE TO THE CITY OF ARVADA IN FEE SIMPLE, EXCEPT THOSE OF PRIOR RECORD, THE STREET AND PUBLIC WAY AS SHOWN ON THE PLAT, AND GRANTS TO THE CITY OF ARVADA SUCH EASEMENTS AS ARE CREATED HEREBY AND DEPICTED OR, BY NOTE, REFERENCED HEREON, ALONG WITH THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE MAINS, TRANSMISSION LINES, SERVICE LINES, AND APPURTENANCES, EITHER DIRECTLY OR THROUGH THE VARIOUS APPLICABLE SERVICE PROVIDERS AS MAY BE NECESSARY TO ACCOMPLISH THE INTENDED PURPOSES OF SUCH EASEMENT. UNLESS MORE NARROWLY DEFINED BY NOTE HEREON, UTILITY SHALL MEAN SEWER, WATER, DRAINAGE, ELECTRICITY, GAS, TELEPHONE, CABLE AND OTHER TELECOMMUNICATION FACILITIES.

OWNER:

BY _____
LINCO ENTERPRISES LLC

AS _____
MANAGER, LINCO ENTERPRISES,LLC

NOTARY:

STATE OF COLORADO
JSS
COUNTY OF JEFFERSON

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,

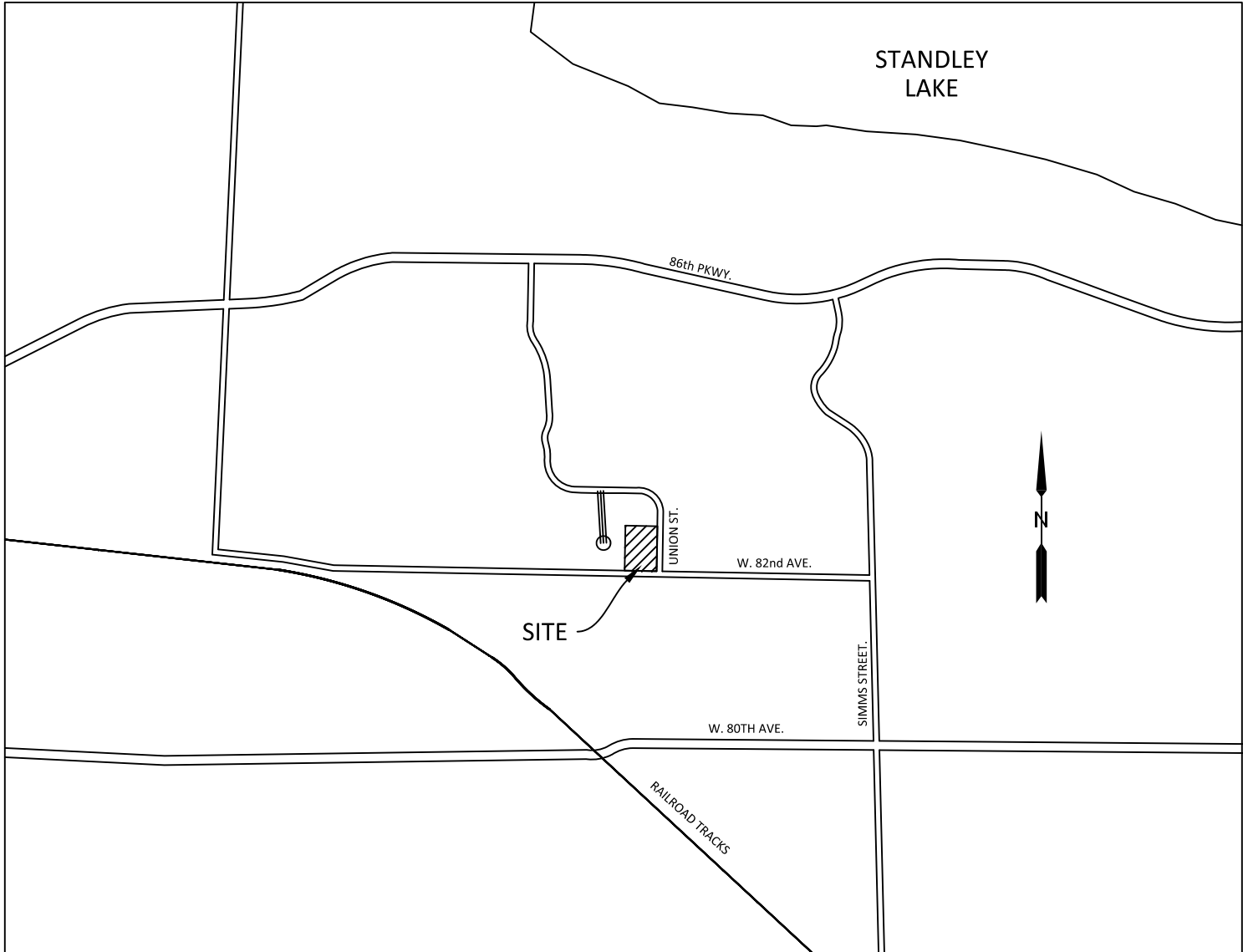
20____, BY _____ AS _____ OF _____.

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES: _____

UNION ESTATES - MINOR PLAT

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.
SHEET 1 OF 2
MINOR PLAT



VICINITY MAP
N.T.S.

NOTES:

- FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 5509-3738262 DATED FEBRUARY 9, 2022 AT 8:00 AM WAS USED FOR THE LEGAL DESCRIPTIONS AND RESEARCH OF EASEMENTS, RIGHTS-OF-WAY AND ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.
- DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET.
- FIELD SURVEY CONDUCTED IN JUNE 2020. EXISTING SURVEY MONUMENTS AS RECOVERED AND LAND SURVEY PLATS ON RECORD WITH JEFFERSON COUNTY WERE USED IN BOUNDARY CALCULATIONS.
- A STRIP OF LAND LYING BETWEEN THE SUBJECT PROPERTY AND THE WESTERLY LINE OF LOTS 1A AND 2A OF THE HILLS OF STANLEY LAKE LOTS 1A AND 2A, A MINOR SUBDIVISION IS APPARENTLY REMNANT PORTIONS OF LOTS 18, 19, 20 AND 21 OF RUSTIC ACRES, BOOK 20, PAGE 36 THAT WERE NOT INCLUDED IN THE SUBSEQUENT PLATS OF THE HILLS AT STANLEY LAKE, RECEPTION NO. F0373561 OR THE HILLS OF STANDLEY LAKE LOTS 1A AND 2A, A MINOR SUBDIVISION, RECEPTION NO. F0745360 AND IS NOT INCLUDED IN THIS MINOR PLAT.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND SURVEY BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUE 18-4-508, C.R.S.
- NOTICE: ACCORDING TO COLORADO LAW YOU UST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- THE STORM WATER DETENTION AREA SHOWN HEREON (WITHIN AN EASEMENT GRANTED TO THE CITY OF ARVADA FOR SUCH PURPOSE) SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER AND SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS. IN THE EVENT THAT SAID CONSTRUCTION AND MAINTENANCE IS NOT PERFORMED BY SAID OWNER, THE CITY OF ARVADA SHALL (WITHOUT WAIVING ANY OTHER RIGHTS AVAILABLE TO IT) HAVE THE RIGHT TO PERFORM THE NECESSARY WORK, THE COST OF WHICH SAID OWNER, HEIRS, SUCCESSORS, AND ASSIGNS AGREES TO PAY UPON BILLING.
- NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED WITHIN THE STORMWATER DETENTION EASEMENT AND NO CHANGES OR ALTERATIONS AFFECTING THE HYDRAULIC CHARACTERISTICS OF THE DETENTION AREA WILL BE MADE WITHOUT THE APPROVAL OF THE CITY OF ARVADA.
- UTILITY EASEMENTS ARE HEREBY GRANTED AS EIGHT (8) FEET WIDE ALONG ALONG ALL REAR LOT LINES, FIVE (5) FEET WIDE ALONG THE SIDE OF LOTS, EIGHT (8) FEET WIDE ALONG BOTH SIDES OF ALL STREETS. A SEVEN AND ONE HALF (7.50) FOOT WIDE DRAINAGE AND UTILITY EASEMENT IS HEREBY GRANTED ALONG THE WEST LOT LINE OF LOTS 3-5 AS SHOWN. UTILITY MEANS SEWER, WATER, ELECTRICITY, TELEPHONE, CABLE AND OTHER TELECOMMUNICATIONS FACILITIES. THOSE EASEMENTS ALONG BOTH SIDES OF STREETS ARE RESERVED EXCLUSIVELY FOR THE USE OF GAS MAINS. OTHER UTILITIES SHALL HAVE THE RIGHT TO CROSS AT APPROXIMATELY RIGHT ANGLES BUT IN NO EVENT SHALL ANY PERMANENT STRUCTURE BE ALLOWED IN THE AREA RESERVED FOR GAS MAINS; PROVIDED HOWEVER, CONCRETE DRIVES, SIDEWALKS, AND UTILITIES ARE PERMISSIBLE AS LONG AS THEY CROSS AT SUBSTANTIALLY RIGHT ANGLES. ALL SIDE AND REAR LOT LINE EASEMENTS ARE FOR UTILITY AND DRAINAGE PURPOSES. NO RETAINING WALLS, FENCE, SHRUBS, TREES OR OTHER OBSTRUCTIONS MAY BE PLACED WITHIN THE EASEMENTS THAT WILL OBSTRUCT THE FLOW OF DRAINAGE IN SAID EASEMENTS. NO TREES, SHRUBS OR OTHER PLANTS MAY BE PLANTED, NOR SHALL ANY BUILDING, FENCE, STRUCTURE OR IMPROVEMENTS BE CONSTRUCTED OR INSTALLED WITHIN OR OVER ANY EASEMENT OR RIGHT-OF-WAY SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE EASEMENT OR RIGHT-OF-WAY BE GRANTED.
- ALL LOT CORNER MONUMENTS SHALL BE SET PER COLORADO STATE STATUTE 38-51-105.
- ALL SIDE AND REAR EASEMENTS ARE FOR UTILITY AND DRAINAGE PURPOSE. (U.D.E. TYPICAL)
- ALL FRONT EASEMENTS ARE FOR UTILITY PURPOSES. (U.E. TYPICAL). FRONT EASEMENTS ALONG BOTH SIDES OF THE STREET ARE RESERVED FOR UTILITIES.
- THIS PARCEL OF LAND DOES NOT FALL WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN IN THE FEMA FIRM MAP, PANEL NO. 08059C018SF, DATED 02/05/2014.
- PERMANENT SWALES ALONG WEST PROPERTY LINE OF LOTS 3, 4 AND 5 SHALL BE MAINTAINED BY THE PROPERTY OWNERS FOR DRAINAGE PURPOSES.

TITLE CERTIFICATION:

I, _____, AN AUTHORIZED REPRESENTATIVE OF FIRST AMERICAN TITLE INSURANCE COMPANY, DULY FORMED AND EXISTING PURSUANT TO THE STATUTES OF COLORADO FOR THE PURPOSE OF INSURING TITLES TO REAL PROPERTY IN COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS HEREIN ABOVE INDICATED AND SHOWN UPON THE WITHIN PLAT AS PUBLIC WAYS AND EASEMENTS AND THAT THE TITLE TO SUCH LANDS IS THAT OF THE DEDICATORS, FREE AND CLEAR OD ALL LIENS AND ENCUMBRANCES.

DATED THIS ____ DAY OF _____, 20__

FIRST AMERICAN TITLE INSURANCE COMPANY

BY:TITLE:

SURVEYOR'S CERTIFICATION:

I, ROBERT A. RICKARD, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.

ROBERT A. RICKARD, PLS NO. 28283DATE
FOR AND ON BEHALF OF
ROCK CREEK SURVEYING, LLC

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE COMMUNITY AND ECONOMIC DEVELOPMENT OF THE CITY OF ARVADA, COLORADO THIS ____ DAY OF _____, 20__.

COMMUNITY AND ECONOMIC DEVELOPMENT CITY CLERK

CLERK AND RECORDER'S CERTIFICATE:

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 _M..

JEFFERSON COUNTY CLERK AND RECORDERBY: DEPUTY CLERK

TRACT	AREA	USE	OWNERSHIP
TRACT A	11,159 S.F.	DRAINAGE, DETENTION	HOA
TRACT B	2818 S.F.	POND ACCESS & U.D.E.	HOA
TRACT C	2346 S.F.	82ND AVE. ROW	COA

FINAL PLAT – UNION ESTATES
PART OF THE N 1/2 OF THE SE 1/4 OF SEC. 29, T2 S, R69W OF THE 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.

REVISIONS

ROCK CREEK SURVEYING, LLC.

3021 GARDENIA WAY
SUPERIOR, CO 80027
303-521-7376

DRAWN: PSD

REVISIONS:

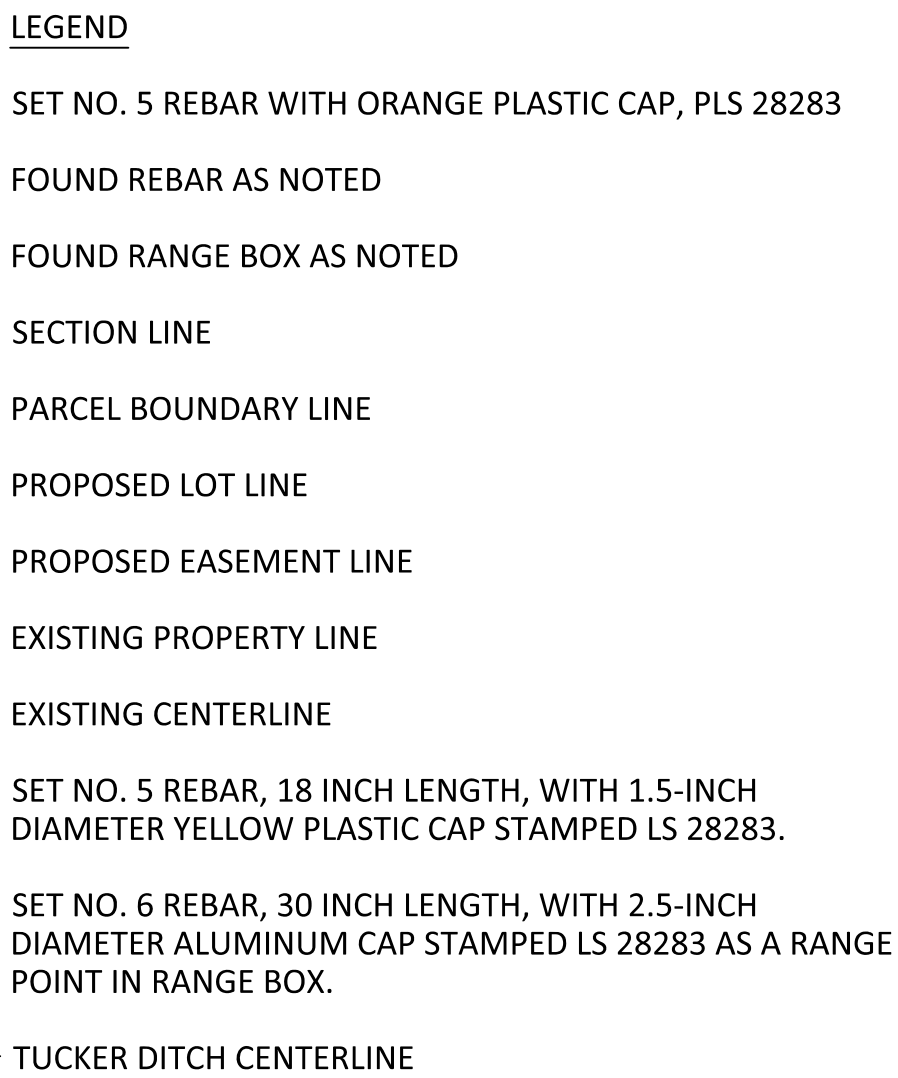
SCALE: 1"=30'

FIELD DATE: 06-09-2020

DATE: JUNE-7-2022

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER
OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO.
SHEET 2 OF 2
MINOR PLAT

0 30 60
SCALE: 1"=30'



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N90°00'00"W	9.87'
L2	N90°00'00"W	9.87'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.56'	15.00'	90°00'00"	N45°00'00"W	21.21'
C2	13.09'	15.00'	49°59'41"	S65°00'09"W	12.68'
C3	52.00'	55.00'	54°10'33"	N67°05'35"E	50.09'
C4	36.38'	55.00'	37°53'57"	S66°52'10"E	35.72'
C5	30.00'	55.00'	31°15'00"	S32°17'42"E	29.63'
C6	32.00'	55.00'	33°20'24"	S00°00'00"E	31.55'
C7	19.98'	55.00'	20°49'04"	S27°04'44"W	19.87'
C8	26.18'	55.00'	27°16'22"	S72°10'57"W	25.93'
C9	52.00'	55.00'	54°10'33"	N67°05'35"W	50.09'
C10	13.09'	15.00'	49°59'41"	S65°00'09"E	12.68'
C11	23.56'	15.00'	90°00'00"	N45°00'00"E	21.21'
C12	20.22'	55.00'	21°03'30"	N48°01'01"E	20.10'

REVISIONS

3021 GARDENIA WAY
SUPERIOR, CO 80027
303-521-7376

FIELD DATE: 06-09-2020

DATE: JUNE-7-2022

November 25, 2020

Carol Ibanez
Senior Planner
City of Arvada

RE: Summary of Union Estates neighborhood meeting

On November 12th, 2020 we held a zoom neighborhood meeting to discuss the Union Estates development at the NW corner of 82nd Ave and Union St. We sent 28 neighbor invites, we had five join the meeting. Overall, the meeting was good. No one expressed any concern over the development and was received well from the neighbors.

We discussed the number of lots, lot size and type of home that will be constructed. We mentioned that there will be an HOA established to maintain all common area. We also discussed timelines of construction and answered to the best of our knowledge. A preliminary lot plan was available for their review.

Only one neighbor questioned a tree that is on our property but overhangs into their property, lot 2A The Hills at Stanley Lake. We have not determined yet if that tree will interfere with any of the infrastructure. We did express that any healthy tree on the site will be saved if found not to be impeding construction. If it is necessary to remove that tree in question, we will contact that owner prior.

As far as we know there are no other neighborhood concerns. I mentioned to all attendees they are welcome to contact me at any time if they do have questions in the future.

There were no sign-up sheets because of the Zoom format. The affidavit of mailing was sent to you earlier.

Steve Lindsey
President
Linco Enterprises

PROPERTY DESCRIPTION OF ANNEXATION PARCEL:

PARCEL A:

A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH P.M., JEFFERSON COUNTY, COLORADO CONSISTING OF A PORTION OF TRACT 22, DENVER VIEW GARDENS, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 2 AT PAGE 59A TOGETHER WITH A PORTION OF LOT 21, RUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 22; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 36.55 FEET TO A POINT 30 FEET NORTH OF THE PHYSICAL CENTER LINE OF WEST 82ND AVENUE (MAY 1995) AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 13 MINUTES, 10 SECONDS EAST A DISTANCE OF 225.02 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID TRACT 22, A DISTANCE OF 389.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 73.01 FEET OF LOT 21, RUSTIC ACRES; THENCE SOUTH 89 DEGREES, 43 MINUTES, 22 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 21 A DISTANCE OF 225.00 FEET TO THE WEST LINE OF SAID LOT 21; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 21 AND THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 384.94 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF LOT 21, RUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 73.01 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 22 SECONDS EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 225.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 73.01 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 89 DEGREES, 42 MINUTES, 23 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 225.00 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL C:

A TRACT OF LAND KNOWN AS THE EASTERLY 9.5 FEET OF BLOCK 21, DENVER VIEW GARDENS.

SAID TRACT BEING ALSO KNOWN AS A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 21, DENVER VIEW GARDENS; THENCE NORTH ALONG THE EAST LINE LINE OF SAID BLOCK 21, 630.55 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 21, 6 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 630.55 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 21, WHICH IS 9.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK 21; THENCE EAST ALONG SAID SOUTH LINE 9.5 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

ANNEXATION AREA CONTAINS: 91,995.1 SQUARE FEET OR 2.11 ACRES.

NOTES:

1.) THIS ANNEXATION MAP HAS BEEN PREPARED IN CONFORMANCE WITH CRS 31-12-104-(1).

2) FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 5509-373862 DATED FEBRUARY 9, 2022 AT 8:00 AM WAS USED FOR THE LEGAL DESCRIPTIONS AND RESEARCH OF EASEMENTS, RIGHTS-OF-WAY AND ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.

3.) FIELD SURVEY CONDUCTED JUNE, 2020, EXISTING SURVEY MONUMENTS AS RECOVERED AND LAND SURVEY PLATS ON RECORD WITH JEFFERSON COUNTY WERE USED IN BOUNDARY CALCULATIONS.

4.) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) A STRIP OF LAND LYING BETWEEN THE SUBJECT PROPERTY AND THE WESTERLY LINE OF LOTS 1A AND 2A OF THE HILLS OF STANLEY LAKE LOTS 1A AND 2A, A MINOR SUBDIVISION IS APPARENTLY REMNANT PORTIONS OF LOTS 18, 19, 20 AND 21 OF RUSTIC ACRES, BOOK 20, PAGE 36 THAT WERE NOT INCLUDED IN THE SUBSEQUENT PLATS OF THE HILLS AT STANLEY LAKE, RECEPTION NO. F0373561 OR THE HILLS OF STANLEY LAKE LOTS 1A AND 2A, A MINOR SUBDIVISION, RECEPTION NO. F0745360 AND IS NOT INCLUDED IN THIS ANNEXATION.

TABLE OF REMNANT PORTIONS OF LOTS 18-21, RUSTIC ACRES, BOOK 20, PAGE 36: DIMENSIONS ARE SHOWN APPROXIMATELY, FOR GENERAL INFORMATION PURPOSES ONLY AND BASED ON RECORDED PLAT DIMENSIONS. THESE PORTIONS OF LOTS ON THE ADJACENT PROPERTY WERE NOT INCLUDED IN THE SURVEY OR INCLUDED IN THIS ANNEXATION MAP.

A = THE WESTERLY PORTION OF LOT 21 RUSTIC ACRES, BOOK 36 (15.85' X 26.99').

B = THE WESTERLY PORTION OF LOT 20 RUSTIC ACRES, BOOK 36 (15.85' X 100').

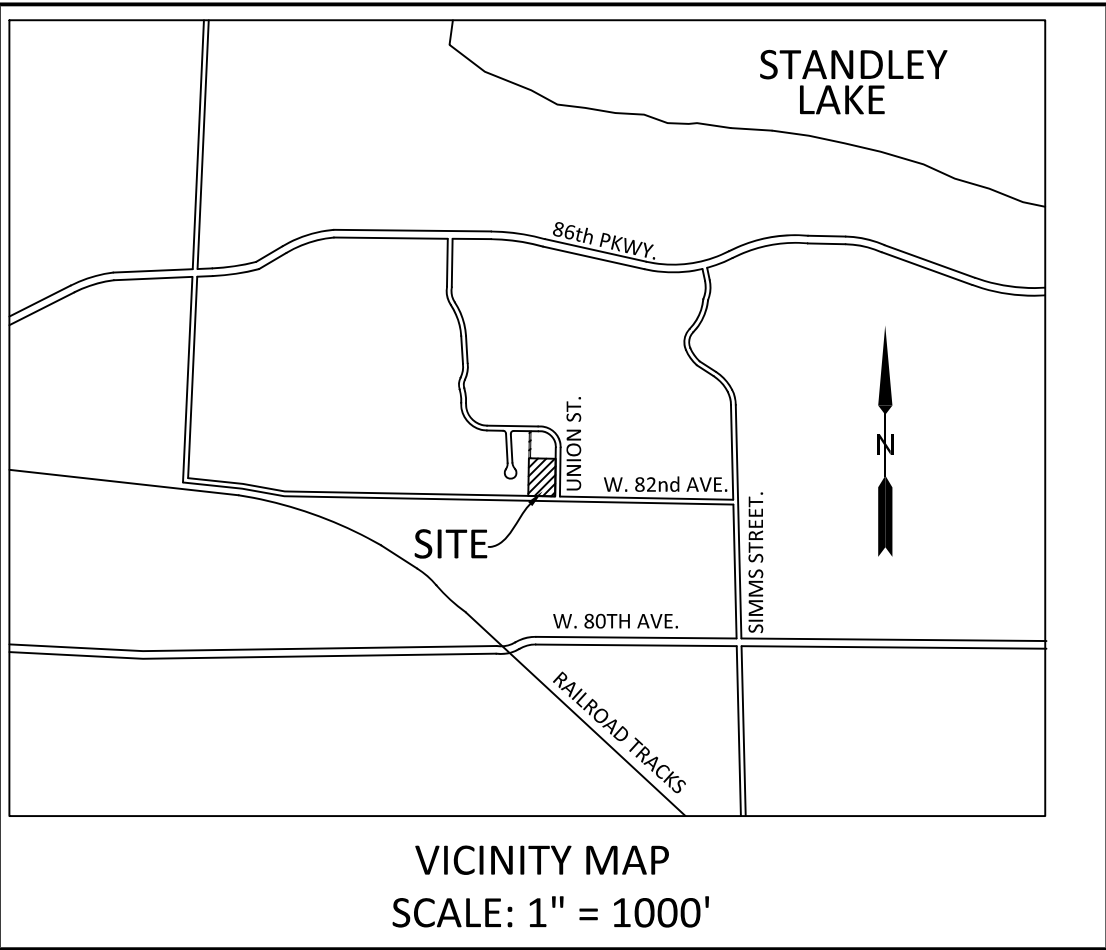
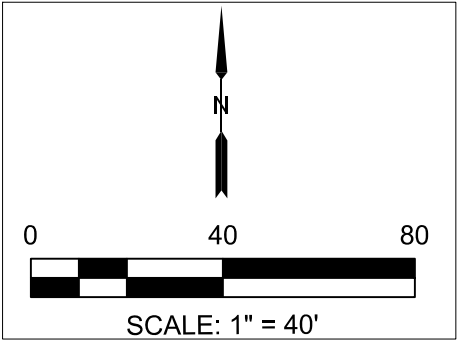
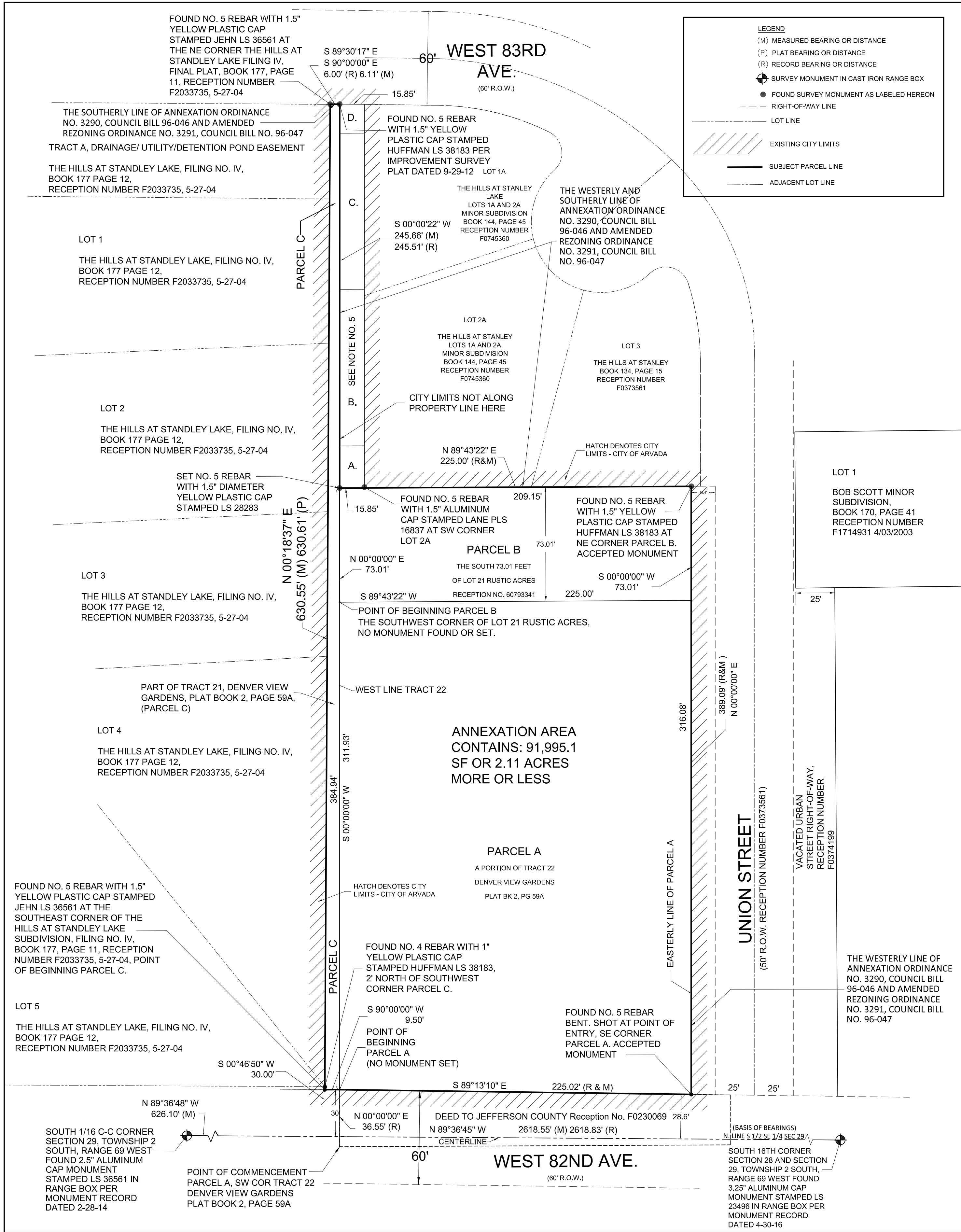
C = THE WESTERLY PORTION OF LOT 19 RUSTIC ACRES, BOOK 36 (15.85' X 100').

D = THE WESTERLY PORTION OF LOT 18 RUSTIC ACRES, BOOK 36 (15.85' X 18.44' +/-).

6.) BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M. IS ASSUMED TO BEAR SOUTH 89°36'45" EAST BETWEEN A FOUND 2.5 INCH DIAMETER ALUMINUM CAP STAMPED LS 36561 IN RANGE BOX AT THE SOUTH 1/16TH, CENTER-CENTER CORNER OF SECTION 29 AND A FOUND 3.25 INCH DIAMETER ALUMINUM CAP MONUMENT STAMPED LS 23496 IN RANGE BOX AT THE SOUTH 1/16TH CORNER SECTIONS 28 AND 29 TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.

UNION ESTATES ANNEXATION MAP

PARCELS OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO.



TOTAL ANNEXATION AREA: 91,995.1 SQUARE FEET OR 2.11 ACRES.

TOTAL BOUNDARY ANNEXATION: 1730.93 LINEAR FEET.

TOTAL BOUNDARY CONTIGUOUS WITH CITY LIMITS: 1469.42 LINEAR FEET.

CONTIGUITY STATEMENT:

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1730.93 LINEAR FEET.

ONE-SIXTH OF TOTAL PERIMETER OF AREA = 288.49 LINEAR FEET.

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 1715.08 LINEAR FEET.

THE TOTAL CONTIGUOUS PERIMETER IS 99%, WHICH EXCEEDS THE 1/6 AREA REQUIRED.

SURVEYOR'S CERTIFICATION:

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) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

ROBERT A. RICKARD, CO PLS NO. 28283
FOR AND ON BEHALF OF
ROCK CREEK SURVEYING, LLC

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS ____ DAY OF ____, 20__.

MAYOR: _____ ATTEST: _____
CITY CLERK

ORDINANCE NUMBER (S) _____

CLERK AND RECORDER:

RECEPTION NUMBER _____

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN COLORADO ON THIS ____ DAY OF ____, 20__ AT ____ O'CLOCK.

BY: _____
JEFFERSON COUNTY CLERK AND RECORDER

DEPUTY CLERK _____

PREPARED BY:
ROCK CREEK SURVEYING, LLC
3021 GARDENIA WAY
SUPERIOR, COLORADO 80027
(303) 521-7376

06/07/2022

SHEET 1 OF 1



**UNION ESTATES
RESIDENTIAL ANNEXATION & DEVELOPMENT AGREEMENT**

THIS ANNEXATION & DEVELOPMENT AGREEMENT ("Agreement") between Steve Lindsey, LinCo Enterprises LLC, a Colorado Limited Liability Company ("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 Annexor represents that it is the principle owner of the following described property generally located at the northwest corner of West 82nd Avenue and Union Street, in the City of Arvada, County of Jefferson, State of Colorado, more fully described as follows:

[See attached Legal Description]

Known as Union Estates ("Property").

WHEREAS, the 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 Annexor is planning development of the Property as a single family detached subdivision, generally located at the northwest corner of West 82nd Avenue and Union Estates. The 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. DA2021-0023.

WHEREAS, the Annexor has submitted to the City a proposed Site Plan and construction plans for the Property, which include a final site plan, final landscape plan, final drainage plans, and other 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 Annexor/Developer 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 Annexor, upon approval of the Final Plans for the Property, shall immediately submit three copies of the approved Site Plan 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 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 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 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 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 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 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 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 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. DA2021-0023). 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 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 Annexor shall warrant said improvements for 2 years from the date of acceptance by the City. The 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 Annexor shall provide at the 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 and Annexor acknowledge 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 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 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 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 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 Annexor in the event that the Annexor is non-compliant with City requirements. The 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 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, Annexor escrow for improvements in public rights-of-way and street surface restoration for public streets.

9. SUBDIVISION MONUMENTATION: In accordance with the applicable Colorado Revised Statutes as amended, and in accordance with the LDC, the 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 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 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 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 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 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. UNDERGROUNDING OVERHEAD UTILITIES: The Annexor shall be responsible for undergrounding existing overhead utilities in conformance with the LDC. Any required

improvements must be completed prior to the issuance of the first certificate of occupancy within the Property and shall be completed at no cost to the City.

12. PUBLIC UTILITY FEES: The Annexor shall pay all installation charges for lighting, electric and gas required by Public Service Company/Xcel Energy for development of the Property.

13. LIGHTING RESTRICTIONS: Cut-off type fixtures with flush-mounted, flat lenses that cast light downward, and not out toward adjacent properties, must be used. All exterior lighting specifications must comply with the LDC. All exterior lighting must be approved by the Director of Community and Economic Development prior to approval of the Site Plan. Should it be determined by the City, at a later date, that lighting on the Property is problematic to any adjacent residential uses, the Owner/Developer, or their successors and assigns, as applicable, shall promptly adjust the light fixtures to resolve the issue to the City's satisfaction.

14. STORMWATER APPURTENANCE CONSTRUCTION AND MAINTENANCE: The Annexor shall obtain approval from the City Engineer of the final drainage plan for this development prior to approval of the associated Construction Plans/Final Plans. The Annexor shall install stormwater conveyances, detention ponds, swales, infiltrations beds, underground best management practices, or any other stormwater feature as detailed on the approved construction drawings unless prior written approval is obtained by the City Engineer. The Annexor shall meet all requirements, obligations, and best engineering principles imposed by the State of Colorado, County of Jefferson, City, and Urban Drainage and Flood Control District governing the construction of stormwater conveyances, detention ponds, swales, infiltration beds, underground best management practices, or any other water quality feature.

Drainage easements are required for all detention areas and drainage channels, which shall be privately maintained by the Annexor, its successors or assigns. The Annexor shall include language to this effect in any covenants for the Property. Maintenance of stormwater appurtenances must be conducted on a routine basis and in response to the Annexor or its successors' or assigns' annual inspection and evaluation of the stormwater conveyances' condition. Should ownership of stormwater appurtenances or maintenance responsibilities change, the City of Arvada Stormwater Program must be notified in writing of all new contact information within 30 days of changes taking effect. The City will enforce stormwater installation and maintenance provisions throughout the construction of the Property and beyond as required by law. In no event shall the City be responsible for constructing or maintaining the drainage/detention facilities or maintaining the easements within the Property.

15. 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 Annexor of the Property has declared that no water rights are associated with the Property. Should it be determined otherwise, the 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 Annexor, or its successors or assigns, desires to convey such rights to any party other than a subsequent purchaser of the landowner's lot(s) upon which the well is situated.

16. INSTALLATION OF LANDSCAPING AND RECREATIONAL AMENITIES: The Annexor acknowledges that the City has adopted in the past, and may in the future, adopt water restrictions which impact the viability of installing and maintaining the landscaping as illustrated on the approved landscape plans for the Property. Those watering restrictions may prohibit or qualify the installation of trees, shrubs, new seed, and/or sod for irrigated turf areas. In the event of such prohibition, the Annexor shall deposit funds with the City for escrow in an amount equal to 110% of the estimated cost of improvements not installed due to the prohibition, including, but not limited to irrigated turf areas, trees, shrubs, mulch, edger, and weed barrier. Upon expiration of water restrictions, the Annexor shall complete installation of the remaining improvements in accordance with the Final Plans for the Property, within 90 days. During any restrictions, the City still encourages the installation of trees and shrubs, if they are drip irrigated or hand watered. However, the City may not have any water available for the irrigation of these landscape materials installed at that time. If the Annexor proceeds with the installation of any plantings at that time, it is done at the Annexor's sole risk.

Installation of irrigation systems and other hard surface areas (such as fencing, playground equipment, covered shelters, or other such amenities) shall be completed by the Annexor, at its sole expense, prior to the issuance of the first certificates of occupancy within the Property, unless the improvements have been delayed due to reasons beyond the Annexor's control, such as adverse weather conditions. The Annexor shall deposit funds with the City for escrow in an amount equal to 150% of the estimated cost of the remaining hard surface site elements (including irrigation systems, fencing and other elements as noted above) that are not installed prior to issuance of certificates of occupancy. During periods of time when no water restrictions are in effect, the Annexor shall deposit funds with the City for escrow in an amount equal to 150% for all improvements not completed prior to issuance of a certificate of occupancy. A landscape contractor, acceptable to the City, shall make a determination of the estimated cost of improvements. The City, at its sole discretion and upon the City's rejection of an estimate provided by the Annexor, may obtain an estimate of the costs of landscaping. Such estimate shall be binding upon the Annexor in determining the amount of funds to be escrowed for purposes of this paragraph.

The City shall release its interest in the escrowed funds only upon completion of all landscaping obligations by the Annexor and approval of such by the City. In the event that the Annexor defaults upon its obligations as specified in this paragraph, following the escrow of funds, the City may apply all funds toward the completion of the Annexor's landscaping obligations. For the purpose of applying such funds toward the completion of the Annexor's landscaping obligations, "completion" shall mean and include the cost of labor, materials, contract management, and administration. The City shall refund the escrowed funds not applied to completion of landscaping required by the final landscape plan upon application and verification of entitlement. The method and manner in which the City elects to undertake and complete the landscaping obligations of the defaulting Annexor shall be within the sole discretion of the City; provided, however, that nothing herein shall obligate the City to install or complete the landscaping improvements and nothing herein shall prevent, prohibit, or limit the remedies available to the City to enforce the Annexor's obligations under this paragraph.

17. INSTALLATION OF FENCING: The Annexor shall ensure that all fencing for the

Property conforms to the Final Plans and the requirements of the LDC. Fencing shall require separate permits and approvals from the City prior to construction/installation. The Annexor agrees to install all fencing as illustrated on the Final Plans for the Property. Installation of the fencing must be completed prior to the issuance of the first certificate of occupancy within the Property.

18. LANDSCAPING AND FENCING MAINTENANCE: The Annexor or its successors, or assigns, including any property owner's association, shall maintain in perpetuity (at its sole expense) all landscaping, fencing, and any other amenities (collectively referred to herein as "Landscaping") installed within or associated with the Property pursuant to the Final Plans, regardless of whether the landscaping, as actually installed, fails to specifically conform to the requirements of the Final Plans and regardless of whether the Annexor or the City installs the landscaping.

19. SCREENING OF MECHANICAL EQUIPMENT: The Annexor shall screen all roof mounted and wall mounted equipment from view pursuant to the LDC to the satisfaction of the Director of Community and Economic Development prior to issuance of each certificate of occupancy within the Property.

20. SIGNAGE: The Annexor shall ensure that all signage for the Property conforms to the Final Plans and the requirements of the LDC. No signage illustrated on the Final Plans is deemed approved by the City as part of the Final Plans approval. Signage shall require separate permits and approvals from the City prior to construction or installation.

21. AS-BUILT CONSTRUCTION PLANS: The 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 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 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 Annexor, until such failure is remedied. This section shall survive the expiration or earlier termination of this Agreement.

22. 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.

23. 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.

24. 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 owners and developers shall be jointly and severally responsible for the obligations of the Owner and Annexor as set forth in this Agreement.

25. 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.

26. 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, the Owner, and the Developer, 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.

27. 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 or Annexor.

28. ATTORNEYS' FEES: If the Owner and/or the 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.

29. 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.

30. 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 Annexor shall also pay all costs associated with recordation of these items with the County Clerk and Recorder.

31. 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.

32. REVIEW OF REFERENCED DOCUMENTS: The Owner and Annexor hereby understand and acknowledge that the public documents referenced in this Agreement, including but

not limited to the Arvada City Code, and LDC, Engineering Specifications, 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.

33. FAILURE OR DELAY OF THE PROJECT: The parties agree that the Annexor's and/or Owner'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 Annexor and/or Owner 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 Annexor and/or Owner 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 Annexor's failed development and any and all the Annexor's and/or Owner's monetary losses associated with such failure. This section shall survive the expiration or earlier termination of this Agreement.

34. INDEMNIFICATION AND HOLD HARMLESS: The Owner and Annexor 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.

35. 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/Developer:
Steve Lindsey Principal
(Address)

DATED THIS ____ DAY OF _____, 20__.

CITY OF ARVADA, a Colorado Municipal
Corporation

Marc Williams, Mayor

ATTEST:

APPROVED AS TO FORM:

For Rachel Morris, Attorney

City Clerk

OWNER/DEVELOPER
LinCo Enterprise LLC, Steve Lindsey Principal
A limited liability Company

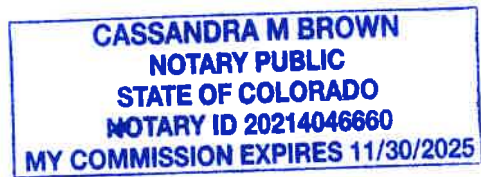
By: [Signature] General Manager
(Owners Representative's Name) as (Position/title)

STATE OF Colorado)
COUNTY Jefferson) ss.

The foregoing was acknowledged before me this 25th day of July 2022 by
(Representative's Name) as (position/title) of (Owner's Company Name).

[Signature]
Notary

My Commission Expires:
11-30-2025



LEGAL DESCRIPTION



Synopsis of the July 19, 2022 Planning Commission Meeting

Union Estates Annexation and Rezoning

Mr. Griffith opened the public hearing.

Ms. Ibanez stated a correction to the staff report, page 3 under the Zoning and Land Use to be changed from “The subject property is currently zoned RN 7.5 (Residential Neighborhood Sub-district 7.5)” but should be “The subject property is currently zoned Jefferson County A-2 (Agricultural 2)” And on page 5 under Circulation and Connectivity to be changed from “to the site” to “to the south side.”

Mr. Griffith entered into the record the Staff report, posting log and affidavit, mailing affidavit.

Ms. Ibanez introduced the project.

Applicant Steve Lindsey 12650 W 54th Drive Arvada 80002, explained that they are looking to build a cul-de-sac with seven custom homes which allows people to come in and design their own home. This property previously had one house on the property that had become run down. This new project will improve both West 82nd Avenue and Union Street. A detention area is proposed on the north end of the property.

Mr. Griffith opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR

Greg Lockridge 8226 Urban Court. would like the Ash trees saved and would like to have correspondence with the builder about how close the house on Lot 4 will be built adjacent to his house.

IN OPPOSITION

Joe Gruber 8246 Urban Court 80005 is concerned about the size of the house being built. Would like the Russian olives trees to be removed and is concerned regarding drainage flowing into his property.

Phil Teague 8286 Urban Court is concerned about the drainage on the property and what will happen to the strip of land between Urban Court and the proposed Union Estates.

APPLICANT REBUTTAL

Mr. Lindsey stated that the trees will be staying as of now and if that was to change, they could have a conversation. Regarding the placement of the house, they do custom homes and want them to have good placement. They have addressed the drainage. They will get with their contractor regarding the weeds and have that addressed. The small strip of land will be covered by the Homeowner’s Association (HOA).

Mr. Griffith closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Hannan questioned the trees on the property, if there are invasive species on the property, will they be removed.

Ms. Ibanez stated that the staff Landscape architect would answer that. She can follow up with him.

Mr. Hannan questioned the small strip of land and what would happen to it.

Ms. Ibanez stated that staff had left it up to the applicant to determine if they would have the HOA handle it or do something else with the property.

Project Engineer David Moore 16415 W 85th Ln Unit B Arvada CO stated that the strip will be maintained by the HOA.

Mr. Magee questioned the lot size.

Ms. Ibanez stated that there will be a separate Site Plan/Minor Modification plans submitted and reviewed administratively.

Mr. Magee questioned how the sprinklers will be checked in the few lots that are requiring them?

Ms. Ibanez stated that the review will be looked at during the building permit application review process. Arvada Fire also reviews the building permit documents for approval.

Mr. Magee questioned the strip to the east.

Mr. Moore stated that there is a piece of land that no one owns and they will discuss what happens with the property. Parking would be allowed on Union Street.

Mr. Magee questioned how they will let homeowners know that the houses will have sprinklers.

Mr. Lindsey stated that if they have to go that route it will be like telling them they will have a fireplace, it's just part of their standard features.

Mr. Knapp asked the rear setback on Lots 3, 4 & 5?

Ms. Wolfschlag stated it is a 10 feet setback.

Mr. Knapp asked what the setback is to the house to the west of this project?

Mr. Smetana stated that it looks like there is about a 40 feet setback.

Mr. Knapp asked about the drainage.

Mr. Lindsey stated there will be concrete drainage that runs the whole west side of the property on a separate tract.

Mr. Knapp questioned what was being thought of for the screening on the west side of the property?

Mr. Lindsey stated that they had not gotten that far but that it's tough to sell houses with 10 feet backyards, so their intent is not to do that. They are just following the Comprehensive Plan of the City.

Mr. Knapp asked if the applicant would consider something with a lower density.

Mr. Lindsey stated that if the City didn't require the applicant to improve Union Street and West 82nd Avenue, yes they would. He added that it is costly to do these improvements on an in-fill development. The public improvements include curb and gutter, landscaping, sidewalks. It becomes very expensive and to get rid of one lot, it is not economically feasible.

Mr. Knapp questioned the size of the cul-de-sac.

Ms. Wolfschlag stated that there is a standard size that this project has met which allows for it to be maintained by snow plows, maintenance and fire and emergency access.

Mr. Knapp questioned the small piece of land, what would happen with it.

Mr. Lindsey stated that it will be taken care of; much better than it has in the past. Also, he is not opposed to giving that property to the adjacent landowners as long as it doesn't delay the process. Until they do that, the HOA will take care of that space.

Mr. Griffith asked how long the applicant has owned the property in question?

Mr. Lindsey stated it has been a few years.

Mr. Griffith asked if they have built in Arvada before?

Mr. Lindsey stated yes they have, currently at W 62nd Avenue and Carr Street. They just built their corporate office in Arvada.

Mr. Griffith questioned who the HOA will be using for their trash.

Mr. Lindsey was not sure.

Ms. Grogg stated that all new HOA's are required to use the new trash program.

Mr. Smetana stated that the suggestion from the staff is that any Russian olives or Ash trees be removed from the property.

MOTION:

It was moved by Mr. Magee, that DA2021-0023 Union Estates, generally located at 12016 West 82nd Avenue, be recommended to City Council for approval of the annexation. This motion is based on the findings of fact and approval criteria on Page 6 of the staff report.

DISCUSSION OF MOTION

Mr. Magee thanked the applicant for their presentation and that they held back on how many homes they placed on the plot. He will be supporting this motion.

Mr. Gay is pleased with the project, he will be voting in favor of it.

Mr. Knapp is concerned about the vegetation and the density. He will be voting in approval of this project.

Mr. Griffith stated his concern about the vegetation, and asked that mature trees be considered.

Those voting Yes: Griffith, Hannan, Knapp, Aljinovich, Magee, Gay, Figliolino

Those voting No:

Those absent: None

The motion carried 7-0

MOTION:

It was moved by Mr. Magee, that the zoning of certain land in the City of Arvada, DA2021-0023 Union Estates, for a 2.11 acre parcel of land from Jefferson County A-2 (Agricultural 2) to City of Arvada RN-7.5 (Residential Neighborhood 7.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 12016 West 82nd Avenue, be recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Pages 6-7 of the Staff Report.

DISCUSSION OF MOTION

None

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Gay, Figliolino

Those voting No:

Those absent: None

The motion carried 7-0

UNION ESTATES

ANNEXATION AND REZONING

Union Estates

project team representatives

APPLICANT and BUILDER

Linco Enterprises (principles: Steve Lindsey, Colby Lindsey)

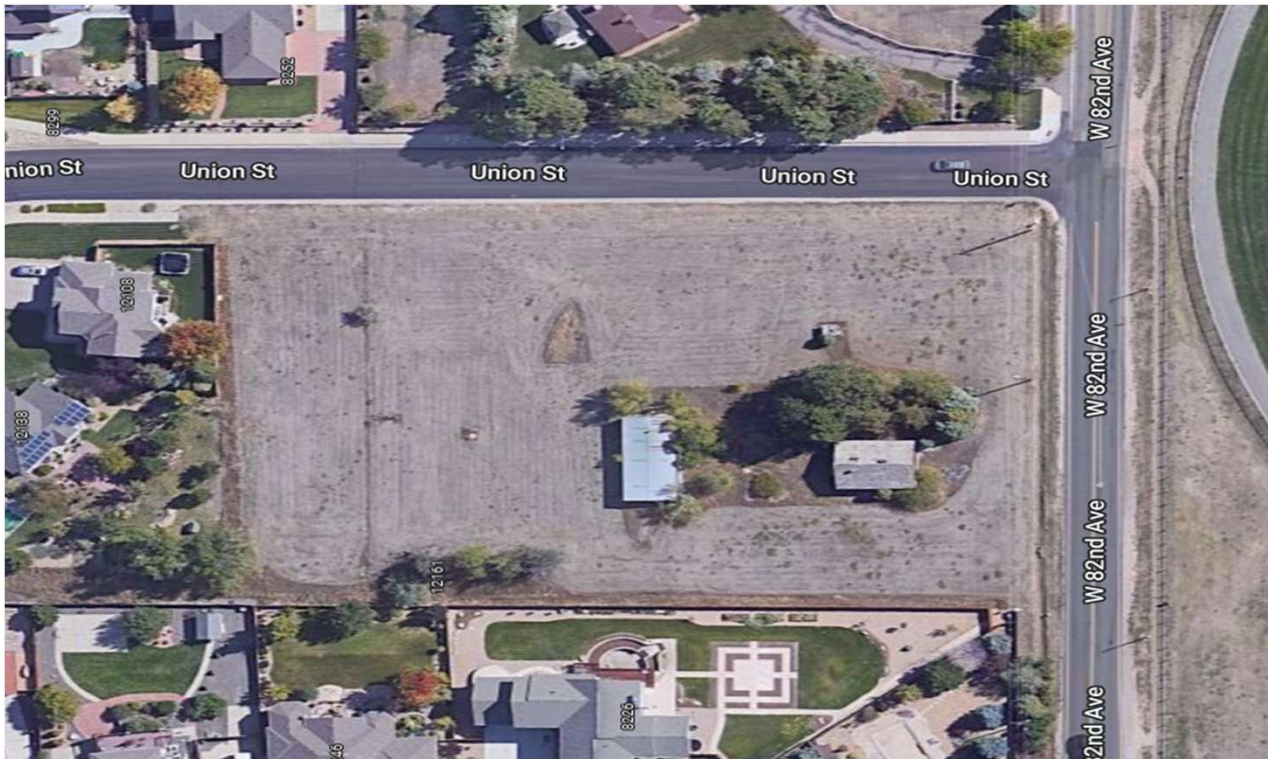
Linco specializes in Custom Homebuilding and remodeling. Steve has been involved in several housing developments and custom builds in Arvada over the last 30 years

ENGINEERING

Alliance Consulting, David Moore

Union Estates

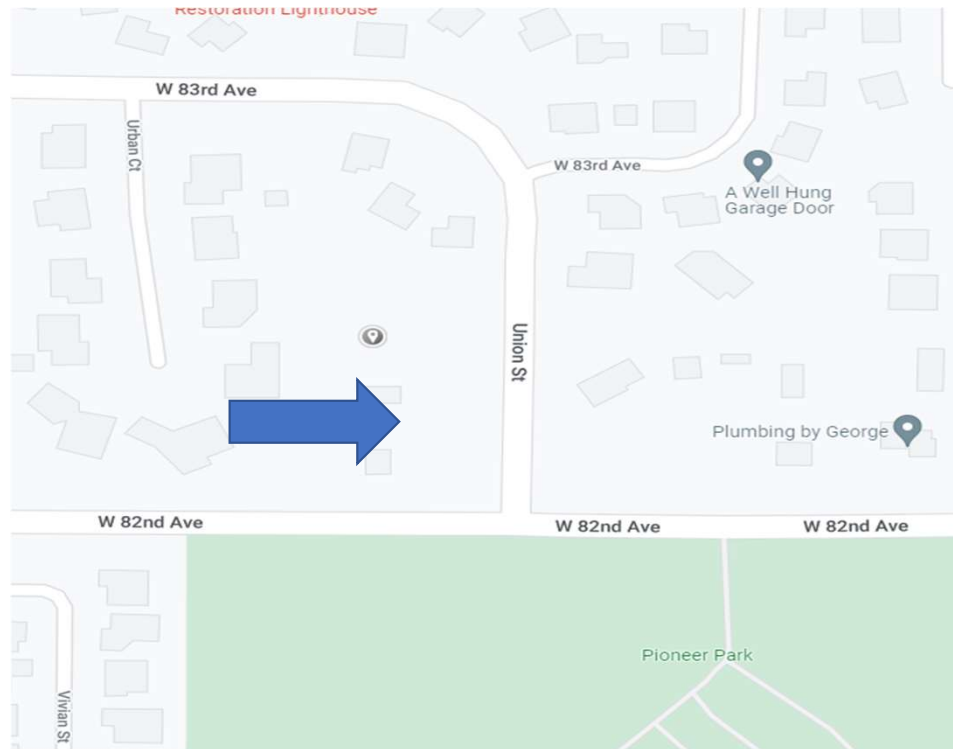
Existing Conditions
infill site-vacant land 2.11 acres

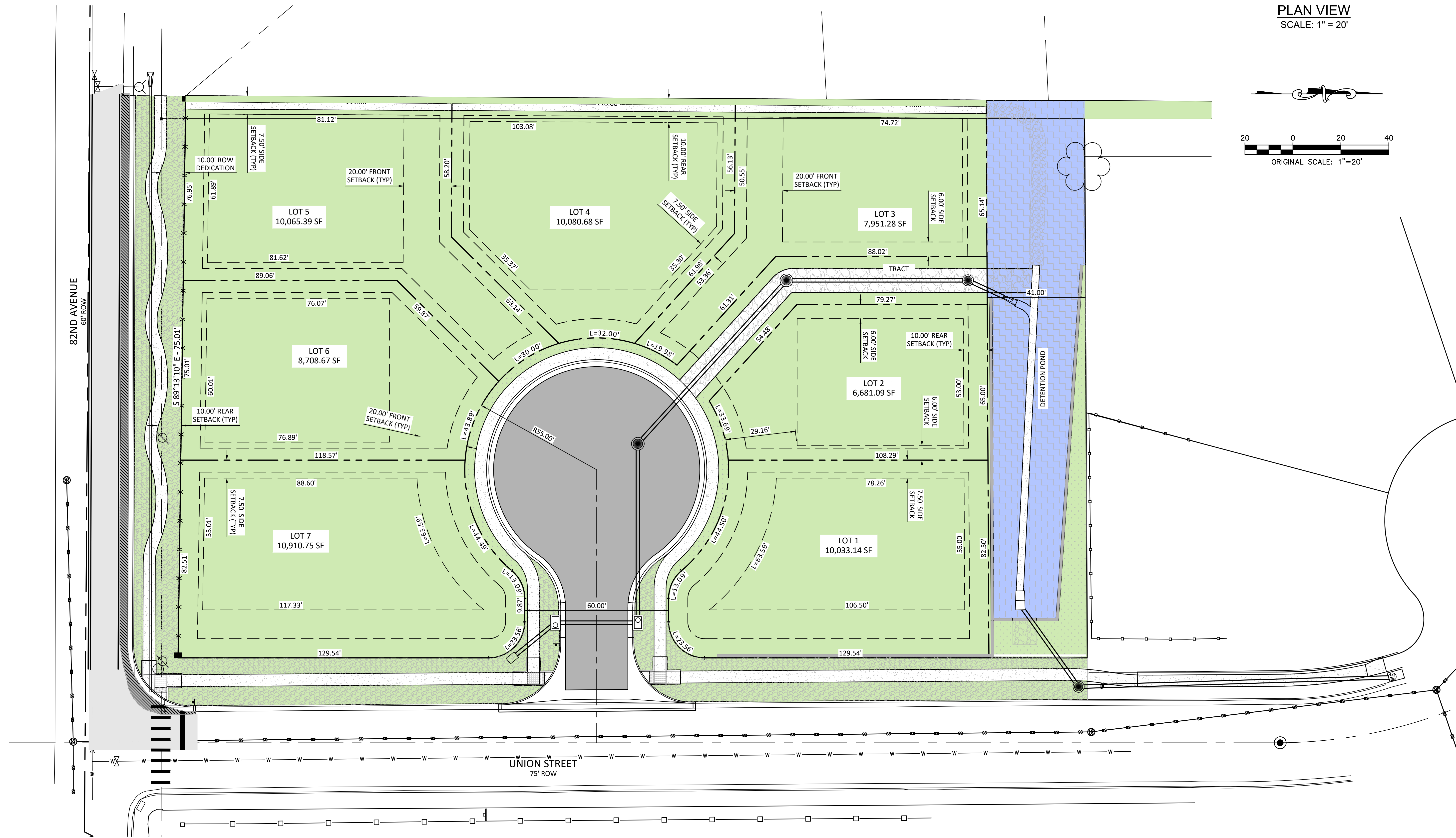


Union Estates

vicinity map

Northwest corner of 82nd and Union St

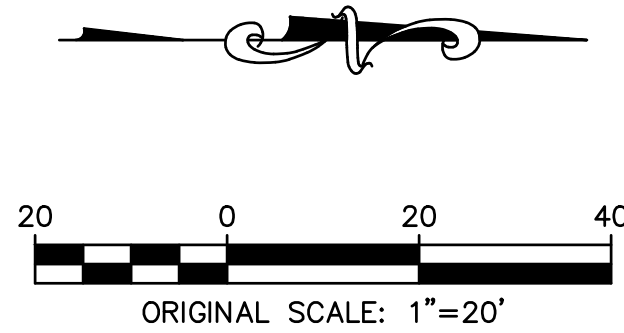




LEGEND

-  LANDSCAPED AREAS AND LOTS
 PROPOSED STREET PAVEMENT
 SIDEWALK AND CONCRETE PAVEMENT
 DETENTION AREA
 WALLS

PLAN VIEW
SCALE: 1" = 20'



UNION ESTATES COLOR RENDERING LINCO ENTERPRISES	DRAWN BY: PSD DESIGNED BY: DEM DRAWING NAME:	prepared for LINCO ENTERPRISES
	JOB NUMBER: 20018 DATE: 7/5/2022 SCALE: AS NOTED SHEET NO: 1 of 1	
*PLANNING * ENGINEERING * CONSTRUCTION MANAGEMENT* *PROJECT MANAGEMENT * SURVEYING*		
 Alliance Consulting Engineers & Surveyors 161415 W. 85TH LANE, UNIT B • ARVADA, CO 80007 • PH. (720) 625-1571 E-MAIL: demonespe@allianceengineer.com		
NO. DESCRIPTION REVISIONS DATE BY		
*PLANNING * DESIGN * DESIGN REVISIONS * AN INSTRUMENT OF PROFESSIONAL SERVICE, THIS DRAWING, INCLUDING ALL ATTACHED SHEETS, IS THE PROPERTY OF ALLIANCE CONSULTING ENGINEERS & SURVEYORS, INC. IT IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF ALLIANCE CONSULTING ENGINEERS & SURVEYORS.		
SCALE: VERIFICATION EAP IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET ADJUST SCALE ACCORDINGLY		
Call utility notification center of Colorado 2-business days in advance before you dig. Dig Safely: 1-800-922-1987 www.utscc.org for marking of underground member utilities.		

Union Estates

zoning and site summary

- Site area: 2.11 acre
- Use: 7 custom home development
- Dwellings per acre: 3.4
- Zoning recommendation RN 7.5, single family
- Minimum lot size 7,500sf
- Average lot size: 9,095sf
- Setbacks: front 20ft, sides 7.5 ft, rear 10ft

Union Estates

architecture



Union Estates

conclusion

1. Compatible with the adjacent and allowed land uses
2. All necessary facilities and services are available to serve property
3. Adequate access to the site via public right-of-way
4. Compliant with comprehensive plan

Thank You



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

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

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: CB22-076, An Ordinance Rezoning Certain Land Within the City of Arvada, Union Estates Property, from Jefferson County A-2 (Agricultural 2) to City of Arvada RN-7.5 (Residential Neighborhood 7.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 12016 W 82nd Avenue (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)

Report in Brief

Steve Lindsey, Linco Enterprises, the applicant is seeking annexation of approximately 2.11 acres located at the northwest corner of West 82nd Avenue and Union Street. The applicant is also requesting rezoning approval from Jefferson County A-2 (Agriculture 2) to RN-7.5 (Residential Neighborhood 7.5) to allow a maximum of seven single-family residential lots. A Site Plan to develop seven custom single-family homes and a Minor Subdivision are also submitted and are under the administrative review process. The staff report and other attachments are linked to the annexation item on this agenda.

The Arvada team recommends that the City Council approve CB22-076, An Ordinance Rezoning Certain Land Within the City of Arvada, Union Estates Property, from Jefferson County A-2 (Agricultural 2) to City of Arvada RN-7.5 (Residential Neighborhood 7.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, approximately located at 12016 W 82nd Avenue on first reading, ordered published in full and a public hearing date be set for November 7, 2022 at 6:15 p.m.

Financial Impact

There is no financial impact associated with the rezoning.

Background

The subject property is located at 12016 West 82nd Avenue and is currently a vacant parcel zoned A-2 (Agricultural-2) in Jefferson County. The Hills at Standley Lake subdivisions lies to the north, west and east side of the property. The City's Pioneer Park is directly to the south. The property is designated Suburban Residential in the 2014 Comprehensive Plan. Consistent with the existing neighborhoods, the proposed zoning for the property is RN-7.5. The seven lot subdivision will be custom-homes to be built by the applicant who is a custom home builder.

As part of the 2020 Land Development Code, the City rezoned and remapped the established areas of the various subdivisions of the Hills and Standley Lake for single-family detached homes zoned PUD-R (Planned Unit Development-Residential) to RN-7.5. The intent of the RN zone district is to maintain the character of mature established neighborhoods to allow development and redevelopment that are consistent with the neighborhood's architectural character.

Discussion

The following information summarizes the analysis of the Zoning and Rezoning approval criteria by the Community and Economic Development team.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
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SUBJECT: CB22-076, An Ordinance Rezoning Certain Land Within the City of Arvada, Union Estates Property, from Jefferson County A-2 (Agricultural 2) to City of Arvada RN-7.5 (Residential Neighborhood 7.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 12016 W 82nd Avenue (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)

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ITEM: 8.C.2.

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 RN-7.5 zone district is consistent with the Suburban Residential land use category and other applicable policies in the Comprehensive Plan.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The single-family detached homes are consistent with the intent of the RN-7.5.
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	All facilities and services are available to serve the site. The applicant will also be improving West 82nd Avenue to meet the collector street standard to include dedication of right-of-way, curb, gutter and sidewalk.
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 vacant lot will be developed for seven single-family detached homes. Other than during construction, there are no significant adverse impacts since the adjacent properties have been developed.
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 RN-7.5 is consistent with the existing neighborhood area.

Public Contact

The applicant provided an overview of the proposed lots and discussed the proposed RN-7.5 development standards during a neighborhood meeting held on November 12, 2020. The adjacent neighbors to the east were concerned that the lots sizes were smaller than their lots and that homes would be located closer to their homes. They also asked what type of homes would be built.

The applicant responded that the minimum lot size and setbacks were consistent with the adjacent subdivisions. The proposed development will be custom-homes and he would work with the adjacent property owners to screen the backyards with landscape. No further concerns were raised.

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 7 to 0 to recommend approval of this project to the City Council during their meeting on July 19, 2022.

Strategic Alignment

The recommended action aligns with the following Principle within the Community and Economic Development Priority Area of the City Council Strategic Plan:

SUBJECT: CB22-076, An Ordinance Rezoning Certain Land Within the City of Arvada, Union Estates Property, from Jefferson County A-2 (Agricultural 2) to City of Arvada RN-7.5 (Residential Neighborhood 7.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 12016 W 82nd Avenue (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)

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Uses the Comprehensive Plan to guide planning, land use code decisions, development management, and informational and resource services that are delivered to businesses, the development community, decision-making bodies, and neighborhood partners to achieve a well-planned, aligned, sustainable, attractive, and livable community for current and future generations.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-076, An Ordinance Rezoning Certain Land Within the City of Arvada, Union Estates Property, from Jefferson County A-2 (Agricultural 2) to City of Arvada RN-7.5 (Residential Neighborhood 7.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, generally located at 12016 West 82nd Avenue on first reading, ordered published in full and a public hearing date be set for November 7, 2022 at 6:15 p.m.

Suggested Motion:

I move that CB22-076, An Ordinance Rezoning Certain Land Within the City of Arvada, Union Estates, from Jefferson County A-2 (Agricultural 2) to City of Arvada RN-7.5 (Residential Neighborhood-7.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 12016 West 82nd Avenue be, (approved on first reading, ordered published in full and a public hearing date be set for November 7, 2022 at 6:15 p.m.

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:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Carol Ibanez, Senior Planner	9/26/2022
Josie Suk, Development Systems and Administrative Manager	9/27/2022
Robert Smetana, Manager of City Planning and Development	9/27/2022
Ryan Stachelski, Director of Community and Economic Development	9/27/2022
Emily Grogg, Senior Assistant City Attorney	9/27/2022
Gail Walker, Legal Specialist-Contracts	9/28/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022

SUBJECT: CB22-076, An Ordinance Rezoning Certain Land Within the City of Arvada, Union Estates Property, from Jefferson County A-2 (Agricultural 2) to City of Arvada RN-7.5 (Residential Neighborhood 7.5) and Amending the Official Zoning Maps of the City of Arvada, Colorado, Generally Located at 12016 W 82nd Avenue (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)

PAGE: 4
ITEM: 8.C.2.

Linda Haley, Deputy City Manager

10/4/2022

Lorie Gillis, Deputy City Manager

10/4/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-076
ORDINANCE NO.

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA,
UNION ESTATES PROPERTY, FROM JEFFERSON COUNTY A-2 (AGRICULTURAL
2) TO CITY OF ARVADA RN-7.5 (RESIDENTIAL NEIGHBORHOOD 7.5) AND
AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA,
COLORADO, GENERALLY LOCATED AT 12016 WEST 82ND AVENUE

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

Section 1. The following described property is hereby rezoned from Jefferson County A-2
(Agricultural 2) to City of Arvada RN-7.5 (Residential Neighborhood 7.5).

THE CURRENTLY VACANT PARCEL OF LAND LOCATED AT WEST 82ND AVENUE
AND UNION STREET MORE PARTICULARLY DESCRIBED ON THE ATTACHED
EXHIBIT A.

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in
accordance herewith.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of October, 2022.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: October 20, 2022

EXHIBIT A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA,
UNION ESTATES PROPERTY, FROM JEFFERSON COUNTY A-2 (AGRICULTURAL
2) TO CITY OF ARVADA RN-7.5 (RESIDENTIAL NEIGHBORHOOD 7.5) AND
AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA,
COLORADO, GENERALLY LOCATED AT 12016 WEST 82nd AVENUE

EXHIBIT A

PARCEL A:

A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH P.M., JEFFERSON COUNTY, COLORADO CONSISTING OF A PORTION OF TRACT 22, DENVER VIEW GARDENS, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 2 AT PAGE 59A TOGETHER WITH A PORTION OF LOT 21, RUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 22 THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 36.55 FEET TO A POINT 30 FEET NORTH OF THE PHYSICAL CENTER LINE OF WEST 82ND AVENUE (MAY 1995) AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 13 MINUTES, 10 SECONDS EAST A DISTANCE OF 225.02 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID TRACT 22, A DISTANCE OF 389.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 73.01 FEET OF LOT 21, RUSTIC ACRES; THENCE SOUTH 89 DEGREES, 43 MINUTES, 22 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 21 A DISTANCE OF 225.00 FEET TO THE WEST LINE OF SAID LOT 21; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 21 AND THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 384.94 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON , STATE OF COLORADO.

PARCEL B:

THAT PORTION OF LOT 21, RUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 73.01 FEET, THENCE NORTH 89 DEGREES 43 MINUTES 22 SECONDS EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 225.00 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 73.01 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 89 DEGREES, 42 MINUTES, 23 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 225.00 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL C:

A TRACT OF LAND KNOWN AS THE EASTERLY 9.5 FEET OF BLOCK 21, DENVER VIEW GARDENS.

SAID TRACT BEING ALSO KNOWN AS A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 21, DENVER VIEW GARDENS; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 21, 630.55 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 21, 6 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 630.55 FEET, MORE OF LESS, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 21, WHICH IS 9.5 FEET WEST OF THE SOUTHEAST CORNER OF

SAID BLOCK 21; THENCE EAST ALONG SAID SOUTH LINE 9.5 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

ZONING AREA CONTAINS: 91,995.1 SQUARE FEET OR 2.11 ACRES.

UNION ESTATES ZONING MAP

PARCELS OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER
OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF JEFFERSON, STATE OF COLORADO.

PROPERTY DESCRIPTION:

PARCEL A:

A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH P.M., JEFFERSON COUNTY, COLORADO CONSISTING OF A PORTION OF TRACT 22, DENVER VIEW GARDENS, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 2 AT PAGE 59A TOGETHER WITH A PORTION OF LOT 21, RUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 22 THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 36.55 FEET TO A POINT 30 FEET NORTH OF THE PHYSICAL CENTER LINE OF WEST 82ND AVENUE (MAY 1995) AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 13 MINUTES, 10 SECONDS EAST A DISTANCE OF 225.02 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL TO THE WEST LINE OF SAID TRACT 22, A DISTANCE OF 389.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 73.01 FEET OF LOT 21, RUSTIC ACRES; THENCE SOUTH 89 DEGREES, 43 MINUTES, 22 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 21 A DISTANCE OF 225.00 FEET TO THE WEST LINE OF SAID LOT 21; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 21 AND THE WEST LINE OF SAID TRACT 22 A DISTANCE OF 384.94 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF LOT 21, RUSTIC ACRES, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY IN PLAT BOOK 20 AT PAGE 36, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 73.01 FEET, THENCE NORTH 89 DEGREES 43 MINUTES 22 SECONDS EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 225.00 FEET, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 73.01 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 89 DEGREES, 42 MINUTES, 23 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 225.00 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

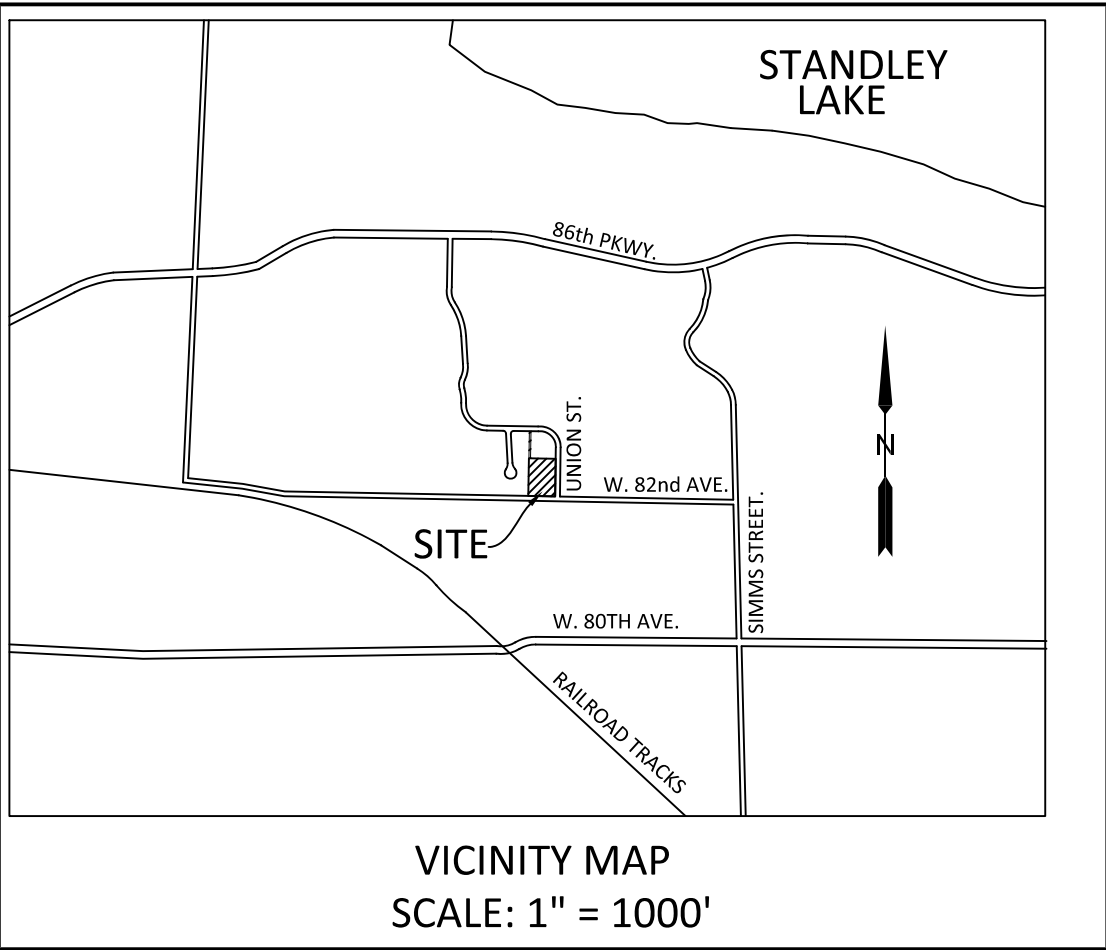
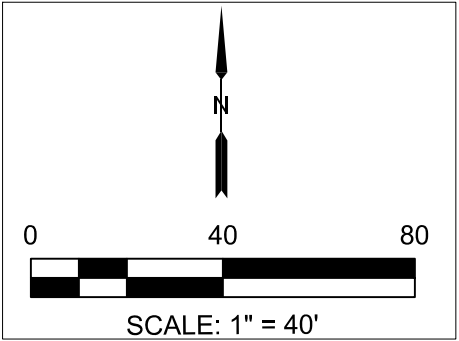
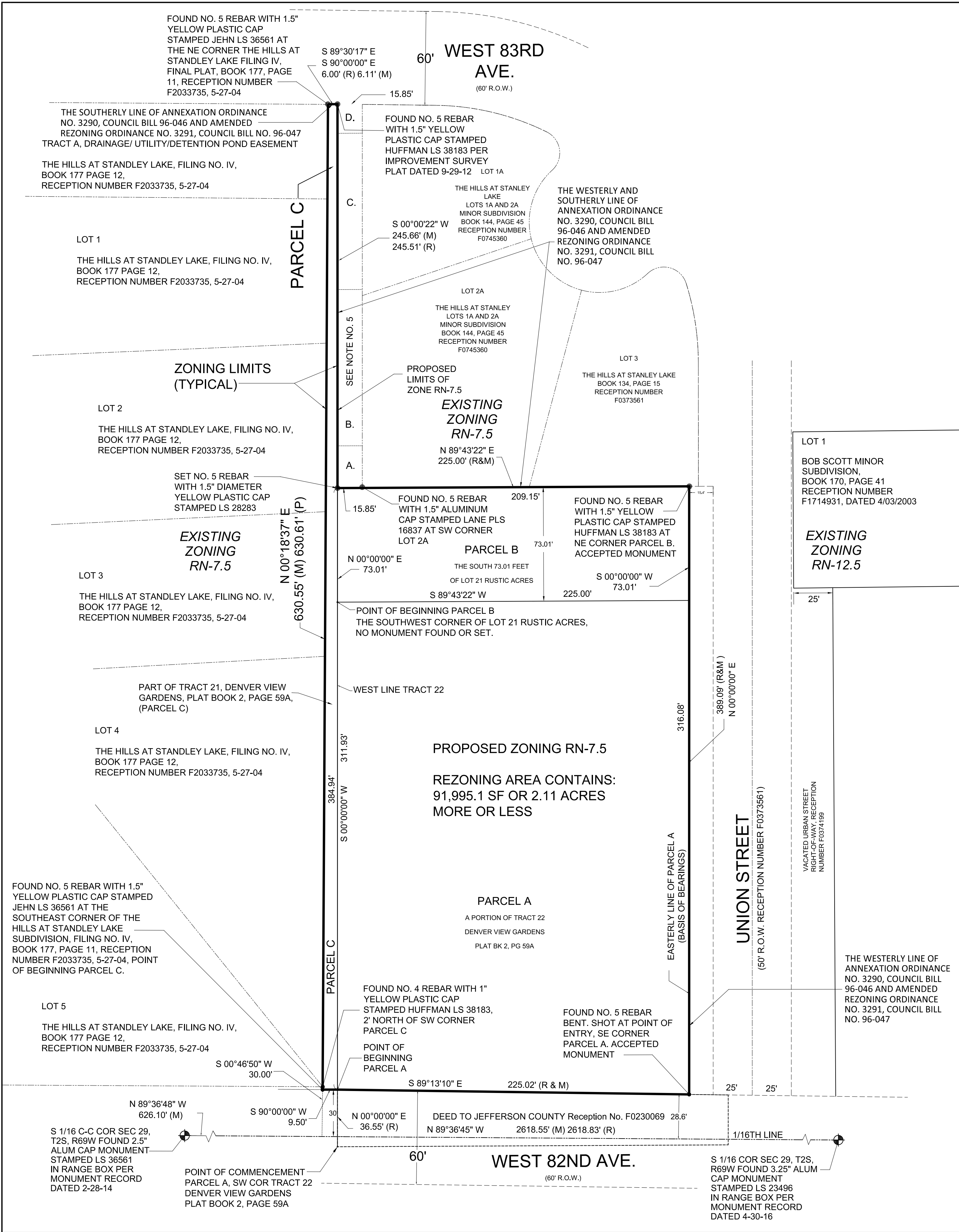
PARCEL C:

A TRACT OF LAND KNOWN AS THE EASTERLY 9.5 FEET OF BLOCK 21, DENVER VIEW GARDENS.

SAID TRACT BEING ALSO KNOWN AS A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 21, DENVER VIEW GARDENS; THENCE NORTH ALONG THE EAST LINE LINE OF SAID BLOCK 21, 630.55 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 21, 6 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 630.55 FEET, MORE OF LESS, TO A POINT ON THE SOUTH LINE OF SAID BLOCK 21, WHICH IS 9.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK 21; THENCE EAST ALONG SAID SOUTH LINE 9.5 FEET TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

ZONING AREA CONTAINS: 91,995.1 SQUARE FEET OR 2.11 ACRES.

LEGEND	
(M)	MEASURED BEARING OR DISTANCE
(P)	PLAT BEARING OR DISTANCE
(R)	RECORD BEARING OR DISTANCE
	SURVEY MONUMENT IN CAST IRON RANGE BOX
	FOUND SURVEY MONUMENT AS LABELED HEREON
	RIGHT-OF-WAY LINE
	LOT LINE
	PROPOSED ZONING LIMITS OF DA2021-0023
	ADJACENT LOT LINE



NOTES:

1.) THIS ZONING MAP HAS BEEN PREPARED AS PART OF CITY OF ARVADA DEVELOPMENT APPLICATION NO. DA2021-0023.

2.) FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 5509-3738262 DATED FEBRUARY 9, 2022 AT 8:00 AM WAS USED FOR THE LEGAL DESCRIPTIONS AND RESEARCH OF EASEMENTS, RIGHTS-OF-WAY AND ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.

3.) FIELD SURVEY CONDUCTED JUNE, 2020.

4.) BASIS OF BEARINGS: THE EAST LINE OF PARCEL B IS ASSUMED TO BEAR NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST BETWEEN A FOUND NO. 5 REBAR AT THE SOUTHEAST CORNER OF SAID PARCEL B AND A FOUND NO. 5 REBAR WITH 1.5 INCH YELLOW PLASTIC CAP STAMPED LS 38183 AT THE NORTHEAST CORNER OF SAID PARCEL B.

5.) A STRIP OF LAND LYING BETWEEN THE SUBJECT PROPERTY AND THE WESTERLY LINE OF LOTS 1A AND 2A OF THE HILLS OF STANLEY LAKE LOTS 1A AND 2A, A MINOR SUBDIVISION IS APPARENTLY REMNANT PORTIONS OF LOTS 18, 19, 20 AND 21 OF RUSTIC ACRES, BOOK 20, PAGE 36 THAT WERE NOT INCLUDED IN THE SUBSEQUENT PLATS OF THE HILLS AT STANLEY LAKE, RECEPTION NO. F0373561 OR THE HILLS OF STANLEY LAKE LOTS 1A AND 2A, A MINOR SUBDIVISION, RECEPTION NO. F0745360 AND IS NOT INCLUDED IN THIS REZONING.

TABLE OF REMNANT PORTIONS OF LOTS 18-21, RUSTIC ACRES, BOOK 20, PAGE 36: DIMENSIONS ARE SHOWN APPROXIMATELY, FOR GENERAL INFORMATION PURPOSES ONLY AND BASED ON RECORDED PLAT DIMENSIONS. THESE PORTIONS OF LOTS ON THE ADJACENT PROPERTY WERE NOT INCLUDED IN THE SURVEY OR INCLUDED IN THIS ZONING MAP.

A = THE WESTERLY PORTION OF LOT 21 RUSTIC ACRES, BOOK 36 (15.85' X 26.99').

B = THE WESTERLY PORTION OF LOT 20 RUSTIC ACRES, BOOK 36 (15.85' X 100').

C = THE WESTERLY PORTION OF LOT 19 RUSTIC ACRES, BOOK 36 (15.85' X 100').

D = THE WESTERLY PORTION OF LOT 18 RUSTIC ACRES, BOOK 36 (15.85' X 18.44' +/-).

PREPARED BY:
ROCK CREEK SURVEYING, LLC
3021 GARDENIA WAY
SUPERIOR, COLORADO 80027
(303) 521-7376

06/07/2022

SHEET 1 OF 1



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.3.**

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: CB22-077, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022 (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)

Report in Brief

The Infrastructure Work System has been updating financial strategies to support Utilities infrastructure and, specifically, Strategic Result 3 (SR3), the Water, Sewer, and Stormwater Master Plans and their implementation. The financial strategies include plans to issue a bond for water infrastructure.

The Water Master Plan identified projects required to add capacity for planned development and to reinvest in existing infrastructure.

The team is requesting that the City Council authorize the issuance of revenue bonds to fund these projects.

The Arvada team recommends that the City Council approve CB22-077, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022.

Financial Impact

If approved by the City Council, the bond issue will increase the Water Enterprise Revenue debt by no more than \$52 million with annual payments no greater than \$3.75 million for 30 years and a total maximum repayment cost no greater than \$104 million. The source of the payments (principal and interest on the bonds) is revenue from water customers along with system development charges.

Background

The City's Infrastructure team continues to prepare for investments in operations and infrastructure as part of our ongoing commitment to continue to provide reliable water, sewer, and stormwater drainage services to our community. Over the past two years, the team has provided information and updates to the Council regarding this, including annual budgets and workshops related to the water, sewer, and stormwater master planning efforts. This work supports the 2020-2025 City Council Strategic Plan that calls for updated master plans for water, sewer and stormwater, as well as an implementation plan and budget recommendations.

During the July 25 workshops, the City team presented financial strategies that would support reinvestment and planned development. We received direction from the Council to continue on the path to implement a plan to adjust rates, bimonthly service fees, and system development charges (formerly referred to as tap fees). The adjustments will provide additional resources to support implementation of the master plans called for in Strategic Result 3, including issuing bonds for water and sewer infrastructure.

The Water Enterprise fund currently has no debt. Issuing debt at this time will provide funds immediately for projects and allow the city to pay over 30 years. Using bond funds to pay for large infrastructure that has a long life (20 to 50+ years) ensures intergenerational equity for our customers. This means that because most bonds have a 20-30 year term, all customers

who benefit from the completed projects, whether they live in the city now or will move here in the near future, will pay for them.

Revenue for bond payments will come from a combination of rates, fees, and system development charges. Rates and fees will pay for the portion of the bond that is related to reinvestment, and system development charges will pay for the portion of the bond that is related to capacity. This ensures the growth pays for itself in Arvada.

Discussion

Strategic Result 3 (SR3) directs the City team to complete Water, Sewer, and Stormwater Master Plans and their implementation. In order to implement the master plan findings, the City team developed financial strategies that include adjustments to rates, bimonthly service fees, system development charges, and issuance of bonds. This funding is critical to support the projects identified in the Master Plans so that our customers will continue to have reliable water service and that the City's infrastructure has the capacity to support planned development.

The 10-year capital plan for water includes major reinvestment in existing water treatment infrastructure, design and construction of a new water treatment plant, major reinvestment in distribution lines, and the completion of the Gross Reservoir Expansion. To fund the initial phase of this work for the years 2023-2025, the City team is recommending a \$50 million bond issue in 2022. Using bonds is a best management practice for funding major infrastructure and will support Strategic Result 3.

The Water Enterprise fund currently has no debt. In order to support bond payments, adjustments to rates, fees, and system development charges will be required to raise additional revenue. These adjustments are proposed under separate ordinances to revise City Code. Rates and fees will pay for the portion of costs associated with reinvestment, and system development charges will pay the portion related to added capacity for planned development. This approach ensures that growth pays for itself, and at the same time existing customers pay for reinvestment in aging infrastructure.

Approving this ordinance will support the Utilities financial strategies discussed at the July 25 workshop. The strategies support implementation of the Water Master Plan as directed by Strategic Result 3. This action will also support reliable, safe drinking water for the community for decades to come.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The recommendation to issue revenue bonds aligns with the following Strategic Result within the Infrastructure Priority Area of the City Council Strategic Plan:

By 12/2023 update water, sewer, stormwater master plans and develop an implementation plan to address all findings.

In addition, issuing revenue bonds 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 the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

Approve CB22-077, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022 2.

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-077, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022.

Suggested Motion:

I move that CB22-077, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022, be (approved on first reading, ordered published in full, and a public hearing set for November 7, at 6:15 p.m.) (rejected).

Prepared by:
Bryan Archer, Director of Finance

Reviewed by:

Approved by:

Gail Walker, Legal Specialist-Contracts	10/5/2022
Brad Moloney, Deputy City Attorney	10/5/2022
Rachel Morris, City Attorney	10/5/2022
Don Wick, Director of Public Works	10/5/2022
Linda Haley, Deputy City Manager	10/5/2022
Lorie Gillis, Deputy City Manager	10/6/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-077
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF ARVADA,
COLORADO, WATER ENTERPRISE REVENUE BONDS, SERIES 2022

WHEREAS, the City of Arvada (the “City”) is a municipal corporation and political subdivision of the State of Colorado (the “State”) duly organized and existing under the City’s home rule charter (the “Charter”) adopted pursuant to Article XX of the Constitution of the State; and

WHEREAS, the members of the City Council of the City (the “Council”) have been duly elected or appointed and qualified; and

WHEREAS, the City now owns and operates a municipal water system (the “Water System”); and

WHEREAS, the Council has determined and hereby determines that the Water System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution (“TABOR”) and Title 37, Article 45.1, C.R.S. (the “Enterprise Act”); and

WHEREAS, the City is authorized by Section 11.5 of the Charter to issue bonds for the purpose of purchasing, constructing, condemning, otherwise acquiring, extending, or improving a water system provided that the bonds shall be made payable solely out of the net revenues derived from the operations of such system; and

WHEREAS, the Council proposes to extend, better, otherwise improve and equip the Water System (as more fully described herein, the “Project”); and

WHEREAS, the City is authorized by Section 11.5 of the Charter, and the Enterprise Act, to issue revenue bonds authorized by action of the Council; and

WHEREAS, the City intends to issue its “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022” (the “Bonds”) to defray in part the costs of the Project; and

WHEREAS, the City is authorized by TABOR, the Enterprise Act and Section 11.5 of the Charter to issue the Bonds without an election; and

WHEREAS, the City has not previously pledged nor hypothecated the revenues derived or to be derived from the operation of the Water System, or any part thereof, to the payment of any outstanding bonds or other financial obligations or for any other purpose; and

WHEREAS, the City intends to conduct a public sale of the Bonds where the Bonds will be sold to the highest and best bidders for cash and to the best advantage of the City for the purpose of defraying in whole or in part the costs of the Project in accordance with Section 11.8 of the Charter; and

WHEREAS, pursuant to Section 11-57-205, C.R.S., the City desires to delegate to the City Manager or the Director of Finance the independent power to accept a binding bid for the Bonds and to make final determinations relating to the Bonds, subject to the parameters contained in Section 213 of this Ordinance; and

WHEREAS, there are on file with the City Clerk the forms of the following documents: (i) the Notice of Sale; (ii) the Paying Agent Agreement; (iii) the Preliminary Official Statement; and (iv) the Continuing Disclosure Certificate; and

WHEREAS, it is necessary to provide for the form of the Bonds, Bond details, the payment of the Bonds, and other provisions relating to the authorization, issuance, and sale of the Bonds.

BE IT ORDAINED BY THE CITY OF ARVADA, COLORADO:

ARTICLE I
DEFINITIONS, INTERPRETATION,
RATIFICATION AND EFFECTIVE DATE

Section 101. Meanings and Construction.

A. Definitions. The terms in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

“acquire” or “acquisition” means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or other acquisition, or any combination thereof, of any properties pertaining to the Water System, or an interest therein, or any other properties herein designated.

“Bond Counsel” means an attorney or a firm of attorneys, designated by the City of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Fund” means the special fund designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022, Bond Fund” created pursuant to Section 505 hereof.

“Bond Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, any Parity Bonds, or other securities payable from the Net Pledged Revenues and heretofore or hereafter issued, if any, or such part of such securities as may be designated.

“Bonds” means City’s Water Enterprise Revenue Bonds, Series 2022, issued pursuant to this Ordinance.

“book-entry form” or “book-entry system” means, with respect to the Bonds, a form or system, as applicable, under which physical Bond certificates in fully registered form are registered only in the name of The Depository Trust Company or its nominee as Owner, with the physical Bond certificates “immobilized” in the custody of The Depository Trust Company. The book-entry system maintained by and the responsibility of The Depository Trust Company and

not maintained by or the responsibility of the City or the Paying Agent is the record that identifies, and records the transfer of the interests of, the owners of book-entry interests in the Bonds.

“Business Day” means a day of the year, other than a Saturday or Sunday, other than a day on which commercial banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed and other than a day on which the New York Stock Exchange is closed.

“Capital Improvements” means the acquisition of land, water or water rights, easements, facilities, and equipment (other than ordinary repairs and replacements), and those property improvements or any combination of property improvements which will constitute enlargements, extensions or betterments to the Water System and will be incorporated into the Water System.

“City” means the City of Arvada, Adams and Jefferson Counties, Colorado, a municipal corporation and political subdivision of the State.

“City Clerk” means the City Clerk of the City, or his or her successor in functions, if any.

“City Manager” means the City Manager of the City, or his or her successor in functions, if any.

“Charter” means the home rule charter of the City, including all amendments thereto prior to the date hereof.

“Closing Date” means the date of delivery of and payment for the Bonds.

“Combined Maximum Annual Principal and Interest Requirements” means the largest sum of the principal of and interest on the Bonds, any Outstanding Parity Bonds and any additional Parity Bonds proposed to be issued, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided), subject in all respects to the following, as applicable:

(1) The word “principal,” as used in this definition, means the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise.

(2) Any computation made under this definition shall be adjusted for all purposes in the same manner as is provided in Section 703 hereof.

“Commercial Bank” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve System, which has a capital and surplus of \$10,000,000 or more, and which is located within the United States of America.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate for the Bonds executed by the City.

“Costs of the Project” means all costs, as designated by the City, of the Project, or any interest therein, which cost, at the option of the City (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

(i) All preliminary expenses or other costs advanced by the City or advanced by the Federal Government, the State or by any other Person from any source, with the approval of the Council, or any combination thereof, or otherwise;

(ii) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(iii) The costs of contingencies;

(iv) The costs of premiums on any builders’ risk insurance and performance bonds during the construction, installation and other acquisition of the Project, or a reasonably allocated share thereof;

(v) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

(vi) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(vii) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, Bond Counsel, counsel to the Purchaser, counsel to the City, financial advisor, rating agencies and printers to the extent not defrayed as an Operation and Maintenance Expense;

(viii) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(ix) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(x) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(xi) The costs of machinery and equipment;

(xii) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(xiii) The payment of the premium for the Insurance Policy issued by the Insurer and Reserve Fund Insurance Policy issued by the Surety Provider;

(xiv) The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the acquisition and construction of the Project;

(xv) The costs of amending any ordinance or other instrument pertaining to the Bonds or otherwise to the Water System; and

(xvi) All other expenses pertaining to the Project.

“Council” means the City Council of the City.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“Director of Finance” means the Director of Finance of the City, or his or her successor in functions, if any.

“Enterprise Act” means Title 37, Article 45.1, C.R.S., as amended.

“Events of Default” means the events stated in Section 903 hereof.

“Federal Government” means the United States of America and any agency, instrumentality or corporation thereof.

“Federal Securities” means bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“Fitch” means Fitch, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

“Fiscal Year” means the calendar year or any other 12-month period hereafter selected by the City as its fiscal year.

“Gross Pledged Revenues” means all income from rates, fees, tolls and charges and tap fees, or any combination thereof, but not special assessments, for the services furnished by, or the direct or indirect connection with, or the use of, or any commodity from the Water System, including without limiting the generality of the foregoing, minimum charges, charges for the availability of service, disconnection fees, reconnection fees and reasonable penalties for any delinquencies, and all income or other realized gain, if any, from any investment of Gross Pledged Revenues and of the proceeds of securities payable from Net Pledged Revenues (except income or other gain from any investment of moneys held in an escrow fund or account for the defeasance of securities payable from the Net Pledged Revenues or any other similar fund) to the extent not required to be rebated to the federal government; provided however, that there shall be excluded from Gross Pledged Revenue: ad valorem property taxes; any moneys borrowed and used for providing Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account, pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the Water System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom. Gross Pledged Revenues shall also include amounts on deposit in a rate stabilization fund. Gross Pledged Revenues excludes any refund of rates, tolls and charges due to others.

“improve” or “improvement” means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

“Independent Accountant” means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

- (i) Who is, in fact, independent and not under the control of the City;

(ii) Who does not have any substantial interest, direct or indirect, with the City, and

(iii) Who is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

“Independent Engineer” means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the Water System, which individual, firm or corporation has no substantial interest, direct or indirect, in the City and in the case of an individual, is not a member of the Council, or an officer or employee of the City, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the City.

“Insurance Agreement” means an agreement entered into between the City and any Insurer pursuant to Section 213 of this Ordinance.

“Insurance Policy” means the municipal bond new issue insurance policy, if any, issued by the Insurer that guarantees payment of principal of and interest on the Bonds when due.

“Insurer” means the issuer of the Insurance Policy, if any, as set forth in the Sale Certificate.

“Investment Securities” means any securities or other obligations permitted as investments of moneys of the City under the laws of the State.

“Letter of Representations” means the Blanket Issuer Letter of Representations from the City to The Depository Trust Company in connection with the issuance of the Bonds in a book-entry system, as supplemented and amended from time to time.

“Mayor” means the Mayor of the City or his or her successor in functions, if any.

“Moody’s” means Moody’s Investor Services, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

“Net Pledged Revenues” means the Gross Pledged Revenues remaining after the payment of the Operation and Maintenance Expenses of the Water System.

“Official Statement” means the Official Statement delivered in connection with the original issuance and sale of the Bonds.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the Water System as may be determined by the City, including, except as limited by contract or otherwise limited by law, without limiting the generality of the foregoing:

- (a) Engineering, auditing, legal and other overhead expenses directly related and reasonably allocable to the administration, operation and maintenance of the Water System;
- (b) Insurance, surety bond and interest rate cap agreement premiums appertaining to the Water System;
- (c) The reasonable charges of any paying agent, registrar, transfer agent, depository or escrow bank appertaining to any securities payable from the Net Pledged Revenues;
- (d) Annual payments to pension, retirement, health and hospitalization funds appertaining to the Water System;
- (e) Any taxes, assessments, franchise fees or other charges or payments in lieu of the foregoing;
- (f) Ordinary and current rentals or equipment or other property;
- (g) Contractual services, professional services, salaries, administrative expenses and costs of labor appertaining to the Water System, the cost of water purchased for delivery through the Water System and the cost of materials and supplies used for current operation or routine maintenance or repair of the Water System;
- (h) The costs incurred in the billing and collection of all or any part of the Gross Pledged Revenues;
- (i) Any costs of utility services furnished to the Water System by the City or otherwise;
- (j) Any other such expenses considered by the City in determining the amount of water rates, fees, tolls and charges imposed for operation and maintenance; and
- (k) Expenses in connection with the issuance of bonds or other securities evidencing any loan to the City and payable from Gross Pledged Revenues.

“Operating Expenses” do not include:

- (a) Any allowance for depreciation;

(b) Any costs of improvement, extension or betterment that qualify as capital items in accordance with generally accepted accounting principles;

(c) Any accumulation of reserves for capital replacements;

(d) Any reserves for operation, maintenance or repair of the Water System;

(e) Any allowance for the redemption of any bonds or other securities payable from the Net Pledged Revenues or the payment of any interest thereon;

(f) Any liabilities incurred in the acquisition of any facilities constituting part of the Water System; and

(g) Any other ground of legal liability not based on contract.

“Ordinance” means this ordinance of the City, which provides for the issuance and delivery of the Bonds.

“Outstanding” when used with reference to the Bonds, the Parity Bonds, or any other designated securities and as of any particular date means all the Bonds, the Parity Bonds, or any such other securities payable from the Net Pledged Revenues or otherwise pertaining to the Water System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(i) Except any Bond, Parity Bond, or other security canceled by the City, by any paying agent, or otherwise on the City’s behalf, at or before such date;

(ii) Except any Bond, Parity Bond, or other security deemed to be paid as provided in Section 1201 hereof or any similar provision of the ordinance authorizing the issuance of such other security; and

(iii) Except any Bond, Parity Bond, or other security in lieu of or in substitution for which another Bond, Parity Bond or other security shall have been executed and delivered pursuant to Sections 305, 306 or 1008 hereof or any similar provisions of the ordinance authorizing the issuance of such other security.

“Owner” means the registered owner of any designated Bond, Parity Bond, or other designated security.

“Parity Bonds” means any securities hereafter issued payable from and having an irrevocable lien upon the Net Pledged Revenues on a parity with the Bonds.

“Parity Bond Ordinances” means any ordinances or agreements hereafter entered into by the City with respect to or authorizing the issuance of Parity Bonds.

“Paying Agent” means UMB Bank, n.a., in Denver, Colorado, being an agent of the City for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds and includes any successor Commercial Bank as paying agent.

“Paying Agent Agreement” means the Paying Agent Agreement between the City and the Paying Agent.

“Person” means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the City), partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Policy Costs” means repayment of draws under the Reserve Fund Insurance Policy, if any, plus all related reasonable expenses incurred by the Surety Provider, plus accrued interest thereon.

“Preliminary Official Statement” means the Preliminary Official Statement delivered in connection with the original issuance and sale of the Bonds.

“Project” means the acquisition, construction and installation of Capital Improvements to the Water System, the cost of which is to be defrayed with a portion of the proceeds of the Bonds.

“Project Fund” means the special fund designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022, Project Fund” created pursuant to Section 401 hereof.

“Purchaser” means the original purchaser of the Bonds as specified in the Sale Certificate.

“Rating Agency” means each nationally recognized securities rating agency then maintaining a rating on the Bonds.

“Rebate Fund” means the special fund designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022, Rebate Fund” created pursuant to Section 509 hereof.

“Record Date” means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

“Redemption Date” means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Pledged Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

“Reserve Fund” means the special fund designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022, Reserve Fund” created pursuant to Section 506 hereof.

“Reserve Fund Insurance Policy” means any insurance policy, surety bond, irrevocable letter of credit or similar instrument deposited in or credited to the Reserve Fund in lieu of or in partial substitution for moneys on deposit therein.

“Reserve Fund Requirement” if any, has the meaning ascribed to such term in the Sale Certificate.

“Sale Certificate” means the sale certificate of the City relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 213 hereof.

“Special Record Date” means the record date for determining ownership of the Bonds for purposes of paying accrued but unpaid interest, as such date may be determined pursuant to this Ordinance.

“Standard & Poor’s” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, its successors and its assigns.

“State” means the State of Colorado.

“Subordinate Securities” means securities or other obligations payable from the Net Pledged Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Bonds.

“Supplemental Public Securities Act” means Part 2 of Article 57 of Title 11, C.R.S., as amended.

“Surety Provider” means the Insurer or any other entity issuing a Reserve Fund Insurance Policy with respect to the Bonds.

“Tax Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

“Tax Compliance Certificate” means one or more federal tax compliance certificates executed by the City in connection with the initial issuance and delivery of the Bonds.

“Term Bonds” means Bonds that are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“Trust Bank” means a Commercial Bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

“Water Enterprise Fund” means the special fund maintained by the City and designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Water Enterprise Fund.”

“Water System” means the City’s system for the collection, treatment and discharge of water and consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City, whether situated within or without the City boundaries, used in connection with such system of the City, and in any way appertaining thereto, including all present or future improvements, extensions, enlargements, betterments, replacements or additions thereof or thereto and administrative facilities

Section 102. Parties Interested Herein. Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the City, the Council, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any Parity Bonds or other securities payable from the Net Pledged Revenues when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Council, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

Section 103. Ratification; Approval of Documents. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers, employees and agents of the City and otherwise taken by the City directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

Section 104. Repealer. All bylaws, orders, resolutions and ordinances or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof,

heretofore repealed. All rules of the Council, if any, which might prevent the final passage and adoption of this Ordinance are hereby suspended.

Section 105. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 106. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Bonds and this Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

Section 107. Conclusive Recitals. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 108. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

ARTICLE II

DETERMINATION OF THE CITY'S AUTHORITY AND OBLIGATIONS;

APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO

APPLY SUPPLEMENTAL PUBLIC SECURITIES ACT TO THE BONDS

Section 201. Authorization. The Bonds are issued in accordance with the Constitution and laws of the State, the Charter and the provisions of this Ordinance, specifically the Supplemental Public Securities Act; Title 37, Article 45.1, C.R.S., and all other laws of the State thereunto enabling. For the purpose of defraying the Costs of the Project, the City hereby authorizes the Bonds to be issued in the aggregate principal amount provided in the Sale Certificate as approved by the Mayor, the City Manager or the Director of Finance, subject to the parameters and restrictions contained in this Ordinance.

Section 202. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds and any Outstanding Parity Bonds heretofore or hereafter authorized and issued, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 203. Special Obligations. All of the Bond Requirements of the Bonds and the Policy Costs shall be payable and collectible solely out of the Net Pledged Revenues which revenues are so pledged; the Owner or Owners of the Bonds, the Insurer, and the Surety Provider may not look to any general or other fund for the payment of the Bond Requirements or the Policy Costs, except the herein designated special funds pledged therefor; the Bonds and the Policy Costs shall not constitute an indebtedness or a debt within the meaning of any constitutional, or statutory provision or limitation; and the Bonds and the Policy Costs shall not be considered or held to be general obligations of the City but shall constitute its special obligations. No statutory, Charter, or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to comply with the provisions of this Ordinance or to pay the Bond Requirements of the Bonds and the Policy Costs as herein provided.

Section 204. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except the special funds pledged therefor), or against its general credit, or as payable out of its general fund or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

Section 205. No Pledge of Property. The payment of the Bonds and the Policy Costs is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the Net Pledged Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds or the Policy Costs.

Section 206. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or the Policy Costs or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Council or any officer, employee or other agent of the City, past, present or future, either directly or indirectly through the Council, or the City, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

Section 207. Authorization of the Project. The Council, on behalf of the City, does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

Section 208. Enterprise Status. The Council, on behalf of the City, hereby confirms its determination that the Water System is an “enterprise” for the purposes of Article X, Section 20 of the State Constitution and the Enterprise Act.

Section 209. Sale of Bonds. The Bonds shall be sold by competitive sale to the Purchaser. Pursuant to the Supplemental Public Securities Act, the Council hereby delegates to the Mayor, the City Manager or the Director of Finance the authority to accept a binding bid for the Bonds, to execute the proposal for the purchase of the Bonds submitted by the Purchaser and to execute the Sale Certificate confirming the bond details.

Section 210. Official Statement. The preparation and use of the Preliminary Official Statement and of the final Official Statement are hereby authorized. The Mayor, the City Manager, or the Director of Finance is hereby authorized to approve, on behalf of the City, the Official Statement, in substantially the form of the Preliminary Official Statement with such changes as are hereafter approved by the Mayor, the City Manager or the Director of Finance. The execution of the Official Statement by the Mayor, the City Manager, or the Director of Finance shall be conclusively deemed to evidence the approval of the form and contents thereof by the City.

Section 211. Paying Agent. The Council hereby determines to approve the Paying Agent Agreement in substantially the form as is on file with the City Clerk. The Paying Agent may resign at any time on 30 days’ prior written notice to the City. The City may remove the Paying Agent upon 30 days’ prior written notice to the Paying Agent. If the Paying Agent appointed thereunder shall resign, or if the City shall determine to remove the Paying Agent,

then the City may appoint a successor Paying Agent, upon notice mailed to each Owner of any Bond at such Person's address last shown on the registration records maintained by the Paying Agent or by electronic means to DTC or its successors. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a Commercial Bank.

Section 212. Other Related Documents. The forms, terms and provisions of, and the performance by the City of its obligations under the Notice of Sale, the Preliminary Official Statement, the Paying Agent Agreement, and the Continuing Disclosure Certificate are hereby approved, and the Mayor or Mayor pro tem and the City Clerk or Deputy City Clerk are hereby authorized and directed to execute each of such documents on behalf of and in the name of the City, and to deliver each of such documents, in substantially the form on file with the City Clerk, with such changes as are not inconsistent herewith. The Mayor, the City Manager or the Director of Finance are hereby independently authorized to execute and deliver the Notice of Sale, the Sale Certificate and any Insurance Agreement as may be required by an Insurer relating to the issuance of the Insurance Policy or a Surety Provider relating to the Reserve Fund Insurance Policy. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

Section 213. Election to Apply Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-205 of the Supplemental Public Securities Act, the Council hereby delegates to any of the Mayor, the City Manager or the Director of Finance the authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

(i) **Interest Rate.** The rate of interest to be borne by the Bonds, provided that no Bond shall bear interest in excess of 6.00%.

(ii) Redemption Provisions. The prior redemption provisions of the Bonds, provided that the Bonds shall be subject to optional redemption at a redemption price not to exceed 103%.

(iii) Purchase Price. The price at which the Bonds will be sold to the purchaser, provided that the purchase price of the Bonds shall not be less than 98% of the aggregate principal amount of the Bonds.

(iv) Principal Amount. The aggregate principal amount of the Bonds, provided that the aggregate principal amount of the Bonds shall not exceed \$52,000,000.

(v) Maturity Schedule. The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption in any particular year; provided that the maximum annual repayment cost shall not exceed \$3,750,000 and the maximum total repayment cost shall not exceed \$104,000,000.

(vi) Term of the Bonds. The Bonds shall not mature later than December 1, 2053.

(vii) Capitalized Interest. The existence and amount of any capitalized interest on the Bonds.

(viii) Reserve Fund. The existence of, and amount to be deposited in the Reserve Fund.

(ix) Bond Insurance. Whether the Bonds will be secured by an Insurance Policy or a Reserve Fund Insurance Policy and the terms of any agreement with the provider of such Insurance Policy or Reserve Fund Insurance Policy.

Such determinations shall be evidenced by the Sale Certificate signed by the Mayor, the City Manager or the Director of Finance dated the date of the sale of the Bonds or the Closing Date, and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance. If the City shall determine to not obtain an Insurance Policy to secure the payment of principal of and interest on the Bonds, or not to obtain a Reserve Fund Insurance Policy, any references to the Insurer, the Insurance Policy, the Reserve Fund Insurance Policy, the Surety Provider, Policy Costs, the Insurance Agreement, or other provisions relating to bond insurance shall be of no force or effect.

Section 214. Useful Life of the Project. The Council estimates the useful life of the Project to be financed by the Bonds to be 40 years.

ARTICLE III
AUTHORIZATION, TERMS, EXECUTION AND
ISSUANCE OF BONDS

Section 301. Bond Details.

A. Basic Provisions. The Bonds shall be issued in fully registered form (*i.e.* registered as to payment of both principal and interest), in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be lettered “R” and shall be numbered separately from 1 upward. The Bonds shall be dated as of the date of their delivery. The Bonds shall mature on December 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the City. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate.

B. Payment of Bonds. The principal of each Bond shall be payable at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owners of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at such Person’s address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent’s registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of

such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

Section 302. Execution of Bonds. The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor, shall be sealed with the corporate seal of the City or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced and shall be attested by the manual or facsimile signature of the City Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the City by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The Mayor and the City Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond, the Mayor and the City Clerk shall each file with the Colorado Secretary of State his or her manual signature certified by him or her under oath.

Section 303. Authentication Certificate. The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds set forth in Section 309 hereof. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by the Paying Agent if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

Section 304. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be

registered or transferred, on said records, Bonds as herein provided. Except as provided in Section 306 and Section 1101 hereof, the Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or such Person's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid. The foregoing provisions of this Section are subject to the provisions of Section 307 hereof.

Section 305. Transfer and Exchange. Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 304 hereof by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (a) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such notice is mailed, or (b) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing each new

Bond upon each exchange or transfer and any other expenses of the City or the Paying Agent incurred in connection therewith.

The foregoing provisions of this Section are subject to the provisions of Section 307 hereof.

Section 306. Bond Replacement. Upon receipt by the City and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the City shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond, or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the City may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the City and of the Paying Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 307. Custodial Deposit.

A. Depository. Notwithstanding any contrary provision of this Ordinance, the Bonds initially shall be evidenced by one Bond of the same maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of the same maturity and interest rate. Such initially delivered Bonds shall be registered in the name of “Cede & Co.” as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) or this clause (2) of this paragraph A, or a determination by the Council that The Depository Trust Company or such successor or a new depository institution is no longer able to carry out its functions, and the designation by the Council of another depository institution acceptable to the Council and to the depository institution then holding the Bonds, which new depository institution must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository institution; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) above or designation of a new depository institution pursuant to clause (2) above, or a determination of the Council that The Depository Trust Company or such successor or new depository institution is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another depository institution under clause (2) to carry out such depository institution functions.

B. Successor. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) or (2) of paragraph A hereof, upon receipt of the outstanding Bonds by the Paying Agent together with written instructions for transfer satisfactory to the Paying Agent, a new Bond for each maturity and interest rate of the Bonds

then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of paragraph A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in authorized denominations as provided in and subject to the limitations of Sections 301, 304, and 305 hereof, registered in the names of such Persons, as are requested in such written transfer instructions; however, the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. Absolute Owner. The Council and the Paying Agent shall be entitled to treat the Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Council and the Paying Agent shall have no responsibility for transmitting payments or notices to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. Payment. The Council and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of paragraph A hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Redemption. Upon any partial redemption of any maturity and interest rate of the Bonds, Cede & Co. (or its successor) in its discretion may request the City to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

Section 308. Bond Cancellation. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or

replacement as provided herein, such Bond shall be promptly canceled in accordance with the customary practices of the Paying Agent and applicable retention laws.

Section 309. Bond Form. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(FORM OF BOND)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTIES OF ADAMS AND JEFFERSON
CITY OF ARVADA, COLORADO
WATER ENTERPRISE REVENUE BOND
SERIES 2022

No. R- _____ \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED AS OF</u>	<u>CUSIP</u>
_____ %	December 1, 20__	[Date of Delivery]	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Arvada (the “City”), in the Counties of Adams and Jefferson and State of Colorado (the “State”), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on June 1 and December 1 in each year, beginning on [June 1, 2023], until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the City Council of the City on November 7, 2022 (the “Ordinance”). This is one of an authorized series of bonds issued under the Ordinance (the “Bonds”). The Bonds are all issued under and equally and

ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City, the Paying Agent, the Insurer, the Surety Provider, and the rights of the Owners of the Bonds, the events of default and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, SECURED BY THE NET PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION DEBT OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE CITY, THE STATE NOR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NEITHER THE MEMBERS OF THE CITY COUNCIL OF THE CITY NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any constitutional, Charter or statutory limitation.

This Bond is one of a series of bonds issued pursuant to the Ordinance designated as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022” in the aggregate principal amount of \$_____ (the “Bonds”). The Bonds have been duly authorized for the purpose of providing moneys to defray a portion of the cost of extending, bettering or otherwise improving and equipping the Water System (the “Project”).

The bonds of the series of which this bond is one are issued under the authority of the City Charter; Title 37, Article 45.1, C.R.S.; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds and the Bonds shall be incontestable for any cause whatsoever after their delivery for value.

Payment of the principal of and interest on the Bonds shall be made solely from the Net Pledged Revenues. The Net Pledged Revenues are irrevocably (but not exclusively) pledged as security for such payment pursuant to the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the facsimile signature of its Mayor, has caused the facsimile of the seal of the City to be affixed hereon and has caused this Bond to be signed, executed and attested with the facsimile signature of its City Clerk, all as of the date specified above.

By _____ (Facsimile Signature)
MAYOR

(FACSIMILE SEAL)

Attest:

By _____ (For Facsimile Signature)
CITY CLERK

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Ordinance.

UMB Bank, n.a., as Paying Agent

By _____
Authorized Signatory

Date of Authentication and Registration: _____

(END OF FORM OF CERTIFICATE OF AUTHENTICATION)

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed:

Signature must be guaranteed by a member of a Medallion Signature Program.

Address of Transferee:

Social Security or other tax
identification number of
transferee:

TRANSFER FEES MAY BE CHARGED

(END OF FORM OF ASSIGNMENT)

(FORM OF PREPAYMENT PANEL)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of DTC</u>

(END OF FORM OF PREPAYMENT PANEL)

(END OF FORM OF BOND)

Section 310. Optional Redemption. The Bonds will be subject to redemption, if any, at the option of the City in the time and manner, in the amounts and at the prices, and from any legally available funds all as set forth in the Sale Certificate.

Notwithstanding the foregoing, the Bonds may not be redeemed pursuant to this Section unless all Policy Costs, if any, due and owing at the time to the Surety Provider have been paid.

Section 311. Mandatory Sinking Fund Redemption. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without further instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the City may (a) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the City on such sinking fund date and such sinking fund obligation will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the first sentence of this paragraph are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

Section 312. Partial Redemption. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in

which case the Paying Agent shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Section 313. Notice of Prior Redemption. Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail or by electronic means to DTC or its successors, not more than 60 nor less than 30 days prior to the Redemption Date to each Owner at such Person's address as it last appears on the registration books kept by the Paying Agent; but neither failure to give such notice nor any defect therein shall affect the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become and be due and payable upon each Bond to be so redeemed, at the principal office of the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the principal office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed, or (b) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

Section 314. Bonds Owned by the City. Bonds owned by or on behalf of the City shall not be subject to redemption. At any time the City may surrender any Bonds owned by or on behalf of the City to the Paying Agent, which shall promptly cancel such Bonds. Any securities payable from any Net Pledged Revenues held by the City shall not be deemed to be

Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein, except for payment.

Section 315. No Partial Redemption After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder of which an officer of the Paying Agent has actual knowledge, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 311 hereof).

ARTICLE IV

USE OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Disposition of Bond Proceeds.

A. The proceeds of the Bonds (net of underwriting discount), upon the receipt thereof, shall be accounted for in the following manner and priority:

(i) Reserve Fund. An amount equal to the portion of the Reserve Fund Requirement, if any, as described in the Sale Certificate shall be credited to the special and separate fund hereby created and to be known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022 Reserve Fund.”

(ii) Costs of Issuance. An amount sufficient to pay the costs of issuing the Bonds, as described in the Paying Agent Agreement shall be credited to the fund created in the Paying Agent Agreement and known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022 Costs of Issuance Fund.”

(iii) Project Fund. The remaining proceeds derived from the sale of the Bonds shall be credited to the special and separate account hereby created and to be known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022 Project Fund.” Except as otherwise provided herein, the moneys in the Project Fund shall be used solely for the purpose of paying the Costs of the Project and for the purposes set forth in Section 402 hereof.

Section 402. Payment of Expenses. Moneys deposited in the Project Fund pursuant to Section 401 hereof may be used and paid out by the City to defray the Costs of the Project and administrative costs of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The City may defray any such administrative costs from time to time as Operation and

Maintenance Expenses to the extent the moneys deposited in the Project Fund pursuant to Section 401 hereof are insufficient therefor.

Section 403. Completion of Project. When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative costs of the Project referred to in Section 402 hereof, are paid, or for which full provision is made, the Director of Finance, to the extent permitted by the Tax Compliance Certificate, shall cause all surplus moneys remaining in the Project Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred as follows: (a) to the Rebate Fund so as to enable the City to comply with requirements of the Tax Compliance Certificate with respect to the Bonds, (b) to the Reserve Fund to such extent as shall not cause the amount in the Reserve Fund to exceed the Reserve Fund Requirement and (c) to the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Project Fund to the Bond Fund, at any time prior to the termination of the Project Fund, of any moneys which the Director of Finance by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund or the Reserve Fund.

Section 404. Lien on Bond Proceeds. Until the proceeds of the Bonds deposited in the Project Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 501 hereof.

Section 405. Purchaser Not Responsible. The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

ARTICLE V
ADMINISTRATION OF AND ACCOUNTING FOR
PLEDGED REVENUES

Section 501. Pledge Securing Bonds. Subject only to the right of the City to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the Water System, the Gross Pledged Revenues and, subject to the right of the City to cause amounts to be withdrawn to pay the Costs of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any fund or account under this Article or under Section 501 hereof are hereby pledged, and a lien thereon is hereby created, to secure the payment of the Bond Requirements of the Outstanding Bonds and to secure the obligations of the City to pay the Policy Costs. The pledge of the Net Pledged Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and any Outstanding Parity Bonds is on a parity with the pledge of the Net Pledged Revenues for, and lien thereon of the Parity Bonds heretofore issued and any Parity Bonds hereafter issued in compliance with the provisions of Article VII hereof. The pledge of Net Pledged Revenues to secure the payment of the Policy Costs is subordinate only to the pledge to pay the Bond Requirements with respect to the Bonds and any Parity Bonds. The pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City except any Outstanding Parity Bonds heretofore or hereafter authorized. The lien of the pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 502. Water Enterprise Fund Deposits. So long as any of the Bonds or any Parity Bonds shall be Outstanding as to any Bond Requirements or Policy Costs related to the Bonds or any Parity Bonds, the entire Gross Pledged Revenues, upon their receipt from time to time by the City, shall be set aside and credited immediately to the special and separate account hereby created and known as the “City of Arvada, Water Enterprise Revenue Bonds, Water Enterprise Fund.”

Section 503. Administration of Water Enterprise Fund. So long as any of the Bonds or any Parity Bonds shall be Outstanding, as to any Bond Requirements or Policy Costs related to the Bonds or any Parity Bonds, the following payments shall be made from the Water Enterprise Fund, as provided in Sections 504 through 511 hereof.

Section 504. Operation and Maintenance Expenses. First, as a first charge on the Water Enterprise Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Water Enterprise Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Water Enterprise Fund as herein provided.

Section 505. Bond Fund Payments. Second, from any remaining Net Pledged Revenues, there shall be credited, concurrently with each other and with amounts required to meet the Bond Requirements with respect to any Outstanding Parity Bonds, to the special and separate accounts hereby created and to be known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022, Bond Fund,” the following amounts:

A. **Interest Payments.** Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the Outstanding Bonds on the next succeeding interest payment date.

B. **Principal Payments.** Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal and redemption premium, if any, due and payable on the Outstanding Bonds on the next succeeding principal payment date.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in paragraph A or B (whichever is applicable) of this Section 505 may be appropriately reduced; but the required annual amounts

again shall be so credited to such account commencing on such interest payment date or principal payment date.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds then Outstanding, as such Bond Requirements become due, except as provided in Sections 507, 508, 509, 603 and 1201 hereof.

Section 506. Reserve Fund Payments. In satisfaction of the Reserve Fund Requirement, if any, upon delivery of the Bonds, either proceeds of the Bonds, cash or a Reserve Fund Insurance Policy being provided by Surety Provider, or any combination thereof, in the amount of the Reserve Fund Requirement shall be deposited in the special and separate fund hereby created and to be known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022, Reserve Fund”. The proceeds of the Bonds, cash or a Reserve Fund Insurance Policy, or any combination thereof, shall be credited to Reserve Fund as provided in the Sale Certificate. Any Reserve Fund Insurance Policy shall be held by the Paying Agent. Any Reserve Fund Insurance Policy deposited to the credit of the Reserve Fund shall be valued at the amount available to be drawn or otherwise paid pursuant to such Reserve Fund Insurance Policy at the time of calculation. The Paying Agent shall maintain adequate records as to the amount available to be drawn at any time under the Reserve Fund Insurance Policy and as to the amounts, of which it has knowledge, of Policy Costs paid and owing to the Surety Provider. Such records shall be open to inspection and verification by the Surety Provider during business hours of the Paying Agent.

Thereafter, third, except as provided in Section 507 and 508 hereof, and concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any reserve funds which may be, but are not required to be, established thereby and concurrently with any repayment or similar obligations payable to any surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds, from any moneys remaining in the Water Enterprise Fund there shall be credited to the Reserve Fund monthly, commencing on the first day of the month next succeeding each date on which the moneys accounted for in the Reserve Fund for any reason are less than the Reserve Fund Requirement, such amounts in substantially equal monthly payments on the first day of each month to re-accumulate the Reserve Fund Requirement by not more than 12 such monthly payments. If a Reserve Fund Insurance Policy is on deposit in the Reserve Fund to fund all or a part of the Reserve Fund Requirement, the

amounts payable into the Reserve Fund pursuant to the immediately preceding sentence shall be paid by the City first to the Surety Provider to reimburse it for Policy Costs due and owing and second to replenish cash in the Reserve Fund. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph, available Net Pledged Revenues shall be credited or paid to the Reserve Fund and to reserve funds which may be established by any Parity Bond Ordinances (or to the Surety Provider or any other surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds) pro rata, based upon the aggregate principal amount of the Bonds and any such Parity Bonds then Outstanding; provided, however, that compliance with the provisions of this sentence shall not cure any Event of Default caused by non-compliance with the first sentence of this paragraph. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph and more than one Reserve Fund Insurance Policy is on deposit in the Reserve Fund, available Net Pledged Revenues credited to or paid to the Reserve Fund shall be applied to reimburse the Surety Provider and any other surety provider providing a Reserve Fund Insurance Policy pro rata, based upon the original amount available to be drawn on each. The Reserve Fund Requirement shall be accumulated and, if necessary, re-accumulated from time to time, in the Reserve Fund from Net Pledged Revenues, except to the extent other moneys are credited to the Reserve Fund, and maintained as a continuing reserve to be used, except as hereinafter provided in Sections 507, 508, 509, 603 and 1201 hereof, only to prevent deficiencies in the payment of the Bond Requirements of the Bonds Outstanding from time to time from the failure to deposit into the Bond Fund sufficient moneys to pay such Bond Requirements as the same accrue and become due. No payment need be made into the Reserve Fund at any time so long as the moneys and/or the Reserve Fund Insurance Policy therein equal not less than the Reserve Fund Requirement and there are no Policy Costs due and owing. Unless otherwise provided in the Sale Certificate, the Reserve Fund Requirement shall be re-calculated upon (i) any principal payment, whether at stated maturity or upon redemption, or (ii) the defeasance of all or a portion of the Bonds. Moneys on deposit in the Reserve Fund or may be applied to the defeasance of the Bonds in accordance with Section 1201 hereof.

The City may at any time substitute (a) cash or Investment Securities for a Reserve Fund Insurance Policy or (b) a Reserve Fund Insurance Policy for cash or Investment Securities, so long as the amount on deposit in the Reserve Fund after such substitution is at least equal to the

Reserve Fund Requirement. Notwithstanding the foregoing, no Reserve Fund Insurance Policy shall be deposited by the City in the Reserve Fund for such substitution unless the City has received an opinion of Bond Counsel to the effect that such substitution and the intended use by the City of the cash or Investment Securities to be released from the Reserve Fund will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 507. Termination of Deposits. No payment need be made into the Bond Fund or the Reserve Fund if there are no Policy Costs due and owing and if the amount in the Bond Fund and the amount in the Reserve Fund (exclusive of the amount available under a Reserve Fund Insurance Policy) total a sum at least sufficient so that all Outstanding Bonds are deemed to have been paid pursuant to Section 1201 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Investment Securities from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Bond Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Net Pledged Revenues or otherwise pertaining to the Water System may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the City, as directed in writing by the Director of Finance.

Section 508. Defraying Delinquencies. If at any time the City shall for any reason fail to pay into the Bond Fund the full amount above stipulated from the Net Pledged Revenues, then an amount shall be paid into the Bond Fund at such time from the Reserve Fund equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated. The City shall use all cash in the Reserve Fund before drawing on a Reserve Fund Insurance Policy. If, (i) upon notice from the City requesting a draw or (ii) failure of the Paying Agent to receive the Bond Requirements by the third Business Day prior to June 1 or December 1 in each year, the Paying Agent determines that it is necessary to draw on the Reserve Fund Insurance Policy, the Paying Agent shall present a demand for payment, in the form and manner required by the Reserve Fund Insurance Policy, at least two Business Days before funds are needed. If there is more than one Reserve Fund Insurance Policy on deposit in the Reserve Fund, the

Paying Agent shall draw on them on a pro rata basis, based upon the amount available to be drawn on each.

Any money so used or drawn shall be replaced as provided in Section 506 hereof from the first Net Pledged Revenues thereafter received and not required to be otherwise applied by this Article. Except as provided in Sections 505, 506, 509 and 603 hereof, the moneys in the Bond Fund and in the Reserve Fund (including any Reserve Fund Insurance Policy) shall be used solely and only for the purpose of paying the Bond Requirements of the Bonds from time to time.

If the amount on deposit in the Reserve Fund exceeds the Reserve Fund Requirement for any reason, the amount to be released from the Reserve Fund shall be as directed in writing by the Director of Finance. Any excess amount released from the Reserve Fund may be deposited in the Bond Fund, the Rebate Fund, or deposited into a defeasance escrow account, or may be applied for other purposes authorized by law, as directed in writing by the Director of Finance.

Section 509. Rebate Fund. Fourth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022 Rebate Fund” moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the City to comply with Section 830 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The City shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the City shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Project Fund and, to the extent permitted by Section 508 hereof, from the Reserve Fund and the Bond Fund. Upon receipt by the City of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Water Enterprise Fund.

Section 510. Payment of Subordinate Securities. Fifth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 504, 505, 506, and 509 hereof, any moneys remaining in the Water Enterprise Fund may be used by the City for the payment of Bond Requirements of Subordinate Securities, including reasonable reserves for such Subordinate Securities and for rebate of amounts to the United States Treasury with respect to such Subordinate Securities.

Section 511. Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 502 through 510 hereof are made, any remaining Net Pledged Revenues in the Water Enterprise Fund shall be used, first, for any one or any combination of reasonably necessary purposes and in the Council's discretion relating to the operation, improvement or debt management of the Water System and, second, to the extent of any remaining surplus, for any one or any combination of lawful purposes as the Council may from time to time conclusively determine.

ARTICLE VI

GENERAL ADMINISTRATION

Section 601. Administration of Accounts. The special funds and accounts designated in Articles IV and V hereof shall be administered as provided in this Article (but not any account under Section 1201 hereof).

Section 602. Places and Times of Deposits. Except as hereinafter provided, each of such special funds and accounts shall be maintained by the City as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds not less than (a) three Business Days prior to each interest payment date and each maturity or mandatory Redemption Date, if funds are delivered by wire transfer, or (b) five Business Days prior to each

payment date if funds are delivered by another method of payment, in immediately available amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

Section 603. Investment of Moneys. Any moneys in the Project Fund, the Water Enterprise Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund that are not needed for immediate use shall be invested or reinvested by the Director of Finance in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Director of Finance at the time of such investment or reinvestment; provided that (1) Investment Securities credited to the Reserve Fund shall not mature later than ten years from the date of such investment or reinvestment and (2) collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 604. Accounting for Investments. The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Water Enterprise Fund, the Project Fund, the Bond Fund, and the Rebate Fund shall be credited to such account, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Water Enterprise Fund, the Project Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund shall be charged or debited to such fund.

Any interest or other gain from any investment or reinvestment of moneys accounted for in the Reserve Fund (a) shall be credited to the Rebate Fund or the Bond Fund, at the discretion of the Director of Finance, if the amount credited to the Reserve Fund immediately after such credit to the Rebate Fund or the Bond Fund is not less than the Reserve Fund Requirement and (b) if the amount credited to the Reserve Fund is less than the Reserve Fund Requirement, shall be credited to the Reserve Fund (up to the amount of the deficiency).

No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment

Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the City until such gain is realized by the presentation of matured coupons for payment or otherwise.

Section 605. Redemption or Sale of Investment Securities. The Director of Finance shall present for redemption or sale on the prevailing market at the best price obtainable any Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Director of Finance nor any other officer or employee of the City shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

Section 606. Character of Funds. The moneys in any account designated in Articles IV and V hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 607. Payment of Bond Requirements. The moneys credited to any fund or account designated in Article V hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than as contained herein), or any other preliminaries, to promptly pay the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

ARTICLE VII

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 701. Lien of Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Pledged Revenues on a parity with the lien of the Net Pledged Revenues of the Parity Bonds. The Policy Costs constitute an irrevocable and

subordinate lien (but not necessarily an exclusive subordinate lien) upon the Net Pledged Revenues.

Section 702. Equality of Bonds. The Bonds and any Parity Bonds heretofore issued or hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority over one another in the application of the Net Pledged Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Bonds, it being the intention of the Council that there shall be no priority among the Bonds and any such Parity Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Project Fund, the Bond Fund and the Reserve Fund shall secure only the Bonds and the moneys in any acquisition, bond, reserve or similar funds established for other Parity Bonds shall secure only such Parity Bonds; and (b) other Parity Bonds may have a lien on Net Pledged Revenues on a parity with the lien thereon of the Bonds even if no reserve fund is established for such Parity Bonds or a reserve fund is established but with a different requirement as to the amount of moneys (or the value of a reserve fund insurance policy with respect to such Parity Bonds) required to be on deposit therein or the manner in which such reserve fund is funded or the period of time over which such reserve fund is funded.

Section 703. Issuance of Parity Bonds. Nothing herein prevents the issuance by the City of additional securities payable from the Net Pledged Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Bonds, except as provided in Section 708, are authorized or actually issued all of the following conditions must be satisfied:

A. Absence of Default. At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Article V hereof or any Parity Bond Ordinances, including any payments of Policy Costs.

B. Historic Earnings Test. The Net Pledged Revenues for any 12 consecutive months out of the 24 months preceding the month in which such securities are to be issued are at least equal to the sum of (a) 120% of the Combined Maximum Annual Principal and Interest Requirements of the Outstanding Bonds, any Outstanding Parity Bonds and such additional

Parity Bonds proposed to be issued, and (b) 100% of the Policy Costs then due and owing, if any, except as hereinafter otherwise expressly provided.

C. Adjustment of Gross Pledged Revenues. In any computation under paragraph B of this Section, the amount of the Gross Pledged Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Director of Finance, as the case may be, which results from any changes in any schedule of fees, rates and other charges constituting Gross Pledged Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Pledged Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer or the Director of Finance estimates the loss is temporary in nature or will be offset within a reasonable temporary period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

D. Reduction of Annual Requirements. The respective annual Bond Requirements (including as such the required amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

E. Consideration of Additional Expenses. In determining whether or not additional Parity Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the Water System as estimated by the Director of Finance that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Director of Finance may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the

Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Director of Finance also opines that any such increase in revenues or reduction in any increase in Operation and Maintenance Expenses will not materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

Section 704. Certification of Revenues. A written certificate or written opinion by the Director of Finance that the annual revenues required under paragraph B of Section 703 hereof, when adjusted as hereinabove provided in paragraphs C, D, and E of Section 703 hereof, are sufficient to pay such amounts, as provided in paragraph B of Section 703 hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional securities on a parity with the Bonds.

Section 705. Subordinate Securities Permitted. Nothing herein prevents the City from issuing additional securities payable from the Net Pledged Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 706. Superior Securities Prohibited. Nothing herein permits the City to issue additional securities payable from the Net Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

Section 707. Use of Proceeds. The proceeds of any Parity Bonds or other securities payable from any Net Pledged Revenues shall be used only to finance Capital Improvements and/or to refund all or any portion of the Bonds, Parity Bonds, or other securities payable from Net Pledged Revenues, regardless of the priority or the lien of such securities on Net Pledged Revenues.

Section 708. Issuance of Refunding Securities. The City may issue any refunding securities payable from Net Pledged Revenues to refund any Outstanding Bonds or Parity Bonds, with such details as the Council may by ordinance provide so long as there is no material impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

A. Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds; or

B. Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Bonds on the Net Pledged Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

C. Earnings Test. The refunding securities are issued in compliance with Section 703 hereof.

ARTICLE VIII
PROTECTIVE COVENANTS

Section 801. General. The City hereby covenants and agrees with the Owners of the Bonds and makes provisions which shall be a part of its contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

Section 802. Performance of Duties. The City, acting by and through the Council or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Pledged Revenues and the Water System required by the Constitution and laws of the State and the various ordinances of the City, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or from the use of the Water System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Pledged Revenues and their application from time to time to the respective accounts provided therefor.

Section 803. Contractual Obligations. The City shall perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Pledged Revenues, the Project, or the Water System, or any combination thereof, with any other Persons.

Section 804. Further Assurances. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Gross Pledged Revenues and other moneys and accounts hereby pledged or assigned, or intended to be pledged or assigned, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the City amendatory thereof, or supplemental thereto. The City, acting by and through the Council, or otherwise, shall at all times, to the extent permitted by law, reasonably defend, preserve and protect the pledge of the Gross Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

Section 805. Conditions Precedent. Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Enterprise Act, the Supplemental Public Securities Act, the Charter, this Ordinance, or any other applicable law to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the State Constitution.

Section 806. Efficient Operation and Maintenance. The City shall at all times operate the Water System properly and in a sound and economical manner; and the City shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Water System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the City in connection with the maintenance, repair and operation of the Water System shall be reasonable and proper.

Section 807. Rules, Regulations and Other Details. The City, acting by and through the Council, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Water System. The City shall observe and perform all of the terms and conditions contained in this Ordinance, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Water System or to the City, except for any period during which the same are being contested in good faith by proper legal proceedings.

Section 808. Payment of Governmental Charges. The City shall pay or cause to be paid all taxes and assessments or other governmental charges, if any, lawfully levied or assessed upon or in respect of the Water System, or upon any part thereof, or upon any portion of the Gross Pledged Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental authority relative to the Water System or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The City shall not create or suffer to be created any lien upon the Water System, or any part thereof, or upon the Gross Pledged Revenues, except the pledge and

lien created by this Ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The City shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Water System, or any part thereof, or the Gross Pledged Revenues; but nothing herein requires the City to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 809. Protection of Security. The City, the officers, agents and employees of the City, and the Council shall not take any action in such manner or to such extent as might materially prejudice the security for the payment of the Bond Requirements of the Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues or any Policy Costs relating thereto according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Pledged Revenues or any Policy Costs relating thereto might be prejudicially and materially impaired or diminished.

Section 810. Prompt Payment of Bonds. The City shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 811. Use of Bond and Reserve Funds. The Bond Fund and the Reserve Fund shall be used solely for and the moneys credited to such funds and accounts therein are hereby pledged, and a lien thereon is hereby created, for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 505, 506, 507, 508, 509, 603 and 1201 hereof.

Section 812. Other Liens. Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the Water System, or any part thereof, or on or against the Gross Pledged Revenues on a parity with or superior to the lien thereon of the Bonds.

Section 813. Corporate Existence. The City shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities,

duties and immunities of the City and is obligated by law to operate and maintain the Water System and to fix and collect the Gross Pledged Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Section 814. Disposal of Water System Prohibited. Except for the use of the Water System and services pertaining thereto in the normal course of business, or as provided in Section 815 hereof, neither all nor a substantial part of the Water System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and the City shall not dispose of its title to the Water System or to any useful part thereof, including any property necessary to the operation and use of the Water System and the lands and interests in lands comprising the sites of the Water System, except as provided in Section 815 hereof.

Section 815. Disposal of Unnecessary Property. The City at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the Water System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the Water System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange, lease or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the City in the Water Enterprise Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the Water System, or any combination thereof, as the Council may determine, provided that any proceeds of any such lease received shall be deposited by the City as Gross Pledged Revenues in the Water Enterprise Fund.

Section 816. Competing Water System. So long as any of the Bonds are Outstanding, the City shall not grant any franchise or license to any competing facilities so that the Gross Pledged Revenues shall not be sufficient to satisfy the covenant in Section 821 hereof.

Section 817. Loss From Condemnation. If any part of the Water System is taken by the exercise of the power of eminent domain, the amount of any award received by the City as a result of such taking shall be paid into the Water Enterprise Fund or into a capital improvement

account pertaining to the Water System for the purposes thereof, or, applied to the redemption of the Outstanding Bonds and any Outstanding Parity Bonds relating thereto, all as the City may determine.

Section 818. Employment of Management Engineers. If the City defaults in paying the Bond Requirements of the Bonds or any Parity Bonds, and any other securities or Policy Costs relating thereto payable from the Gross Pledged Revenues promptly as the same fall due, or an Event of Default has occurred and is continuing, or if the Net Pledged Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds, Parity Bonds, and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) or Policy Costs relating thereto payable from the Net Pledged Revenues in that Fiscal Year, the City shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the Water System so long as such default continues or so long as the Net Pledged Revenues are less than the amount hereinabove designated in this Section.

Section 819. Budgets. The Council and officials of the City shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the Water System.

Section 820. Reasonable and Adequate Charges. While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the City for the use of or otherwise pertaining to and services rendered by the Water System to the City, to its inhabitants and to all other users within and without the boundaries of the City shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the Water System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues, including, without limitation, reserves and any replacement accounts therefor.

Section 821. Adequacy and Applicability of Charges. There shall be charged against users of service pertaining to and users of the Water System, except as provided by Section 822 hereof, such fees, rates and other charges so that the Gross Pledged Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to

the Water System shall be at least sufficient so that the Gross Pledged Revenues annually are sufficient to pay in each Fiscal Year:

A. Operation and Maintenance Expenses. An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

B. Principal and Interest. An amount equal to 120% of both the principal and interest on the Bonds and any Parity Bonds then Outstanding in that Fiscal Year (excluding the reserves therefor), and

C. Deficiencies. Any amounts required to pay all Policy Costs, if any, due and owing and all sums, if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the Gross Pledged Revenues or any securities payable therefrom.

Section 822. Limitations Upon Free Service. No free service or facilities shall be furnished by the Water System, except that if the City elects to use for City purposes any water facilities, or other services and facilities provided by the Water System or otherwise to use the Water System or any part thereof, the City is not required to pay for such use.

Section 823. Levy of Charges. The City shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 821 of this Ordinance, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the Water System may be made:

A. Proper Application. Unless the City has fully complied with the provisions of Article V of this Ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 827 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the Water System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 821 hereof.

Section 824. Collection of Charges. The City shall use commercially reasonable best efforts to cause all fees, rates and other charges pertaining to the Water System to be collected as soon as is reasonable, shall reasonably prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the Water System, and shall provide methods of collection and penalties, to the end that the Gross Pledged Revenues

shall be adequate to meet the requirements of this Ordinance and any other ordinance supplemental thereto.

Section 825. Procedure for Collecting Charges. All bills for water services and all other services or facilities furnished or served by or through the Water System shall be rendered to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

Section 826. Maintenance of Records. So long as any of the Bonds and any Parity Bonds payable from the Gross Pledged Revenues remain Outstanding, proper books of record and account pertaining to the Gross Pledged Revenues and the Water System shall be kept by the City, separate and apart from all other records and accounts.

Section 827. Audits Required. The City shall cause an audit for each Fiscal Year of the books and accounts pertaining to the Gross Pledged Revenues and the Water System to be completed by an Independent Accountant within 210 days following the close of such Fiscal Year.

Section 828. Accounting Principles. Water System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the Water System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Ordinance.

Section 829. Insurance and Reconstruction. Except to the extent of any self-insurance, the City shall at all times maintain with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the Water System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and of each Owner of a Bond. If any useful part of the Water System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently proceed with the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of any use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and to

the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Water Enterprise Fund by the City as revenues derived from the operation of the Water System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Water Enterprise Fund may be used to the extent necessary for such purposes, as permitted by Section 511 hereof.

Section 830. Federal Income Tax Exemption. The City covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent that such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022, or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law. In furtherance of this covenant, the City agrees to comply with the procedures set forth in the Tax Compliance Certificate with respect to the Bonds. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

Section 831. Continuing Disclosure. The City shall comply with the provisions of the Continuing Disclosure Certificate. Any failure by the City to perform in accordance with this Section shall not constitute an Event of Default under this Ordinance, and the rights and remedies provided by this Ordinance upon the occurrence of an Event of Default shall not apply to any such failure. The Paying Agent shall not have any power or duty to enforce this Section. No owner of a Bond shall be entitled to damages for the City's non-compliance with its obligations under this Section; however, the owners of the Bonds may enforce specific performance of the obligations contained in this Section by any judicial proceeding available.

ARTICLE IX

PRIVILEGES, RIGHTS AND REMEDIES

Section 901. Owners' Remedies. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted by this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 and 1101 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Pledged Revenues and the proceeds of the Bonds.

Section 902. Right to Enforce Payment. Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with such Person's Bond or the obligation of the City to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

Section 903. Events of Default. Each of the following events is hereby declared an "Event of Default," provided however, that in determining whether a payment default has occurred pursuant to paragraphs A or B of this Section, no effect shall be given to payments made under the Insurance Policy:

A. **Nonpayment of Principal.** Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. **Nonpayment of Interest.** Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. **Cross Defaults.** The occurrence and continuance of an "event of default," as defined in any Parity Bond Ordinance;

D. Failure to Reconstruct. The City unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the Water System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the Water System;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the City appointing a receiver or receivers for the Water System or for the Gross Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the City is not vacated or discharged or stayed on appeal within 60 days after entry;

F. Default Under Insurance Agreement. If an event of default shall have occurred and be continuing under the provisions of the Insurance Agreement; and

G. Default of Any Provision. The City defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed (other than Section 831 hereof), and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the City and the Insurer specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion and, except as provided in Section 1101 hereof, shall be given by the Paying Agent at the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 904. Remedies for Defaults. Except as provided in Section 1101 hereof, upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted

for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds. The City shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect. Acceleration shall not be a remedy upon the happening or continuance of any Event of Default. Notwithstanding the foregoing provisions of this Section, nothing in this Ordinance shall act as or be deemed to be a waiver by the City of the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as now or hereafter amended.

Section 905. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the City, may enter and may take possession of the Water System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Pledged Revenues arising after the appointment of such receiver in the same manner as the City itself might do.

Section 906. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 907. Duties upon Defaults. Upon the happening of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to insure the payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Pledged Revenues shall be paid into the Bond Fund and into bond or similar funds established for any Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then

Outstanding. Except as provided in Section 1101 hereof, if the City fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the City under any agreement, lease or other contract involving the Water System or the Gross Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

ARTICLE X

AMENDMENT OF ORDINANCE

Section 1001. Privilege of Amendments.

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Council in accordance with law, without receipt by the City of any additional consideration, but with the written consent of the Insurer and, subject to Section 1101 hereof, the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 314 hereof, any Bonds which may then be held or owned for the account of the City. Notwithstanding the foregoing, no such ordinance shall permit:

- (1) Changing Payment. A change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or
- (2) Reducing Return. A reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or
- (3) Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior, superior and senior to the lien or to the pledge created by this Ordinance; or
- (4) Modifying Any Bond. A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or
- (5) Priorities Between Bonds The establishment of priorities as between Bonds issued and Outstanding; or
- (6) Modification of Less Than All the Bonds. The modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

B. Notwithstanding the foregoing provisions of this Section, this Ordinance and the rights and obligations of the City and of the Owners of the Bonds may also be modified or amended at any time, with the written consent of the Insurer but without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:

(1) to add to the covenants and agreements of the City contained in this Ordinance other covenants and agreements thereafter to be observed;

(2) to subject to the covenants and agreements of the City in this Ordinance additional Water System revenues, to be defined and treated as Gross Pledged Revenues, for the purpose of providing additional security for the Bonds and any Parity Bonds;

(3) in connection with the provision of a Reserve Fund Insurance Policy subsequent to the issuance of the Bonds;

(4) to provide for the appointment of a new Paying Agent;

(5) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions arising under this Ordinance, as the City may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds; or

(6) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

Section 1002. Notice of Amendment. Whenever the Council proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent or by electronic means to DTC or its successors, and to the Insurer. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file with the office of the City Clerk for public inspection. Notice of the proposed amendment, together with a copy of the proposed amendatory ordinance, shall be delivered to the Rating Agencies then maintaining a rating on the Bonds at least 15 days in advance of the adoption of the amendment. A full transcript of all proceedings relating to the execution of such amendatory ordinance shall be provided to the Insurer.

Section 1003. Time for Amendment. If the ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such notice there shall be filed with the City Manager an instrument or instruments executed by the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Council may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Council at any time.

Section 1004. Binding Consent to Amendment. If the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Section 1005. Time Consent Binding. Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after 6 months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the City Manager, but such revocation shall not be effective if the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

Section 1006. Unanimous Consent. Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the City and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the

adoption by the City and upon the filing with the City Manager of an ordinance to that effect and with the consent of the Insurer and the Owners of all the then Outstanding Bonds, such consent to be given as provided in Section 1003 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1002 hereof, nor shall the time of consent be limited except as may be provided in such consent.

Section 1007. Exclusion of City's Bonds. At the time of any consent or of other action taken under this Article, the City shall furnish to the City Manager a certificate of the Director of Finance, upon which the City may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 314 hereof.

Section 1008. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Council as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of such Person's Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Council so determines, new Bonds, so modified as in the opinion of the Council conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

Section 1009. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of such Person's holding the same may be proved as provided by Section 1203 hereof.

Section 1010. Copies of Supplemental Ordinances to Rating Agencies. Copies of any supplemental or amendatory ordinance shall be sent by the City to the Rating Agencies at least 10 days prior to the effective date thereof.

ARTICLE XI

INSURANCE POLICY AND RESERVE POLICY PROVISIONS

Section 1101. Insurer To Be Deemed Owner, Rights of the Insurer, Payments by the Insurer; Notices.

A. Notwithstanding any provision of this Ordinance to the contrary, so long as the Insurer is not in default in its payment obligations under the Insurance Policy, the Insurer shall at all times be deemed the sole and exclusive Owner of the Outstanding Bonds for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies pursuant to this Ordinance, including but not limited to approval of or consent to any amendment of or supplement to this Ordinance which requires the consent or approval of the Owners of not less than a majority of the aggregate principal amount of the Bonds then Outstanding pursuant to this Ordinance; provided, however, that the Insurer shall not be deemed to be the sole and exclusive Owner of the Outstanding Bonds with respect to any amendment or supplement to this Ordinance which seeks to amend or supplement this Ordinance for the purposes set forth in clauses A (1) through A (6) of Section 1001 hereof, and provided, further, that the Insurer shall not have the right to direct or consent to City, Paying Agent or Owner action as provided herein, if:

- (1) the Insurer shall be in default under the Insurance Policy;
- (2) any material provision of the Insurance Policy shall be held to be invalid by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by the Insurer; or
- (3) a proceeding shall have been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Insurer and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding.

B. To the extent that the Insurer makes payment of any principal of or interest on a Bond, it shall be fully subrogated to all of the Owner's rights thereunder in accordance with the terms of the Insurance Policy to the extent of such payment, including the Owner's rights to payment thereof.

C. In the event that the principal of or interest on a Bond shall be paid by the Insurer pursuant to the terms of the Insurance Policy: (1) such Bond shall continue to be "Outstanding" under this Ordinance, and (2) the Insurer shall be fully subrogated to all of the rights of the

Owner thereof in accordance with the terms and conditions of paragraph B of this Section and the Insurance Policy.

D. This Ordinance shall not be discharged unless and until all amounts due to the Insurer have been paid in full or duly provided for.

E. The rights granted under this Ordinance to the Insurer to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit of or on behalf of the Owners, nor does such action evidence any position of the Insurer, positive or negative, as to whether Owner consent is required in addition to consent of the Insurer.

F. No modification, amendment or supplement to this Ordinance shall become effective except upon obtaining the prior written consent of the Insurer.

G. No contract shall be entered into nor any action taken by the City or the Paying Agent pursuant to which the rights of the Insurer or security for or sources of payment of the Bonds under this Ordinance may be materially impaired or prejudiced except upon obtaining the prior written consent of the Insurer.

H. The provisions of this Article shall be of no force and effect if the Bonds are not insured by an Insurer.

ARTICLE XII

MISCELLANEOUS

Section 1201. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 313 hereof, notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of

Section 313 hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, and/or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 313 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other Trust Bank and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

Section 1202. Delegated Powers. The officers, employees and agents of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates and closing documents as may be reasonably required by the Purchaser or Bond Counsel, including the Continuing Disclosure Certificate and Insurance Agreement, if any;

B. Paying Agent Agreement. the execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder;

C. Official Statement. the execution and delivery of the final Official Statement;

D. Purchase Contract. the execution and delivery of the bond purchase proposal from the Purchaser; and

E. Electronic Signatures. the use of electronic signatures to execute any of the documents described in this Section 1202 or elsewhere in this Ordinance, as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

Section 1203. Evidence of Bond Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by such Person's attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or such Person's attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the

City Manager or Director of Finance, of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of such Person's holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 1204. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the Paying Agent, the Insurer and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, the Insurer, the Surety Provider and the Owners of the Bonds.

Section 1205. Notices. Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the City at:

City of Arvada
8101 Ralston Road
Arvada, Colorado 80002
Attention: Director of Finance

If to the Paying Agent at:

UMB Bank, n.a.

1670 Broadway

Denver, Colorado 80202

Attention: Corporate Trust & Escrow Services Department

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 1206. Additional Notices to Rating Agencies. The Paying Agent hereby agrees that if at any time (a) the City shall redeem any portion of the Bonds Outstanding prior to maturity, but excluding redemptions pursuant to Section 311 hereof, (b) the City shall provide for the payment of any portion of the Bonds pursuant to Section 1201 hereof, (c) a successor Paying Agent is appointed hereunder, or (d) any supplement to this Ordinance shall become effective or any Person shall waive any provision of this Ordinance, then, in each case, the Paying Agent shall give notice to each Rating Agency.

Section 1207. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

Section 1208. Effective Date. This Ordinance shall be in full force and effect five days after final publication.

Section 1209. Disposition of Ordinance. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the Mayor and City Clerk, and by the certificate of publication.

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of October, 2022.

PASSED, ADOPTED AND APPROVED this ____ day of November, 2022.

Mayor Marc Williams

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: October 20, 2022

STATE OF COLORADO)
)
COUNTIES OF ADAMS AND)
JEFFERSON) SS.
)
CITY OF ARVADA)

I, Kristen Rush, the City Clerk of the City of Arvada, Colorado (the “City”), do hereby certify:

1. The foregoing pages are a true, correct and complete copy of an ordinance adopted by the City Council of the City (the “Council”) (i) on first reading at a regular meeting of the Council held at the City Council Chambers on October 17, 2022, and (ii) on second reading, at a regular meeting of the Council held at the City Council Chambers on November 7, 2022.

2. The ordinance has been signed by the Mayor, sealed with the corporate seal of the City, attested by me as City Clerk, and duly recorded in the books of the City; and that the same remains of record in the book of records of the City.

3. The passage of the ordinance on October 17, 2022, on first reading was duly moved and seconded, and the ordinance was passed on first reading by an affirmative vote of a majority of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Marc Williams, Mayor				
David Jones, Mayor Pro Tem				
Bob Fifer				
John Marriott				
Randy Moorman				
Lauren Simpson				
Lisa Smith				

4. The passage of the ordinance on November 7, 2022, on second and final reading was duly moved and seconded, and the ordinance was passed on second and final reading by an affirmative vote of a majority of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Marc Williams, Mayor				
David Jones, Mayor Pro Tem				
Bob Fifer				
John Marriott				
Randy Moorman				
Lauren Simpson				
Lisa Smith				

5. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Ordinance.

6. Notices of the meetings of October 17, 2022, and November 7, 2022, in the forms attached hereto as Exhibit A were posted not less than 24 hours prior to the meetings in accordance with law.

7. The Ordinance was published after first reading, which notice included the day, hour, and place at which the Council would hold a public hearing thereon, and the affidavit of publication is attached hereto as Exhibit B.

8. The Ordinance was published after second and final reading and the affidavit of publication is attached hereto as Exhibit C.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said City this _____ day of November, 2022.

(SEAL)

City Clerk

EXHIBIT A

(Attach Notices of Meetings)

EXHIBIT B

(Affidavit of Publication after First Reading)

EXHIBIT C

(Affidavit of Publication after Second Reading)

CONTINUING DISCLOSURE CERTIFICATE

City of Arvada, Colorado Water Enterprise Revenue Bonds Series 2022

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Arvada, Colorado (the “Issuer”), in connection with the issuance of its “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022” dated as of [CLOSING DATE], in the aggregate principal amount of \$[PAR] (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the City Council of the Issuer on November 7, 2022 (the “Ordinance”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Ordinance or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Fiscal Year” shall mean the period beginning on January 1 of a calendar year and ending on December 31 of the same calendar year, or such other 12-month period as may be adopted by the Issuer in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

“Official Statement” means the final Official Statement prepared in connection with the Bonds.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of the Issuer’s Fiscal Year, commencing nine (9) months following the end of the Issuer’s Fiscal Year ending December 31, 2022, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer has selected one). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer: it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit “A.”

SECTION 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit “B” hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB’s Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, *if material*;

- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of bondholders, *if material*;
- (8) Bond calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, *if material*;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;¹
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;
- (15) Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

of a financial obligation of the obligated person, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the Issuer intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Issuer at least 30 but no more than 60 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

DATE: [CLOSING DATE]

CITY OF ARVADA, COLORADO

By: _____
Mayor

EXHIBIT “A”

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Arvada
Name of Bond Issue: Water Enterprise Revenue Bonds, Series 2022
Date of Issuance: [CLOSING DATE]
CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated [CLOSING DATE]. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

CITY OF ARVADA, COLORADO

By: _____
Mayor

EXHIBIT “B”

OFFICIAL STATEMENT TABLES TO BE UPDATED

[To be discussed.]

**NOTICE OF PUBLIC SALE
DATED [NOVEMBER 22], 2022**

**CITY OF ARVADA, COLORADO
WATER ENTERPRISE REVENUE BONDS
SERIES 2022 - \$[PAR]***

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the “Council”) of the City of Arvada, Colorado (the “City”) will receive electronic bids for the purchase of the Bonds described below on:

[Tuesday, December 6, 2022]*

at the hour of 9:30 a.m., Colorado time.

Bids must be submitted electronically via the BIDCOMP/PARITY BIDDING SYSTEM (“BIDCOMP/PARITY”) as described in “BID PROPOSAL REQUIREMENTS” and “BIDCOMP/PARITY” below.

ISSUE DETAILS: The Bonds to be sold are the “City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022” (the “Bonds”) in the aggregate principal amount of \$[PAR].* The Bonds will be dated as of the date of delivery, will be issued in fully registered form, and will be initially evidenced by one Bond for each year in which the Bonds mature in denominations equal to the principal amount which matures in each such year. Any initially issued Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, as securities depository for the Bonds (“DTC”). The Bonds are being issued pursuant to an ordinance adopted by the Council on November 7, 2022 (the “Bond Ordinance”), and a sale certificate (the “Sale Certificate”) authorized pursuant to the Bond Ordinance.

MATURITIES: Except as otherwise provided below in “MANDATORY SINKING FUND REDEMPTION” and “ADJUSTMENT OF MATURITIES AFTER DETERMINATION OF BEST BID” below, the Bonds will mature on December 1 in the years and amounts designated below:

<u>Maturity Date</u> <u>(December 1)</u>	<u>Principal Amount*</u>
2023	\$
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	

* Subject to change.

2033
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2052

ADJUSTMENT OF MATURITIES AFTER DETERMINATION OF BEST BID:

The aggregate principal amount and the principal amount of each serial maturity of the Bonds set forth in the Maturity Schedule above are subject to adjustment by the City, after the determination of the best bid. Changes to be made will be communicated to the winning bidder at the time of award of the Bonds to the winning bidder; changes will not reduce or increase the aggregate principal amount of the Bonds by more than [_____] percent (___%) and will not reduce or increase the aggregate principal amount of any individual maturity by more than the greater of [_____] Hundred Thousand Dollars (\$[____]) or [_____] percent (___%) from the amount shown in the Maturity Schedule. The price bid (i.e., par less any discount bid or plus any premium bid) by a winning bidder may be changed as described below, but the interest rates specified by the winning bidder for all maturities will not change. A winning bidder may not withdraw its bid as a result of any changes made within these limits. The price bid will be changed so that the percentage net compensation to the winning bidder (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the Bonds to the public and the price to be paid to the City, less any bond insurance premium, if any, to be paid by the bidder, by (ii) the principal amount of the Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts shown in the Maturity Schedule.

OPTIONAL PRIOR REDEMPTION: The Bonds maturing on or before [December 1, 2032], are not subject to redemption at the option of the City prior to maturity. The Bonds maturing on and after [December 1, 2033], will be subject to redemption prior to their respective maturities, at the option of the City, in whole or in part, in integral multiples of \$5,000, from such maturities as are selected by the City, and if less than all of the Bonds of a maturity are to be redeemed, the Bonds of such maturity are to be selected by lot (giving proportionate weight to Bonds in denominations larger than \$5,000), on [December 1, 2032], or

on any date thereafter, at a redemption price equal to the principal amount so redeemed plus accrued interest to the redemption date without a redemption premium. Redemption will be made in the manner and upon the conditions described in the Final Official Statement (as described below).

MANDATORY SINKING FUND REDEMPTION: Any bidder may, at its option, specify that one or more consecutive maturities of the Bonds will consist of term bonds (the “Term Bonds”) which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. Amounts included as a Term Bond must consist of consecutive maturities, must bear the same rate of interest and must include the entire principal amount for any maturity included in the Term Bond (i.e., the principal amount maturing in any year may not be divided between a serial maturity and a mandatory sinking fund redemption). Any such Term Bond will be subject to mandatory sinking fund redemption in installments in the same amounts and on the same dates as the Bonds would have matured if they were not included in a Term Bond or Term Bonds. Bonds redeemed pursuant to the mandatory sinking fund redemption provisions will be redeemed at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date in the manner and as otherwise provided in the Bond Ordinance and the Sale Certificate. Any election to designate the Bonds as being included in a Term Bond must be made in the official bid forms.

INTEREST RATES AND LIMITATIONS: Interest shall be payable on June 1 and December 1 of each year, commencing [June 1, 2023], and will be computed on the basis of a 360-day year of twelve 30-day months.

1. There is no limit on the number of rates specified, except that one interest rate only shall be specified for the Bonds of any maturity.

2. The interest rate for the Bonds must be stated in a multiple of 1/8th or 1/20th of 1% per annum. A zero rate of interest may not be named for the Bonds.

3. The maximum differential between the lowest and the highest interest rates stated in the bid for the Bonds may not exceed 200 basis points (e.g., if the lowest rate is 4.00% the highest rate may not exceed 6.00%).

4. The maximum interest rate on any Bond shall not exceed 6.00%.

PURCHASE PRICE: The purchase price bid for the Bonds shall not be less than 100% of the par amount of the Bonds. SEE “WINNING BIDDER’S REOFFERING YIELDS”.

BOND INSURANCE AT BIDDER’S OPTION AND EXPENSE: Bids will be accepted which are based upon the issuance of a municipal bond insurance policy for some or all of the Bonds, provided that payment of any insurance premium and any additional fees charged by any rating agency for rating insured Bonds shall be the sole responsibility of the bidder.

Bids shall not be conditioned upon the issuance of a municipal bond insurance policy. Subject to the limitations described below, the City will cooperate in any effort to qualify the Bonds for such bond insurance. The City makes no representation as to whether the Bonds will qualify for municipal bond insurance, and satisfaction of any conditions to the issuance of a

municipal bond insurance policy shall be the sole responsibility of the bidder. In particular, the City will neither amend nor supplement any resolution or ordinance in any way nor will it agree in advance of the sale of the Bonds to enter into any additional agreements with respect to the provision of any such policy. **FAILURE OF THE INSURANCE PROVIDER TO ISSUE ITS POLICY SHALL NOT CONSTITUTE CAUSE FOR A FAILURE OR REFUSAL BY THE WINNING BIDDER TO ACCEPT DELIVERY OF OR PAY FOR THE BONDS.** The winning bidder must provide the City with the municipal bond insurance commitment and information with respect to the municipal bond insurance policy and the insurance provider for inclusion in the Final Official Statement (as defined below) within two (2) business days following the award of the bid by the City. On or prior to the date of delivery of the Bonds, the City will require an opinion of counsel to the insurance provider regarding the enforceability of the municipal bond insurance policy, and a certificate of an officer of the insurance provider regarding certain tax matters and regarding the information in the Official Statement concerning the insurance provider and policy, in form reasonably satisfactory to the City and the winning bidder.

INFORMATION AVAILABLE FROM PRELIMINARY OFFICIAL STATEMENT: Reference is made to the Preliminary Official Statement dated [November 22, 2022] (the “Preliminary Official Statement”) for information as to the authorization and purpose of the Bonds; security for the Bonds; the book-entry system, transfer, exchange and place of payment of the Bonds; the exclusion of the interest on the Bonds from federal and State of Colorado income taxation; and other information relating to the Bonds and the City.

BIDCOMP/PARITY: Bids must be submitted electronically using BIDCOMP/PARITY no later than the time designated herein for the receipt of bids. During the electronic bidding, no bidder will see any other bidder’s bid nor the status of their bid relative to other bids (i.e., whether their bid is a leading bid). Bidders may change or withdraw their bids at any time up to the time designated herein. Electronic bids may only be submitted through BIDCOMP/PARITY. If any provisions in this Notice of Public Sale should conflict with information or terms provided or required by BIDCOMP/PARITY, this Notice of Public Sale (and any amendments hereto) shall control.

BID PROPOSAL REQUIREMENTS: A prospective bidder must register electronically to bid for the Bonds via BIDCOMP/PARITY no later than 9:00 a.m., (Mountain Time), on [December 6, 2022]. A prospective bidder must register electronically to bid for the Bonds by completing the information required by BIDCOMP/PARITY. By registering to bid for the Bonds, a prospective electronic bidder represents and warrants to the City that such bidder’s bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By registering via BIDCOMP/PARITY to bid for the Bonds, a prospective bidder is not obligated to submit a bid in connection with the sale.

Bids must be submitted electronically for the purchase of the Bonds by means of BIDCOMP/PARITY by 9:30 a.m., (Mountain Time), on [December 6, 2022]. Prior to that time, an eligible prospective bidder may (1) input the proposed terms of its bid on BIDCOMP/PARITY, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for

the Bonds, (3) send its proposed bid, or (4) withdraw its proposed bid. Once the bids are communicated electronically via BIDCOMP/PARITY, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided.

Each prospective bidder shall be solely responsible to register to bid via BIDCOMP/PARITY as described above. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BIDCOMP/PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Public Sale. Neither the City nor the City's financial advisor Stifel, Nicolaus & Company, Incorporated (the "Financial Advisor") shall have any duty or be obligated to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the City nor the Financial Advisor shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BIDCOMP/PARITY. The City is using BIDCOMP/PARITY as communication mechanisms, and not as the City's agents, to conduct the electronic bidding for the Bonds.

Each bidder is required to transmit electronically via BIDCOMP/PARITY an unconditional bid specifying the lowest rate or rates of interest and the premium, or discount, as applicable, at which the bidder will purchase the Bonds. Each bid must be for all the Bonds herein offered for sale.

For informational purposes only, the electronic bid will show the effective interest rate for the Bonds represented on a TIC basis, as described under "BASIS OF AWARD" below, represented by the rate or rates of interest and the bid price specified in the bid. No bid will be received after the time for receiving such bids specified above.

Further information about BIDCOMP/PARITY, including any fees charged, may be obtained from such respective entity as follows: Bidcomp/Parity, 1359 Broadway, 2nd Floor, New York, New York 10018, telephone (212) 849-5023; fax (212) 849-5021.

WINNING BIDDER'S REOFFERING YIELDS AND ESTABLISHING THE ISSUE PRICE: At or before 10:30 a.m. Mountain Time on [December 6, 2022], the winning bidder (or manager of the purchasing account) for the Bonds must provide to the Director of Finance of the City (the "Director of Finance") and the Financial Advisor the initial offering price and yield to the public.

The winning bidder shall assist the City in establishing the issue price of the Bonds for federal income tax purposes and shall execute and deliver to the City at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, in a form acceptable to the City and Butler Snow LLP ("Bond Counsel"). All actions to be taken by the City under this Notice of Public Sale to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor and any notice or report to be provided to the City may be provided to the Financial Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (i) the City will disseminate this Notice of Public Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (ii) all bidders will have an equal opportunity to bid;
- (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Public Sale.

Any bid submitted pursuant to this Notice of Public Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid and in this Notice of Public Sale and shall not be subject to any conditions or qualifications except as permitted by this Notice of Public Sale. **By submitting a bid, each bidder confirms that it has an established industry reputation for underwriting new issuances of municipal obligations.**

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. ***Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.***

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(A) the close of the fifth (5th) business day after the sale date; or

(B) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date, as set forth in the Final Official Statement, has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of

the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Public Sale. Further, for purposes of this Notice of Public Sale:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date that the Bonds are awarded by the City to the winning bidder.

GOOD FAITH DEPOSIT: A good faith deposit in the amount of \$[] will be required to be made by the apparent winning bidder after the bids have been received. The apparent winning bidder will be required to wire the good faith deposit to the City no later than [1:00 p.m.] Mountain Time on [December 6, 2022]. The Financial Advisor will contact the apparent winning bidder and request the apparent winning bidder to wire such good faith deposit and the apparent winning bidder shall provide the Federal wire reference number of such good faith deposit to the Financial Advisor by [1:00 p.m.] Mountain Time on [December 6, 2022]. Wire information shall be provided by the City upon award.

The Bonds will not be officially awarded to a bidder until such time as the bidder has provided a Federal wire reference number for the good faith deposit to the Financial Advisor.

No interest on the good faith deposit will accrue to any bidder. The good faith deposit of the winning bidder for the Bonds will be applied to the purchase price of the Bonds. In the event the winning bidder for the Bonds fails to honor its accepted bid, the good faith deposit plus any interest accrued on the good faith deposit will be retained by the City. Any investment income earned on the good faith deposit will not be credited to the successful bidder on the purchase price of the Bonds.

SALE RESERVATIONS: The Council reserves the right (1) to reject any and all bids for the Bonds, (2) to reoffer the Bonds for sale as provided by law, and (3) to waive any irregularity or informality in any bid. In addition, the Council reserves the privilege of changing the date and/or time of sale of the Bonds. If the Council changes the date and/or time of the sale of the Bonds, this Notice of Public Sale shall remain effective, except as amended by communication or other amendment communicated to potential bidders.

If bids are not taken on [December 6, 2022], or if all bids are rejected on [December 6, 2022], the City may reoffer the Bonds for sale at any time thereafter.

BASIS OF AWARD: Subject to the sale reservations and limitations set forth herein, the Bonds will be sold to the responsible bidder making the best bid therefor. The best bid(s) will be determined by computing the actuarial yield on the Bonds (i.e., using an actuarial or true interest cost method) for each bid received. "True interest cost" on the Bonds as used herein means that yield which if used to compute the present worth as of the estimated delivery date of the Bonds of all payments of principal and interest to be made on such series of the Bonds from the estimated delivery date to their respective maturity dates (or mandatory sinking fund redemption dates), using the interest rates specified in the bid and the principal amounts specified in the Maturity Schedule, produces an amount equal to the principal amount of the Bonds, less any discount or plus any premium bid. All interest calculations and the calculation of the best bid shall be based on a 360-day year and a semiannual compounding interval. If an award is made, it will be made to the bidder whose bid results in the lowest true interest cost, i.e., to the bidder making the bid resulting in the lowest true interest cost on the Bonds. If two or more equal bids for the Bonds are received and such equal bids are the best bids received, the City will determine which bid will be accepted.

TIME OF AWARD: The Council has authorized certain designated officers, on behalf of the Council, to accept the best responsible bid for the purchase of the Bonds, and to accept such bid, for and in the name of the City, by notice to the winning bidder. The City will award the Bonds or reject all bids not later than twenty-four (24) hours after the expiration of the time herein specified for the receipt of bids unless such time of award is waived by the winning bidder.

MANNER AND TIME OF DELIVERY: The good faith deposit of the winning bidder will be credited to the winning bidder against the purchase price of the Bonds at the time of delivery of the Bonds (without accruing interest). If the winning bidder for the Bonds fails or neglects to complete the purchase of the Bonds when the Bonds are made ready and are tendered for delivery, the amount of this good faith deposit will be forfeited (as liquidated damages for noncompliance with the bid) to the City, except as hereinafter provided. In that event, the

Council may reoffer the Bonds for sale as provided by law. The purchaser will not be required to accept delivery of any of the Bonds if they are not tendered for delivery within sixty (60) days from the date herein stated for opening bids. If the Bonds are not so tendered within said period of time, the good faith deposit, if any, will be returned to the purchaser upon its request (without accruing interest). The City contemplates, however, effecting delivery of the Bonds to the purchaser through DTC on or about December 20, 2022.

PAYMENT: The winning bidder or bidders will be required to make payment of the balance due for the Bonds at a bank or trust company designated by the Director of Finance. Payment of the balance of the purchase price due at delivery must be made in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City. The Bonds will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

CUSIP NUMBERS: CUSIP numbers will be ordered by the Financial Advisor and will be paid for by the City as a cost of issuance. CUSIP numbers will be printed on the Bonds. If a wrong number is imprinted on any Bond or if a number is not printed thereon, any such error or omission will not constitute cause for the winning bidder to refuse delivery of any Bond.

OFFICIAL STATEMENT: The City has prepared the Preliminary Official Statement, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), except for the omission of certain information as permitted by the Rule. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement, as defined below.

Copies of the Preliminary Official Statement and other information concerning the City and the Bonds may be obtained prior to the sale from the sources listed under “INFORMATION” below.

The City will, as soon as practicable after the award of the Bonds to the winning bidder, update the information contained in the Preliminary Official Statement to the date of the award, and such updated Preliminary Official Statement will constitute the “Final Official Statement” relating to the Bonds. The City authorizes the winning bidder to distribute the Final Official Statement in connection with the offering of the Bonds. The City will provide to the winning bidder an amount not to exceed [] copies of the Final Official Statement on or before the seventh business day following the date of the award of the Bonds to the winning bidder. The winning bidder may obtain additional copies of the Final Official Statement at its expense. The Final Official Statements will be delivered to the winning bidder at the offices of the Financial Advisor at the address listed below (see “INFORMATION” herein). If the winning bidder fails to pick up the Final Official Statements at the offices of the Financial Advisor, the Final Official Statements will be forwarded to the winning bidder by mail or another delivery service mutually agreed to between the winning bidder and the Financial Advisor.

For a period beginning on the date of the Final Official Statement and ending twenty-five (25) days following the date the winning bidder shall no longer hold for sale any of the Bonds, if any event concerning the affairs, properties or financial condition of the City shall occur as a result of which it is necessary to supplement the Final Official Statement in order to

make the statements therein, in light of the circumstances existing at such time, not misleading, the City shall notify the winning bidder of any such event of which the Director of Finance has actual knowledge and, at the request of the winning bidder, shall cooperate fully in preparation and furnishing of any supplement to the Final Official Statement necessary, in the reasonable opinion of the City and the winning bidder, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time.

SECONDARY MARKET DISCLOSURE UNDERTAKING: Pursuant to Securities and Exchange Commission Rule 15c2-12, the City will undertake to provide notice of the occurrence of certain listed events. A form of the undertaking is set forth as an appendix to the Preliminary Official Statement.

TRANSCRIPT AND LEGAL OPINION: The validity and enforceability of the Bonds will be approved by Butler Snow LLP, Denver, Colorado, as Bond Counsel. The purchaser will receive a transcript of legal proceedings, which will include, among other documents:

- A certificate executed by officials of the City stating that there is no litigation pending affecting the validity of the Bonds as of the date of their delivery;
- A certificate executed by the Director of Finance or other authorized official of the City stating that, to the best of such person's knowledge, the Final Official Statement as of its date did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading, subject to the condition that while information in the Final Official Statement obtained from sources other than the City is not guaranteed as to accuracy, completeness, or fairness, such person has no reason to believe and does not believe that such information is materially inaccurate, incomplete, or misleading, and that, to the best of such person's knowledge, since the date of the Final Official Statement no event has occurred which would cause the Final Official Statement as of the date of the delivery of the Bonds to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading (provided that, if between the date of the public sale of the Bonds and the date of delivery of the Bonds, any event should occur or be discovered which would cause the Final Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the purchaser thereof, and if in the opinion of the City or the purchaser such event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the City, at its sole expense, will supplement or amend the Final Official Statement in a

form and in a manner approved by the purchaser and by Butler Snow LLP, Denver, Colorado, as Special Counsel to the City);

- The opinion of Butler Snow LLP as to the validity, enforceability and tax-exempt status of interest on the Bonds, a form of which is set forth as Appendix [] to the Preliminary Official Statement.

GOVERNING LAW AND VENUE: This Notice of Public Sale and the contract formed when the City accepts the winning bid is governed by the laws of the State of Colorado without regard to choice of law analysis. By submitting a bid, each bidder consents to the exclusive jurisdiction of any court of the State of Colorado located in either Adams or Jefferson County or the United States District Court for the State of Colorado for the purpose of any suit, action or other proceeding arising under this Notice of Public Sale, and each bidder hereby irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined by such court. Each bidder further agrees that service of process in any such action commenced in such state or federal court shall be effective on such bidder by deposit of the same as registered mail addressed to the bidder at the address set forth in the bid submitted by the bidder.

INFORMATION: This Notice of Public Sale, the Preliminary Official Statement, the official bid form and other information concerning the City and the Bonds may be obtained from the Director of Finance, City of Arvada, 8101 Ralston Road, Arvada, Colorado 80002, phone (720) 898-7123 or from the Financial Advisors, Stifel, Nicolaus & Company, Incorporated, 1401 Lawrence Street, Suite 900, Denver, Colorado, 80202, phone (303) 291-5362.

Dated [November 22, 2022].

/s/ Bryan Archer

Director of Finance

EXHIBIT A

**CITY OF ARVADA, COLORADO
WATER ENTERPRISE REVENUE BONDS
SERIES 2022 - \$[_____] ***

(FOR USE WHEN COMPETITIVE SALE REQUIREMENTS ARE SATISFIED)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.¹

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) **Sale Date** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

*Subject to change.

¹ Treas. Reg. §1.148-1(f)(3)(i)(B) requires that all bidders have an equal opportunity to bid to purchase bonds. If the bidding process affords an equal opportunity for bidders to review other bids prior to submitting their bids, then this representation should be modified to describe the bidding process.

(d) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: [ISSUE DATE]

**CITY OF ARVADA, COLORADO
WATER ENTERPRISE REVENUE BONDS
SERIES 2022 - \$[_____]***

**(FOR USE WHEN COMPETITIVE SALE REQUIREMENTS ARE NOT SATISFIED
TO BE ADJUSTED BY BOND COUNSEL AS APPLICABLE)**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [“[SHORT NAME OF UNDERWRITER]”][the “Representative”)], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

(1) ***[If all maturities satisfy the 10% test on the sale date:] Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A. ***[If only some of the maturities satisfy the 10% test on the sale date:]*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

(2) ***Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities].***

(a) ***[If all maturities use hold-the-offering-price rule:]***[SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B. ***[If selected maturities use hold-the-offering-price rule:]***[SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) ***[If all maturities use hold-the-offering-price rule:]***As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such

* Subject to Change

agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. *[If selected maturities use hold-the-offering-price rule:]*s set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(3) ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) ***Issuer*** means the City of Arvada, Colorado.

(e) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(h) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph

to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[Signature Page Follows]

[UNDERWRITER][REPRESENTATIVE]

By: _____

Name: _____

Dated: [ISSUE DATE]

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

PAYING AGENT AGREEMENT

THIS AGREEMENT, dated as of [CLOSING DATE, 2022], is by and between the City of Arvada, in the Counties of Adams and Jefferson and State of Colorado (the “City”), and UMB Bank, n.a., in Denver, Colorado (the “Bank”).

WITNESSETH:

WHEREAS, by an ordinance of the City Council of the City duly adopted on November 7, 2022 (the “Bond Ordinance”), the City has authorized the issuance of its Water Enterprise Revenue Bonds, Series 2022, in the aggregate principal amount of \$[PAR] (the “Bonds”); and

WHEREAS, it is mutually desirable to the City and the Bank that the Bank, through its Corporate Trust & Escrow Services Department, located in Denver, Colorado, act as Paying Agent (as defined in the Bond Ordinance) for the Bonds; and

WHEREAS, it is mutually desirable that this agreement (the “Agreement”) be entered into between the City and the Bank to provide for certain aspects of such Paying Agent services.

NOW, THEREFORE, the City and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. The Bank hereby accepts all duties and responsibilities of the Paying Agent as provided in the Bond Ordinance and in this Agreement. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that the City causes to be made available to the Bank all funds necessary in order to so honor the Bonds. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the “Principal and Interest Payment Account” provided for in Section 2 of this Agreement. Nothing in this Agreement shall require the City to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided herein, in the Bond Ordinance and in the Sale Certificate authorized by the Bond Ordinance (the “Sale Certificate”). In addition, the Bank hereby accepts the duties and responsibilities pertaining to the authentication, registration, transfer, exchange and replacement of the Bonds, and the duties and responsibilities pertaining to the calling of Bonds for prior redemption, all as provided in the Bond Ordinance.

2. Not less than (a) three business days prior to each payment date, if funds are delivered by wire transfer, or (b) five business days prior to each payment date, if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the City with the Bank in an account designated “Principal and Interest Payment Account.” The funds so deposited shall be held and applied by the Bank through its Corporate Trust & Escrow Services Department solely for the payment of principal of, premium, if any, and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Ordinance and the Sale Certificate, the principal of, premium, if any, and interest on the Bonds. In the event a payment date is not a Business Day (as defined in the Bond Ordinance), the Bank shall make the principal and/or interest payment on the following Business Day with the same effect as if it had been made on the date scheduled for such payment. The Bank shall not be required to invest or to pay interest on any funds of the City for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

3. The City shall pay to the Bank fees in accordance with its then existing fee schedule and reimburse the Bank solely from Gross Pledged Revenues for its expenses incurred in connection with its duties under this Agreement (including without limitation, legal fees and expenses). Attached to this Agreement as Exhibit A is the Bank’s current fee schedule. No new fee schedule shall become effective until 30 days after the Bank has given the City notice thereof.

4. Unless waived by the Bank, the City agrees to provide the Bank with not less than 60 days’ notice of any prior redemption of the Bonds.

5. The Bank agrees to annually notify the City, in writing, of the City’s obligation to file its Annual Report (as such term is defined in the Continuing Disclosure Certificate dated [CLOSING DATE, 2022], relating to the issuance of the Bonds), at least 30 but not more than 60 days prior to the date on which the Annual Report is required to be filed pursuant to the terms of the Continuing Disclosure Certificate. The Bank shall have no further obligation or duty relating to the City’s obligation under the Continuing Disclosure Certificate other than the provision of the notice as required by this Section. The Bank shall not be held liable for failure to provide such notice nor for the City’s failure to comply with such requirements.

6. At least 30 but not more than 60 days prior to [CLOSING DATE, 2027], [CLOSING DATE, 2032], [CLOSING DATE, 2037], [CLOSING DATE, 2042], [CLOSING DATE, 2047], [CLOSING DATE, 2052], and on the date on which the last Bond is discharged, the Bank shall send written notice to the City stating that the City must: (i) compute the amount of rebatable arbitrage, if any, which is due to the federal government pursuant to Sections 103 and 148(f) of the Internal Revenue Code of 1986, as amended, and (ii) pay such amount no later than 60 days from [CLOSING DATE, 2027], [CLOSING DATE, 2032], [CLOSING DATE, 2037], [CLOSING DATE, 2042], [CLOSING DATE, 2047], [CLOSING DATE, 2052], and on the date on which the last Bond is discharged. The Bank shall have no further obligation or duty related to the City's requirements under Sections 103 and 148(f) of the Internal Revenue Code of 1986 other than providing the notice required by this Section. The Bank shall not be held liable for failure to provide such notice nor for the City's failure to comply with such requirements.

7. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and/or interest of the respective Bonds with respect to which such moneys have been set aside have become due and payable shall without further request by the City be paid to the City. If funds are returned to the City, the City and the Bank agree that the registered owner of such Bond shall thereafter look only to the City for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

8. The Agreement may be terminated as provided in Section 211 of the Bond Ordinance.

9. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Ordinance, the provisions of the Bond Ordinance shall be controlling.

10. At any time, the Bank may apply to the City for instructions and may consult counsel for the City or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Bank may conclusively rely and shall be protected in acting upon any paper or document believed by it in good faith to be genuine and to have been signed by any authorized officer of the City and shall not be held to have notice of any change of authority of any authorized officer until receipt by it of written notice thereof by the City. The Bank shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile

signatures of the authorized officers of the City. The Bank shall not be responsible, for any reason, for any action taken or omitted to be taken by it in good faith in connection with this Agreement or any of the Bonds except for its own negligence, willful misconduct or bad faith in the performance of any duty to be performed by the Bank hereunder.

11. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to the Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

12. This Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado, without regard to choice of law analysis. Jurisdiction and venue for any disputes related to this Agreement shall be in any court of the State of Colorado located in Adams or Jefferson County or the United States District Court for the State of Colorado.

13. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

14. There is hereby created and established with the Bank a fund to be designated "City of Arvada, Colorado, Water Enterprise Revenue Bonds, Series 2022 Costs of Issuance Fund" (the "Costs of Issuance Fund"). Into such Costs of Issuance Fund there shall be deposited \$[] of the proceeds of the Bonds, which shall be used to pay costs of issuance and expenses incurred as a result of the issuance of the Bonds. The Bank is hereby directed by the City to pay the approved costs of issuance to the parties and in the amounts listed in a copy of the closing memorandum provided by Stifel, Nicolaus & Company, Incorporated, upon presentation of an invoice from each party for the amount listed. Any discrepancies will be approved by the City prior to payment of the expense. Moneys held as part of the Costs of Issuance Fund shall remain uninvested. Any amounts remaining in the Costs of Issuance Fund

90 days after closing shall be transferred to the City subject to written confirmation from the City to the Bank that all costs of issuance have been paid.

IN WITNESS WHEREOF, the Bank and the City have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF ARVADA, COLORADO

By: _____
Mayor

(SEAL)

Attest:

City Clerk

UMB BANK, N.A., as Paying Agent

By: _____
Senior Vice President

EXHIBIT A

(Attach Paying Agent's Fee Schedule)



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.4.**

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: CB22-078, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022 (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)

Report in Brief

The Infrastructure Work System has been updating financial strategies to support Utilities infrastructure and, specifically, Strategic Result 3 (SR3), the Water, Sewer, and Stormwater Master Plans and their implementation. The financial strategies include plans to issue a bond for wastewater infrastructure.

The Wastewater Master Plan identified projects required to add capacity for planned development and to reinvest in existing infrastructure.

The team is requesting that the City Council authorize the issuance of revenue bonds to fund these projects.

The Arvada team recommends that the City Council approve CB22-078, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022.

Financial Impact

If approved by the City Council, the bond issue will increase the Wastewater Enterprise Revenue debt by no more than \$52 million with annual payments no greater than \$3.75 million for 30 years and a total maximum repayment cost no greater than \$104 million. The source of the payments (principal and interest on the bonds) is revenue from water customers along with system development charges.

Background

The City's Infrastructure team continues to prepare for investments in operations and infrastructure as part of our ongoing commitment to continue to provide reliable water, sewer, and stormwater drainage services to our community. Over the past two years, the team has provided information and updates to the Council regarding this, including annual budgets and workshops related to the water, sewer, and stormwater master planning efforts. This work supports the 2020-2025 City Council Strategic Plan that calls for updated master plans for water, sewer and stormwater, as well as an implementation plan and budget recommendations.

During the July 25 workshops, the City team presented financial strategies that would support reinvestment and planned development. We received direction from the Council to continue on the path to implement a plan to adjust rates, bimonthly service fees, and system development charges (formerly referred to as tap fees). The adjustments will provide additional resources to support implementation of the master plans called for in Strategic Result 3, including issuing bonds for water and sewer infrastructure.

The Wastewater Enterprise fund currently has no debt. Issuing debt at this time will provide funds immediately for projects and allow the city to pay over 30 years. Using bond funds to pay for large infrastructure that has a long life (20 to 50+ years) ensures intergenerational equity for our customers. This means that because most bonds have a 20-30 year term, all customers

who benefit from the completed projects, whether they live in the city now or will move here in the near future, will pay for them.

Revenue for bond payments will come from a combination of rates, fees, and system development charges. Rates and fees will pay for the portion of the bond that is related to reinvestment, and system development charges will pay for the portion of the bond that is related to capacity. This ensures the growth pays for itself in Arvada.

Discussion

Strategic Result 3 (SR3) directs the City team to complete Water, Sewer, and Stormwater Master Plans and their implementation. In order to implement the master plan findings, the City team developed financial strategies that include adjustments to rates, bimonthly service fees, system development charges, and issuance of bonds. This funding is critical to support the projects identified in the Master Plans so that our customers will continue to have reliable wastewater collection and management services and that the City's infrastructure has the capacity to support planned development.

The 10-year capital plan for wastewater includes major reinvestment and expansion of existing collection system infrastructure. This includes design and construction of upgrades and expansion of the North Trunk and Central Ralston Trunk sewer interceptors. To fund the initial phase of this work for the years 2023-2025, the City team is recommending a \$50 million bond issue in 2022. Using bonds is a best management practice for funding major infrastructure and will support Strategic Result 3.

The Wastewater Enterprise fund currently has no debt. In order to support bond payments, adjustments to rates, fees, and system development charges will be required to raise additional revenue. These adjustments are proposed under separate ordinances to revise City Code. Rates and fees will pay for the portion of costs associated with reinvestment, and system development charges will pay the portion related to added capacity for planned development. This approach ensures that growth pays for itself, and at the same time existing customers pay for reinvestment in aging infrastructure.

Approving this ordinance will support the Utilities financial strategies discussed at the July 25 workshop. The strategies support implementation of the Wastewater Master Plan as directed by Strategic Result 3. This action will also support reliable wastewater collection and management for the community for decades to come.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The recommendation to issue revenue bonds aligns with the following Strategic Result within the Infrastructure Priority Area of the City Council Strategic Plan:

By 12/2023 update water, sewer, stormwater master plans and develop an implementation plan to address all findings.

In addition, issuing revenue bonds 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 the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

SUBJECT: CB22-078, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022 (Public Hearing to be set for November 7, 2022 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.4.

Approve CB22-078, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-078, An Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022.

Suggested Motion:

I move that CB22-078, AAn Ordinance Authorizing the Issuance of the City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022 , be (approved on first reading, ordered published in full, and a public hearing set for November 7, at 6:15 p.m.) (rejected).

Prepared by:
Bryan Archer, Director of Finance

Reviewed by:

Approved by:

Gail Walker, Legal Specialist-Contracts	10/5/2022
Brad Moloney, Deputy City Attorney	10/5/2022
Rachel Morris, City Attorney	10/5/2022
Don Wick, Director of Public Works	10/5/2022
Linda Haley, Deputy City Manager	10/5/2022
Lorie Gillis, Deputy City Manager	10/6/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-078
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF ARVADA,
COLORADO, WASTEWATER ENTERPRISE REVENUE BONDS, SERIES 2022

WHEREAS, the City of Arvada (the “City”) is a municipal corporation and political subdivision of the State of Colorado (the “State”) duly organized and existing under the City’s home rule charter (the “Charter”) adopted pursuant to Article XX of the Constitution of the State; and

WHEREAS, the members of the City Council of the City (the “Council”) have been duly elected or appointed and qualified; and

WHEREAS, the City now owns and operates a municipal sewer system (the “Wastewater System”); and

WHEREAS, the Council has determined and hereby determines that the Wastewater System constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution (“TABOR”) and Title 37, Article 45.1, C.R.S. (the “Enterprise Act”); and

WHEREAS, the City is authorized by Section 11.5 of the Charter to issue bonds for the purpose of purchasing, constructing, condemning, otherwise acquiring, extending, or improving a sewer system provided that the bonds shall be made payable solely out of the net revenues derived from the operations of such system; and

WHEREAS, the Council proposes to extend, better, otherwise improve and equip the Wastewater System (as more fully described herein, the “Project”); and

WHEREAS, the City is authorized by Section 11.5 of the Charter, and the Enterprise Act, to issue revenue bonds authorized by action of the Council; and

WHEREAS, the City intends to issue its “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022” (the “Bonds”) to defray in part the costs of the Project; and

WHEREAS, the City is authorized by TABOR, the Enterprise Act and Section 11.5 of the Charter to issue the Bonds without an election; and

WHEREAS, the City has not previously pledged nor hypothecated the revenues derived or to be derived from the operation of the Wastewater System, or any part thereof, to the payment of any outstanding bonds or other financial obligations or for any other purpose; and

WHEREAS, the City intends to conduct a public sale of the Bonds where the Bonds will be sold to the highest and best bidders for cash and to the best advantage of the City for the purpose of defraying in whole or in part the costs of the Project in accordance with Section 11.8 of the Charter; and

WHEREAS, pursuant to Section 11-57-205, C.R.S., the City desires to delegate to the City Manager or the Director of Finance the independent power to accept a binding bid for the Bonds and to make final determinations relating to the Bonds, subject to the parameters contained in Section 213 of this Ordinance; and

WHEREAS, there are on file with the City Clerk the forms of the following documents: (i) the Notice of Sale; (ii) the Paying Agent Agreement; (iii) the Preliminary Official Statement; and (iv) the Continuing Disclosure Certificate; and

WHEREAS, it is necessary to provide for the form of the Bonds, Bond details, the payment of the Bonds, and other provisions relating to the authorization, issuance, and sale of the Bonds.

BE IT ORDAINED BY THE CITY OF ARVADA, COLORADO:

ARTICLE I
DEFINITIONS, INTERPRETATION,
RATIFICATION AND EFFECTIVE DATE

Section 101. Meanings and Construction.

A. Definitions. The terms in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

“acquire” or “acquisition” means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or other acquisition, or any combination thereof, of any properties pertaining to the Wastewater System, or an interest therein, or any other properties herein designated.

“Bond Counsel” means an attorney or a firm of attorneys, designated by the City of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Bond Fund” means the special fund designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022, Bond Fund” created pursuant to Section 505 hereof.

“Bond Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, any Parity Bonds, or other securities payable from the Net Pledged Revenues and heretofore or hereafter issued, if any, or such part of such securities as may be designated.

“Bonds” means City’s Wastewater Enterprise Revenue Bonds, Series 2022, issued pursuant to this Ordinance.

“book-entry form” or “book-entry system” means, with respect to the Bonds, a form or system, as applicable, under which physical Bond certificates in fully registered form are registered only in the name of The Depository Trust Company or its nominee as Owner, with the physical Bond certificates “immobilized” in the custody of The Depository Trust Company. The

book-entry system maintained by and the responsibility of The Depository Trust Company and not maintained by or the responsibility of the City or the Paying Agent is the record that identifies, and records the transfer of the interests of, the owners of book-entry interests in the Bonds.

“Business Day” means a day of the year, other than a Saturday or Sunday, other than a day on which commercial banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed and other than a day on which the New York Stock Exchange is closed.

“Capital Improvements” means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and those property improvements or any combination of property improvements which will constitute enlargements, extensions or betterments to the Wastewater System and will be incorporated into the Wastewater System.

“City” means the City of Arvada, Adams and Jefferson Counties, Colorado, a municipal corporation and political subdivision of the State.

“City Clerk” means the City Clerk of the City, or his or her successor in functions, if any.

“City Manager” means the City Manager of the City, or his or her successor in functions, if any.

“Charter” means the home rule charter of the City, including all amendments thereto prior to the date hereof.

“Closing Date” means the date of delivery of and payment for the Bonds.

“Combined Maximum Annual Principal and Interest Requirements” means the largest sum of the principal of and interest on the Bonds, any Outstanding Parity Bonds and any additional Parity Bonds proposed to be issued, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided), subject in all respects to the following, as applicable:

(1) The word “principal,” as used in this definition, means the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise.

(2) Any computation made under this definition shall be adjusted for all purposes in the same manner as is provided in Section 703 hereof.

“Commercial Bank” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve System, which has a capital and surplus of \$10,000,000 or more, and which is located within the United States of America.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate for the Bonds executed by the City.

“Costs of the Project” means all costs, as designated by the City, of the Project, or any interest therein, which cost, at the option of the City (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

(i) All preliminary expenses or other costs advanced by the City or advanced by the Federal Government, the State or by any other Person from any source, with the approval of the Council, or any combination thereof, or otherwise;

(ii) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(iii) The costs of contingencies;

(iv) The costs of premiums on any builders’ risk insurance and performance bonds during the construction, installation and other acquisition of the Project, or a reasonably allocated share thereof;

(v) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

(vi) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(vii) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, Bond Counsel, counsel to the Purchaser, counsel to the City, financial

advisor, rating agencies and printers to the extent not defrayed as an Operation and Maintenance Expense;

(viii) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(ix) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(x) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(xi) The costs of machinery and equipment;

(xii) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(xiii) The payment of the premium for the Insurance Policy issued by the Insurer and Reserve Fund Insurance Policy issued by the Surety Provider;

(xiv) The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the acquisition and construction of the Project;

(xv) The costs of amending any ordinance or other instrument pertaining to the Bonds or otherwise to the Wastewater System; and

(xvi) All other expenses pertaining to the Project.

“Council” means the City Council of the City.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“Director of Finance” means the Director of Finance of the City, or his or her successor in functions, if any.

“Enterprise Act” means Title 37, Article 45.1, C.R.S., as amended.

“Events of Default” means the events stated in Section 903 hereof.

“Federal Government” means the United States of America and any agency, instrumentality or corporation thereof.

“Federal Securities” means bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“Fitch” means Fitch, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

“Fiscal Year” means the calendar year or any other 12-month period hereafter selected by the City as its fiscal year.

“Gross Pledged Revenues” means all income from rates, fees, tolls and charges and tap fees, or any combination thereof, but not special assessments, for the services furnished by, or the direct or indirect connection with, or the use of, or any commodity from the Wastewater System, including without limiting the generality of the foregoing, minimum charges, charges for the availability of service, disconnection fees, reconnection fees and reasonable penalties for any delinquencies, and all income or other realized gain, if any, from any investment of Gross Pledged Revenues and of the proceeds of securities payable from Net Pledged Revenues (except income or other gain from any investment of moneys held in an escrow fund or account for the defeasance of securities payable from the Net Pledged Revenues or any other similar fund) to the extent not required to be rebated to the federal government; provided however, that there shall be excluded from Gross Pledged Revenue: ad valorem property taxes; any moneys borrowed and used for providing Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account, pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the Wastewater System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom. Gross Pledged Revenues shall also include amounts on deposit in a rate stabilization fund. Gross Pledged Revenues excludes any refund of rates, tolls and charges due to others.

“improve” or “improvement” means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

“Independent Accountant” means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

- (i) Who is, in fact, independent and not under the control of the City;
- (ii) Who does not have any substantial interest, direct or indirect, with the City, and
- (iii) Who is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

“Independent Engineer” means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the Wastewater System, which individual, firm or corporation has no substantial interest, direct or indirect, in the City and in the case of an individual, is not a member of the Council, or an officer or employee of the City, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the City.

“Insurance Agreement” means an agreement entered into between the City and any Insurer pursuant to Section 213 of this Ordinance.

“Insurance Policy” means the municipal bond new issue insurance policy, if any, issued by the Insurer that guarantees payment of principal of and interest on the Bonds when due.

“Insurer” means the issuer of the Insurance Policy, if any, as set forth in the Sale Certificate.

“Investment Securities” means any securities or other obligations permitted as investments of moneys of the City under the laws of the State.

“Letter of Representations” means the Blanket Issuer Letter of Representations from the City to The Depository Trust Company in connection with the issuance of the Bonds in a book-entry system, as supplemented and amended from time to time.

“Mayor” means the Mayor of the City or his or her successor in functions, if any.

“Moody’s” means Moody’s Investor Services, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns.

“Net Pledged Revenues” means the Gross Pledged Revenues remaining after the payment of the Operation and Maintenance Expenses of the Wastewater System.

“Official Statement” means the Official Statement delivered in connection with the original issuance and sale of the Bonds.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the Wastewater System as may be determined by the City, including, except as limited by contract or otherwise limited by law, without limiting the generality of the foregoing:

(a) Engineering, auditing, legal and other overhead expenses directly related and reasonably allocable to the administration, operation and maintenance of the Wastewater System;

(b) Insurance, surety bond and interest rate cap agreement premiums appertaining to the Wastewater System;

(c) The reasonable charges of any paying agent, registrar, transfer agent, depository or escrow bank appertaining to any securities payable from the Net Pledged Revenues;

(d) Annual payments to pension, retirement, health and hospitalization funds appertaining to the Wastewater System;

(e) Any taxes, assessments, franchise fees or other charges or payments in lieu of the foregoing;

(f) Ordinary and current rentals or equipment or other property;

(g) Contractual services, professional services, salaries, administrative expenses and costs of labor appertaining to the Wastewater System, and the cost of materials and supplies used for current operation or routine maintenance or repair of the Wastewater System;

(h) The costs incurred in the billing and collection of all or any part of the Gross Pledged Revenues;

(i) Any costs of utility services furnished to the Wastewater System by the City or otherwise;

(j) Any other such expenses considered by the City in determining the amount of wastewater rates, fees, tolls and charges imposed for operation and maintenance; and

(k) Expenses in connection with the issuance of bonds or other securities evidencing any loan to the City and payable from Gross Pledged Revenues.

“Operating Expenses” do not include:

(a) Any allowance for depreciation;

(b) Any costs of improvement, extension or betterment that qualify as capital items in accordance with generally accepted accounting principles;

(c) Any accumulation of reserves for capital replacements;

(d) Any reserves for operation, maintenance or repair of the Wastewater System;

(e) Any allowance for the redemption of any bonds or other securities payable from the Net Pledged Revenues or the payment of any interest thereon;

(f) Any liabilities incurred in the acquisition of any facilities constituting part of the Wastewater System; and

(g) Any other ground of legal liability not based on contract.

“Ordinance” means this ordinance of the City, which provides for the issuance and delivery of the Bonds.

“Outstanding” when used with reference to the Bonds, the Parity Bonds, or any other designated securities and as of any particular date means all the Bonds, the Parity Bonds, or any such other securities payable from the Net Pledged Revenues or otherwise pertaining to the Wastewater System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(i) Except any Bond, Parity Bond, or other security canceled by the City, by any paying agent, or otherwise on the City’s behalf, at or before such date;

(ii) Except any Bond, Parity Bond, or other security deemed to be paid as provided in Section 1201 hereof or any similar provision of the ordinance authorizing the issuance of such other security; and

(iii) Except any Bond, Parity Bond, or other security in lieu of or in substitution for which another Bond, Parity Bond or other security shall have been executed and delivered pursuant to Sections 305, 306 or 1008 hereof or any similar provisions of the ordinance authorizing the issuance of such other security.

“Owner” means the registered owner of any designated Bond, Parity Bond, or other designated security.

“Parity Bonds” means any securities hereafter issued payable from and having an irrevocable lien upon the Net Pledged Revenues on a parity with the Bonds.

“Parity Bond Ordinances” means any ordinances or agreements hereafter entered into by the City with respect to or authorizing the issuance of Parity Bonds.

“Paying Agent” means UMB Bank, n.a., in Denver, Colorado, being an agent of the City for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds and includes any successor Commercial Bank as paying agent.

“Paying Agent Agreement” means the Paying Agent Agreement between the City and the Paying Agent.

“Person” means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the City), partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Policy Costs” means repayment of draws under the Reserve Fund Insurance Policy, if any, plus all related reasonable expenses incurred by the Surety Provider, plus accrued interest thereon.

“Preliminary Official Statement” means the Preliminary Official Statement delivered in connection with the original issuance and sale of the Bonds.

“Project” means the acquisition, construction and installation of Capital Improvements to the Wastewater System, the cost of which is to be defrayed with a portion of the proceeds of the Bonds.

“Project Fund” means the special fund designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022, Project Fund” created pursuant to Section 401 hereof.

“Purchaser” means the original purchaser of the Bonds as specified in the Sale Certificate.

“Rating Agency” means each nationally recognized securities rating agency then maintaining a rating on the Bonds.

“Rebate Fund” means the special fund designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022, Rebate Fund” created pursuant to Section 509 hereof.

“Record Date” means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

“Redemption Date” means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Pledged Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

“Reserve Fund” means the special fund designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022, Reserve Fund” created pursuant to Section 506 hereof.

“Reserve Fund Insurance Policy” means any insurance policy, surety bond, irrevocable letter of credit or similar instrument deposited in or credited to the Reserve Fund in lieu of or in partial substitution for moneys on deposit therein.

“Reserve Fund Requirement” if any, has the meaning ascribed to such term in the Sale Certificate.

“Sale Certificate” means the sale certificate of the City relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 213 hereof.

“Special Record Date” means the record date for determining ownership of the Bonds for purposes of paying accrued but unpaid interest, as such date may be determined pursuant to this Ordinance.

“Standard & Poor’s” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, its successors and its assigns.

“State” means the State of Colorado.

“Subordinate Securities” means securities or other obligations payable from the Net Pledged Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Bonds.

“Supplemental Public Securities Act” means Part 2 of Article 57 of Title 11, C.R.S., as amended.

“Surety Provider” means the Insurer or any other entity issuing a Reserve Fund Insurance Policy with respect to the Bonds.

“Tax Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

“Tax Compliance Certificate” means one or more federal tax compliance certificates executed by the City in connection with the initial issuance and delivery of the Bonds.

“Term Bonds” means Bonds that are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“Trust Bank” means a Commercial Bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

“Wastewater Enterprise Fund” means the special fund maintained by the City and designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Wastewater Enterprise Fund.”

“Wastewater System” means the City’s system for the collection, treatment and discharge of wastewater and consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City, whether situated within or without the City boundaries, used in connection with such system of the City, and in any way appertaining thereto, including all present or future improvements, extensions, enlargements, betterments, replacements or additions thereof or thereto and administrative facilities

Section 102. Parties Interested Herein. Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the City, the Council, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any Parity Bonds or other securities payable from the Net Pledged Revenues when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Council, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

Section 103. Ratification; Approval of Documents. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers, employees and agents of the City and otherwise taken by the City directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

Section 104. Repealer. All bylaws, orders, resolutions and ordinances or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof,

heretofore repealed. All rules of the Council, if any, which might prevent the final passage and adoption of this Ordinance are hereby suspended.

Section 105. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 106. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Bonds and this Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

Section 107. Conclusive Recitals. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that they are issued pursuant to the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 108. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

ARTICLE II

DETERMINATION OF THE CITY'S AUTHORITY AND OBLIGATIONS;

APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO

APPLY SUPPLEMENTAL PUBLIC SECURITIES ACT TO THE BONDS

Section 201. Authorization. The Bonds are issued in accordance with the Constitution and laws of the State, the Charter and the provisions of this Ordinance, specifically the Supplemental Public Securities Act; Title 37, Article 45.1, C.R.S., and all other laws of the State thereunto enabling. For the purpose of defraying the Costs of the Project, the City hereby authorizes the Bonds to be issued in the aggregate principal amount provided in the Sale Certificate as approved by the Mayor, the City Manager or the Director of Finance, subject to the parameters and restrictions contained in this Ordinance.

Section 202. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds and any Outstanding Parity Bonds heretofore or hereafter authorized and issued, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 203. Special Obligations. All of the Bond Requirements of the Bonds and the Policy Costs shall be payable and collectible solely out of the Net Pledged Revenues which revenues are so pledged; the Owner or Owners of the Bonds, the Insurer, and the Surety Provider may not look to any general or other fund for the payment of the Bond Requirements or the Policy Costs, except the herein designated special funds pledged therefor; the Bonds and the Policy Costs shall not constitute an indebtedness or a debt within the meaning of any constitutional, or statutory provision or limitation; and the Bonds and the Policy Costs shall not be considered or held to be general obligations of the City but shall constitute its special obligations. No statutory, Charter, or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the City to comply with the provisions of this Ordinance or to pay the Bond Requirements of the Bonds and the Policy Costs as herein provided.

Section 204. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except the special funds pledged therefor), or against its general credit, or as payable out of its general fund or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

Section 205. No Pledge of Property. The payment of the Bonds and the Policy Costs is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the Net Pledged Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds or the Policy Costs.

Section 206. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or the Policy Costs or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Council or any officer, employee or other agent of the City, past, present or future, either directly or indirectly through the Council, or the City, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

Section 207. Authorization of the Project. The Council, on behalf of the City, does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

Section 208. Enterprise Status. The Council, on behalf of the City, hereby confirms its determination that the Wastewater System is an “enterprise” for the purposes of Article X, Section 20 of the State Constitution and the Enterprise Act.

Section 209. Sale of Bonds. The Bonds shall be sold by competitive sale to the Purchaser. Pursuant to the Supplemental Public Securities Act, the Council hereby delegates to the Mayor, the City Manager or the Director of Finance the authority to accept a binding bid for the Bonds, to execute the proposal for the purchase of the Bonds submitted by the Purchaser and to execute the Sale Certificate confirming the bond details.

Section 210. Official Statement. The preparation and use of the Preliminary Official Statement and of the final Official Statement are hereby authorized. The Mayor, the City Manager, or the Director of Finance is hereby authorized to approve, on behalf of the City, the Official Statement, in substantially the form of the Preliminary Official Statement with such changes as are hereafter approved by the Mayor, the City Manager or the Director of Finance. The execution of the Official Statement by the Mayor, the City Manager, or the Director of Finance shall be conclusively deemed to evidence the approval of the form and contents thereof by the City.

Section 211. Paying Agent. The Council hereby determines to approve the Paying Agent Agreement in substantially the form as is on file with the City Clerk. The Paying Agent may resign at any time on 30 days’ prior written notice to the City. The City may remove the Paying Agent upon 30 days’ prior written notice to the Paying Agent. If the Paying Agent appointed thereunder shall resign, or if the City shall determine to remove the Paying Agent,

then the City may appoint a successor Paying Agent, upon notice mailed to each Owner of any Bond at such Person's address last shown on the registration records maintained by the Paying Agent or by electronic means to DTC or its successors. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent. Every such successor Paying Agent shall be a Commercial Bank.

Section 212. Other Related Documents. The forms, terms and provisions of, and the performance by the City of its obligations under the Notice of Sale, the Preliminary Official Statement, the Paying Agent Agreement, and the Continuing Disclosure Certificate are hereby approved, and the Mayor or Mayor pro tem and the City Clerk or Deputy City Clerk are hereby authorized and directed to execute each of such documents on behalf of and in the name of the City, and to deliver each of such documents, in substantially the form on file with the City Clerk, with such changes as are not inconsistent herewith. The Mayor, the City Manager or the Director of Finance are hereby independently authorized to execute and deliver the Notice of Sale, the Sale Certificate and any Insurance Agreement as may be required by an Insurer relating to the issuance of the Insurance Policy or a Surety Provider relating to the Reserve Fund Insurance Policy. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval by the City of such instrument in accordance with the terms hereof.

Section 213. Election to Apply Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-205 of the Supplemental Public Securities Act, the Council hereby delegates to any of the Mayor, the City Manager or the Director of Finance the authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

(i) **Interest Rate.** The rate of interest to be borne by the Bonds, provided that no Bond shall bear interest in excess of 6.00%.

(ii) Redemption Provisions. The prior redemption provisions of the Bonds, provided that the Bonds shall be subject to optional redemption at a redemption price not to exceed 103%.

(iii) Purchase Price. The price at which the Bonds will be sold to the purchaser, provided that the purchase price of the Bonds shall not be less than 98% of the aggregate principal amount of the Bonds.

(iv) Principal Amount. The aggregate principal amount of the Bonds, provided that the aggregate principal amount of the Bonds shall not exceed \$52,000,000.

(v) Maturity Schedule. The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption in any particular year; provided that the maximum annual repayment cost shall not exceed \$3,750,000 and the maximum total repayment cost shall not exceed \$104,000,000.

(vi) Term of the Bonds. The Bonds shall not mature later than December 1, 2053.

(vii) Capitalized Interest. The existence and amount of any capitalized interest on the Bonds.

(viii) Reserve Fund. The existence of, and amount to be deposited in the Reserve Fund.

(ix) Bond Insurance. Whether the Bonds will be secured by an Insurance Policy or a Reserve Fund Insurance Policy and the terms of any agreement with the provider of such Insurance Policy or Reserve Fund Insurance Policy.

Such determinations shall be evidenced by the Sale Certificate signed by the Mayor, the City Manager or the Director of Finance dated the date of the sale of the Bonds or the Closing Date, and delivered as of the Closing Date, which shall not be more than one year from the date of adoption of this Ordinance. If the City shall determine to not obtain an Insurance Policy to secure the payment of principal of and interest on the Bonds, or not to obtain a Reserve Fund Insurance Policy, any references to the Insurer, the Insurance Policy, the Reserve Fund Insurance Policy, the Surety Provider, Policy Costs, the Insurance Agreement, or other provisions relating to bond insurance shall be of no force or effect.

Section 214. Useful Life of the Project. The Council estimates the useful life of the Project to be financed by the Bonds to be 40 years.

ARTICLE III
AUTHORIZATION, TERMS, EXECUTION AND
ISSUANCE OF BONDS

Section 301. Bond Details.

A. Basic Provisions. The Bonds shall be issued in fully registered form (*i.e.* registered as to payment of both principal and interest), in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be lettered “R” and shall be numbered separately from 1 upward. The Bonds shall be dated as of the date of their delivery. The Bonds shall mature on December 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the City. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate.

B. Payment of Bonds. The principal of each Bond shall be payable at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owners of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at such Person’s address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Owner thereof at the close of business on the Record Date and shall be payable to the Person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent’s registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of

such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

Section 302. Execution of Bonds. The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor, shall be sealed with the corporate seal of the City or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced and shall be attested by the manual or facsimile signature of the City Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the City by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The Mayor and the City Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond, the Mayor and the City Clerk shall each file with the Colorado Secretary of State his or her manual signature certified by him or her under oath.

Section 303. Authentication Certificate. The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds set forth in Section 309 hereof. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by the Paying Agent if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

Section 304. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be

registered or transferred, on said records, Bonds as herein provided. Except as provided in Section 306 and Section 1101 hereof, the Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or such Person's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid. The foregoing provisions of this Section are subject to the provisions of Section 307 hereof.

Section 305. Transfer and Exchange. Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 304 hereof by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (a) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such notice is mailed, or (b) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing each new

Bond upon each exchange or transfer and any other expenses of the City or the Paying Agent incurred in connection therewith.

The foregoing provisions of this Section are subject to the provisions of Section 307 hereof.

Section 306. Bond Replacement. Upon receipt by the City and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the City shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond, or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the City may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the City and of the Paying Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 307. Custodial Deposit.

A. Depository. Notwithstanding any contrary provision of this Ordinance, the Bonds initially shall be evidenced by one Bond of the same maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of the same maturity and interest rate. Such initially delivered Bonds shall be registered in the name of “Cede & Co.” as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) or this clause (2) of this paragraph A, or a

determination by the Council that The Depository Trust Company or such successor or a new depository institution is no longer able to carry out its functions, and the designation by the Council of another depository institution acceptable to the Council and to the depository institution then holding the Bonds, which new depository institution must be both a “clearing corporation” as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository institution; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) above or designation of a new depository institution pursuant to clause (2) above, or a determination of the Council that The Depository Trust Company or such successor or new depository institution is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another depository institution under clause (2) to carry out such depository institution functions.

B. Successor. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) or (2) of paragraph A hereof, upon receipt of the outstanding Bonds by the Paying Agent together with written instructions for transfer satisfactory to the Paying Agent, a new Bond for each maturity and interest rate of the Bonds then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of paragraph A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in authorized denominations as provided in and subject to the limitations of Sections 301, 304, and 305 hereof, registered in the names of such Persons, as are requested in such written transfer instructions; however, the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. Absolute Owner. The Council and the Paying Agent shall be entitled to treat the Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Council

and the Paying Agent shall have no responsibility for transmitting payments or notices to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. Payment. The Council and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of paragraph A hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Redemption. Upon any partial redemption of any maturity and interest rate of the Bonds, Cede & Co. (or its successor) in its discretion may request the City to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

Section 308. Bond Cancellation. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled in accordance with the customary practices of the Paying Agent and applicable retention laws.

Section 309. Bond Form. Subject to the provisions of this Ordinance, the Bonds shall be in substantially the following form, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(FORM OF BOND)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTIES OF ADAMS AND JEFFERSON
CITY OF ARVADA, COLORADO
WASTEWATER ENTERPRISE REVENUE BOND
SERIES 2022

No. R- _____ \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED AS OF</u>	<u>CUSIP</u>
_____ %	December 1, 20__	[Date of Delivery]	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Arvada (the “City”), in the Counties of Adams and Jefferson and State of Colorado (the “State”), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on June 1 and December 1 in each year, beginning on [June 1, 2023], until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the City Council of the City on November 7, 2022 (the “Ordinance”). This is one of an authorized series of bonds

issued under the Ordinance (the “Bonds”). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City, the Paying Agent, the Insurer, the Surety Provider, and the rights of the Owners of the Bonds, the events of default and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, SECURED BY THE NET PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION DEBT OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE CITY, THE STATE NOR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NEITHER THE MEMBERS OF THE CITY COUNCIL OF THE CITY NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any constitutional, Charter or statutory limitation.

This Bond is one of a series of bonds issued pursuant to the Ordinance designated as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022” in the aggregate principal amount of \$_____ (the “Bonds”). The Bonds have been duly authorized

for the purpose of providing moneys to defray a portion of the cost of extending, bettering or otherwise improving and equipping the Wastewater System (the “Project”).

The bonds of the series of which this bond is one are issued under the authority of the City Charter; Title 37, Article 45.1, C.R.S.; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds and the Bonds shall be incontestable for any cause whatsoever after their delivery for value.

Payment of the principal of and interest on the Bonds shall be made solely from the Net Pledged Revenues. The Net Pledged Revenues are irrevocably (but not exclusively) pledged as security for such payment pursuant to the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the facsimile signature of its Mayor, has caused the facsimile of the seal of the City to be affixed hereon and has caused this Bond to be signed, executed and attested with the facsimile signature of its City Clerk, all as of the date specified above.

By _____ (Facsimile Signature)
MAYOR

(FACSIMILE SEAL)

Attest:

By _____ (For Facsimile Signature)
CITY CLERK

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Ordinance.

UMB Bank, n.a., as Paying Agent

By _____
Authorized Signatory

Date of Authentication and Registration: _____

(END OF FORM OF CERTIFICATE OF AUTHENTICATION)

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 Ad-15(a)(2).

Signature Guaranteed:

Signature must be guaranteed by a member of a Medallion Signature Program.

Address of Transferee:

Social Security or other tax
identification number of
transferee:

TRANSFER FEES MAY BE CHARGED

(END OF FORM OF ASSIGNMENT)

(FORM OF PREPAYMENT PANEL)

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Ordinance.

<u>Date of Prepayment</u>	<u>Principal Prepaid</u>	<u>Signature of Authorized Representative of DTC</u>

(END OF FORM OF PREPAYMENT PANEL)

(END OF FORM OF BOND)

Section 310. Optional Redemption. The Bonds will be subject to redemption, if any, at the option of the City in the time and manner, in the amounts and at the prices, and from any legally available funds all as set forth in the Sale Certificate.

Notwithstanding the foregoing, the Bonds may not be redeemed pursuant to this Section unless all Policy Costs, if any, due and owing at the time to the Surety Provider have been paid.

Section 311. Mandatory Sinking Fund Redemption. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without further instruction or notice from the City.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the City may (a) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the City on such sinking fund date and such sinking fund obligation will be accordingly reduced. The City will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the first sentence of this paragraph are to be availed with respect to such sinking fund payment. Failure of the City to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

Section 312. Partial Redemption. In the case of Bonds of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, in

which case the Paying Agent shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Section 313. Notice of Prior Redemption. Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first-class, postage prepaid mail or by electronic means to DTC or its successors, not more than 60 nor less than 30 days prior to the Redemption Date to each Owner at such Person's address as it last appears on the registration books kept by the Paying Agent; but neither failure to give such notice nor any defect therein shall affect the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become and be due and payable upon each Bond to be so redeemed, at the principal office of the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the principal office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed, or (b) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

Section 314. Bonds Owned by the City. Bonds owned by or on behalf of the City shall not be subject to redemption. At any time the City may surrender any Bonds owned by or on behalf of the City to the Paying Agent, which shall promptly cancel such Bonds. Any securities payable from any Net Pledged Revenues held by the City shall not be deemed to be

Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein, except for payment.

Section 315. No Partial Redemption After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder of which an officer of the Paying Agent has actual knowledge, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 311 hereof).

ARTICLE IV

USE OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Disposition of Bond Proceeds.

A. The proceeds of the Bonds (net of underwriting discount), upon the receipt thereof, shall be accounted for in the following manner and priority:

(i) Reserve Fund. An amount equal to the portion of the Reserve Fund Requirement, if any, as described in the Sale Certificate shall be credited to the special and separate fund hereby created and to be known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022 Reserve Fund.”

(ii) Costs of Issuance. An amount sufficient to pay the costs of issuing the Bonds, as described in the Paying Agent Agreement shall be credited to the fund created in the Paying Agent Agreement and known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022 Costs of Issuance Fund.”

(iii) Project Fund. The remaining proceeds derived from the sale of the Bonds shall be credited to the special and separate account hereby created and to be known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022 Project Fund.” Except as otherwise provided herein, the moneys in the Project Fund shall be used solely for the purpose of paying the Costs of the Project and for the purposes set forth in Section 402 hereof.

Section 402. Payment of Expenses. Moneys deposited in the Project Fund pursuant to Section 401 hereof may be used and paid out by the City to defray the Costs of the Project and administrative costs of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The City may defray any such administrative costs from time to time as Operation and

Maintenance Expenses to the extent the moneys deposited in the Project Fund pursuant to Section 401 hereof are insufficient therefor.

Section 403. Completion of Project. When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative costs of the Project referred to in Section 402 hereof, are paid, or for which full provision is made, the Director of Finance, to the extent permitted by the Tax Compliance Certificate, shall cause all surplus moneys remaining in the Project Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred as follows: (a) to the Rebate Fund so as to enable the City to comply with requirements of the Tax Compliance Certificate with respect to the Bonds, (b) to the Reserve Fund to such extent as shall not cause the amount in the Reserve Fund to exceed the Reserve Fund Requirement and (c) to the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Project Fund to the Bond Fund, at any time prior to the termination of the Project Fund, of any moneys which the Director of Finance by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund or the Reserve Fund.

Section 404. Lien on Bond Proceeds. Until the proceeds of the Bonds deposited in the Project Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 501 hereof.

Section 405. Purchaser Not Responsible. The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

ARTICLE V
ADMINISTRATION OF AND ACCOUNTING FOR
PLEDGED REVENUES

Section 501. Pledge Securing Bonds. Subject only to the right of the City to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the Wastewater System, the Gross Pledged Revenues and, subject to the right of the City to cause amounts to be withdrawn to pay the Costs of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any fund or account under this Article or under Section 501 hereof are hereby pledged, and a lien thereon is hereby created, to secure the payment of the Bond Requirements of the Outstanding Bonds and to secure the obligations of the City to pay the Policy Costs. The pledge of the Net Pledged Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and any Outstanding Parity Bonds is on a parity with the pledge of the Net Pledged Revenues for, and lien thereon of the Parity Bonds heretofore issued and any Parity Bonds hereafter issued in compliance with the provisions of Article VII hereof. The pledge of Net Pledged Revenues to secure the payment of the Policy Costs is subordinate only to the pledge to pay the Bond Requirements with respect to the Bonds and any Parity Bonds. The pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the City and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City except any Outstanding Parity Bonds heretofore or hereafter authorized. The lien of the pledge of the Net Pledged Revenues and the funds or accounts as described in this section shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 502. Wastewater Enterprise Fund Deposits. So long as any of the Bonds or any Parity Bonds shall be Outstanding as to any Bond Requirements or Policy Costs related to the Bonds or any Parity Bonds, the entire Gross Pledged Revenues, upon their receipt from time to time by the City, shall be set aside and credited immediately to the special and separate account hereby created and known as the “City of Arvada, Wastewater Enterprise Revenue Bonds, Wastewater Enterprise Fund.”

Section 503. Administration of Wastewater Enterprise Fund. So long as any of the Bonds or any Parity Bonds shall be Outstanding, as to any Bond Requirements or Policy Costs related to the Bonds or any Parity Bonds, the following payments shall be made from the Wastewater Enterprise Fund, as provided in Sections 504 through 511 hereof.

Section 504. Operation and Maintenance Expenses. First, as a first charge on the Wastewater Enterprise Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Wastewater Enterprise Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Wastewater Enterprise Fund as herein provided.

Section 505. Bond Fund Payments. Second, from any remaining Net Pledged Revenues, there shall be credited, concurrently with each other and with amounts required to meet the Bond Requirements with respect to any Outstanding Parity Bonds, to the special and separate accounts hereby created and to be known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022, Bond Fund,” the following amounts:

A. **Interest Payments.** Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the Outstanding Bonds on the next succeeding interest payment date.

B. **Principal Payments.** Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal and redemption premium, if any, due and payable on the Outstanding Bonds on the next succeeding principal payment date.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in paragraph A or B (whichever is applicable) of this Section 505 may be appropriately reduced; but the required annual amounts

again shall be so credited to such account commencing on such interest payment date or principal payment date.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds then Outstanding, as such Bond Requirements become due, except as provided in Sections 507, 508, 509, 603 and 1201 hereof.

Section 506. Reserve Fund Payments. In satisfaction of the Reserve Fund Requirement, if any, upon delivery of the Bonds, either proceeds of the Bonds, cash or a Reserve Fund Insurance Policy being provided by Surety Provider, or any combination thereof, in the amount of the Reserve Fund Requirement shall be deposited in the special and separate fund hereby created and to be known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022, Reserve Fund”. The proceeds of the Bonds, cash or a Reserve Fund Insurance Policy, or any combination thereof, shall be credited to Reserve Fund as provided in the Sale Certificate. Any Reserve Fund Insurance Policy shall be held by the Paying Agent. Any Reserve Fund Insurance Policy deposited to the credit of the Reserve Fund shall be valued at the amount available to be drawn or otherwise paid pursuant to such Reserve Fund Insurance Policy at the time of calculation. The Paying Agent shall maintain adequate records as to the amount available to be drawn at any time under the Reserve Fund Insurance Policy and as to the amounts, of which it has knowledge, of Policy Costs paid and owing to the Surety Provider. Such records shall be open to inspection and verification by the Surety Provider during business hours of the Paying Agent.

Thereafter, third, except as provided in Section 507 and 508 hereof, and concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any reserve funds which may be, but are not required to be, established thereby and concurrently with any repayment or similar obligations payable to any surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds, from any moneys remaining in the Wastewater Enterprise Fund there shall be credited to the Reserve Fund monthly, commencing on the first day of the month next succeeding each date on which the moneys accounted for in the Reserve Fund for any reason are less than the Reserve Fund Requirement, such amounts in substantially equal monthly payments on the first day of each month to re-accumulate the Reserve Fund Requirement by not more than 12 such monthly payments. If a Reserve Fund Insurance Policy is on deposit in the Reserve Fund to fund all or a part of the Reserve Fund

Requirement, the amounts payable into the Reserve Fund pursuant to the immediately preceding sentence shall be paid by the City first to the Surety Provider to reimburse it for Policy Costs due and owing and second to replenish cash in the Reserve Fund. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph, available Net Pledged Revenues shall be credited or paid to the Reserve Fund and to reserve funds which may be established by any Parity Bond Ordinances (or to the Surety Provider or any other surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds) pro rata, based upon the aggregate principal amount of the Bonds and any such Parity Bonds then Outstanding; provided, however, that compliance with the provisions of this sentence shall not cure any Event of Default caused by non-compliance with the first sentence of this paragraph. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph and more than one Reserve Fund Insurance Policy is on deposit in the Reserve Fund, available Net Pledged Revenues credited to or paid to the Reserve Fund shall be applied to reimburse the Surety Provider and any other surety provider providing a Reserve Fund Insurance Policy pro rata, based upon the original amount available to be drawn on each. The Reserve Fund Requirement shall be accumulated and, if necessary, re-accumulated from time to time, in the Reserve Fund from Net Pledged Revenues, except to the extent other moneys are credited to the Reserve Fund, and maintained as a continuing reserve to be used, except as hereinafter provided in Sections 507, 508, 509, 603 and 1201 hereof, only to prevent deficiencies in the payment of the Bond Requirements of the Bonds Outstanding from time to time from the failure to deposit into the Bond Fund sufficient moneys to pay such Bond Requirements as the same accrue and become due. No payment need be made into the Reserve Fund at any time so long as the moneys and/or the Reserve Fund Insurance Policy therein equal not less than the Reserve Fund Requirement and there are no Policy Costs due and owing. Unless otherwise provided in the Sale Certificate, the Reserve Fund Requirement shall be recalculated upon (i) any principal payment, whether at stated maturity or upon redemption, or (ii) the defeasance of all or a portion of the Bonds. Moneys on deposit in the Reserve Fund or may be applied to the defeasance of the Bonds in accordance with Section 1201 hereof.

The City may at any time substitute (a) cash or Investment Securities for a Reserve Fund Insurance Policy or (b) a Reserve Fund Insurance Policy for cash or Investment Securities, so long as the amount on deposit in the Reserve Fund after such substitution is at least equal to the

Reserve Fund Requirement. Notwithstanding the foregoing, no Reserve Fund Insurance Policy shall be deposited by the City in the Reserve Fund for such substitution unless the City has received an opinion of Bond Counsel to the effect that such substitution and the intended use by the City of the cash or Investment Securities to be released from the Reserve Fund will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 507. Termination of Deposits. No payment need be made into the Bond Fund or the Reserve Fund if there are no Policy Costs due and owing and if the amount in the Bond Fund and the amount in the Reserve Fund (exclusive of the amount available under a Reserve Fund Insurance Policy) total a sum at least sufficient so that all Outstanding Bonds are deemed to have been paid pursuant to Section 1201 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Investment Securities from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Bond Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Net Pledged Revenues or otherwise pertaining to the Wastewater System may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the City, as directed in writing by the Director of Finance.

Section 508. Defraying Delinquencies. If at any time the City shall for any reason fail to pay into the Bond Fund the full amount above stipulated from the Net Pledged Revenues, then an amount shall be paid into the Bond Fund at such time from the Reserve Fund equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated. The City shall use all cash in the Reserve Fund before drawing on a Reserve Fund Insurance Policy. If, (i) upon notice from the City requesting a draw or (ii) failure of the Paying Agent to receive the Bond Requirements by the third Business Day prior to June 1 or December 1 in each year, the Paying Agent determines that it is necessary to draw on the Reserve Fund Insurance Policy, the Paying Agent shall present a demand for payment, in the form and manner required by the Reserve Fund Insurance Policy, at least two Business Days before funds are needed. If there is more than one Reserve Fund Insurance Policy on deposit in the Reserve Fund, the

Paying Agent shall draw on them on a pro rata basis, based upon the amount available to be drawn on each.

Any money so used or drawn shall be replaced as provided in Section 506 hereof from the first Net Pledged Revenues thereafter received and not required to be otherwise applied by this Article. Except as provided in Sections 505, 506, 509 and 603 hereof, the moneys in the Bond Fund and in the Reserve Fund (including any Reserve Fund Insurance Policy) shall be used solely and only for the purpose of paying the Bond Requirements of the Bonds from time to time.

If the amount on deposit in the Reserve Fund exceeds the Reserve Fund Requirement for any reason, the amount to be released from the Reserve Fund shall be as directed in writing by the Director of Finance. Any excess amount released from the Reserve Fund may be deposited in the Bond Fund, the Rebate Fund, or deposited into a defeasance escrow account, or may be applied for other purposes authorized by law, as directed in writing by the Director of Finance.

Section 509. Rebate Fund. Fourth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022 Rebate Fund” moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the City to comply with Section 830 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The City shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the City shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Project Fund and, to the extent permitted by Section 508 hereof, from the Reserve Fund and the Bond Fund. Upon receipt by the City of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Wastewater Enterprise Fund.

Section 510. Payment of Subordinate Securities. Fifth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 504, 505, 506, and 509 hereof, any moneys remaining in the Wastewater Enterprise Fund may be used by the City for the payment of Bond Requirements of Subordinate Securities, including reasonable reserves for such Subordinate Securities and for rebate of amounts to the United States Treasury with respect to such Subordinate Securities.

Section 511. Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 502 through 510 hereof are made, any remaining Net Pledged Revenues in the Wastewater Enterprise Fund shall be used, first, for any one or any combination of reasonably necessary purposes and in the Council's discretion relating to the operation, improvement or debt management of the Wastewater System and, second, to the extent of any remaining surplus, for any one or any combination of lawful purposes as the Council may from time to time conclusively determine.

ARTICLE VI

GENERAL ADMINISTRATION

Section 601. Administration of Accounts. The special funds and accounts designated in Articles IV and V hereof shall be administered as provided in this Article (but not any account under Section 1201 hereof).

Section 602. Places and Times of Deposits. Except as hereinafter provided, each of such special funds and accounts shall be maintained by the City as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds not less than (a) three Business Days prior to each interest payment date and each maturity or mandatory Redemption Date, if funds are delivered by wire transfer, or (b) five Business Days prior to each

payment date if funds are delivered by another method of payment, in immediately available amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

Section 603. Investment of Moneys. Any moneys in the Project Fund, the Wastewater Enterprise Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund that are not needed for immediate use shall be invested or reinvested by the Director of Finance in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Director of Finance at the time of such investment or reinvestment; provided that (1) Investment Securities credited to the Reserve Fund shall not mature later than ten years from the date of such investment or reinvestment and (2) collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 604. Accounting for Investments. The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Wastewater Enterprise Fund, the Project Fund, the Bond Fund, and the Rebate Fund shall be credited to such account, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Wastewater Enterprise Fund, the Project Fund, the Bond Fund, the Reserve Fund, and the Rebate Fund shall be charged or debited to such fund.

Any interest or other gain from any investment or reinvestment of moneys accounted for in the Reserve Fund (a) shall be credited to the Rebate Fund or the Bond Fund, at the discretion of the Director of Finance, if the amount credited to the Reserve Fund immediately after such credit to the Rebate Fund or the Bond Fund is not less than the Reserve Fund Requirement and (b) if the amount credited to the Reserve Fund is less than the Reserve Fund Requirement, shall be credited to the Reserve Fund (up to the amount of the deficiency).

No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment

Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the City until such gain is realized by the presentation of matured coupons for payment or otherwise.

Section 605. Redemption or Sale of Investment Securities. The Director of Finance shall present for redemption or sale on the prevailing market at the best price obtainable any Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Director of Finance nor any other officer or employee of the City shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

Section 606. Character of Funds. The moneys in any account designated in Articles IV and V hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 607. Payment of Bond Requirements. The moneys credited to any fund or account designated in Article V hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than as contained herein), or any other preliminaries, to promptly pay the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

ARTICLE VII

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 701. Lien of Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Net Pledged Revenues on a parity with the lien of the Net Pledged Revenues of the Parity Bonds. The Policy Costs constitute an irrevocable and

subordinate lien (but not necessarily an exclusive subordinate lien) upon the Net Pledged Revenues.

Section 702. Equality of Bonds. The Bonds and any Parity Bonds heretofore issued or hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority over one another in the application of the Net Pledged Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Bonds, it being the intention of the Council that there shall be no priority among the Bonds and any such Parity Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Project Fund, the Bond Fund and the Reserve Fund shall secure only the Bonds and the moneys in any acquisition, bond, reserve or similar funds established for other Parity Bonds shall secure only such Parity Bonds; and (b) other Parity Bonds may have a lien on Net Pledged Revenues on a parity with the lien thereon of the Bonds even if no reserve fund is established for such Parity Bonds or a reserve fund is established but with a different requirement as to the amount of moneys (or the value of a reserve fund insurance policy with respect to such Parity Bonds) required to be on deposit therein or the manner in which such reserve fund is funded or the period of time over which such reserve fund is funded.

Section 703. Issuance of Parity Bonds. Nothing herein prevents the issuance by the City of additional securities payable from the Net Pledged Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Bonds, except as provided in Section 708, are authorized or actually issued all of the following conditions must be satisfied:

A. **Absence of Default.** At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Article V hereof or any Parity Bond Ordinances, including any payments of Policy Costs.

B. **Historic Earnings Test.** The Net Pledged Revenues for any 12 consecutive months out of the 24 months preceding the month in which such securities are to be issued are at least equal to the sum of (a) 120% of the Combined Maximum Annual Principal and Interest Requirements of the Outstanding Bonds, any Outstanding Parity Bonds and such additional

Parity Bonds proposed to be issued, and (b) 100% of the Policy Costs then due and owing, if any, except as hereinafter otherwise expressly provided.

C. Adjustment of Gross Pledged Revenues. In any computation under paragraph B of this Section, the amount of the Gross Pledged Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Director of Finance, as the case may be, which results from any changes in any schedule of fees, rates and other charges constituting Gross Pledged Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Pledged Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer or the Director of Finance estimates the loss is temporary in nature or will be offset within a reasonable temporary period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

D. Reduction of Annual Requirements. The respective annual Bond Requirements (including as such the required amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

E. Consideration of Additional Expenses. In determining whether or not additional Parity Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the Wastewater System as estimated by the Director of Finance that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Director of Finance may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from

the Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Director of Finance also opines that any such increase in revenues or reduction in any increase in Operation and Maintenance Expenses will not materially and adversely affect the City's apparent ability to comply with the rate maintenance covenant stated in Section 821 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

Section 704. Certification of Revenues. A written certificate or written opinion by the Director of Finance that the annual revenues required under paragraph B of Section 703 hereof, when adjusted as hereinabove provided in paragraphs C, D, and E of Section 703 hereof, are sufficient to pay such amounts, as provided in paragraph B of Section 703 hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional securities on a parity with the Bonds.

Section 705. Subordinate Securities Permitted. Nothing herein prevents the City from issuing additional securities payable from the Net Pledged Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 706. Superior Securities Prohibited. Nothing herein permits the City to issue additional securities payable from the Net Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

Section 707. Use of Proceeds. The proceeds of any Parity Bonds or other securities payable from any Net Pledged Revenues shall be used only to finance Capital Improvements and/or to refund all or any portion of the Bonds, Parity Bonds, or other securities payable from Net Pledged Revenues, regardless of the priority or the lien of such securities on Net Pledged Revenues.

Section 708. Issuance of Refunding Securities. The City may issue any refunding securities payable from Net Pledged Revenues to refund any Outstanding Bonds or Parity Bonds, with such details as the Council may by ordinance provide so long as there is no material impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

A. Prior Consent. The City first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds; or

B. Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Bonds on the Net Pledged Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

C. Earnings Test. The refunding securities are issued in compliance with Section 703 hereof.

ARTICLE VIII
PROTECTIVE COVENANTS

Section 801. General. The City hereby covenants and agrees with the Owners of the Bonds and makes provisions which shall be a part of its contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

Section 802. Performance of Duties. The City, acting by and through the Council or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Pledged Revenues and the Wastewater System required by the Constitution and laws of the State and the various ordinances of the City, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or from the use of the Wastewater System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Pledged Revenues and their application from time to time to the respective accounts provided therefor.

Section 803. Contractual Obligations. The City shall perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Pledged Revenues, the Project, or the Wastewater System, or any combination thereof, with any other Persons.

Section 804. Further Assurances. At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Gross Pledged Revenues and other moneys and accounts hereby pledged or assigned, or intended to be pledged or assigned, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the City amendatory thereof, or supplemental thereto. The City, acting by and through the Council, or otherwise, shall at all times, to the extent permitted by law, reasonably defend, preserve and protect the pledge of the Gross Pledged Revenues and other moneys and

accounts pledged hereunder and all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

Section 805. Conditions Precedent. Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Enterprise Act, the Supplemental Public Securities Act, the Charter, this Ordinance, or any other applicable law to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the State Constitution.

Section 806. Efficient Operation and Maintenance. The City shall at all times operate the Wastewater System properly and in a sound and economical manner; and the City shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Wastewater System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the City in connection with the maintenance, repair and operation of the Wastewater System shall be reasonable and proper.

Section 807. Rules, Regulations and Other Details. The City, acting by and through the Council, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Wastewater System. The City shall observe and perform all of the terms and conditions contained in this Ordinance, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Wastewater System or to the City, except for any period during which the same are being contested in good faith by proper legal proceedings.

Section 808. Payment of Governmental Charges. The City shall pay or cause to be paid all taxes and assessments or other governmental charges, if any, lawfully levied or assessed upon or in respect of the Wastewater System, or upon any part thereof, or upon any portion of the Gross Pledged Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any governmental authority relative to the Wastewater System or any part thereof, except for any period during which the same are being contested in

good faith by proper legal proceedings. The City shall not create or suffer to be created any lien upon the Wastewater System, or any part thereof, or upon the Gross Pledged Revenues, except the pledge and lien created by this Ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The City shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Wastewater System, or any part thereof, or the Gross Pledged Revenues; but nothing herein requires the City to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 809. Protection of Security. The City, the officers, agents and employees of the City, and the Council shall not take any action in such manner or to such extent as might materially prejudice the security for the payment of the Bond Requirements of the Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues or any Policy Costs relating thereto according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Pledged Revenues or any Policy Costs relating thereto might be prejudicially and materially impaired or diminished.

Section 810. Prompt Payment of Bonds. The City shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 811. Use of Bond and Reserve Funds. The Bond Fund and the Reserve Fund shall be used solely for and the moneys credited to such funds and accounts therein are hereby pledged, and a lien thereon is hereby created, for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 505, 506, 507, 508, 509, 603 and 1201 hereof.

Section 812. Other Liens. Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the Wastewater System, or any part thereof, or on or against the Gross Pledged Revenues on a parity with or superior to the lien thereon of the Bonds.

Section 813. Corporate Existence. The City shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the City and is obligated by law to operate and maintain the Wastewater System and to fix and collect the Gross Pledged Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Section 814. Disposal of Wastewater System Prohibited. Except for the use of the Wastewater System and services pertaining thereto in the normal course of business, or as provided in Section 815 hereof, neither all nor a substantial part of the Wastewater System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and the City shall not dispose of its title to the Wastewater System or to any useful part thereof, including any property necessary to the operation and use of the Wastewater System and the lands and interests in lands comprising the sites of the Wastewater System, except as provided in Section 815 hereof.

Section 815. Disposal of Unnecessary Property. The City at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the Wastewater System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the Wastewater System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange, lease or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the City in the Wastewater Enterprise Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the Wastewater System, or any combination thereof, as the Council may determine, provided that any proceeds of any such lease received shall be deposited by the City as Gross Pledged Revenues in the Wastewater Enterprise Fund.

Section 816. Competing Wastewater System. So long as any of the Bonds are Outstanding, the City shall not grant any franchise or license to any competing facilities so that the Gross Pledged Revenues shall not be sufficient to satisfy the covenant in Section 821 hereof.

Section 817. Loss From Condemnation. If any part of the Wastewater System is taken by the exercise of the power of eminent domain, the amount of any award received by the City as a result of such taking shall be paid into the Wastewater Enterprise Fund or into a capital improvement account pertaining to the Wastewater System for the purposes thereof, or, applied to the redemption of the Outstanding Bonds and any Outstanding Parity Bonds relating thereto, all as the City may determine.

Section 818. Employment of Management Engineers. If the City defaults in paying the Bond Requirements of the Bonds or any Parity Bonds, and any other securities or Policy Costs relating thereto payable from the Gross Pledged Revenues promptly as the same fall due, or an Event of Default has occurred and is continuing, or if the Net Pledged Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds, Parity Bonds, and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) or Policy Costs relating thereto payable from the Net Pledged Revenues in that Fiscal Year, the City shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the Wastewater System so long as such default continues or so long as the Net Pledged Revenues are less than the amount hereinabove designated in this Section.

Section 819. Budgets. The Council and officials of the City shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the Wastewater System.

Section 820. Reasonable and Adequate Charges. While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the City for the use of or otherwise pertaining to and services rendered by the Wastewater System to the City, to its inhabitants and to all other users within and without the boundaries of the City shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the Wastewater System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues, including, without limitation, reserves and any replacement accounts therefor.

Section 821. Adequacy and Applicability of Charges. There shall be charged against users of service pertaining to and users of the Wastewater System, except as provided by Section

822 hereof, such fees, rates and other charges so that the Gross Pledged Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to the Wastewater System shall be at least sufficient so that the Gross Pledged Revenues annually are sufficient to pay in each Fiscal Year:

A. Operation and Maintenance Expenses. An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

B. Principal and Interest. An amount equal to 120% of both the principal and interest on the Bonds and any Parity Bonds then Outstanding in that Fiscal Year (excluding the reserves therefor), and

C. Deficiencies. Any amounts required to pay all Policy Costs, if any, due and owing and all sums, if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the Gross Pledged Revenues or any securities payable therefrom.

Section 822. Limitations Upon Free Service. No free service or facilities shall be furnished by the Wastewater System, except that if the City elects to use for City purposes any wastewater facilities, or other services and facilities provided by the Wastewater System or otherwise to use the Wastewater System or any part thereof, the City is not required to pay for such use.

Section 823. Levy of Charges. The City shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 821 of this Ordinance, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the Wastewater System may be made:

A. Proper Application. Unless the City has fully complied with the provisions of Article V of this Ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 827 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the Wastewater System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 821 hereof.

Section 824. Collection of Charges. The City shall use commercially reasonable best efforts to cause all fees, rates and other charges pertaining to the Wastewater System to be

collected as soon as is reasonable, shall reasonably prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the Wastewater System, and shall provide methods of collection and penalties, to the end that the Gross Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance supplemental thereto.

Section 825. Procedure for Collecting Charges. All bills for wastewater services and all other services or facilities furnished or served by or through the Wastewater System shall be rendered to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

Section 826. Maintenance of Records. So long as any of the Bonds and any Parity Bonds payable from the Gross Pledged Revenues remain Outstanding, proper books of record and account pertaining to the Gross Pledged Revenues and the Wastewater System shall be kept by the City, separate and apart from all other records and accounts.

Section 827. Audits Required. The City shall cause an audit for each Fiscal Year of the books and accounts pertaining to the Gross Pledged Revenues and the Wastewater System to be completed by an Independent Accountant within 210 days following the close of such Fiscal Year.

Section 828. Accounting Principles. Wastewater System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the Wastewater System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Ordinance.

Section 829. Insurance and Reconstruction. Except to the extent of any self-insurance, the City shall at all times maintain with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the Wastewater System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and of each Owner of a Bond. If any useful part of the Wastewater System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently proceed with the repair or

replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of any use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Wastewater Enterprise Fund by the City as revenues derived from the operation of the Wastewater System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Wastewater Enterprise Fund may be used to the extent necessary for such purposes, as permitted by Section 511 hereof.

Section 830. Federal Income Tax Exemption. The City covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent that such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022, or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State law. In furtherance of this covenant, the City agrees to comply with the procedures set forth in the Tax Compliance Certificate with respect to the Bonds. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

Section 831. Continuing Disclosure. The City shall comply with the provisions of the Continuing Disclosure Certificate. Any failure by the City to perform in accordance with this Section shall not constitute an Event of Default under this Ordinance, and the rights and remedies provided by this Ordinance upon the occurrence of an Event of Default shall not apply to any such failure. The Paying Agent shall not have any power or duty to enforce this Section. No owner of a Bond shall be entitled to damages for the City's non-compliance with its obligations under this Section; however, the owners of the Bonds may enforce specific performance of the obligations contained in this Section by any judicial proceeding available.

ARTICLE IX

PRIVILEGES, RIGHTS AND REMEDIES

Section 901. Owners' Remedies. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted by this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 and 1101 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Pledged Revenues and the proceeds of the Bonds.

Section 902. Right to Enforce Payment. Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with such Person's Bond or the obligation of the City to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

Section 903. Events of Default. Each of the following events is hereby declared an "Event of Default," provided however, that in determining whether a payment default has occurred pursuant to paragraphs A or B of this Section, no effect shall be given to payments made under the Insurance Policy:

A. **Nonpayment of Principal.** Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. **Nonpayment of Interest.** Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. **Cross Defaults.** The occurrence and continuance of an "event of default," as defined in any Parity Bond Ordinance;

D. Failure to Reconstruct. The City unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the Wastewater System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the Wastewater System;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the City appointing a receiver or receivers for the Wastewater System or for the Gross Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the City is not vacated or discharged or stayed on appeal within 60 days after entry;

F. Default Under Insurance Agreement. If an event of default shall have occurred and be continuing under the provisions of the Insurance Agreement; and

G. Default of Any Provision. The City defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed (other than Section 831 hereof), and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the City and the Insurer specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion and, except as provided in Section 1101 hereof, shall be given by the Paying Agent at the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 904. Remedies for Defaults. Except as provided in Section 1101 hereof, upon the happening and continuance of any Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted

for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the City to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds. The City shall not be liable for incidental, punitive, exemplary or consequential damages, or for lost profits, whether direct or indirect. Acceleration shall not be a remedy upon the happening or continuance of any Event of Default. Notwithstanding the foregoing provisions of this Section, nothing in this Ordinance shall act as or be deemed to be a waiver by the City of the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as now or hereafter amended.

Section 905. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the City, may enter and may take possession of the Wastewater System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Pledged Revenues arising after the appointment of such receiver in the same manner as the City itself might do.

Section 906. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 907. Duties upon Defaults. Upon the happening of any Event of Default, the City shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to insure the payment of the Bond Requirements promptly as the same become due. While any Event of Default exists, except to the extent it may be unlawful to do so, all Gross Pledged Revenues shall be paid into the Bond Fund and into bond or similar funds established for any Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then

Outstanding. Except as provided in Section 1101 hereof, if the City fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the City under any agreement, lease or other contract involving the Wastewater System or the Gross Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

ARTICLE X

AMENDMENT OF ORDINANCE

Section 1001. Privilege of Amendments.

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Council in accordance with law, without receipt by the City of any additional consideration, but with the written consent of the Insurer and, subject to Section 1101 hereof, the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 314 hereof, any Bonds which may then be held or owned for the account of the City. Notwithstanding the foregoing, no such ordinance shall permit:

- (1) Changing Payment. A change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or
- (2) Reducing Return. A reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or
- (3) Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior, superior and senior to the lien or to the pledge created by this Ordinance; or
- (4) Modifying Any Bond. A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or
- (5) Priorities Between Bonds The establishment of priorities as between Bonds issued and Outstanding; or
- (6) Modification of Less Than All the Bonds. The modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

B. Notwithstanding the foregoing provisions of this Section, this Ordinance and the rights and obligations of the City and of the Owners of the Bonds may also be modified or amended at any time, with the written consent of the Insurer but without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:

(1) to add to the covenants and agreements of the City contained in this Ordinance other covenants and agreements thereafter to be observed;

(2) to subject to the covenants and agreements of the City in this Ordinance additional Wastewater System revenues, to be defined and treated as Gross Pledged Revenues, for the purpose of providing additional security for the Bonds and any Parity Bonds;

(3) in connection with the provision of a Reserve Fund Insurance Policy subsequent to the issuance of the Bonds;

(4) to provide for the appointment of a new Paying Agent;

(5) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions arising under this Ordinance, as the City may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds; or

(6) in order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

Section 1002. Notice of Amendment. Whenever the Council proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent or by electronic means to DTC or its successors, and to the Insurer. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file with the office of the City Clerk for public inspection. Notice of the proposed amendment, together with a copy of the proposed amendatory ordinance, shall be delivered to the Rating Agencies then maintaining a rating on the Bonds at least 15 days in advance of the adoption of the amendment. A full transcript of all proceedings relating to the execution of such amendatory ordinance shall be provided to the Insurer.

Section 1003. Time for Amendment. If the ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such notice there shall be filed with the City Manager an instrument or instruments executed by the Owners of not less than a majority of aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Council may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Council at any time.

Section 1004. Binding Consent to Amendment. If the Owners of not less than a majority of aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Section 1005. Time Consent Binding. Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after 6 months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the City Manager, but such revocation shall not be effective if the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

Section 1006. Unanimous Consent. Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the City and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the

adoption by the City and upon the filing with the City Manager of an ordinance to that effect and with the consent of the Insurer and the Owners of all the then Outstanding Bonds, such consent to be given as provided in Section 1003 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1002 hereof, nor shall the time of consent be limited except as may be provided in such consent.

Section 1007. Exclusion of City's Bonds. At the time of any consent or of other action taken under this Article, the City shall furnish to the City Manager a certificate of the Director of Finance, upon which the City may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 314 hereof.

Section 1008. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Council as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of such Person's Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Council so determines, new Bonds, so modified as in the opinion of the Council conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

Section 1009. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of such Person's holding the same may be proved as provided by Section 1203 hereof.

Section 1010. Copies of Supplemental Ordinances to Rating Agencies. Copies of any supplemental or amendatory ordinance shall be sent by the City to the Rating Agencies at least 10 days prior to the effective date thereof.

ARTICLE XI

INSURANCE POLICY AND RESERVE POLICY PROVISIONS

Section 1101. Insurer To Be Deemed Owner, Rights of the Insurer, Payments by the Insurer; Notices.

A. Notwithstanding any provision of this Ordinance to the contrary, so long as the Insurer is not in default in its payment obligations under the Insurance Policy, the Insurer shall at all times be deemed the sole and exclusive Owner of the Outstanding Bonds for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies pursuant to this Ordinance, including but not limited to approval of or consent to any amendment of or supplement to this Ordinance which requires the consent or approval of the Owners of not less than a majority of the aggregate principal amount of the Bonds then Outstanding pursuant to this Ordinance; provided, however, that the Insurer shall not be deemed to be the sole and exclusive Owner of the Outstanding Bonds with respect to any amendment or supplement to this Ordinance which seeks to amend or supplement this Ordinance for the purposes set forth in clauses A (1) through A (6) of Section 1001 hereof, and provided, further, that the Insurer shall not have the right to direct or consent to City, Paying Agent or Owner action as provided herein, if:

- (1) the Insurer shall be in default under the Insurance Policy;
- (2) any material provision of the Insurance Policy shall be held to be invalid by a final, non-appealable order of a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by the Insurer; or
- (3) a proceeding shall have been instituted in a court having jurisdiction in the premises seeking an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution in respect of the Insurer and such proceeding is not terminated for a period of 90 consecutive days or such court enters an order granting the relief sought in such proceeding.

B. To the extent that the Insurer makes payment of any principal of or interest on a Bond, it shall be fully subrogated to all of the Owner's rights thereunder in accordance with the terms of the Insurance Policy to the extent of such payment, including the Owner's rights to payment thereof.

C. In the event that the principal of or interest on a Bond shall be paid by the Insurer pursuant to the terms of the Insurance Policy: (1) such Bond shall continue to be “Outstanding” under this Ordinance, and (2) the Insurer shall be fully subrogated to all of the rights of the Owner thereof in accordance with the terms and conditions of paragraph B of this Section and the Insurance Policy.

D. This Ordinance shall not be discharged unless and until all amounts due to the Insurer have been paid in full or duly provided for.

E. The rights granted under this Ordinance to the Insurer to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer’s contractual rights and shall not be construed or deemed to be taken for the benefit of or on behalf of the Owners, nor does such action evidence any position of the Insurer, positive or negative, as to whether Owner consent is required in addition to consent of the Insurer.

F. No modification, amendment or supplement to this Ordinance shall become effective except upon obtaining the prior written consent of the Insurer.

G. No contract shall be entered into nor any action taken by the City or the Paying Agent pursuant to which the rights of the Insurer or security for or sources of payment of the Bonds under this Ordinance may be materially impaired or prejudiced except upon obtaining the prior written consent of the Insurer.

H. The provisions of this Article shall be of no force and effect if the Bonds are not insured by an Insurer.

ARTICLE XII

MISCELLANEOUS

Section 1201. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the City shall

have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 313 hereof, notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 313 hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, and/or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the City shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 313 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other Trust Bank and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

The release of the obligations of the City under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it

hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the City in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

Section 1202. Delegated Powers. The officers, employees and agents of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates and closing documents as may be reasonably required by the Purchaser or Bond Counsel, including the Continuing Disclosure Certificate and Insurance Agreement, if any;

B. Paying Agent Agreement. the execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder;

C. Official Statement. the execution and delivery of the final Official Statement;

D. Purchase Contract. the execution and delivery of the bond purchase proposal from the Purchaser; and

E. Electronic Signatures. the use of electronic signatures to execute any of the documents described in this Section 1202 or elsewhere in this Ordinance, as authorized by Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

Section 1203. Evidence of Bond Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by such Person's attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or such Person's attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the City Manager or Director of Finance, of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of such Person's holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 1204. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the City, the Paying Agent, the Insurer and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, the Insurer, the Surety Provider and the Owners of the Bonds.

Section 1205. Notices. Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the City at:

City of Arvada

8101 Ralston Road
Arvada, Colorado 80002
Attention: Director of Finance

If to the Paying Agent at:

UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
Attention: Corporate Trust & Escrow Services Department

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 1206. Additional Notices to Rating Agencies. The Paying Agent hereby agrees that if at any time (a) the City shall redeem any portion of the Bonds Outstanding prior to maturity, but excluding redemptions pursuant to Section 311 hereof, (b) the City shall provide for the payment of any portion of the Bonds pursuant to Section 1201 hereof, (c) a successor Paying Agent is appointed hereunder, or (d) any supplement to this Ordinance shall become effective or any Person shall waive any provision of this Ordinance, then, in each case, the Paying Agent shall give notice to each Rating Agency.

Section 1207. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

Section 1208. Effective Date. This Ordinance shall be in full force and effect five days after final publication.

Section 1209. Disposition of Ordinance. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the Mayor and City Clerk, and by the certificate of publication.

INTRODUCED, READ, AND ORDERED PUBLISHED this 17th day of October, 2022.

PASSED, ADOPTED AND APPROVED this ____ day of November, 2022.

Mayor Marc Williams

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: October 20, 2022

STATE OF COLORADO)
)
COUNTIES OF ADAMS AND)
JEFFERSON) SS.
)
CITY OF ARVADA)

I, Kristen Rush, the City Clerk of the City of Arvada, Colorado (the “City”), do hereby certify:

1. The foregoing pages are a true, correct and complete copy of an ordinance adopted by the City Council of the City (the “Council”) (i) on first reading at a regular meeting of the Council held at the City Council Chambers on October 17, 2022, and (ii) on second reading, at a regular meeting of the Council held at the City Council Chambers on November 7, 2022.

2. The ordinance has been signed by the Mayor, sealed with the corporate seal of the City, attested by me as City Clerk, and duly recorded in the books of the City; and that the same remains of record in the book of records of the City.

3. The passage of the ordinance on October 17, 2022, on first reading was duly moved and seconded, and the ordinance was passed on first reading by an affirmative vote of a majority of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Marc Williams, Mayor				
David Jones, Mayor Pro Tem				
Bob Fifer				
John Marriott				
Randy Moorman				
Lauren Simpson				
Lisa Smith				

4. The passage of the ordinance on November 7, 2022, on second and final reading was duly moved and seconded, and the ordinance was passed on second and final reading by an affirmative vote of a majority of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Marc Williams, Mayor				
David Jones, Mayor Pro Tem				
Bob Fifer				
John Marriott				
Randy Moorman				
Lauren Simpson				
Lisa Smith				

5. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Ordinance.

6. Notices of the meetings of October 17, 2022, and November 7, 2022, in the forms attached hereto as Exhibit A were posted not less than 24 hours prior to the meetings in accordance with law.

7. The Ordinance was published after first reading, which notice included the day, hour, and place at which the Council would hold a public hearing thereon, and the affidavit of publication is attached hereto as Exhibit B.

8. The Ordinance was published after second and final reading and the affidavit of publication is attached hereto as Exhibit C.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said City this _____ day of November, 2022.

(SEAL)

City Clerk

EXHIBIT A

(Attach Notices of Meetings)

EXHIBIT B

(Affidavit of Publication after First Reading)

EXHIBIT C

(Affidavit of Publication after Second Reading)

CONTINUING DISCLOSURE CERTIFICATE

City of Arvada, Colorado Wastewater Enterprise Revenue Bonds Series 2022

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Arvada, Colorado (the “Issuer”), in connection with the issuance of its “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022” dated as of [CLOSING DATE], in the aggregate principal amount of \$[PAR] (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the City Council of the Issuer on November 7, 2022 (the “Ordinance”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Ordinance or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Fiscal Year” shall mean the period beginning on January 1 of a calendar year and ending on December 31 of the same calendar year, or such other 12-month period as may be adopted by the Issuer in accordance with law.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

“Official Statement” means the final Official Statement prepared in connection with the Bonds.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of the Issuer’s Fiscal Year, commencing nine (9) months following the end of the Issuer’s Fiscal Year ending December 31, 2022, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer has selected one). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer: it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit “A.”

SECTION 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit “B” hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB’s Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

(1) Principal and interest payment delinquencies;

- (2) Non-payment related defaults, *if material*;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of bondholders, *if material*;
- (8) Bond calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the Bonds, *if material*;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;¹
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;
- (15) Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

of a financial obligation of the obligated person, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the Issuer intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Issuer at least 30 but no more than 60 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

DATE: [CLOSING DATE]

CITY OF ARVADA, COLORADO

By: _____
Mayor

EXHIBIT “A”

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Arvada
Name of Bond Issue: Wastewater Enterprise Revenue Bonds, Series 2022
Date of Issuance: [CLOSING DATE]
CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated [CLOSING DATE]. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

CITY OF ARVADA, COLORADO

By: _____
Mayor

EXHIBIT “B”

OFFICIAL STATEMENT TABLES TO BE UPDATED

[To be discussed.]

**NOTICE OF PUBLIC SALE
DATED [NOVEMBER 22], 2022**

**CITY OF ARVADA, COLORADO
WASTEWATER ENTERPRISE REVENUE BONDS
SERIES 2022 - \$[PAR]***

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the “Council”) of the City of Arvada, Colorado (the “City”) will receive electronic bids for the purchase of the Bonds described below on:

[Tuesday, December 6, 2022]*

at the hour of 9:30 a.m., Colorado time.

Bids must be submitted electronically via the BIDCOMP/PARITY BIDDING SYSTEM (“BIDCOMP/PARITY”) as described in “BID PROPOSAL REQUIREMENTS” and “BIDCOMP/PARITY” below.

ISSUE DETAILS: The Bonds to be sold are the “City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022” (the “Bonds”) in the aggregate principal amount of \$[PAR].* The Bonds will be dated as of the date of delivery, will be issued in fully registered form, and will be initially evidenced by one Bond for each year in which the Bonds mature in denominations equal to the principal amount which matures in each such year. Any initially issued Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, as securities depository for the Bonds (“DTC”). The Bonds are being issued pursuant to an ordinance adopted by the Council on November 7, 2022 (the “Bond Ordinance”), and a sale certificate (the “Sale Certificate”) authorized pursuant to the Bond Ordinance.

MATURITIES: Except as otherwise provided below in “MANDATORY SINKING FUND REDEMPTION” and “ADJUSTMENT OF MATURITIES AFTER DETERMINATION OF BEST BID” below, the Bonds will mature on December 1 in the years and amounts designated below:

<u>Maturity Date</u> <u>(December 1)</u>	<u>Principal Amount*</u>
2023	\$
2024	
2025	
2026	
2027	
2028	
2029	
2030	

* Subject to change.

2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052

ADJUSTMENT OF MATURITIES AFTER DETERMINATION OF BEST BID:

The aggregate principal amount and the principal amount of each serial maturity of the Bonds set forth in the Maturity Schedule above are subject to adjustment by the City, after the determination of the best bid. Changes to be made will be communicated to the winning bidder at the time of award of the Bonds to the winning bidder; changes will not reduce or increase the aggregate principal amount of the Bonds by more than [_____] percent (____%) and will not reduce or increase the aggregate principal amount of any individual maturity by more than the greater of [_____] Hundred Thousand Dollars (\$[____]) or [_____] percent (____%) from the amount shown in the Maturity Schedule. The price bid (i.e., par less any discount bid or plus any premium bid) by a winning bidder may be changed as described below, but the interest rates specified by the winning bidder for all maturities will not change. A winning bidder may not withdraw its bid as a result of any changes made within these limits. The price bid will be changed so that the percentage net compensation to the winning bidder (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the Bonds to the public and the price to be paid to the City, less any bond insurance premium, if any, to be paid by the bidder, by (ii) the principal amount of the Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts shown in the Maturity Schedule.

OPTIONAL PRIOR REDEMPTION: The Bonds maturing on or before [December 1, 2032], are not subject to redemption at the option of the City prior to maturity. The Bonds maturing on and after [December 1, 2033], will be subject to redemption prior to their respective maturities, at the option of the City, in whole or in part, in integral multiples of

\$5,000, from such maturities as are selected by the City, and if less than all of the Bonds of a maturity are to be redeemed, the Bonds of such maturity are to be selected by lot (giving proportionate weight to Bonds in denominations larger than \$5,000), on [December 1, 2032], or on any date thereafter, at a redemption price equal to the principal amount so redeemed plus accrued interest to the redemption date without a redemption premium. Redemption will be made in the manner and upon the conditions described in the Final Official Statement (as described below).

MANDATORY SINKING FUND REDEMPTION: Any bidder may, at its option, specify that one or more consecutive maturities of the Bonds will consist of term bonds (the “Term Bonds”) which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. Amounts included as a Term Bond must consist of consecutive maturities, must bear the same rate of interest and must include the entire principal amount for any maturity included in the Term Bond (i.e., the principal amount maturing in any year may not be divided between a serial maturity and a mandatory sinking fund redemption). Any such Term Bond will be subject to mandatory sinking fund redemption in installments in the same amounts and on the same dates as the Bonds would have matured if they were not included in a Term Bond or Term Bonds. Bonds redeemed pursuant to the mandatory sinking fund redemption provisions will be redeemed at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date in the manner and as otherwise provided in the Bond Ordinance and the Sale Certificate. Any election to designate the Bonds as being included in a Term Bond must be made in the official bid forms.

INTEREST RATES AND LIMITATIONS: Interest shall be payable on June 1 and December 1 of each year, commencing [June 1, 2023], and will be computed on the basis of a 360-day year of twelve 30-day months.

1. There is no limit on the number of rates specified, except that one interest rate only shall be specified for the Bonds of any maturity.
2. The interest rate for the Bonds must be stated in a multiple of 1/8th or 1/20th of 1% per annum. A zero rate of interest may not be named for the Bonds.
3. The maximum differential between the lowest and the highest interest rates stated in the bid for the Bonds may not exceed 200 basis points (e.g., if the lowest rate is 4.00% the highest rate may not exceed 6.00%).
4. The maximum interest rate on any Bond shall not exceed 6.00%.

PURCHASE PRICE: The purchase price bid for the Bonds shall not be less than 100% of the par amount of the Bonds. SEE “WINNING BIDDER’S REOFFERING YIELDS”.

BOND INSURANCE AT BIDDER’S OPTION AND EXPENSE: Bids will be accepted which are based upon the issuance of a municipal bond insurance policy for some or all of the Bonds, provided that payment of any insurance premium and any additional fees charged by any rating agency for rating insured Bonds shall be the sole responsibility of the bidder.

Bids shall not be conditioned upon the issuance of a municipal bond insurance policy. Subject to the limitations described below, the City will cooperate in any effort to qualify the Bonds for such bond insurance. The City makes no representation as to whether the Bonds will qualify for municipal bond insurance, and satisfaction of any conditions to the issuance of a municipal bond insurance policy shall be the sole responsibility of the bidder. In particular, the City will neither amend nor supplement any resolution or ordinance in any way nor will it agree in advance of the sale of the Bonds to enter into any additional agreements with respect to the provision of any such policy. **FAILURE OF THE INSURANCE PROVIDER TO ISSUE ITS POLICY SHALL NOT CONSTITUTE CAUSE FOR A FAILURE OR REFUSAL BY THE WINNING BIDDER TO ACCEPT DELIVERY OF OR PAY FOR THE BONDS.** The winning bidder must provide the City with the municipal bond insurance commitment and information with respect to the municipal bond insurance policy and the insurance provider for inclusion in the Final Official Statement (as defined below) within two (2) business days following the award of the bid by the City. On or prior to the date of delivery of the Bonds, the City will require an opinion of counsel to the insurance provider regarding the enforceability of the municipal bond insurance policy, and a certificate of an officer of the insurance provider regarding certain tax matters and regarding the information in the Official Statement concerning the insurance provider and policy, in form reasonably satisfactory to the City and the winning bidder.

INFORMATION AVAILABLE FROM PRELIMINARY OFFICIAL STATEMENT: Reference is made to the Preliminary Official Statement dated [November 22, 2022] (the “Preliminary Official Statement”) for information as to the authorization and purpose of the Bonds; security for the Bonds; the book-entry system, transfer, exchange and place of payment of the Bonds; the exclusion of the interest on the Bonds from federal and State of Colorado income taxation; and other information relating to the Bonds and the City.

BIDCOMP/PARITY: Bids must be submitted electronically using BIDCOMP/PARITY no later than the time designated herein for the receipt of bids. During the electronic bidding, no bidder will see any other bidder’s bid nor the status of their bid relative to other bids (i.e., whether their bid is a leading bid). Bidders may change or withdraw their bids at any time up to the time designated herein. Electronic bids may only be submitted through BIDCOMP/PARITY. If any provisions in this Notice of Public Sale should conflict with information or terms provided or required by BIDCOMP/PARITY, this Notice of Public Sale (and any amendments hereto) shall control.

BID PROPOSAL REQUIREMENTS: A prospective bidder must register electronically to bid for the Bonds via BIDCOMP/PARITY no later than 9:00 a.m., (Mountain Time), on [December 6, 2022]. A prospective bidder must register electronically to bid for the Bonds by completing the information required by BIDCOMP/PARITY. By registering to bid for the Bonds, a prospective electronic bidder represents and warrants to the City that such bidder’s bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By registering via BIDCOMP/PARITY to bid for the Bonds, a prospective bidder is not obligated to submit a bid in connection with the sale.

Bids must be submitted electronically for the purchase of the Bonds by means of BIDCOMP/PARITY by 9:30 a.m., (Mountain Time), on [December 6, 2022]. Prior to that time, an eligible prospective bidder may (1) input the proposed terms of its bid on BIDCOMP/PARITY, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds, (3) send its proposed bid, or (4) withdraw its proposed bid. Once the bids are communicated electronically via BIDCOMP/PARITY, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided.

Each prospective bidder shall be solely responsible to register to bid via BIDCOMP/PARITY as described above. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BIDCOMP/PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Public Sale. Neither the City nor the City's financial advisor Stifel, Nicolaus & Company, Incorporated (the "Financial Advisor") shall have any duty or be obligated to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the City nor the Financial Advisor shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BIDCOMP/PARITY. The City is using BIDCOMP/PARITY as communication mechanisms, and not as the City's agents, to conduct the electronic bidding for the Bonds.

Each bidder is required to transmit electronically via BIDCOMP/PARITY an unconditional bid specifying the lowest rate or rates of interest and the premium, or discount, as applicable, at which the bidder will purchase the Bonds. Each bid must be for all the Bonds herein offered for sale.

For informational purposes only, the electronic bid will show the effective interest rate for the Bonds represented on a TIC basis, as described under "BASIS OF AWARD" below, represented by the rate or rates of interest and the bid price specified in the bid. No bid will be received after the time for receiving such bids specified above.

Further information about BIDCOMP/PARITY, including any fees charged, may be obtained from such respective entity as follows: Bidcomp/Parity, 1359 Broadway, 2nd Floor, New York, New York 10018, telephone (212) 849-5023; fax (212) 849-5021.

WINNING BIDDER'S REOFFERING YIELDS AND ESTABLISHING THE ISSUE PRICE: At or before 10:30 a.m. Mountain Time on [December 6, 2022], the winning bidder (or manager of the purchasing account) for the Bonds must provide to the Director of Finance of the City (the "Director of Finance") and the Financial Advisor the initial offering price and yield to the public.

The winning bidder shall assist the City in establishing the issue price of the Bonds for federal income tax purposes and shall execute and deliver to the City at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, in a form acceptable to the City and Butler Snow LLP ("Bond Counsel"). All actions to be taken by the

City under this Notice of Public Sale to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor and any notice or report to be provided to the City may be provided to the Financial Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (i) the City will disseminate this Notice of Public Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (ii) all bidders will have an equal opportunity to bid;
- (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Public Sale.

Any bid submitted pursuant to this Notice of Public Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid and in this Notice of Public Sale and shall not be subject to any conditions or qualifications except as permitted by this Notice of Public Sale. **By submitting a bid, each bidder confirms that it has an established industry reputation for underwriting new issuances of municipal obligations.**

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. ***Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.***

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating

in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(A) the close of the fifth (5th) business day after the sale date; or

(B) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date, as set forth in the Final Official Statement, has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the

public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Public Sale. Further, for purposes of this Notice of Public Sale:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date that the Bonds are awarded by the City to the winning bidder.

GOOD FAITH DEPOSIT: A good faith deposit in the amount of \$[_____] will be required to be made by the apparent winning bidder after the bids have been received. The apparent winning bidder will be required to wire the good faith deposit to the City no later than [1:00 p.m.] Mountain Time on [December 6, 2022]. The Financial Advisor will contact the

apparent winning bidder and request the apparent winning bidder to wire such good faith deposit and the apparent winning bidder shall provide the Federal wire reference number of such good faith deposit to the Financial Advisor by [1:00 p.m.] Mountain Time on [December 6, 2022]. Wire information shall be provided by the City upon award.

The Bonds will not be officially awarded to a bidder until such time as the bidder has provided a Federal wire reference number for the good faith deposit to the Financial Advisor.

No interest on the good faith deposit will accrue to any bidder. The good faith deposit of the winning bidder for the Bonds will be applied to the purchase price of the Bonds. In the event the winning bidder for the Bonds fails to honor its accepted bid, the good faith deposit plus any interest accrued on the good faith deposit will be retained by the City. Any investment income earned on the good faith deposit will not be credited to the successful bidder on the purchase price of the Bonds.

SALE RESERVATIONS: The Council reserves the right (1) to reject any and all bids for the Bonds, (2) to reoffer the Bonds for sale as provided by law, and (3) to waive any irregularity or informality in any bid. In addition, the Council reserves the privilege of changing the date and/or time of sale of the Bonds. If the Council changes the date and/or time of the sale of the Bonds, this Notice of Public Sale shall remain effective, except as amended by communication or other amendment communicated to potential bidders.

If bids are not taken on [December 6, 2022], or if all bids are rejected on [December 6, 2022], the City may reoffer the Bonds for sale at any time thereafter.

BASIS OF AWARD: Subject to the sale reservations and limitations set forth herein, the Bonds will be sold to the responsible bidder making the best bid therefor. The best bid(s) will be determined by computing the actuarial yield on the Bonds (i.e., using an actuarial or true interest cost method) for each bid received. "True interest cost" on the Bonds as used herein means that yield which if used to compute the present worth as of the estimated delivery date of the Bonds of all payments of principal and interest to be made on such series of the Bonds from the estimated delivery date to their respective maturity dates (or mandatory sinking fund redemption dates), using the interest rates specified in the bid and the principal amounts specified in the Maturity Schedule, produces an amount equal to the principal amount of the Bonds, less any discount or plus any premium bid. All interest calculations and the calculation of the best bid shall be based on a 360-day year and a semiannual compounding interval. If an award is made, it will be made to the bidder whose bid results in the lowest true interest cost, i.e., to the bidder making the bid resulting in the lowest true interest cost on the Bonds. If two or more equal bids for the Bonds are received and such equal bids are the best bids received, the City will determine which bid will be accepted.

TIME OF AWARD: The Council has authorized certain designated officers, on behalf of the Council, to accept the best responsible bid for the purchase of the Bonds, and to accept such bid, for and in the name of the City, by notice to the winning bidder. The City will award the Bonds or reject all bids not later than twenty-four (24) hours after the expiration of the time herein specified for the receipt of bids unless such time of award is waived by the winning bidder.

MANNER AND TIME OF DELIVERY: The good faith deposit of the winning bidder will be credited to the winning bidder against the purchase price of the Bonds at the time of delivery of the Bonds (without accruing interest). If the winning bidder for the Bonds fails or neglects to complete the purchase of the Bonds when the Bonds are made ready and are tendered for delivery, the amount of this good faith deposit will be forfeited (as liquidated damages for noncompliance with the bid) to the City, except as hereinafter provided. In that event, the Council may reoffer the Bonds for sale as provided by law. The purchaser will not be required to accept delivery of any of the Bonds if they are not tendered for delivery within sixty (60) days from the date herein stated for opening bids. If the Bonds are not so tendered within said period of time, the good faith deposit, if any, will be returned to the purchaser upon its request (without accruing interest). The City contemplates, however, effecting delivery of the Bonds to the purchaser through DTC on or about December 20, 2022.

PAYMENT: The winning bidder or bidders will be required to make payment of the balance due for the Bonds at a bank or trust company designated by the Director of Finance. Payment of the balance of the purchase price due at delivery must be made in Federal Reserve Funds or other funds acceptable to the City for immediate and unconditional credit to the City. The Bonds will be delivered at the office of The Depository Trust Company in New York, New York, on confirmation by the City of receipt of the balance of the purchase price.

CUSIP NUMBERS: CUSIP numbers will be ordered by the Financial Advisor and will be paid for by the City as a cost of issuance. CUSIP numbers will be printed on the Bonds. If a wrong number is imprinted on any Bond or if a number is not printed thereon, any such error or omission will not constitute cause for the winning bidder to refuse delivery of any Bond.

OFFICIAL STATEMENT: The City has prepared the Preliminary Official Statement, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), except for the omission of certain information as permitted by the Rule. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement, as defined below.

Copies of the Preliminary Official Statement and other information concerning the City and the Bonds may be obtained prior to the sale from the sources listed under “INFORMATION” below.

The City will, as soon as practicable after the award of the Bonds to the winning bidder, update the information contained in the Preliminary Official Statement to the date of the award, and such updated Preliminary Official Statement will constitute the “Final Official Statement” relating to the Bonds. The City authorizes the winning bidder to distribute the Final Official Statement in connection with the offering of the Bonds. The City will provide to the winning bidder an amount not to exceed [] copies of the Final Official Statement on or before the seventh business day following the date of the award of the Bonds to the winning bidder. The winning bidder may obtain additional copies of the Final Official Statement at its expense. The Final Official Statements will be delivered to the winning bidder at the offices of the Financial Advisor at the address listed below (see “INFORMATION” herein). If the winning bidder fails to pick up the Final Official Statements at the offices of the Financial Advisor, the

Final Official Statements will be forwarded to the winning bidder by mail or another delivery service mutually agreed to between the winning bidder and the Financial Advisor.

For a period beginning on the date of the Final Official Statement and ending twenty-five (25) days following the date the winning bidder shall no longer hold for sale any of the Bonds, if any event concerning the affairs, properties or financial condition of the City shall occur as a result of which it is necessary to supplement the Final Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the City shall notify the winning bidder of any such event of which the Director of Finance has actual knowledge and, at the request of the winning bidder, shall cooperate fully in preparation and furnishing of any supplement to the Final Official Statement necessary, in the reasonable opinion of the City and the winning bidder, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time.

SECONDARY MARKET DISCLOSURE UNDERTAKING: Pursuant to Securities and Exchange Commission Rule 15c2-12, the City will undertake to provide notice of the occurrence of certain listed events. A form of the undertaking is set forth as an appendix to the Preliminary Official Statement.

TRANSCRIPT AND LEGAL OPINION: The validity and enforceability of the Bonds will be approved by Butler Snow LLP, Denver, Colorado, as Bond Counsel. The purchaser will receive a transcript of legal proceedings, which will include, among other documents:

- A certificate executed by officials of the City stating that there is no litigation pending affecting the validity of the Bonds as of the date of their delivery;
- A certificate executed by the Director of Finance or other authorized official of the City stating that, to the best of such person's knowledge, the Final Official Statement as of its date did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading, subject to the condition that while information in the Final Official Statement obtained from sources other than the City is not guaranteed as to accuracy, completeness, or fairness, such person has no reason to believe and does not believe that such information is materially inaccurate, incomplete, or misleading, and that, to the best of such person's knowledge, since the date of the Final Official Statement no event has occurred which would cause the Final Official Statement as of the date of the delivery of the Bonds to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements made in the Final Official Statement, in the light of the circumstances under which they were made, not misleading (provided that, if between the date of the public sale of the Bonds and the date of delivery of the Bonds, any event should occur or be discovered which would cause the Final Official Statement to contain an untrue statement of a material fact or to omit to

state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the purchaser thereof, and if in the opinion of the City or the purchaser such event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the City, at its sole expense, will supplement or amend the Final Official Statement in a form and in a manner approved by the purchaser and by Butler Snow LLP, Denver, Colorado, as Special Counsel to the City);

- The opinion of Butler Snow LLP as to the validity, enforceability and tax-exempt status of interest on the Bonds, a form of which is set forth as Appendix [] to the Preliminary Official Statement.

GOVERNING LAW AND VENUE: This Notice of Public Sale and the contract formed when the City accepts the winning bid is governed by the laws of the State of Colorado without regard to choice of law analysis. By submitting a bid, each bidder consents to the exclusive jurisdiction of any court of the State of Colorado located in either Adams or Jefferson County or the United States District Court for the State of Colorado for the purpose of any suit, action or other proceeding arising under this Notice of Public Sale, and each bidder hereby irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined by such court. Each bidder further agrees that service of process in any such action commenced in such state or federal court shall be effective on such bidder by deposit of the same as registered mail addressed to the bidder at the address set forth in the bid submitted by the bidder.

INFORMATION: This Notice of Public Sale, the Preliminary Official Statement, the official bid form and other information concerning the City and the Bonds may be obtained from the Director of Finance, City of Arvada, 8101 Ralston Road, Arvada, Colorado 80002, phone (720) 898-7123 or from the Financial Advisors, Stifel, Nicolaus & Company, Incorporated, 1401 Lawrence Street, Suite 900, Denver, Colorado, 80202, phone (303) 291-5362.

Dated [November 22, 2022].

/s/ Bryan Archer

Director of Finance

EXHIBIT A

**CITY OF ARVADA, COLORADO
WASTEWATER ENTERPRISE REVENUE BONDS
SERIES 2022 - \$[_____] ***

(FOR USE WHEN COMPETITIVE SALE REQUIREMENTS ARE SATISFIED)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. *Reasonably Expected Initial Offering Price.*

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.¹

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

(a) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

*Subject to change.

¹ Treas. Reg. §1.148-1(f)(3)(i)(B) requires that all bidders have an equal opportunity to bid to purchase bonds. If the bidding process affords an equal opportunity for bidders to review other bids prior to submitting their bids, then this representation should be modified to describe the bidding process.

(d) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: [ISSUE DATE]

**CITY OF ARVADA, COLORADO
WASTEWATER ENTERPRISE REVENUE BONDS
SERIES 2022 - \$[_____]***

**(FOR USE WHEN COMPETITIVE SALE REQUIREMENTS ARE NOT SATISFIED
TO BE ADJUSTED BY BOND COUNSEL AS APPLICABLE)**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [“[SHORT NAME OF UNDERWRITER]”][the “Representative”)], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

(1) ***[If all maturities satisfy the 10% test on the sale date:] Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A. ***[If only some of the maturities satisfy the 10% test on the sale date:]*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

(2) ***Initial Offering Price of the [Bonds]/[Hold-the-Offering-Price Maturities].***

(a) ***[If all maturities use hold-the-offering-price rule:]***[SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B. ***[If selected maturities use hold-the-offering-price rule:]***[SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) ***[If all maturities use hold-the-offering-price rule:]***As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such

* Subject to Change

agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. *[If selected maturities use hold-the-offering-price rule:]*s set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(3) ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) ***Issuer*** means the City of Arvada, Colorado.

(e) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(h) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph

to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[Signature Page Follows]

[UNDERWRITER][REPRESENTATIVE]

By: _____

Name: _____

Dated: [ISSUE DATE]

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

PAYING AGENT AGREEMENT

THIS AGREEMENT, dated as of [CLOSING DATE, 2022], is by and between the City of Arvada, in the Counties of Adams and Jefferson and State of Colorado (the “City”), and UMB Bank, n.a., in Denver, Colorado (the “Bank”).

WITNESSETH:

WHEREAS, by an ordinance of the City Council of the City duly adopted on November 7, 2022 (the “Bond Ordinance”), the City has authorized the issuance of its Wastewater Enterprise Revenue Bonds, Series 2022, in the aggregate principal amount of \$[PAR] (the “Bonds”); and

WHEREAS, it is mutually desirable to the City and the Bank that the Bank, through its Corporate Trust & Escrow Services Department, located in Denver, Colorado, act as Paying Agent (as defined in the Bond Ordinance) for the Bonds; and

WHEREAS, it is mutually desirable that this agreement (the “Agreement”) be entered into between the City and the Bank to provide for certain aspects of such Paying Agent services.

NOW, THEREFORE, the City and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. The Bank hereby accepts all duties and responsibilities of the Paying Agent as provided in the Bond Ordinance and in this Agreement. The Bank shall cause the Bonds to be honored in accordance with their terms, provided that the City causes to be made available to the Bank all funds necessary in order to so honor the Bonds. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the “Principal and Interest Payment Account” provided for in Section 2 of this Agreement. Nothing in this Agreement shall require the City to pay or disburse any funds for payment of the Bonds or interest thereon except at the times and in the manner provided herein, in the Bond Ordinance and in the Sale Certificate authorized by the Bond Ordinance (the “Sale Certificate”). In addition, the Bank hereby accepts the duties and responsibilities pertaining to the authentication, registration, transfer, exchange and replacement of the Bonds, and the duties and responsibilities pertaining to the calling of Bonds for prior redemption, all as provided in the Bond Ordinance.

2. Not less than (a) three business days prior to each payment date, if funds are delivered by wire transfer, or (b) five business days prior to each payment date, if funds are delivered by another method of payment, funds for the payment of the Bonds and interest thereon are to be deposited by the City with the Bank in an account designated “Principal and Interest Payment Account.” The funds so deposited shall be held and applied by the Bank through its Corporate Trust & Escrow Services Department solely for the payment of principal of, premium, if any, and interest on the Bonds. From such funds, the Bank agrees to pay at the times and in the manner provided in the Bond Ordinance and the Sale Certificate, the principal of, premium, if any, and interest on the Bonds. In the event a payment date is not a Business Day (as defined in the Bond Ordinance), the Bank shall make the principal and/or interest payment on the following Business Day with the same effect as if it had been made on the date scheduled for such payment. The Bank shall not be required to invest or to pay interest on any funds of the City for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

3. The City shall pay to the Bank fees in accordance with its then existing fee schedule and reimburse the Bank solely from Gross Pledged Revenues for its expenses incurred in connection with its duties under this Agreement (including without limitation, legal fees and expenses). Attached to this Agreement as Exhibit A is the Bank’s current fee schedule. No new fee schedule shall become effective until 30 days after the Bank has given the City notice thereof.

4. Unless waived by the Bank, the City agrees to provide the Bank with not less than 60 days’ notice of any prior redemption of the Bonds.

5. The Bank agrees to annually notify the City, in writing, of the City’s obligation to file its Annual Report (as such term is defined in the Continuing Disclosure Certificate dated [CLOSING DATE, 2022], relating to the issuance of the Bonds), at least 30 but not more than 60 days prior to the date on which the Annual Report is required to be filed pursuant to the terms of the Continuing Disclosure Certificate. The Bank shall have no further obligation or duty relating to the City’s obligation under the Continuing Disclosure Certificate other than the provision of the notice as required by this Section. The Bank shall not be held liable for failure to provide such notice nor for the City’s failure to comply with such requirements.

6. At least 30 but not more than 60 days prior to [CLOSING DATE, 2027], [CLOSING DATE, 2032], [CLOSING DATE, 2037], [CLOSING DATE, 2042], [CLOSING DATE, 2047], [CLOSING DATE, 2052], and on the date on which the last Bond is discharged, the Bank shall send written notice to the City stating that the City must: (i) compute the amount of rebatable arbitrage, if any, which is due to the federal government pursuant to Sections 103 and 148(f) of the Internal Revenue Code of 1986, as amended, and (ii) pay such amount no later than 60 days from [CLOSING DATE, 2027], [CLOSING DATE, 2032], [CLOSING DATE, 2037], [CLOSING DATE, 2042], [CLOSING DATE, 2047], [CLOSING DATE, 2052], and on the date on which the last Bond is discharged. The Bank shall have no further obligation or duty related to the City's requirements under Sections 103 and 148(f) of the Internal Revenue Code of 1986 other than providing the notice required by this Section. The Bank shall not be held liable for failure to provide such notice nor for the City's failure to comply with such requirements.

7. Any moneys held by the Bank for the owners of the Bonds remaining unclaimed for one year after principal and/or interest of the respective Bonds with respect to which such moneys have been set aside have become due and payable shall without further request by the City be paid to the City. If funds are returned to the City, the City and the Bank agree that the registered owner of such Bond shall thereafter look only to the City for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

8. The Agreement may be terminated as provided in Section 211 of the Bond Ordinance.

9. In the event of any conflict between the provisions of this Agreement and the provisions of the Bond Ordinance, the provisions of the Bond Ordinance shall be controlling.

10. At any time, the Bank may apply to the City for instructions and may consult counsel for the City or nationally recognized bond counsel with respect to any matter arising in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in accordance with such instructions or upon the advice or opinion of such counsel. The Bank may conclusively rely and shall be protected in acting upon any paper or document believed by it in good faith to be genuine and to have been signed by any authorized officer of the City and shall not be held to have notice of any change of authority of any authorized officer until receipt by it of written notice thereof by the City. The Bank shall also be protected in recognizing Bonds that it reasonably believes bear the manual or facsimile

signatures of the authorized officers of the City. The Bank shall not be responsible, for any reason, for any action taken or omitted to be taken by it in good faith in connection with this Agreement or any of the Bonds except for its own negligence, willful misconduct or bad faith in the performance of any duty to be performed by the Bank hereunder.

11. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be the successor to the Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

12. This Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado, without regard to choice of law analysis. Jurisdiction and venue for any disputes related to this Agreement shall be in any court of the State of Colorado located in Adams or Jefferson County or the United States District Court for the State of Colorado.

13. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

14. There is hereby created and established with the Bank a fund to be designated "City of Arvada, Colorado, Wastewater Enterprise Revenue Bonds, Series 2022 Costs of Issuance Fund" (the "Costs of Issuance Fund"). Into such Costs of Issuance Fund there shall be deposited \$[] of the proceeds of the Bonds, which shall be used to pay costs of issuance and expenses incurred as a result of the issuance of the Bonds. The Bank is hereby directed by the City to pay the approved costs of issuance to the parties and in the amounts listed in a copy of the closing memorandum provided by Stifel, Nicolaus & Company, Incorporated, upon presentation of an invoice from each party for the amount listed. Any discrepancies will be approved by the City prior to payment of the expense. Moneys held as part of the Costs of Issuance Fund shall remain uninvested. Any amounts remaining in the Costs of Issuance Fund

90 days after closing shall be transferred to the City subject to written confirmation from the City to the Bank that all costs of issuance have been paid.

IN WITNESS WHEREOF, the Bank and the City have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF ARVADA, COLORADO

By: _____
Mayor

(SEAL)

Attest:

City Clerk

UMB BANK, N.A., as Paying Agent

By: _____
Senior Vice President

EXHIBIT A

(Attach Paying Agent's Fee Schedule)



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: CB22-069, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges (Ordinance No. 4817)

Report in Brief

The Utilities Department is proposing to increase in-city water rates by 12.3% and single-family bimonthly service fees by \$4 for 2023. This will increase a typical in-city single-family water bill by \$76 per year (\$6.33/month).

The Arvada team recommends that the City Council approve CB22-069, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates on final reading, numbered 4817 and ordered published by title only.

Financial Impact

The proposed 12.3% in-city rate increase, \$4 single family in-city bimonthly service fee increase, and indexed rate and fee increases, will generate approximately \$4,260,500 annually in new revenue for the Water Fund.

Background

The 2023 budget for Water System Operations includes an increase of 15% in Denver Water rates, increasing personnel costs, infrastructure reinvestment, and vendor services and supplies. It also includes costs for new engineering and operations positions and equipment. In anticipation of issuing bonds for infrastructure later in 2022, the proposed increase also includes funding for a new bond payment. Overall operational costs are expected to increase by \$4,260,500 in 2023 as shown in the table below.

2022 Operations Budget \$29,907,000

Bond Payment	\$1,950,000
Denver Water Rate Increase	\$945,000
New/Upgraded Positions	\$453,000
General Vendor Price Increases	\$385,000
Salaries & Benefits Changes	\$276,500
City Support Services	\$151,000
Equipment	\$100,000

Subtotal \$4,260,500

2023 Operating Budget \$34,167,500

Discussion

The average in-city water rate increase over the last five years was 3.5%. The bimonthly service fee was last adjusted for 2022, for the first time since 2009. There are several pressures that are driving a significantly higher rate increase for 2023. The primary contributor to a cost increase in 2023 is the recommended issuance of a \$50 million bond later in 2022. The bond will support reinvestment of critical water infrastructure, including treatment plant filter upgrades. The next significant cost driver for the Water System Operations Budget is Denver Water, which provides the majority of the City's raw water supply. Denver Water has announced a 15% rate increase for raw water customers in 2023. It is likely future years will see more high rate increases from Denver Water due to the extensive capital and operating costs required for them to operate their raw water system. Arvada is a beneficiary of their efforts to ensure reliability of water supply on a regional basis. We are also experiencing exceptionally high inflation across the board, resulting in increased costs for equipment, personnel, and supplies.

There is an urgency to reinvest in aging water infrastructure, especially the City's two water treatment facilities, so we can ensure a reliable level of service for the community. The City team has developed a master plan for water infrastructure, including recommendations for capital projects in the 10-year Financial Model for the Water Enterprise Fund. Looking ahead, both rates and service fees will be an important source of funding for reinvestment projects identified in the master plan process.

The City team is recommending an in-city rate increase of 12.3% and a single family bimonthly service charge increase of \$4. If approved, this rate and fee change will result in an additional \$76 per year (\$6.33 per month) for a typical in-city single family owner.

In accordance with past practice, the in-city rate and fee increases are used as an index to calculate all other customer categories. The complete updated rate schedule is in the proposed ordinance.

Rates and fees are two sources of revenue for the Water Enterprise Fund. The Water Utility also receives funding from system development charges, also known as tap fees. The City team has evaluated the existing tap fee schedule this year and is recommending changes to those fees as part of a separate council action.

Public Contact

Posting of the City Council agenda. In addition, a workshop regarding utility rates and fees was presented to the City Council on July 25.

Commission Recommendation

N/A

Strategic Alignment

The recommendation to adjust Water Rates and Fees aligns with the following Strategic Result within the Infrastructure Priority Area of the City Council Strategic Plan:

Update the water, sewer, and stormwater master plans.

In addition, adjusting Water Rates and Fees 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 the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-069, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates Bimonthly Services Charges, on final reading, numbered 4817 and ordered published by title only.

Suggested Motion:

I move that CB22-069, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Services Charges, be (approved on final reading, numbered 4817 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	9/26/2022
Bryan Archer, Director of Finance	9/27/2022
Jessica Morales, Assistant City Attorney	9/27/2022
Kelsy Sargent, Assistant City Attorney	9/27/2022
Gail Walker, Legal Specialist-Contracts	9/27/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/3/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-069
ORDINANCE NO. 4817

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 102, UTILITIES, OF
THE ARVADA CITY CODE PERTAINING TO WATER USERS RATES AND BIMONTHLY
SERVICE CHARGES

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

Section 1. Section 102-170, Residential user charges – Within city, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-170. Residential user charges—Within city.

Bimonthly user charges for residential class of service within the city shall be based upon the following service charges and usage rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

(1) Single-family or other individually connected units:

- a. The bimonthly service charge is..... \$13.83
- b. Plus, a bimonthly usage charge as follows:
 - 1. 0—30,000 gallons, per 1,000.....\$5.03
 - 2. from 30,001 to 60,000 gallons, per 1,000.....\$6.29
 - 3. from 60,001 to 90,000 gallons, per 1,000.....\$7.56
 - 4. All above 90,000 gallons, per 1,000.....\$10.07

(2) Duplex, multifamily, townhouse, or other units that are interconnected:

- a. The total bimonthly service charge regardless of usage is as follows:

<i>Number of Units</i>	<i>Service Charge</i>
2—6	\$21.71
7—18	\$ 37.96
19—60	\$ 51.52
61—144	\$ 116.59
Over 144	\$ 197.94

- b. Plus, a bimonthly usage charge as follows:

1. 0—30,000 gallons for the first unit plus 13,000 gallons for each additional unit at the rate of \$5.03 per 1,000 gallons.
2. 30,001—60,000 gallons for the first unit plus 26,000 gallons for each additional unit at the rate of \$6.29 per 1,000 gallons.
3. 60,001—90,000 gallons for the first unit plus 39,000 gallons for each additional unit at the rate of \$7.56 per 1,000 gallons.
4. All remaining usage at the rate of \$10.07 per 1,000 gallons.”

Section 2. Section 102-171, Residential user charges—Outside city, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-171. Residential user charges—Outside city.

Bimonthly user charges for residential service outside the city shall be based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

(1) Single-family or other individually connected units:

- a. The bimonthly service charge is.....\$27.66
- b. Plus, a bimonthly usage charge as follows:
 1. 0—30,000 gallons per 1,000.....\$10.06
 2. from 30,001 to 60,000 gallons, per 1,000.....\$12.58
 3. from 60,001 to 90,000 gallons, per 1,000.....\$15.12
 4. All over 90,000 gallons, per 1,000.....\$20.15

(2) Duplex, multifamily, townhouse, or other units that are interconnected:

- a. The total bimonthly service charge regardless of usage is as follows:

<i>Number of Units</i>	<i>Service Charge</i>
2—6	\$43.41
7—18	\$75.91
19—60	\$103.05
61—144	\$233.19
Over 144	\$395.87

- b. Plus, a bimonthly usage charge as follows:

1. 0—30,000 gallons for the first unit plus 13,000 gallons for each additional unit at the rate of \$10.06 per 1,000 gallons.
2. 30,001—60,000 gallons for the first unit plus 26,000 gallons for each additional unit at the rate of \$12.58 per 1,000 gallons.
3. 60,001—90,000 gallons for the first unit plus 39,000 gallons for each additional unit at the rate of \$15.12 per 1,000 gallons.
4. All remaining usage at the rate of \$20.15 per 1,000 gallons.”

Section 3. Section 102-172. Nonresidential user charges--Within city, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-172. Nonresidential user charges—Within city.

Bimonthly user charges for nonresidential class of service within the city is based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

<i>Meter Size</i>	<i>Service Charge</i>
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	\$ 13.83
$\frac{3}{4}$ "	\$16.49
1"	\$21.71
1 $\frac{1}{2}$ "	\$37.96
2"	\$51.52
3"	\$116.59
4"	\$197.94

<i>Meter Size</i>	<i>Quantity (in 1,000 gallons) at a rate of \$5.03 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$6.29 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$7.56 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$10.07 per 1,000 gallons</i>
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	0 to 170	170 to 340	340 to 510	All over 510
$\frac{3}{4}$ "	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 $\frac{1}{2}$ "	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

”

Section 4. Section 102-173. Nonresidential user charges—outside city, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-173. Nonresidential user charges—outside city.

Bimonthly user charges for nonresidential class of service outside the city is based upon

the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

<i>Meter Size</i>	<i>Service Charge</i>
$\frac{5}{8}" \times \frac{3}{4}"$	\$27.66
$\frac{3}{4}"$	\$32.98
1"	\$43.42
1 $\frac{1}{2}"$	\$75.92
2"	\$103.04
3"	\$233.18
4"	\$395.88

<i>Meter Size</i>	<i>Quantity (in 1,000 gallons) at a rate of \$10.06 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$12.58 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$15.12 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$20.15 per 1,000 gallons</i>
$\frac{5}{8}" \times \frac{3}{4}"$	0 to 170	170 to 340	340 to 510	All over 510
$\frac{3}{4}"$	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 $\frac{1}{2}"$	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

”

Section 5. Section 102-174. Distributor and institution user rates, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-174. Distributor and institution user rates.

The following water user rates are applicable to contractual service in or out of the city accountable through master meter or meters to user-owned and user-maintained distribution systems:

- (1) First 500,000 gallons per month, per 1,000 gallons.....\$5.15
- (2) Excess of 500,000 gallons per month, per 1,000 gallons.....\$4.96”

Section 6. Section 102-175. Fill Station user rates, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-175. Fill station user rates.

The water user rate applicable for fill station usage will be charged at \$7.56 per 1,000 gallons.”

Section 7. Section 102-176. Fire hydrant metered water user rates, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-176. Fire hydrant metered water user rates.

- (a) The water user rate applicable to permitted users of fire hydrant meters for measuring water supplied from a city fire hydrant is \$7.56 per 1,000 gallons, plus a service charge as follows:

- | | |
|-----------------------|----------------------------------|
| (1) 1 to 90 days: | \$1.00 per day, minimum of 1 day |
| (2) 91 to 180 days: | \$2.00 per day |
| (3) 181 days or more: | \$3.00 per day |

A damage deposit of \$1,250.00 will be collected at the time of issuance of the fire hydrant permit. Upon return of the fire hydrant meter in condition acceptable to the city, the damage deposit will be returned.

- (b) Tampering with, or in any manner altering the operation of the meter such that the register usage is less than the actual usage will result in an additional fee of \$5.00 per day being charged retroactive to the date the hydrant meter permit was issued and ending on the date the meter is returned. The charges provided in this paragraph shall be in addition to the charges provided in paragraph (a) of this section.
- (c) If the city cannot furnish a fire hydrant meter, the customer may use the customer's own meter upon obtaining a permit under provisions of this section. The customer may be required to submit written proof that the meter has been calibrated and reads accurately.”

Section 8. Section 102-177. Municipal park rate, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-177. Municipal park rate.

- (a) Monthly user rate for the municipal park class is based upon the rate of \$2.86 per 1,000 gallons.
- (b) This service is interruptible to the extent the city may limit the times of irrigation and the amount of water used. The city and the Apex Park and Recreation District-owned properties, which have occupied structures located thereon, are excluded from this class of water service.”

Section 9. Section 102-178. Unmetered standby fire protection service charge, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-178. - Unmetered standby fire protection service charge.

Bimonthly charges for unmetered standby fire protection service is as follows:

	In City	Out of City
a. Fire hydrants, each	\$7.56	\$11.34
b. Automatic sprinkler system:		
5/8"—3/4" service line	\$7.56	\$11.34
1" service line	\$7.56	\$11.34
1 1/4" service line	\$15.13	\$22.68
1 1/2" service line	\$15.13	\$22.68
2" service line	\$22.66	\$33.99
3" service line	\$30.19	\$45.28
4" service line	\$45.34	\$68.01
6" service line	\$60.44	\$90.66
8" service line	\$71.51	\$107.28

”

Section 10. Section 102-179. Lost water rate, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-179. Lost water rate.

Unmetered water lost or used due to activities such as, but not limited to, excavation, demolition, landscaping, or intentional acts of vandalism or theft will be billed to the responsible party at the rate of \$7.56 per 1,000 gallons. The estimated volume of unmetered lost water will be based on main size, break size, water pressure, flow time, or other available data.”

Section 11. Section 102-180. Special service fees and user rates, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-180. Special service fees and user rates.

Prior to use of the fire hydrant as a source of water for special short-term community activities, the applicant will obtain a hydrant permit and water meter from the utilities department at least 24 hours prior to the time of use. Charges for the service and the water used will be based only on the water user rate of \$5.03 per 1,000 gallons.”

Section 12. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 13. This ordinance shall take effect on January 1, 2023.

INTRODUCED, READ AND ORDERED PUBLISHED this 3rd day of October, 2022.

PASSED, ADOPTED AND APPROVED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel Morris, City Attorney

By:_____

Publication Dates: October 6, 2022
 October 20, 2022

REDLINE/STRIKETHROUGH VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

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

Sec. 102-170. Residential user charges—Within city.

Bimonthly user charges for residential class of service within the city shall be based upon the following service charges and usage rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

(1) Single-family or other individually connected units:

- a. The bimonthly service charge is..... ~~\$9.83~~ 13.83
- b. Plus, a bimonthly usage charge as follows:
 - 1. 0—30,000 gallons, per 1,000.....~~\$4.48~~ 5.03
 - 2. from 30,001 to 60,000 gallons, per 1,000.....~~\$5.60~~ 6.29
 - 3. from 60,001 to 90,000 gallons, per 1,000.....~~\$6.73~~ 7.65
 - 4. All above 90,000 gallons, per 1,000.....~~\$8.97~~ 10.07

(2) Duplex, multifamily, townhouse, or other units that are interconnected:

- a. The total bimonthly service charge regardless of usage is as follows:

<i>Number of Units</i>	<i>Service Charge</i>
2—6	\$15.43 <u>21.71</u>
7—18	\$26.98 <u>37.96</u>
19—60	\$36.62 <u>51.52</u>
61—144	\$82.87 <u>116.59</u>
Over 144	\$140.69 <u>197.94</u>

- b. Plus, a bimonthly usage charge as follows:

- 1. 0—30,000 gallons for the first unit plus 13,000 gallons for each additional unit at the rate of ~~\$4.48~~ 5.03 per 1,000 gallons.
- 2. 30,001—60,000 gallons for the first unit plus 26,000 gallons for each additional unit at the rate of ~~\$5.60~~ 6.29 per 1,000 gallons.

3. 60,001—90,000 gallons for the first unit plus 39,000 gallons for each additional unit at the rate of \$~~6.73~~ 7.56 per 1,000 gallons.

4. All remaining usage at the rate of \$~~8.97~~ 10.07 per 1,000 gallons.

Sec. 102-171. Residential user charges—Outside city.

Bimonthly user charges for residential service outside the city shall be based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

(1) Single-family or other individually connected units:

a. The bimonthly service charge is.....\$~~19.66~~ 27.66

b. Plus, a bimonthly usage charge as follows:

1. 0—30,000 gallons per 1,000.....\$~~8.96~~ 10.06

2. from 30,001 to 60,000 gallons, per 1,000.....\$~~11.19~~ 12.58

3. from 60,001 to 90,000 gallons, per 1,000.....\$~~13.47~~ 15.12

4. All over 90,000 gallons, per 1,000.....\$~~17.94~~ 20.15

(2) Duplex, multifamily, townhouse, or other units that are interconnected:

a. The total bimonthly service charge regardless of usage is as follows:

<i>Number of Units</i>	<i>Service Charge</i>
2—6	\$ 30.86 <u>43.41</u>
7—18	\$ 53.96 <u>75.91</u>
19—60	\$ 73.24 <u>103.05</u>
61—144	\$ 165.74 <u>233.19</u>
Over 144	\$ 281.38 <u>395.87</u>

b. Plus, a bimonthly usage charge as follows:

1. 0—30,000 gallons for the first unit plus 13,000 gallons for each additional unit at the rate of \$~~8.96~~ 10.06 per 1,000 gallons.

2. 30,001—60,000 gallons for the first unit plus 26,000 gallons for each additional unit at the rate of \$~~11.19~~ 12.58 per 1,000 gallons.

3. 60,001—90,000 gallons for the first unit plus 39,000 gallons for each

additional unit at the rate of \$~~13.47~~ 15.12 per 1,000 gallons.

4. All remaining usage at the rate of \$~~17.94~~ 20.15 per 1,000 gallons.

Sec. 102-172. Nonresidential user charges—Within city.

Bimonthly user charges for nonresidential class of service within the city is based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

<i>Meter Size</i>	<i>Service Charge</i>
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	\$ 9.83 <u>13.83</u>
$\frac{3}{4}$ "	\$ 11.72 <u>16.49</u>
1"	\$ 15.43 <u>21.71</u>
1 $\frac{1}{2}$ "	\$ 26.98 <u>37.96</u>
2"	\$ 36.62 <u>51.52</u>
3"	\$ 82.87 <u>116.59</u>
4"	\$ 140.69 <u>197.94</u>

<i>Meter Size</i>	<i>Quantity (in 1,000 gallons) at a rate of \$4.48 <u>5.03</u> per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$5.60 <u>6.29</u> per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$6.73 <u>7.56</u> per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$8.97 <u>10.07</u> per 1,000 gallons</i>
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	0 to 170	170 to 340	340 to 510	All over 510
$\frac{3}{4}$ "	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 $\frac{1}{2}$ "	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

Sec. 102-173. Nonresidential user charges—outside city.

Bimonthly user charges for nonresidential class of service outside the city is based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

<i>Meter Size</i>	<i>Service Charge</i>
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	\$ 19.66 <u>27.66</u>
$\frac{3}{4}$ "	\$ 23.44 <u>32.98</u>
1"	\$ 30.86 <u>43.42</u>
1 $\frac{1}{2}$ "	\$ 53.96 <u>75.92</u>
2"	\$ 73.24 <u>103.04</u>
3"	\$ 165.74 <u>233.18</u>
4"	\$ 281.38 <u>395.88</u>

Meter Size	Quantity (in 1,000 gallons) at a rate of \$8.96 <u>10.06</u> per 1,000 gallons	Quantity (in 1,000 gallons) at a rate of \$11.19 <u>12.58</u> per 1,000 gallons	Quantity (in 1,000 gallons) at a rate of \$13.47 <u>15.12</u> per 1,000 gallons	Quantity (in 1,000 gallons) at a rate of \$17.94 <u>20.15</u> per 1,000 gallons
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	0 to 170	170 to 340	340 to 510	All over 510
$\frac{3}{4}$ "	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 $\frac{1}{2}$ "	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

Sec. 102-174. Distributor and institution user rates.

The following water user rates are applicable to contractual service in or out of the city accountable through master meter or meters to user-owned and user-maintained distribution systems:

- (1) First 500,000 gallons per month, per 1,000 gallons.....~~\$4.59~~ 5.15
- (2) Excess of 500,000 gallons per month, per 1,000 gallons.....~~\$4.42~~ 4.96

Sec. 102-175. Fill station user rates.

The water user rate applicable for fill station usage will be charged at ~~\$6.73~~ 7.56 per 1,000 gallons.

Sec. 102-176. Fire hydrant metered water user rates.

- (a) The water user rate applicable to permitted users of fire hydrant meters for measuring water supplied from a city fire hydrant is ~~\$6.73~~ 7.56 per 1,000 gallons, plus a service charge as follows:

- (1) 1 to 90 days: \$1.00 per day, minimum of 1 day
- (2) 91 to 180 days: \$2.00 per day
- (3) 181 days or more: \$3.00 per day

A damage deposit of \$1,250.00 will be collected at the time of issuance of the fire hydrant permit. Upon return of the fire hydrant meter in condition acceptable to the city, the damage deposit will be returned.

- (b) Tampering with, or in any manner altering the operation of the meter such that the register usage is less than the actual usage will result in an additional fee of \$5.00 per day

being charged retroactive to the date the hydrant meter permit was issued and ending on the date the meter is returned. The charges provided in this paragraph shall be in addition to the charges provided in paragraph (a) of this section.

- (c) If the city cannot furnish a fire hydrant meter, the customer may use the customer's own meter upon obtaining a permit under provisions of this section. The customer may be required to submit written proof that the meter has been calibrated and reads accurately.

Sec. 102-177. Municipal park rate.

- (a) Monthly user rate for the municipal park class is based upon the rate of ~~\$2.55~~ 2.86 per 1,000 gallons.
- (b) This service is interruptible to the extent the city may limit the times of irrigation and the amount of water used. The city and the Apex Park and Recreation District-owned properties, which have occupied structures located thereon, are excluded from this class of water service.

Sec. 102-178. Unmetered standby fire protection service charge.

Bimonthly charges for unmetered standby fire protection service is as follows:

	In City	Out of City
a. Fire hydrants, each	\$6.73 <u>7.56</u>	\$10.40 <u>11.34</u>
b. Automatic sprinkler system:		
5/8"—3/4" service line	\$6.73 <u>7.56</u>	\$10.40 <u>11.34</u>
1" service line	\$6.73 <u>7.56</u>	\$10.40 <u>11.34</u>
1 1/4" service line	\$13.47 <u>15.13</u>	\$20.20 <u>22.68</u>
1 1/2" service line	\$13.47 <u>15.13</u>	\$20.20 <u>22.68</u>
2" service line	\$20.18 <u>22.66</u>	\$30.27 <u>33.99</u>
3" service line	\$26.88 <u>30.19</u>	\$40.32 <u>45.28</u>
4" service line	\$40.37 <u>45.34</u>	\$60.56 <u>68.01</u>
6" service line	\$53.82 <u>60.44</u>	\$80.73 <u>90.66</u>
8" service line	\$63.68 <u>71.51</u>	\$95.53 <u>107.28</u>

Sec. 102-179. Lost water rate.

Unmetered water lost or used due to activities such as, but not limited to, excavation, demolition, landscaping, or intentional acts of vandalism or theft will be billed to the responsible party at the rate of ~~\$6.73~~ 7.56 per 1,000 gallons. The estimated volume of unmetered lost water will be based on main size, break size, water pressure, flow time, or other available data.

Sec. 102-180. Special service fees and user rates.

Prior to use of the fire hydrant as a source of water for special short-term community activities, the applicant will obtain a hydrant permit and water meter from the utilities department at least 24 hours prior to the time of use. Charges for the service and the water used will be based only on the water user rate of \$~~4.48~~ 5.03 per 1,000 gallons.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.B.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: CB22-070, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Ordinance No. 4818)

Report in Brief

The Utilities Department is proposing to increase wastewater user rates by 9.8% and bimonthly service fees by \$2 for 2022. This will increase costs by \$37 per year (\$3.08 per month) for a typical single-family account. Also proposed is an increase to stormwater user rates by 2%, increasing costs by about \$1.00 annually for a single-family account.

The Arvada team recommends that the City Council approve CB22-070, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, Pertaining to Stormwater Users Rates on final reading, numbered 4818 and ordered published by title only.

Financial Impact

The proposed 9.8% sewer rate increase and \$2 bimonthly service charge increase will generate approximately \$1,878,000 annually in new revenue for the Wastewater Fund. The proposed 2% rate increase to Stormwater Users Fees will generate approximately \$78,700 for the Stormwater Fund.

Background

The proposed Wastewater Fund budget for 2022 is \$15,677,000. The Operations & Maintenance portion includes increases in personnel costs, higher costs from vendors, and a 5% increase in the rate charged to the City by Metro Water Recovery. In anticipation of issuing bonds for infrastructure later in 2022, the proposed increase also includes funding for a new bond payment. Overall operational costs are expected to increase by \$1,878,000 from 2022 as shown in the table below.

2022 Operations Budget \$15,677,000

Bond Payment \$1,204,000
Metro Rate Increase \$475,000
New/Upgraded Positions \$100,000
General Vendor Price Increases \$50,000
Salaries & Benefits Changes \$26,000
City Support Services \$23,000
Subtotal \$1,878,000

2023 Operating Budget \$17,555,000

The City team is also proposing a 2% rate increase to Stormwater fees in 2023. This is currently programmed into the 10-year budget model. In 2023, the estimated \$78,700 in additional revenue will be directed toward covering increasing costs associated with managing stormwater system operations and regulatory compliance.

Discussion

The average wastewater rate increase over the last five years was 3.5%. The proposed bimonthly service fee for 2022 was last adjusted in 2009. There are several pressures that are driving a significantly higher rate increase for 2023. The primary contributor to a cost increase in 2023 is the recommended issuance of a \$50 million bond later in 2022. The bond will support reinvestment of critical sewer infrastructure, including improvements to the North Trunk Line and Central Trunk Line sewer interceptors. The next significant cost driver for the Wastewater Operating Budget is Metro Water Recovery, which provides for the treatment and disposal of sewage generated by our customers. Metro adopted a 5% rate increase for 2023. In recent years, more of the City's charges have been coming more from loadings than flows, which has resulted in overall charges increasing at a rate higher than the posted Metro rate.

The City team is recommending a rate increase of 9.8% and a bimonthly service charge increase of \$2. If approved, this rate and fee change will result in an additional \$37 per year (\$3.08 per month) for the typical single family owner.

In accordance with past practice, the in-city rate and fee increases are used as an index to calculate all other customer categories. The complete updated rate schedule is in the proposed ordinance.

Rates and fees are two sources of revenue for the Wastewater Enterprise Fund. The Wastewater Utility also receives funding from system development charges, also known as tap fees. The City team has evaluated the existing tap fee schedule this year and is recommending changes to those fees as part of a separate council action.

The City team is also recommending a 2% rate increase for Stormwater Users Fees. This increase is programmed into the City's 10-year budget model. The additional revenue will be directed toward covering increasing costs associated with managing stormwater system operations and regulatory compliance.

Public Contact

Posting of the City Council agenda. In addition, a workshop regarding utility rates and fees was presented to the City Council on July 25.

Commission Recommendation

N/A

Strategic Alignment

The recommendation to adjust Sewer and Stormwater Rates and Fees aligns with the following Strategic Result within the Infrastructure Priority Area of the City Council Strategic Plan:

Update the water, sewer, and stormwater master plans.

In addition, adjusting Sewer and Stormwater Rates and Fees 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 the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

N/A

SUBJECT: CB22-070, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Ordinance No. 4818)

PAGE: 3
ITEM: 10.B.

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-070, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Services Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates be approved on final reading, numbered 4818 and ordered published by title only.

Suggested Motion:

I move that CB22-070, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and section 102-355 of Chapter 102, Utilities of the Arvada City Code Pertaining to Stormwater Users Rates, be (approved on final reading, numbered 4818 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	9/26/2022
Bryan Archer, Director of Finance	9/27/2022
Jessica Morales, Assistant City Attorney	9/27/2022
Kelsy Sargent, Assistant City Attorney	9/27/2022
Gail Walker, Legal Specialist-Contracts	9/28/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/3/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-070
ORDINANCE NO. 4818

AN ORDINANCE AMENDING SECTION 102-206 OF CHAPTER 102, UTILITIES, OF THE
ARVADA CITY CODE PERTAINING TO WASTEWATER USERS RATES AND
BIMONTHLY SERVICE CHARGES AND SECTION 102-355 OF CHAPTER 102,
UTILITIES, OF THE ARVADA CITY CODE PERTAINING TO STORMWATER USERS
RATES

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

Section 1. Section 102-206, User charges, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-206. User charges.

Each connected property owner or user of the city sewer system is required to pay to the city a user charge based upon the following rate schedule according to the classified strength of sewage:

(1) Normal strength charges:

Bi-monthly usage (gallons)	Rate
a. Service charge, regardless of usage	\$6.44
b. All usage, per 1,000 gallons	\$5.82

(2) Plus, extra strength charges as follows:

	Per Pound
a. BOD in excess of 300 mg/l	\$0.60
b. SS in excess of 330 mg/l	\$0.64
c. TKN in excess of 35 mg/l	\$1.24

”

Section 2. Section 102-355, Stormwater management utility service charge established, of Article VI, Arvada Stormwater Management Utility Ordinance, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-355. Stormwater management utility service charge established.

(a) There is hereby imposed on the owner of each and every lot or parcel of land within the city containing an impervious surface, except as specifically provided in subsection (b) of this section, a stormwater management utility service charge. This service charge is deemed

reasonable and necessary to pay for the project costs of the existing city stormwater facilities and stormwater quality programs; and project costs of future city stormwater facilities and stormwater quality programs. The proceeds of said charge, upon collection, are made as payment for the use of the city's stormwater facilities by owners of real property upon which the service charge is imposed.

- (b) All public and private highways, roadways, streets and alleys and associated sidewalks and bike paths shall be part of the stormwater facilities, and, therefore, shall be exempt from all charges imposed by this article. The exemption provided herein shall not apply to public or private parking lots, driveways, service drives, drive aisles or internal site roadways, beltways, access drives or lanes, and sidewalks.
- (c) The charge provided herein shall be based upon the extent to which the city's stormwater facilities are used by persons within the city. Use of stormwater facilities shall be based upon a calculation of runoff from the impervious surfaces of parcels of land located within the city.
- (d) The city shall bill, as part of its regular utility bill or as a separate bill in cases where a parcel of real property is not served or serviced by city water or sewer utilities, for the service charge provided in this article. The bill shall be made to the owner of record of the property as set forth in the records of the city, or to such other person as the owner may designate in writing to accept the bill and the recipient of the bill shall pay the bill upon receipt thereof. Nothing in this subsection shall serve to relieve the owner of responsibility for ensuring that payment of the service charge is made is the bill sent to some other person designated by the owner as recipient.
- (e) The bimonthly service charge as provided in this article shall be \$0.003101 per square foot of impervious surface located on the property. The charge described in this subsection is imposed on each and every improved lot and parcel of land within the city upon which an impervious surface exists. The service charge shall be billed by the city and shall be paid upon receipt thereof.
- (f) In the calendar year 2001, to be effective in the calendar year 2002, the director shall determine or cause the determination to be made, of the estimated number of square feet of impervious surface in or on the real property of each owner within the city, using the definition of impervious surface set forth in this article. The director may make such measurement based upon any reasonable means, including, but not by way of limitation, aerial survey and statistical analysis of real property and impervious surfaces located thereon. The service charge for the stormwater management utility shall be calculated by dividing the estimated cost of providing stormwater facilities and project costs by the estimated square footage of impervious surface within the boundaries of the city, which product shall yield the per square footage cost of service. The director may update the measurement of impervious surface area at such times as he deems reasonable and necessary to do so, but in any event, not less than once each ten years, with any change to be effective in the next calendar year. If, for any reason, a recalculation of the service charge does not occur, then the most recent rate charged shall continue until the recalculation is

made. No failure to make a recalculation of the service charge shall repeal, amend, or suspend operation of this article.

- (g) Each development occurring within the city after adoption of this article that results in an increase or decrease in impervious surface area shall be subject to the provisions of this article. The director shall be entitled to measure an increase or decrease to any impervious surface area resulting from a development, and add the resulting increase to or deduct the resulting decrease from, the service charge to the city utility bill for the property wherein the development occurred. The director shall establish such administrative rules in accordance with section 102-359 for determining when an increase or decrease to impervious surface areas has occurred as may be reasonable and necessary to give effect to this subsection.
- (h) The service charge provided in this article shall be subject to additional fees for delinquent payment, uncollectible checks, liens and any other penalties which are the same as those imposed with city water or sewer utility charges as provided in this chapter, or pursuant to the provisions of chapter 59 entitled "municipal liens." "

Section 3. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. This ordinance shall take effect on January 1, 2023

INTRODUCED, READ AND ORDERED PUBLISHED this 3rd day of October, 2022.

PASSED, ADOPTED AND APPROVED this 17th day of October, 2022.

ATTEST:

City Clerk

Marc Williams, Mayor

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

By: _____

Publication Dates: October 6, 2022
October 20, 2022

REDLINE/STRIKETHROUGH VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

Underlined indicates new material

~~Strikethrough~~ indicated deleted material

Sec. 102-206. User charges.

Each connected property owner or user of the city sewer system is required to pay to the city a user charge based upon the following rate schedule according to the classified strength of sewage:

(1) Normal strength charges:

Bi-monthly usage (gallons)	Rate
a. Service charge, regardless of usage	\$4.44 <u>6.44</u>
b. All usage, per 1,000 gallons	\$5.30 <u>5.82</u>

(2) Plus, extra strength charges as follows:

	Per Pound
a. BOD in excess of 300 mg/l	\$0.55 <u>0.60</u>
b. SS in excess of 330 mg/l	\$0.58 <u>0.64</u>
c. TKN in excess of 35 mg/l	\$1.13 <u>1.24</u>

Sec. 102-355. Stormwater management utility service charge established.

- (a) There is hereby imposed on the owner of each and every lot or parcel of land within the city containing an impervious surface, except as specifically provided in subsection (b) of this section, a stormwater management utility service charge. This service charge is deemed reasonable and necessary to pay for the project costs of the existing city stormwater facilities and stormwater quality programs; and project costs of future city stormwater facilities and stormwater quality programs. The proceeds of said charge, upon collection, are made as payment for the use of the city's stormwater facilities by owners of real property upon which the service charge is imposed.

- (b) All public and private highways, roadways, streets and alleys and associated sidewalks and bike paths shall be part of the stormwater facilities, and, therefore, shall be exempt from all charges imposed by this article. The exemption provided herein shall not apply to public or private parking lots, driveways, service drives, drive aisles or internal site roadways, beltways, access drives or lanes, and sidewalks.
- (c) The charge provided herein shall be based upon the extent to which the city's stormwater facilities are used by persons within the city. Use of stormwater facilities shall be based upon a calculation of runoff from the impervious surfaces of parcels of land located within the city.
- (d) The city shall bill, as part of its regular utility bill or as a separate bill in cases where a parcel of real property is not served or serviced by city water or sewer utilities, for the service charge provided in this article. The bill shall be made to the owner of record of the property as set forth in the records of the city, or to such other person as the owner may designate in writing to accept the bill and the recipient of the bill shall pay the bill upon receipt thereof. Nothing in this subsection shall serve to relieve the owner of responsibility for ensuring that payment of the service charge is made is the bill sent to some other person designated by the owner as recipient.
- (e) The bimonthly service charge as provided in this article shall be \$ ~~0.001520~~ 0.003101 per square foot, ~~per month~~, of impervious surface located on the property. The charge described in this subsection is imposed on each and every improved lot and parcel of land within the city upon which an impervious surface exists. The service charge shall be billed by the city and shall be paid upon receipt thereof.
- (f) In the calendar year 2001, to be effective in the calendar year 2002, the director shall determine or cause the determination to be made, of the estimated number of square feet of impervious surface in or on the real property of each owner within the city, using the definition of impervious surface set forth in this article. The director may make such measurement based upon any reasonable means, including, but not by way of limitation, aerial survey and statistical analysis of real property and impervious surfaces located thereon. The service charge for the stormwater management utility shall be calculated by dividing the estimated cost of providing stormwater facilities and project costs by the estimated square footage of impervious surface within the boundaries of the city, which product shall yield the per square footage cost of service. The director may update the measurement of impervious surface area at such times as he deems reasonable and necessary to do so, but in any event, not less than once each ten years, with any change to be effective in the next calendar year. If, for any reason, a recalculation of the service charge does not occur, then the most recent rate charged shall continue until the recalculation is made. No failure to make a recalculation of the service charge shall repeal, amend, or suspend operation of this article.
- (g) Each development occurring within the city after adoption of this article that results in an increase or decrease in impervious surface area shall be subject to the provisions of this article. The director shall be entitled to measure an increase or decrease to any impervious

surface area resulting from a development, and add the resulting increase to or deduct the resulting decrease from, the service charge to the city utility bill for the property wherein the development occurred. The director shall establish such administrative rules in accordance with section 102-359 for determining when an increase or decrease to impervious surface areas has occurred as may be reasonable and necessary to give effect to this subsection.

- (h) The service charge provided in this article shall be subject to additional fees for delinquent payment, uncollectible checks, liens and any other penalties which are the same as those imposed with city water or sewer utility charges as provided in this chapter, or pursuant to the provisions of chapter 59 entitled "municipal liens."



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.C.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: CB22-071, An Ordinance Amending Sections 74-91 and 74-92 of Chapter 74, Planning and Development, and Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to System Development Charges (Ordinance No. 4819)

Report in Brief

The City's Infrastructure Worksystem continues to prepare for investments in operations and infrastructure as part of our ongoing commitment to continue to provide reliable water, sewer, and stormwater drainage services to our community. This work supports the 2020-2025 City Council Strategic Plan that calls for updated master plans for water, sewer and stormwater, as well as an implementation plan and budget recommendations.

As discussed at the July 25, 2022 workshop on Utilities Financial Strategies, the City is recommending adjustments to water and sewer rates, bimonthly service fees, and System Development Charges (also referred to as tap fees) in order to support sustainable operations and level of service goals. Additional revenue from these adjustments will enable major reinvestments and capacity building projects to proceed in accordance with a schedule laid out in the master planning work directed in the City Council Strategic Plan.

The ordinance before the City Council will adjust Water and Sewer System Development Charges. It also clarifies the timing of when these charges are due for payment to better align with the City's building permit process.

The updated Water System Development Charge for a Single Family Home is proposed to be increased from \$19,700 to \$38,600. The Water System Development Charge includes \$1,000 for irrigation tap improvements for City parks.

The updated Sewer System Development Charge for a Single Family Home is proposed to be increased from \$1,579 to \$10,400. The Sewer System Development Charge is in addition to a fee charged by Metro Water Recovery for new connections. The current Metro Water Recovery fee for a new Single Family Home is \$4,710. For 2023, it will increase to \$5,210.

The total proposed combined Water and Sewer System Development Charges for a Single Family Home, including Metro Water Recovery fees, is \$54,210. This falls within the current range of similar water and sewer utilities in the Denver Metro area.

Water and Sewer System Development Charges will be due at the time a City building permit is ready to be issued.

The proposed Water System Development Charges will generate up to approximately \$6,100,000 in 2023 for the Water Fund. The proposed Sewer System Development Charges will generate up to approximately \$2,800,000 in 2023 for the Sewer Fund.

The Arvada team recommends that the City Council approve CB21-071, An Ordinance Amending Sections 74-91 and 74-92 of Chapter 74, Planning and Development and Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to System Development Charges on final reading, numbered 4819 and ordered published by title only.

Financial Impact

The proposed Water System Development Charges will generate up to approximately \$6,100,000 in 2023 for the Water Fund. The proposed Sewer System Development Charges will generate up to approximately \$2,800,000 in 2023 for the Sewer Fund.

Background

Over the past two years, the City team has provided information and updates to the Council regarding this, including annual budgets and workshops related to the water, sewer, and stormwater master planning efforts from December 2020 through July 25, 2022. This work supports the 2020-2025 City Council Strategic Plan that calls for updated master plans for water, sewer and stormwater, as well as an implementation plan and budget recommendations.

During the March 28 workshop, the City team presented an infrastructure investment road map for 2022-2028 to meet immediate needs to support planned development and limit the risk of system failure. In the April 25 workshop, the City team presented the Utilities Level of Service goals and described options for financial planning to support the road map of infrastructure investment. On July 25, the City team presented a workshop on Financial Strategies that would support and balance reinvestment and added capacity for planned development.

During the July 25 workshop, the City team made recommendations to adjust System Development Charges (previously named Tap Fees in the City Code). The Water System Development Charge has not been adjusted since 2017 and the Sewer System Development Charge has not been adjusted since 2011. Adjusting these charges will increase revenue to support the additional water and sewer system capacity required to serve planned development. This also aligns with the philosophy that "growth pays for itself" and the cost of adding capacity is not to be borne by existing customers through rates and service fees.

Discussion

The ordinance before the Council will adjust Water and Sewer System Development Charges. It also clarifies the timing of when these charges are due for payment to better align with the City's building permit process.

The City team will be recommending the issuance of bonds for water and sewer infrastructure reinvestment and capacity projects later in 2022. Adjusting System Development Charges will be critical to raising sufficient revenue for the Water and Sewer Enterprise Funds in order to fund bond payments.

The updated Water System Development Charge for a Single Family Home is proposed to be increased from \$19,700 to \$38,600. The Water System Development Charge includes \$1,000 for irrigation tap improvements for City parks.

The updated Sewer System Development Charge for a Single Family Home is proposed to be increased from \$1,579 to \$10,400. The Sewer System Development Charge is in addition to a fee charged by Metro Water Recovery for new connections. The current Metro Water Recovery fee for a new Single Family Home is \$4,710. For 2023, it will increase to \$5,210.

The total proposed combined Water and Sewer System Development Charges for a Single Family Home, including Metro Water Recovery fees, is \$54,210. This falls within the current range of similar water and sewer utilities in the Denver Metro area.

The total proposed combined Water and Sewer System Development Charges for a Single Family Home, including Metro Water Recovery fees, is \$54,210. In accordance with past practice, the Single Family Home System Development Charges are used as an index to calculate all other customer categories. Certain legal agreements also govern the calculation of System Development Charges for specific subdivisions within the City that made a contribution of water rights or infrastructure. The complete updated schedule is in the proposed ordinance.

Water and Sewer System Development Charges will be due at the time a City building permit is ready to be issued. The existing code language defines the window of time for payment to begin with the foundation of a building being completed, and ends with the Certificate of Occupancy or Temporary Certificate of Occupancy ready to issue. The proposed change will align the time of System Development Charge payment with the time a building permit is ready to be issued, creating more clarity in the development timeline and also defining expiration of a System Development Charge as the same expiration as a building permit.

Public Contact

Posting of the City Council agenda. In addition, a workshop regarding utility rates and fees was presented to the City Council on July 25, 2022.

Commission Recommendation

N/A

Strategic Alignment

The recommendation to adjust System Development Charges aligns with the following Strategic Result within the Infrastructure Priority Area of the City Council Strategic Plan:

Update the water, sewer, and stormwater master plans.

In addition, adjusting System Development Charges 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 the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-071, An Ordinance Amending Sections 74-91 and 74-92 of Chapter 74, Planning and Development and Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to System Development Charges on final reading, numbered 4819 and ordered published by title only.

Suggested Motion:

I move that CB21-071, An Ordinance Amending Sections 74-91 and 74-92 of Chapter 74, Planning and Development and Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to System Development Charges, be (approved on final reading, numbered 4819 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

SUBJECT: CB22-071, An Ordinance Amending Sections 74-91 and 74-92 of Chapter 74, Planning and Development, and Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to System Development Charges (Ordinance No. 4819)

PAGE: 4
ITEM: 10.C.

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	9/26/2022
Bryan Archer, Director of Finance	9/27/2022
Jessica Morales, Assistant City Attorney	9/27/2022
Kelsy Sargent, Assistant City Attorney	9/27/2022
Gail Walker, Legal Specialist-Contracts	9/28/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/3/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-071
ORDINANCE NO. 4819

AN ORDINANCE AMENDING SECTIONS 74-91 AND 74-92 OF CHAPTER 74,
PLANNING AND DEVELOPMENT, AND VARIOUS SECTIONS OF CHAPTER 102,
UTILITIES, OF THE ARVADA CITY CODE PERTAINING TO SYSTEM DEVELOPMENT
CHARGES

WHEREAS, the City is committed to providing reliable water and sewer services;

WHEREAS, water system development charges, previously known as water tap fees, have not been adjusted since 2017;

WHEREAS, sewer system development charges, previously known as sewer tap fees, have not been adjusted since 2011;

WHEREAS, system development charges support providing reliable water and sewer services; and

WHEREAS, the City Council finds that it is in the best interest of the City and the public to adjust these system development charges.

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

Section 1. Section 74-91, Water tap fees, of Article IV, Miscellaneous Development Requirements, of Chapter 74, Planning and Development, of the Arvada City Code is hereby amended to read as follows:

“Sec. 74-91. Water system development charges.

Water system development charges shall be assessed on the basis of a schedule of fees, adopted by ordinance, and from time-to-time amended by the city. This article may be obtained from the director of utilities.”

Section 2. Section 74-92, Sewer tap fees, of Article IV, Miscellaneous Development Requirements, of Chapter 74, Planning and Development, of the Arvada City Code is hereby amended to read as follows:

“Sec. 74-92. Sewer system development charges.

Sewer system development charges shall be assessed on the basis of a schedule of fees, adopted by ordinance, and from time-to-time amended by the city. This article may be obtained from the director of utilities.”

Section 3. Section 102-32, Definitions, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-32. Definitions.

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

Abandoned tap means a water or sewer tap through which there has been no usage for 15 consecutive years and the property owner evidences in writing or otherwise, the intent to abandon the service connection, or the hearing officer, based on evidence presented at the administrative hearing held in accordance with section 102-67, determines that the water or sewer tap is abandoned by the owner and that water or sewer service should be terminated and disconnected at the city main.

Active connected water or sewer service means that water usage has been recorded through the connection during the last consecutive 12 months and the utility billing account is coded active.

Base usage means the volume of actual water use as determined by the average of the bimonthly amount of water metered to the user during any four-month period between November 1 and April 13 in each 12-month period.

Bathroom facilities means any or all of the following: toilet, bathtub, shower.

Connected sewer service means a single sewer service connection to a city sewer main.

Connected water service means a single service connection to a city water main in which there is a meter serving potable water to a facility or purpose.

Connection means the connection of a service line to a city water or sewer main which, together with appropriate permit and payment of fees, results in service to a permitted premises. The act of making the connection is called "tapping," and the connection is called a "tap."

Distributor and institution class of service means contractual water or sewer service to user-owned and user-maintained water distribution or sewage collection systems in or out of the city through one or more master meters.

Duplex residential facility means a building containing only two attached residential units. A duplex may be considered a multifamily residential facility and shall pay the multifamily residential system development charges if the duplex building is part of a larger planned multifamily unit development project, is located within the same lot as other multifamily buildings of three or more units, and the water and sewer user charges and fees for the units will be paid through a homeowners association. The building may have separate water and sewer connections to each unit or have single water and sewer connections that serve both units. If a duplex residential facility is not a part of a larger planned multifamily unit development project, then a duplex residential facility will pay a system development charge based on the duplex

residential nature of the building. Upon severing the ownership of a one owner duplex residential facility, separate connected water and sewer services shall be installed to each unit. Except as provided in this subsection, duplex units constructed after 1997 shall have separate water and sewer connections from the city mains to each unit.

Golf course class of service means water service to golf courses owned and operated by the city or by the Apex Park and Recreation District.

Household water means water use by a connected service during any given period for consumption and use of the occupants thereof for any purpose.

Inactive connected water or sewer service means that no water usage has been recorded through the connection during the last consecutive 12 months or more, up to a maximum of 15 consecutive years, and the utility billing account is coded inactive.

Inspection fee means a charge charged by the city to an applicant for a water or sewer permit to reimburse the city's cost of inspecting the service line or meter installation, or both, for compliance with city standard specifications and drawings.

Kitchen facilities mean any or all of the following: sink, range, stove, conventional oven, microwave oven.

Landscaped common area shall mean the landscaped lots or area immediately adjacent to the facilities within a development, owned or maintained, or both by the property owner or the responsible caretaker association, that is irrigated from a common irrigation system that is owned or maintained, or both by the property owner or responsible caretaker association. Open space is not included in landscaped common area.

Main means those city-owned pipes used for distributing water or collecting sewage from users' properties along public streets or other rights-of-way or easements.

Multifamily residential facility means a building containing three or more residential units. The units either have only one connected water service to the building and one or more connected sewer service line to the building, or the units have a separate connected water and sewer service to each unit. Multifamily residential facility includes apartment buildings, condominium buildings, townhouse buildings, and artists lofts or other combination residence/work space in buildings that are primarily residential facilities.

Municipal park class of service means water service to parks owned by the city or by Apex Park and Recreation District.

Nonresidential class of service means water service to any nonresidential facility and usage qualifying as irrigation, distributor, institutional, municipal park, golf course, special metered construction water, tankload and unmetered, as provided in this article.

Nonresidential facility means any building or other property which does not contain a residential unit. Nonresidential facilities include buildings specifically designed for transient occupancy such as dormitories, motels, hotels, hospitals, and nursing homes, or buildings designed only for commercial, industrial, institutional, or governmental purposes, or other combination nonresidence/living space in buildings that are primarily nonresidential facilities. The term "nonresidential facility" also includes open space, unless the context otherwise excludes it.

Nonwater conserving open space means that open space in which any type of grass and an irrigation system are incorporated in accordance with landscape plans approved by the public works and planning departments of the city.

Open space means both public and private land areas which serve to separate or buffer developed areas from one another or to enhance a developed area by providing landscape, vistas, green belts, or similar amenities within a development. Open space may be native or landscaped, and includes trails, parks, golf courses and recreational areas.

Reactivation charges means charges assessed by the city to a water or sewer user to reimburse the city for costs incurred to turn on the water service and reactivate an inactive connected water or sewer service, including the charges set forth in sections 102-39 and 102-67.

Residential class of service means water service to a facility used solely as a residence containing one or more residential units inclusive of single-family, duplex and multifamily residential facilities, mobile homes and any other structure in which one or more persons reside.

Residential facility means any building used solely as a residence containing one or more residential units.

Residential unit means a room or group of rooms which includes kitchen and bathroom facilities and in which one or more persons could reasonably reside on a permanent and nontransient basis.

Senior citizen designated unit means a unit in a multifamily residential facility that is governmentally or privately sponsored and built for occupancy by solely elderly households where the head of each household is 62 years old or older.

Service charge means a fixed charge for water or sewer service, regardless of the volume of usage.

Service line means all pipes, fittings, and appurtenances for conveying water from the city water system main to the plumbing or fire protection system of a unit or conveying wastewater from a unit to the city sewer system main.

Single family residential equivalent (SFRE) means the volume of water or sewer capacity required for a single family facility.

Single-family residential facility means a residential unit that is located in a separate building and that has both kitchen and bathroom facilities, a connected water service, and a connected sewer service to the building.

Special hydrant metered construction water means water delivered from a city hydrant to a user that has obtained a hydrant permit and paid the appropriate fees to use a specific fire hydrant equipped with a meter.

Stub-in means a connection made for the purpose of installing service lines prior to the paving of streets. Such a connection shall include fittings necessary to extend the service line to the property line, but no meter has been set.

System development charge means a one time charge assessed to an applicant for a permit to take water from the city water system or to discharge sewage into the city sewer system. To the extent agreements entered into by the city prior to January 1, 2023, refer to “tap fees” or “tap fee,” those phrases will be interpreted to mean “system development charges” or “system development charge.” To the extent agreements entered into by the city prior to January 1, 2023, refer to “water tap fees” or “water tap fee,” those phrases will be interpreted to mean “water system development charges” or “water system development charge.” To the extent agreements entered into by the city prior to January 1, 2023, refer to “sewer tap fees” or “sewer tap fee,” those phrases will be interpreted to mean “sewer system development charges” or “sewer system development charge.”

System development charge credit means a dollar amount credited toward the purchase of a new water or sewer tap connection, based upon the previous existence of a water or sewer tap serving the same property, or based on prior payment of a system development charge which has expired as described in section 102-34.

Tapping fee means a charge assessed to a service applicant to reimburse city costs for making the connection to a city water or sewer main.

Terminated tap means a water or sewer tap that has been declared abandoned and disconnected from the city main.

Townhouse residential facility means a residential unit in a multifamily residential facility that contains three or more such attached units, each of which has either individually connected water and sewer service lines to each unit, or interconnected water service lines and interconnected sewer service lines to the building.

Usage charge means a charge based on a water or sewer usage rate.

Usage rate means a price per 1,000 gallons of water used from the city water system or the volume of sewage discharged into the city sewer system.

User means the person receiving water service or sewer service at a property or building, and includes but is not limited to the property owner, lessee, tenant, or any occupant of the property or building.

User charges mean periodic charges, according to customer classification, for water or sewer service which include a service charge plus a usage charge.

Water conserving open space means that open space in which nongrass vegetation and an irrigation system are incorporated in accordance with landscape plans approved by the public works and planning departments of the city.

Water or sewer permit means an invoice for a water or sewer tap that has been certified as paid by the director of utilities or designee thereof.

Water service shut-off means the action taken by the city to turn off the connected water service to a property being served upon the specific request of the user, or by the city for the user's nonpayment of a water or sewer bill.”

Section 4. Section 102-33, Occupancy prohibited and connections required, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-33. Occupancy prohibited and connections required.

- (a) It is unlawful for any person to use or occupy any building in the city unless such building has a system of pipes to provide water and to remove sewage as required by the uniform building and plumbing codes of the city.
- (b) It is unlawful for any person to use, excavate, connect to, open, alter, or otherwise disturb any city water or sewer main.
- (c) Each building to which water or sewer service, or both, are required shall have its own connected water and sewer services, except as otherwise determined by the city or as provided in subsections (d) and (e) of this section.
- (d) Except as provided in subsection (e) of this section or in section 102-75(a), nonresidential facilities that are located on the same lot, and are owned by only one party may be served through a single water tap, service line and meter, and a single sewer tap and service line. In the event the lot is subdivided and the facilities are no longer located within the same lot, separate water and sewer connections shall be made to each facility. Additional system development charges may be required in accordance with section 102-64.
- (e) When the construction of a building takes place in phases, the size of the existing water and sewer taps and respective service lines shall be reevaluated after the initial phase of construction. Before construction of each phase that is undertaken after the initial phase, the property owner shall submit to the city calculations from which the proper tap and service line sizes can be determined. If the city determines that a larger tap or service line, or both,

are required by virtue of the new phase of construction, the computation of any additional system development charges due to the city shall be done in accordance with section 102-64.”

Section 5. Section 102-34, Application for service and payment of fees, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-34. Application for service and payment of fees.

- (a) Tapping and inspection fees are due at the time the invoice for a water or sewer stub-in is issued by the department of utilities.
- (b) No water or sewer tap will be authorized by the city for new construction or remodeling without valid building or other applicable permits issued by the building inspection division and certified by the department of utilities.
- (c) Water and sewer system development charges for all classes of residential and nonresidential buildings within the city, plus a prorated portion of the water system development charge for irrigation of open space when applicable, shall be paid at the time of building permit issuance. If the building permit expires, then the system development charges which have been paid will also expire and will be credited toward payment of the new required system development charges, as a system development credit. The system development charges to be paid are those in existence at the time payment is made. System development charges will be paid to the city by one of the following methods: (1) cash, (2) wire transfer with confirmed receipt by the city's bank, (3) cashier's check issued by an institution, (4) official check issued by a financial institution, or (5) a check certified by a financial institution. If system development charges are paid by some other type of check, the check must clear the bank before a temporary certificate of occupancy or a certificate of occupancy is issued for a building. An irrigation tap can be used only for irrigation purposes.
- (d) If water for construction purposes is to be obtained from the service line to the property before the building is connected to the city main, then the water meter must be purchased and set prior to obtaining water through the stub-in. Water used during construction and prior to temporary or permanent occupancy will be metered and charges for construction water will be based upon the rate schedule as provided for in sections 102-170 through 102-174. It shall be unlawful for any person to install or to use any water from a straight-through pipe at any meter pit or vault.
- (e) The city will not issue either a temporary certificate of occupancy or certificate of occupancy until all water and sewer fees, including construction water charges, are paid. Model homes or show homes are included in this requirement.
- (f) No water or sewer tap will be authorized for existing buildings and properties until the customer classification is verified by the department of utilities and all requirements of this Code have been met. System development charges for existing buildings and properties

must be paid by one of the methods in subsection (c) of this section before a general public improvement permit is issued by the engineering division. If paid by some other type of check, the check must clear the bank before a general public improvement permit is issued by the engineering division.

- (g) The interconnected water service lines to adjacent units in the same townhouse residential facility shall be equipped with curb stop valves and installed in common areas of the facility that are owned and maintained by the homeowner's association. Irrigation water for the townhouse residential facility with interconnected water service lines to the units may be connected after the single water meter to the building.”

Section 6. Section 102-35, Connection to the city water system of property owners using shallow groundwater for their drinking water supply, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-35. Connection to the city water system of property owners using shallow groundwater for their drinking water supply.

Property owners using shallow groundwater for their drinking water supply may connect to the city water supply system under the following circumstances:

- (1) The property and water use is located within the municipal boundaries of the city as of January 1, 1998. A property that annexes after January 1, 1998 is not eligible to utilize this provision.
- (2) An occupied residential unit has been in existence prior to January 1, 1998 and the sole source of water for the unit is from an existing shallow (less than 60 feet deep) groundwater well. The existing water supply must be:
 - a. Contaminated and not suitable as a drinking water supply under the Colorado Department of Public Health and Environment rules and regulations; or
 - b. Physically no longer adequate for domestic use.
- (3) All connection costs including the meter, meter pit, plumbing, tapping fees, inspections, main extension, etc., shall be borne by the property owner. The connection work shall be in compliance with the engineering specifications and building regulations of the city.
- (4) The cost of the water tap may be deferred until the ownership of the property changes. When the property ownership changes the cost of the tap shall be due and payable immediately. The cost of the tap shall be determined in accordance with the system development charges in effect at the time payment is made.
- (5) The property owner shall be responsible for the payment of the monthly service and rate charges associated with the delivery of treated water through the city water system. All ordinance provisions regarding the payment for water received through the city system shall remain in full force.

- (6) In the event the water system development charge is not paid, collection of said fee may be pursued pursuant to the provisions of chapter 59 entitled "municipal liens." If the property becomes vacant before system development charges have been paid, the tap will be disconnected and not eligible for any system development charge credits for future development."

Section 7. Section 102-36, Tap fee proceeds, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

"Sec. 102-36. System development charge proceeds.

For purposes of accounting and auditing of funds of the city, it is hereby declared that all system development charge proceeds, which are collected by the city upon connection to municipal water and sewer are treated as revenue and not as contributed capital."

Section 8. Section 102-39, Application of charges, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

"Sec. 102-39. Application of charges.

Water user and sewer user charges are applied to all properties at present rates commencing at the time the system development charges are paid and for so long thereafter as the service lines to such properties are intact and serve the property, regardless of whether or not the property is occupied or the utility service is used."

Section 9. Section 102-40, Property owners responsible for charges, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

"Sec. 102-40. Property owners responsible for charges.

Owners of properties are responsible for payment of all system development charges, assessments, costs of materials, and other fees and user charges set forth in this article. Billings to users may be by address only, and the fact that the person receiving the service may not be identified thereon by name does not preclude collection of the charge from the owner. After notice and opportunity to be heard, water service may be shut-off by the city at any time that water or sewer fees, rates, charges, or penalties are not paid or for any other violations of this article. Property owner shall be responsible for all charges assessed pursuant to section 102-37."

Section 10. Section 102-43, Fees and user charges not to affect bond ordinances, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

"Sec. 102-43. Fees and user charges not to affect bond ordinances.

System development charges and user charges established in this article do not supersede those established by existing bond ordinances wherein such fees and charges are established. Nothing herein contained shall void or otherwise make unenforceable any surcharges established by prior ordinances, nor restrict the future adoption of ordinances establishing surcharges where applicable.”

Section 11. Subsection (i) of section 102-61, Water meters; generally, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“(i) Water service lines to all residential dwellings for fire protection will be metered. The owner will furnish engineering calculations to the department of utilities substantiating the fire flow and domestic flow requirements. The system development charge will be based on the domestic flow requirement and not the fire flow requirement. The meter will be installed as previously set forth in this section. The fire line will be installed as required in the Engineering Code of Standards and Specifications, as amended.”

Section 12. Section 102-64, Replacement, enlargement and elimination of taps, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-64. Replacement, enlargement and elimination of taps.

In the event a service connection to a premises must be enlarged or replaced, the department of utilities will calculate and charge an amount equal to the difference, if any, between the system development charge for the enlarged or replaced tap and the system development charge for the existing service, based on the system development charges in effect at the time the tap is enlarged or replaced. Such credit will be allowed only to the premises upon which the disconnected service connection was installed. Credit will not be allowed unless the enlarged or replacement connection is permitted to serve a property which includes all of the area or which is entirely contained within the area described in the original permit; otherwise, there will be no credit to the user for any reason.”

Section 13. Section 102-65, Consolidation of taps and credits, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-65. Consolidation of taps and credits.

- (a) When it is desired to eliminate or relocate two or more existing connections within a subdivision or public development project, the following will govern the transfer of the system development charge credits:
 - (1) System development charge credits for existing service connections that are located within a subdivision or public development project may be transferred anywhere within that subdivision or project, provided that both tracts or lots are owned by one party, and further provided service connections are eligible for service. Subdivision, for purposes of this section, is defined as set forth in the Land Development Code.

- (2) Calculation of the system development charge credits available for application toward any new service connection shall be based on the meter capacity factor as set forth in section 102-79. The inactivation and termination of water and sewer service as set forth in section 102-67 shall apply. Residential properties granted a meter and equal tap size greater than the standard size recommended in section 102-161(4) will be valued for credit at the standard size for the type of residence.
- (b) This section is intended to discourage the sale or transfer of system development charge credits beyond the immediate subdivision or public development project in which the taps are located.”

Section 14. Section 102-67, Inactivation and termination of water and sewer services, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-67. Inactivation and termination of water and sewer services.

- (a) Water service may be inactivated by the city upon the request of the owner, providing the property is not occupied and the turn-off fee is paid.
- (b) Connected water or sewer service may be inactive for a period not exceeding 15 consecutive years. During the inactive period, the meter will be removed from the water service connection and there will be no water flow to the property for any purpose, nor any discharge to the sewer. However, the user will continue to pay the service charge, as amended from time-to-time, through the first five consecutive years of no water usage, with the exception in section 102-37(d).
- (c) During the fifth consecutive year of an inactive connected water or sewer service, the city will notify the property owner by certified mail, return receipt requested, that the value of the water or sewer tap will depreciate beginning the first month of the sixth consecutive year of no water usage and will continue to depreciate monthly thereafter at the rate of 1/120th of the then current system development charge for each additional month of consecutive no water usage through the next 120 months or ten years. The property owner will also be notified in the same letter about the administrative hearing regarding the status of the water or sewer tap as described in subsection (g) of this section.
- (d) During the fifth consecutive year of no water usage, the city shall also file and record with the county clerk and recorder, a service lien which describes that the water or sewer service connection to the property is inactive and payment of reactivation charges are due to the city prior to water turn-on and that the city's department of utilities must be consulted.
- (e) During the 16th year of an inactive connected water or sewer service and based on the administrative hearing officer's determination that the water or sewer tap is abandoned, the water or sewer tap will be terminated. A new water or sewer permit will be required to provide connected water or sewer service to the property in the future.

- (f) An inactive connected water or sewer service may be reactivated by the city at the user's request provided the following payments are made to the city in cash or by cashier's check.
- (1) All water and sewer charges due against the property including delinquent user charges and service charges accumulated during only the first five years the connected water or sewer service was inactive, and disconnection costs, if incurred;
 - (2) Other costs for reactivation of the connected water or sewer service, if incurred;
 - (3) A pro-rated city water or sewer system development charge, based on the number of months of no water usage, not to exceed 180 months or 15 years. To calculate the pro-rated water or sewer system development charge, the total number of months of no water usage beginning with the 61st month shall be divided by 120, and the resulting fraction shall be multiplied by the water or sewer system development charge in effect on the date of reactivation. No pro-rated system development charge will be assessed for an inactive period less than 60 consecutive months or five years. No service charges will be assessed for a connected water or sewer service after the fifth consecutive year of no water usage. For a connected service which has not been used for 15 years or more, the full water or sewer system development charge in effect on the date of reactivation, shall be paid; and
 - (4) The applicable Metro Water Recovery sewer connection charge in effect at the time of the sewer tap reactivation.
- (g) Prior to a determination that a water or sewer tap was inactive for a period of five consecutive years or more on or before January 1, 1996, and thereafter, pursuant to subsections (c) and (d) of this section or pursuant to any other section of the Code, the property owner shall be provided an administrative hearing held in accordance with section 2-171 et seq. The hearing officer may determine, based upon the evidence presented at such administrative hearing, that a water or sewer tap should not be terminated upon the payment by the property owner of any fee, charge, or cost identified in subsections (f)(1)—(4) of this section.”

Section 15. Section 102-75, Separation of properties, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-75. Separation of properties.

- (a) Where two or more properties are owned by one party, either separated by a common wall or separate buildings, and are served through one connection and service line, upon severing of ownership of the property, each property severed is then required to be served by a separate service connection.
- (b) All costs for the new water and sewer service will be the responsibility of the new owner. The system development charges will not be waived, but previously paid system development charges will be credited to those in effect at the time of separation.

- (c) This section does not apply to multifamily developments where an association of homeowners acts as an agent for the payment of bills and maintenance responsibilities for the owners so long as the association carries out all responsibilities of ownership in a timely manner.”

Section 16. Section 102-161, Residential water fees within city, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-161. Residential water fees within city.

Water fees for serving residential facilities within the corporate limits of the city are as follows:

- (1) Tapping fee.....\$60.00
- (2) Inspection fee:
 - a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters.....\$45.00
 - b. 1½" and larger meters.....\$80.00
- (3) System development charge determined from the following schedule:

Type of residence	Per Unit
a. Single-family	\$37,600.00
b. Duplex	\$28,200.00
c. Multifamily	\$18,800.00

- (4) Meter and tap size determined from the following schedule:*

Type of Residence	Meter and Tap Size
a. Single-family	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
b. Duplex with individually connected units	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
Duplex with single service connection	$\frac{3}{4}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
c. Multifamily:	
1. 3—6 units	1" meter and 1" tap
2. 7—18 units	1½" meter and 1½" tap
3. 19 or more units	2" or larger meter and tap

*A larger or smaller meter and equal tap size may be purchased and installed when approved by the Utilities Director if the total peak demand flow of the property being served, as calculated by the latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is

hereby adopted by reference, justifies the change. Calculations so made will be submitted to the Utilities Director for review and approval.”

Section 17. Section 102-161.5, Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-161.5. Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, and the Leyden Ranch Metropolitan District.

Fees in this section are set in accordance with existing agreements.

Water fees for serving residential facilities within the corporate limits of the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, and the Leyden Ranch Metropolitan District are as follows:

- (1) Tapping fee\$60.00
- (2) Inspection fee:
 - a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters\$45.00
 - b. 1½", 2" and larger meters\$80.00
- (3) System development charge determined from the following schedule:

	Discount Amount to be applied when Water Supplies were provided	Discount Amount to be applied when funding was provided for existing facilities	Discount Amount to be applied when funding was provided for future facilities
a. Single-family	\$13,900.00	\$1,000.00	\$2,000.00
b. Duplex	\$10,400.00	\$700.00	\$1,500.00
c. Multifamily	\$6,900.00	\$500.00	\$1,000.00

- (4) Meter and tap size determined from the following schedule:*

Type of residence	Meter and Tap Size
a. Single-family	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
b. Duplex with individually connected units	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
Duplex with single service connection	$\frac{3}{4}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
c. Multifamily:	
1. 3—6 units	1" meter and 1" tap
2. 7—18 units	1½" meter and 1½" tap

3. 19 or more units	2" or larger meter and tap
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*A larger or smaller meter and equal tap size may be purchased and installed when approved by the utilities director if the total peak demand flow of the property being served, as calculated by the latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the utilities director for review and approval."

Section 18. Section 102-161.6, Residential water fees within the Mountain Shadows Subdivision, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

"Sec. 102-161.6. Residential water fees within the Mountain Shadows Subdivision.

Fees in this section are set in accordance with existing agreements.

Water fees for serving residential facilities within the Mountain Shadows subdivision are as follows:

- (1) Tapping fee.....\$60.00
- (2) Inspection fee:
 - a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters.....\$45.00
 - b. $1\frac{1}{2}$ ", 2" and larger meters.....\$80.00
- (3) System development charge determined from the following schedule:

Type of residence	Per Unit
a. Single-family	\$23,700.00
b. Duplex	\$17,800.00
c. Multifamily	\$11,900.00

- (4) Meter and tap size determined from the following schedule:*

Type of residence	Meter and Tap Size
a. Single-family	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
b. Duplex with individually connected units	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
Duplex with single service connection	$\frac{3}{4}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
c. Multifamily:	
1. 3—6 units	1" meter and 1" tap
2. 7—18 units	$1\frac{1}{2}$ " meter and $1\frac{1}{2}$ " tap
3. 19 or more units	2" or larger meter and tap

*A larger or smaller meter and equal tap size may be purchased and installed when approved by the utilities director if the total peak demand flow of the property being served, as calculated by the latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the utilities director for review and approval."

Section 19. Section 102-162, Same—Waiver, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-162. Same—Waiver.

The residential water system development charge applicable within the city limits may be waived or reduced only by express city council approval upon a finding and determination by the city council that such waiver or reduction is in the best interest of the city.”

Section 20. Section 102-163, Residential water fees outside city, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-163. Residential water fees outside city.

Water fees for serving residential facilities as defined in sections 102-51 and 102-32, outside the corporate limits of the city, are as follows:

- ((1) Tapping fee\$90.00
- (2) Inspection fee:
 - a. $\frac{5}{8}$ ", $\frac{3}{4}$ ", and 1" meters\$67.50
 - b. 1½" and larger\$120.00
- (3) System development charge determined from the following schedule:

Type of residence	Per Unit
a. Single family	\$75,200.00
b. Duplex	\$56,400.00
c. Multifamily	\$37,600.00

- (4) Meter and tap size determined from the following schedule:*

Type of Residence	Meter and Tap Size
a. Single-family	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
b. Duplex with individually connected units	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
Duplex with single service connection	$\frac{3}{4}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
c. Multifamily:	

1. 3—6 units	1" meter and 1" tap
2. 7—18 units	1½" meter and 1½" tap
3. 19 or more units	2" or larger meter and tap

*A larger or smaller meter and equal tap size may be purchased and installed when approved by the utilities director if the total peak demand flow of the property being served, as calculated by the latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the utilities director for review and approval."

Section 21. Section 102-164, Nonresidential water fees within city, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

"Sec. 102-164. Nonresidential water fees within city.

(a) Water fees for serving nonresidential facilities inside the city are as follows:

- (1) Tapping fee \$60.00
- (2) Inspection fee:
 - a. ⅝", ¾" and 1" meters \$45.00
 - b. 1½" and larger meters \$80.00

(3) System development charge based on the following schedule:

Size of Meter	Meter Capacity Factor	Per Tap
⅝" × ¾"	1.0	\$37,600.00
¾"	1.5	\$56,400.00
1"	2.5	\$94,000.00
1½"	5.0	\$188,000.00
2"	8.0	\$300,800.00
3"	17.5	\$639,200.00
4"	30.0	\$1,128,000.00
6"	62.5	\$2,350,000.00

(b) Water fees for serving irrigated open space inside the city are as follows:

- (1) Tapping fee..... \$60.00
- (2) Inspection fee:
 - a. ⅝" × ¾" and 1" meters..... \$45.00

- b. 1½" and larger meters..... \$80.00
- (3) System development charge based on the following schedule:
 - a. Non-water conserving landscaping at \$6.96 per square foot of irrigated area.
 - b. Water conserving landscaping at \$3.73 per square foot of irrigated area.
- (c) For service connections requiring a water tap and meter size larger than six inches, the determination of the system development charge, based on the total annual water requirement and the water demand characteristics of the property being served, shall be at the sole discretion of the utilities director or their duly authorized representative, consistent with the provisions of this Division 6 of Chapter 102. Any such determination shall be made available to the user for inspection, upon request.

Section 22. Section 102-164.5, Nonresidential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-164.5. Nonresidential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, and the Leyden Ranch Metropolitan District.

Fees in this section are set in accordance with existing agreements.

- (a) Water fees for serving nonresidential facilities within the corporate limits of the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, and the Leyden Ranch Metropolitan District are as follows:
 - (1) Tapping fee \$60.00
 - (2) Inspection fee:
 - a. ⅝", ¾" and 1" meters \$45.00
 - b. 1½", 2" and larger meters \$80.00
 - (3) System development charge based on the following schedule:

Size of Meter	Discount Amount to be applied when Water Supplies were provided	Discount Amount to be applied when funding was provided for existing facilities	Discount Amount to be applied when funding was provided for future facilities

5/8"x 3/4"	\$13,900.00	\$1,000.00	\$2,000.00
3/4"	\$20,850.00	\$1,500.00	\$3,000.00
1"	\$34,750.00	\$2,500.00	\$5,000.00
1 1/2"	\$69,500.00	\$5,000.00	\$10,000.00
2"	\$111,200.00	\$8,000.00	\$16,000.00
3"	\$236,300.00	\$17,000.00	\$34,000.00
4"	\$417,000.00	\$30,000.00	\$60,000.00
6"	\$868,750.00	\$62,500.00	\$125,000.00

(b) Water fees for serving irrigated open space inside the city are as follows:

(1) Tapping fee \$60.00

(2) Inspection fee:

a. 5/8" x 3/4" and 1" meters \$45.00

b. 1 1/2" and larger meters \$80.00

(3) System development charge based on the following schedule, at a per square foot of irrigated area:

Size of Meter	Discounted Amount because Water Supplies were provided	Discounted Amount because funding was provided for existing facilities	Discounted Amount because funding was provided for future facilities
Non-water conserving landscaping	\$4.39	\$6.77	\$6.58
Water conserving landscaping	\$2.35	\$3.63	\$2.25

(c) For service connections requiring a water tap and meter size larger than six inches, the determination of the system development charge, based on the total annual water requirement and the water demand characteristics of the property being served, shall be at the sole discretion of the utilities director or their duly authorized representative, consistent with the provisions of this Article I of Chapter 33. Any such determination shall be made available to the user for inspection, upon request."

Section 23. Section 102-164.6, Nonresidential water fees within the Mountain Shadows Subdivision, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

"Sec. 102-164.6. Nonresidential water fees within the Mountain Shadows Subdivision.

(a) Fees in this section are set in accordance with existing agreements.

(b) Water fees for serving nonresidential facilities within Mountain Shadows subdivision are as follows:

(1) Tapping fee..... \$60.00

(2) Inspection fee:

a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters \$45.00

b. 1½", 2" and larger meters \$80.00

(3) System development charge determined from the following schedule:

Size of Meter	Per Unit
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	\$23,700.00
$\frac{3}{4}$ "	\$35,550.00
1"	\$59,250.00
1½"	\$118,500.00
2"	\$189,600.00
3"	\$402,900.00
4"	\$711,000.00
6"	\$1,481,250.00
Non-water conserving landscaping	\$4.39 per Sq. Ft.
Water conserving landscaping	\$2.35 per Sq. Ft.

(c) For service connections requiring a water tap and meter size larger than six inches, the determination of the system development charge, based on the total annual water requirement and the water demand characteristics of the property being served, shall be at the sole discretion of the utilities director or their duly authorized representative, consistent with the provisions of this division 6 of chapter 102. Any such determination shall be made available to the user for inspection, upon request.”

Section 24. Section 102-165, Same—Waiver, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-165. Same—Waiver.

The water system development charges for commercial, institutional, governmental and industrial uses applicable inside the city limits may be waived or reduced only by express city council approval upon a finding and determination that such waiver or reduction is in the best interest of the city.”

Section 25. Section 102-166, Nonresidential water fees outside city, of Article II, Water and

Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-166. Nonresidential water fees outside city.

(a) Water fees for serving nonresidential facilities outside the city are as follows:

(1) Tapping fee..... \$90.00

(2) Inspection fee:

a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters..... \$67.50

b. 1½" and larger meter..... \$120.00

(3) System development charge based on the following schedule:

Size of Meter	Meter Capacity Factor	Per Tap
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	1.0	\$75,200.00
$\frac{3}{4}$ "	1.5	\$112,800.00
1"	2.5	\$188,000.00
1½"	5.0	\$376,000.00
2"	8.0	\$601,600.00
3"	17.5	\$1,278,400.00
4"	30.0	\$2,256,000.00
6"	62.5	\$4,700,000.00

(b) Water fees for serving irrigated open space outside the city are as follows:

(1) Tapping fee..... \$90.00

(2) Inspection fee:

a. $\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " and 1" meters..... \$67.50

b. 1½" and larger meters..... \$120.00

(3) System development charge based on the following schedule:

a. Non-water conserving landscape at \$13.92 per square foot of irrigated area.

b. Water conserving landscape at \$7.46 per square foot of irrigated area.

(c) For service connections requiring a water tap and meter size larger than six inches, the determination of the system development charge, based on the total annual water requirement and the water demand characteristics of the property being served, shall be at the sole discretion of the utilities director or their duly authorized representative, consistent

with the provisions of this division 6 of chapter 102. Any such determination shall be made available to the user for inspection, upon request.

- (d) The fees paid and collected by virtue of this section shall not be used for general or other governmental propriety purposes of the city and shall be used solely to pay for the cost of water taps for new and existing parks and street medians.”

Section 26. Section 102-168, Residential water fees for parks and street medians, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-168. Residential water fees for parks and street medians.

- (a) All residential water fees collected under section 102-161(3), section 102-161.5(3), section 102-161.6(3), or section 102-163(3) shall be charged an additional amount based on the following schedule:

Type of Residence	Amount per Unit	
	In City	Out of City
a. Single-family	\$1,000.00	\$1,500.00
b. Duplex	\$750.00	\$1,125.00
c. Multifamily	\$500.00	\$750.00

- (b) The fees paid and collected by virtue of this section shall not be used for general or other governmental propriety purposes of the city and shall be used solely to pay for the cost of water taps for new and existing parks and street medians.”

Section 27. Section 102-202, Sewer tap fees—Residential use property, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-202. Sewer system development charges—Residential use property.

Sewer system development charges for serving residential properties are as follows:

- (1) An inspection fee of \$25.00.
- (2) System development charge determined from the following schedule:

Type of Residence	Amount
Single-family	\$10,400.00
Duplex	\$7,280.00
Multifamily	\$7,280.00

- (3) Plus, the Metro Water Recovery (formerly known as Metro Wastewater Reclamation District) connector charge. The city acts as the agent for Metro Water Recovery in collection of a connector charge in accordance with the fee schedule established by

Metro Water Recovery. This charge must be paid prior to the connection of the sewer service line to the city sewer main.

- (4) The sewer tap size required will be determined in accordance with the Uniform Plumbing Code (UPC), as amended and adopted by the city.”

Section 28. Section 102-202.1, Sewer system development charges—Residential use property within the Jefferson Center Metropolitan District, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby added and shall read as follows:

“Sec. 102-202.1. Sewer system development charges—Residential use property within the Jefferson Center Metropolitan District.

Fees in this section are set in accordance with existing agreements.

Sewer system development charges for serving residential properties are as follows:

- (1) An inspection fee of \$25.00.
- (2) System development charge determined from the following schedule:

Type of Residence	Discounted Amount Based on Funding Received for Future Facilities
Single-family	\$10,225.00
Duplex	\$7,157.50
Multifamily	\$7,157.50

- (3) Plus, the Metro Water Recovery (formerly known as Metro Wastewater Reclamation District) connector charge. The city acts as the agent for Metro Water Recovery in collection of a connector charge in accordance with the fee schedule established by Metro Water Recovery. This charge must be paid prior to the connection of the sewer service line to the city sewer main.
- (4) The sewer tap size required will be determined in accordance with the Uniform Plumbing Code (UPC), as amended and adopted by the city.”

Section 29. Section 102-203, Same—Other property, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-203. Sewer system development charges—Nonresidential use property.

Sewer fees serving nonresidential use property are as follows:

- (1) An inspection fee of \$25.00.
- (2) System development charge determined from the following schedule:

Non-residential Sewer Service Tap Size	Number of Single-Family Residential Equivalents	System Development Charge
5/8" x 3/4"	1.0	\$10,400.00
3/4"	1.5	\$15,600.00
1"	2.5	\$26,000.00
1 1/2"	5.0	\$52,000.00
2"	8.0	\$83,200.00
3"	17.0	\$176,800.00
4"	30.0	\$312,000.00
6"	62.5	\$650,000.00

- (3) Plus, the Metro Water Recovery (formerly known as Metro Wastewater Reclamation District) connector charge. The city acts as agent for Metro Water Recovery in collection of a connector charge in accordance with the fee schedule established by Metro Water Recovery. This charge must be paid prior to the connection of the sewer service line to the city sewer main.
- (4) The sewer tap size required will be determined in accordance with the Uniform Plumbing Code (UPC), as amended and adopted by the city.”

Section 30. Section 102-203.1, Sewer system development charges—Nonresidential use property within the Jefferson Center Metropolitan District, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby added and shall read as follows:

“Sec. 102-203.1. Sewer system development charges—Nonresidential use property within the Jefferson Center Metropolitan District.

Fees in this section are set in accordance with existing agreements.

Sewer fees serving nonresidential use property are as follows:

- (1) An inspection fee of \$25.00.
- (2) System development charge determined from the following schedule:

Non-residential Sewer Service Tap Size	Number of Single-Family Residential Equivalents	Discounted Amount Based on Funding Received for Future Facilities
5/8" x 3/4"	1.0	\$10,225.00
3/4"	1.5	\$15,338.00
1"	2.5	\$25,563.00
1 1/2"	5.0	\$51,126.00
2"	8.0	\$81,801.00

3"	17.0	\$173,828.00
4"	30.0	\$306,755.00
6"	62.5	\$639,073.00

- (3) Plus, the Metro Water Recovery (formerly known as Metro Wastewater Reclamation District) connector charge. The city acts as the agent for Metro Water Recovery in collection of a connector charge in accordance with the fee schedule established by Metro Water Recovery. This charge must be paid prior to the connection of the sewer service line to the city sewer main.
- (4) The sewer tap size required will be determined in accordance with the Uniform Plumbing Code (UPC), as amended and adopted by the city.”

Section 31. 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 hereby declares that it would have adopted this ordinance and each part or parts thereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

Section 32. Effective Date. This ordinance shall take effect on January 1, 2023.

INTRODUCED, READ, AND ORDERED PUBLISHED this 3rd day of October, 2022.

PASSED, ADOPTED, AND APPROVED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel Morris, City Attorney

By: _____

Publication Dates: October 6, 2022
October 20, 2022

REDLINE/STRIKOVER VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

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

Sec. 74-91. Water system development charges ~~tap fees~~.

Water system development charges ~~tap fees~~ shall be assessed on the basis of a schedule of fees, adopted by ordinance, and from time-to-time amended by the city. This article may be obtained from the director of utilities ~~public works~~.

Sec. 74-92. Sewer system development charges ~~tap fees~~.

Sewer system development charges ~~tap fees~~ shall be assessed on the basis of a schedule of fees, adopted by ordinance, and from time-to-time amended by the city. This article may be obtained from the director of utilities ~~public works~~.

Sec. 102-32. Definitions.

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

Abandoned tap means a water or sewer tap through which there has been no usage for 15 consecutive years and the property owner evidences in writing or otherwise, the intent to abandon the service connection, or the hearing officer, based on evidence presented at the administrative hearing held in accordance with section 102-67, determines that the water or sewer tap is abandoned by the owner and that water or sewer service should be terminated and disconnected at the city main.

Active connected water or sewer service means that water usage has been recorded through the connection during the last consecutive 12 months and the utility billing account is coded active.

Base usage means the volume of actual water use as determined by the average of the bimonthly amount of water metered to the user during any four-month period between November 1 and April 13 in each 12-month period.

Bathroom facilities means any or all of the following: toilet, bathtub, shower.

Connected sewer service means a single sewer service connection to a city sewer main.

Connected water service means a single service connection to a city water main in which there is a meter serving potable water to a facility or purpose.

Connection means the connection of a service line to a city water or sewer main which, together with appropriate permit and payment of fees, results in service to a permitted premises. The act of making the connection is called "tapping," and the connection is called a "tap."

Distributor and institution class of service means contractual water or sewer service to user-owned and user-maintained water distribution or sewage collection systems in or out of the city through one or more master meters.

Duplex residential facility means a building containing only two attached residential units. A duplex may be considered a multifamily residential facility and shall pay the multifamily residential system development charges ~~tap-fees~~ if the duplex building is part of a larger planned multifamily unit development project, is located within the same lot as other multifamily buildings of three or more units, and the water and sewer user charges and fees for the units will be paid through a homeowners association. The building may have separate water and sewer connections to each unit or have single water and sewer connections that serve both units. If a duplex residential facility is not a part of a larger planned multifamily unit development project, then a duplex residential facility will pay a system development charge ~~tap-fee~~ based on the duplex residential nature of the building. Upon severing the ownership of a one owner duplex residential facility, separate connected water and sewer services shall be installed to each unit. Except as provided in this subsection, duplex units constructed after 1997 shall have separate water and sewer connections from the city mains to each unit.

Golf course class of service means water service to golf courses owned and operated by the city or by the Apex Park and Recreation District ~~North Jeffco Metropolitan Recreation and Park District~~.

Household water means water use by a connected service during any given period for consumption and use of the occupants thereof for any purpose.

Inactive connected water or sewer service means that no water usage has been recorded through the connection during the last consecutive 12 months or more, up to a maximum of 15 consecutive years, and the utility billing account is coded inactive.

Inspection fee means a charge charged by the city to an applicant for a water or sewer permit to reimburse the city's cost of inspecting the service line or meter installation, or both, for compliance with city standard specifications and drawings.

Kitchen facilities mean any or all of the following: sink, range, stove, conventional oven, microwave oven.

Landscaped common area shall mean the landscaped lots or area immediately adjacent to the facilities within a development, owned or maintained, or both by the property owner or the responsible caretaker association, that is irrigated from a common irrigation system that is owned or maintained, or both by the property owner or responsible caretaker association. Open space is not included in landscaped common area.

Main means those city-owned pipes used for distributing water or collecting sewage from users' properties along public streets or other rights-of-way or easements.

Multifamily residential facility means a building containing three or more residential units. The units either have only one connected water service to the building and one or more connected sewer service line to the building, or the units have a separate connected water and sewer service to each unit. Multifamily residential facility includes apartment buildings, condominium buildings, townhouse buildings, and artists lofts or other combination residence/work space in buildings that are primarily residential facilities.

Municipal park class of service means water service to parks owned by the city or by Apex Park and Recreation District ~~North Jeffco Metropolitan Recreation and Park District~~.

Nonresidential class of service means water service to any nonresidential facility and usage qualifying as irrigation, distributor, institutional, municipal park, golf course, special metered construction water, tankload and unmetered, as provided in this article.

Nonresidential facility means any building or other property which does not contain a residential unit. Nonresidential facilities include buildings specifically designed for transient occupancy such as dormitories, motels, hotels, hospitals, and nursing homes, or buildings designed only for commercial, industrial, institutional, or governmental purposes, or other combination nonresidence/living space in buildings that are primarily nonresidential facilities. The term "nonresidential facility" also includes open space, unless the context otherwise excludes it.

Nonwater conserving open space means that open space in which any type of grass and an irrigation system are incorporated in accordance with landscape plans approved by the public works and planning departments of the city.

Open space means both public and private land areas which serve to separate or buffer developed areas from one another or to enhance a developed area by providing landscape, vistas, green belts, or similar amenities within a development. Open space may be native or landscaped, and includes trails, parks, golf courses and recreational areas.

Reactivation charges means charges assessed by the city to a water or sewer user to reimburse the city for costs incurred to turn on the water service and reactivate an inactive connected water or sewer service, including the charges set forth in sections 102-39 and 102-67.

Residential class of service means water service to a facility used solely as a residence containing one or more residential units inclusive of single-family, duplex and multifamily residential facilities, mobile homes and any other structure in which one or more persons reside.

Residential facility means any building used solely as a residence containing one or more residential units.

Residential unit means a room or group of rooms which includes kitchen and bathroom facilities and in which one or more persons could reasonably reside on a permanent and nontransient basis.

Senior citizen designated unit means a unit in a multifamily residential facility that is governmentally or privately sponsored and built for occupancy by solely elderly households where the head of each household is 62 years old or older.

Service charge means a fixed charge for water or sewer service, regardless of the volume of usage.

Service line means all pipes, fittings, and appurtenances for conveying water from the city water system main to the plumbing or fire protection system of a unit or conveying wastewater from a unit to the city sewer system main.

Single family residential equivalent (SFRE) means the volume of water or sewer capacity required for a single family facility.

Single-family residential facility means a residential unit that is located in a separate building and that has both kitchen and bathroom facilities, a connected water service, and a connected sewer service to the building.

Special hydrant metered construction water means water delivered from a city hydrant to a user that has obtained a hydrant permit and paid the appropriate fees to use a specific fire hydrant equipped with a meter.

Stub-in means a connection made for the purpose of installing service lines prior to the paving of streets. Such a connection shall include fittings necessary to extend the service line to the property line, but no meter has been set.

System development charge Tap fee means a one time charge assessed to an applicant for a permit to take water from the city water system or to discharge sewage into the city sewer system. To the extent agreements entered into by the city prior to January 1, 2023, refer to “tap fees” or “tap fee,” those phrases will be interpreted to mean “system development charges” or “system development charge.” To the extent agreements entered into by the city prior to January 1, 2023, refer to “water tap fees” or “water tap fee,” those phrases will be interpreted to mean “water system development charges” or “water system development charge.” To the extent agreements entered into by the city prior to January 1, 2023, refer to “sewer tap fees” or “sewer tap fee,” those phrases will be interpreted to mean “sewer system development charges” or “sewer system development charge.”

System development charge credit Tap fee credit means a dollar amount credited toward the purchase of a new water or sewer tap connection, based upon the previous existence of a water or sewer tap serving the same property, or based on prior payment of a system development charge which has expired as described in section 102-34.

Tapping fee means a charge assessed to a service applicant to reimburse city costs for making the connection to a city water or sewer main.

Terminated tap means a water or sewer tap that has been declared abandoned and disconnected from the city main.

Townhouse residential facility means a residential unit in a multifamily residential facility that contains three or more such attached units, each of which has either individually connected water and sewer service lines to each unit, or interconnected water service lines and interconnected sewer service lines to the building.

Usage charge means a charge based on a water or sewer usage rate.

Usage rate means a price per 1,000 gallons of water used from the city water system or the volume of sewage discharged into the city sewer system.

User means the person receiving water service or sewer service at a property or building, and includes but is not limited to the property owner, lessee, tenant, or any occupant of the property or building.

User charges mean periodic charges, according to customer classification, for water or sewer service which include a service charge plus a usage charge.

Water conserving open space means that open space in which nongrass vegetation and an irrigation system are incorporated in accordance with landscape plans approved by the public works and planning departments of the city.

Water or sewer permit means an invoice for a water or sewer tap that has been certified as paid by the director of utilities or designee thereof.

Water service shut-off means the action taken by the city to turn off the connected water service to a property being served upon the specific request of the user, or by the city for the user's nonpayment of a water or sewer bill.

Sec. 102-33. Occupancy prohibited and connections required.

- (a) It is unlawful for any person to use or occupy any building in the city unless such building has a system of pipes to provide water and to remove sewage as required by the uniform building and plumbing codes of the city.
- (b) It is unlawful for any person to use, excavate, connect to, open, alter, or otherwise disturb any city water or sewer main.
- (c) Each building to which water or sewer service, or both, are required shall have its own connected water and sewer services, except as otherwise determined by the city or as provided in subsections (d) and (e) of this section.

- (d) Except as provided in subsection (e) of this section or in section 102-75(a), nonresidential facilities that are located on the same lot, and are owned by only one party may be served through a single water tap, service line and meter, and a single sewer tap and service line. In the event the lot is subdivided and the facilities are no longer located within the same lot, separate water and sewer connections shall be made to each facility. Additional system development charges ~~tap fees~~ may be required in accordance with section 102-64.
- (e) When the construction of a building takes place in phases, the size of the existing water and sewer taps and respective service lines shall be reevaluated after the initial phase of construction. Before construction of each phase that is undertaken after the initial phase, the property owner shall submit to the city calculations from which the proper tap and service line sizes can be determined. If the city determines that a larger tap or service line, or both, are required by virtue of the new phase of construction, the computation of any additional system development charges ~~fees~~ due to the city shall be done in accordance with section 102-64.

Sec. 102-34. Application for service and payment of fees.

- (a) Tapping and inspection fees are due at the time the invoice for a water or sewer stub-in is issued by the department of utilities.
- (b) No water or sewer tap will be authorized by the city for new construction or remodeling without valid building or other applicable permits issued by the building inspection division and certified by the department of utilities.
- (c) Water and sewer system development charges ~~tap fees~~ for all classes of residential and nonresidential buildings within the city, plus a prorated portion of the water system development charge ~~tap fee~~ for irrigation of open space when applicable, shall be paid at the time of building permit issuance. If the building permit expires, then the system development charges which have been paid will also expire and will be credited toward payment of the new required system development charges, as a system development credit. may be paid upon presentation of a valid building permit accompanied by written proof satisfactory to the utilities manager that the concrete pour that completes the building foundation has been finished, but no later than the time the temporary certificate of occupancy or a certificate of occupancy is issued by the building inspection division. The system development charges ~~tap fees~~ to be paid are those in existence at the time payment is made. ~~If paid at the time the temporary certificate of occupancy or certificate of occupancy is issued, fees~~ System development charges will be paid to the city by one of the following methods: (1) cash, (2) wire transfer with confirmed receipt by the city's bank, (3) cashier's check issued by an institution, (4) official check issued by a financial institution, or (5) a check certified by a financial institution. ~~An irrigation tap can be used only for irrigation purposes.~~ If system development charges ~~tap fees~~ are paid by some other type of check, the check must clear the bank before a temporary certificate of occupancy or a certificate of occupancy is issued for a building. An irrigation tap can be used only for irrigation purposes.

- (d) If water for construction purposes is to be obtained from the service line to the property before the building is connected to the city main, then the water meter must be purchased and set prior to obtaining water through the stub-in. Water used during construction and prior to temporary or permanent occupancy will be metered and charges for construction water will be based upon the rate schedule as provided for in sections 102-170 through 102-174. It shall be unlawful for any person to install or to use any water from a straight-through pipe at any meter pit or vault.
- (e) The city will not issue either a temporary certificate of occupancy or certificate of occupancy until all water and sewer fees, including construction water charges, are paid. Model homes or show homes are included in this requirement.
- (f) No water or sewer tap will be authorized for existing buildings and properties until the customer classification is verified by the department of utilities and all requirements of this Code have been met. System development charges ~~Tap fees~~ for existing buildings and properties must be paid by one of the methods in subsection (c) of this section before a general public improvement permit is issued by the engineering division. If paid by some other type of check, the check must clear the bank before a general public improvement permit is issued by the engineering division.
- (g) The interconnected water service lines to adjacent units in the same townhouse residential facility shall be equipped with curb stop valves and installed in common areas of the facility that are owned and maintained by the homeowner's association. Irrigation water for the townhouse residential facility with interconnected water service lines to the units may be connected after the single water meter to the building.

Sec. 102-35. Connection to the city water system of property owners using shallow groundwater for their drinking water supply.

Property owners using shallow groundwater for their drinking water supply may connect to the city water supply system under the following circumstances:

- (1) The property and water use is located within the municipal boundaries of the city as of January 1, 1998. A property that annexes after January 1, 1998 is not eligible to utilize this provision.
- (2) An occupied residential unit has been in existence prior to January 1, 1998 and the sole source of water for the unit is from an existing shallow (less than 60 feet deep) groundwater well. The existing water supply must be:
 - a. Contaminated and not suitable as a drinking water supply under the Colorado Department of Public Health and Environment rules and regulations; or
 - b. Physically no longer adequate for domestic use.

- (3) All connection costs including the meter, meter pit, plumbing, tapping fees, inspections, main extension, etc., shall be borne by the property owner. The connection work shall be in compliance with the engineering specifications and building regulations of the city.
- (4) The cost of the water tap may be deferred until the ownership of the property changes. When the property ownership changes the cost of the tap shall be due and payable immediately. The cost of the tap shall be determined in accordance with the system development charges tap fees in effect at the time payment is made.
- (5) The property owner shall be responsible for the payment of the monthly service and rate charges associated with the delivery of treated water through the city water system. All ordinance provisions regarding the payment for water received through the city system shall remain in full force.
- (6) In the event the water system development charge tap fee is not paid, collection of said fee may be pursued pursuant to the provisions of chapter 59 entitled "municipal liens." If the property becomes vacant before system development charges tap fees have been paid, the tap will be disconnected and not eligible for any system development charge tap fee credits for future development.

Sec. 102-36. System development charge Tap fee proceeds.

For purposes of accounting and auditing of funds of the city, it is hereby declared that all system development charge tap fee proceeds, which are collected by the city upon connection to municipal water and sewer are treated as revenue and not as contributed capital.

Sec. 102-39. Application of charges.

Water user and sewer user charges are applied to all properties at present rates commencing at the time the system development charges tap fees are paid and for so long thereafter as the service lines to such properties are intact and serve the property, regardless of whether or not the property is occupied or the utility service is used.

“Sec. 102-40. Property owners responsible for charges.

Owners of properties are responsible for payment of all system development charges tap fees, assessments, costs of materials, and other fees and user charges set forth in this article. Billings to users may be by address only, and the fact that the person receiving the service may not be identified thereon by name does not preclude collection of the charge from the owner. After notice and opportunity to be heard, water service may be shut-off by the city at any time that water or sewer fees, rates, charges, or penalties are not paid or for any other violations of this article. Property owner shall be responsible for all charges assessed pursuant to section 102-37.”

Sec. 102-43. Fees and user charges not to affect bond ordinances.

System development charges ~~Tap-fees~~ and user charges established in this article do not supersede those established by existing bond ordinances wherein such fees and charges are established. Nothing herein contained shall void or otherwise make unenforceable any surcharges established by prior ordinances, nor restrict the future adoption of ordinances establishing surcharges where applicable.

Sec. 102-61. Water meters; generally.

- (i) Water service lines to all residential dwellings for fire protection will be metered. The owner will furnish engineering calculations to the department of utilities substantiating the fire flow and domestic flow requirements. The system development charge ~~tap-fee~~ will be based on the domestic flow requirement and not the fire flow requirement. The meter will be installed as previously set forth in this section. The fire line will be installed as required in the Engineering Code of Standards and Specifications, as amended.

Sec. 102-64. Replacement, enlargement and elimination of taps.

In the event a service connection to a premises must be enlarged or replaced, the department of utilities will calculate and charge an amount equal to the difference, if any, between the system development charge ~~tap-fee~~ for the enlarged or replaced tap and the system development charge ~~tap-fee~~ for the existing service, based on the system development charges ~~tap-fees~~ in effect at the time the tap is enlarged or replaced. Such credit will be allowed only to the premises upon which the disconnected service connection was installed. Credit will not be allowed unless the enlarged or replacement connection is permitted to serve a property which includes all of the area or which is entirely contained within the area described in the original permit; otherwise, there will be no credit to the user for any reason.

Sec. 102-65. Consolidation of taps and credits.

- (a) When it is desired to eliminate or relocate two or more existing connections within a subdivision or public development project, the following will govern the transfer of the system development charge ~~tap-fee~~ credits:
 - (1) System development charge ~~Tap-fee~~ credits for existing service connections that are located within a subdivision or public development project may be transferred anywhere within that subdivision or project, provided that both tracts or lots are owned by one party, and further provided service connections are eligible for service. Subdivision, for purposes of this section, is defined as set forth in the Land Development Code.
 - (2) Calculation of the system development charge ~~tap-fee~~ credits available for application toward any new service connection shall be based on the meter capacity factor as set forth in section 102-79. The inactivation and termination of water and sewer service as set forth in section 102-67 shall apply. Residential properties granted a meter and equal tap size greater than the standard size recommended in section 102-161(4) will be valued for credit at the standard size for the type of residence.

- (b) This section is intended to discourage the sale or transfer of system development charge tap fee credits beyond the immediate subdivision or public development project in which the taps are located.

Sec. 102-67. Inactivation and termination of water and sewer services.

- (a) Water service may be inactivated by the city upon the request of the owner, providing the property is not occupied and the turn-off fee is paid.
- (b) Connected water or sewer service may be inactive for a period not exceeding 15 consecutive years. During the inactive period, the meter will be removed from the water service connection and there will be no water flow to the property for any purpose, nor any discharge to the sewer. However, the user will continue to pay the service charge, as amended from time-to-time, through the first five consecutive years of no water usage, with the exception in section 102-37(d).
- (c) During the fifth consecutive year of an inactive connected water or sewer service, the city will notify the property owner by certified mail, return receipt requested, that the value of the water or sewer tap will depreciate beginning the first month of the sixth consecutive year of no water usage and will continue to depreciate monthly thereafter at the rate of 1/120th of the then current system development charge tap fee for each additional month of consecutive no water usage through the next 120 months or ten years. The property owner will also be notified in the same letter about the administrative hearing regarding the status of the water or sewer tap as described in subsection (g) of this section.
- (d) During the fifth consecutive year of no water usage, the city shall also file and record with the county clerk and recorder, a service lien which describes that the water or sewer service connection to the property is inactive and payment of reactivation charges are due to the city prior to water turn-on and that the city's department of utilities must be consulted.
- (e) During the 16th year of an inactive connected water or sewer service and based on the administrative hearing officer's determination that the water or sewer tap is abandoned, the water or sewer tap will be terminated. A new water or sewer permit will be required to provide connected water or sewer service to the property in the future.
- (f) An inactive connected water or sewer service may be reactivated by the city at the user's request provided the following payments are made to the city in cash or by cashier's check.
 - (1) All water and sewer charges due against the property including delinquent user charges and service charges accumulated during only the first five years the connected water or sewer service was inactive, and disconnection costs, if incurred;
 - (2) Other costs for reactivation of the connected water or sewer service, if incurred;

- (3) A pro-rated city water or sewer system development charge tap-fee, based on the number of months of no water usage, not to exceed 180 months or 15 years. To calculate the pro-rated water or sewer system development charge tap-fee, the total number of months of no water usage beginning with the 61st month shall be divided by 120, and the resulting fraction shall be multiplied by the water or sewer system development charge tap-fee in effect on the date of reactivation. No pro-rated system development charge tap-fee will be assessed for an inactive period less than 60 consecutive months or five years. No service charges will be assessed for a connected water or sewer service after the fifth consecutive year of no water usage. For a connected service which has not been used for 15 years or more, the full water or sewer system development charge tap-fee in effect on the date of reactivation, shall be paid; and
- (4) The applicable Metro Water Recovery metro-wastewater reclamation district's sewer connection charge in effect at the time of the sewer tap reactivation.
- (g) Prior to a determination that a water or sewer tap was inactive for a period of five consecutive years or more on or before January 1, 1996, and thereafter, pursuant to subsections (c) and (d) of this section or pursuant to any other section of the Code, the property owner shall be provided an administrative hearing held in accordance with section 2-171 et seq. The hearing officer may determine, based upon the evidence presented at such administrative hearing, that a water or sewer tap should not be terminated upon the payment by the property owner of any fee, charge, or cost identified in subsections (f)(1)—(4) of this section.

Sec. 102-75. Separation of properties.

- (a) Where two or more properties are owned by one party, either separated by a common wall or separate buildings, and are served through one connection and service line, upon severing of ownership of the property, each property severed is then required to be served by a separate service connection.
- (b) All costs for the new water and sewer service will be the responsibility of the new owner. The system development charges tap-fees will not be waived, but previously paid system development charges fees will be credited to those in effect at the time of separation.
- (c) This section does not apply to multifamily developments where an association of homeowners acts as an agent for the payment of bills and maintenance responsibilities for the owners so long as the association carries out all responsibilities of ownership in a timely manner.

Sec. 102-161. Residential water fees within city.

Water fees for serving residential facilities within the corporate limits of the city are as follows:

(1) Tapping fee..... \$60.00

(2) Inspection fee: ~~.....~~

a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters.....~~\$~~45.00

b. 1½" and larger meters.....~~\$~~80.00

(3) System development charge ~~Tap fee~~ determined from the following schedule:

Type of residence	Per Unit
a. Single-family	\$19,275.00 \$37,600.00
b. Duplex	\$14,460.00 \$28,200.00
c. Multifamily	\$-9,640.00 \$18,800.00

(4) Meter and tap size determined from the following schedule:*

Type of Residence	Meter and Tap Size
a. Single-family	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
b. Duplex with individually connected units	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
Duplex with single service connection	$\frac{3}{4}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
c. Multifamily:	
1. 3—6 units	1" meter and 1" tap
2. 7—18 units	1½" meter and 1½" tap
3. 19 or more units	2" or larger meter and tap

*A larger or smaller meter and equal tap size may be purchased and installed when approved by the Utilities Director if the total peak demand flow of the property being served, as calculated by the latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the Utilities Director for review and approval.

Sec. 102-161.5. Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, and the Leyden Ranch Metropolitan District ~~, and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1.~~

Fees in this section are set in accordance with existing agreements.

~~Pursuant to the Intergovernmental Agreement approved on April 4, 2005, by Ordinance 3943, the Jefferson Center Metropolitan District is responsible for the procurement of water supplies and the construction of major water infrastructure within the District boundaries. The~~

~~city is not to charge the Jefferson Center Metropolitan District the initial capital cost of water rights or facilities conveyed at no cost to the city by the district.~~

~~Pursuant to the Annexation Agreement approved on August 1, 2011, by Ordinance 4278, the Leyden Rock Metropolitan District is to provide water supplies at no cost to the city for the properties within the district boundaries. The city is not to charge the Leyden Rock Metropolitan District the initial capital cost of water rights conveyed at no cost to the city by the district.~~

~~Pursuant to the Annexation Agreement approved on March 19, 2012, by Ordinance 4321, the Leyden Ranch Metropolitan District is to provide water supplies at no cost to the city for the properties within the district boundaries. The city is not to charge the Leyden Ranch Metropolitan District the initial capital cost of water rights conveyed at no cost to the city by the district.~~

~~Pursuant to a March 17, 2014 amendment to the May 2005 Intergovernmental Agreement with Jefferson Center Metropolitan District No. 2, the credits for the installation of major water infrastructure and the credits for the purchase of water rights have been blended into a uniform tap fee schedule for all properties within Candelas Filings 2, 3, 4, and designated properties in Candelas Filing 1.~~

Water fees for serving residential facilities within the corporate limits of the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, and the Leyden Ranch Metropolitan District ~~and Candelas Filings 1, 2, 3, and 4~~ are as follows:

- (1) Tapping fee\$60.00
- (2) Inspection fee:
- a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters\$45.00
- b. 1½", 2" and larger meters\$80.00
- (3) System development charge Tap fee determined from the following schedule:

	<u>Discount Amount to be applied when Water Supplies were provided</u>	<u>Discount Amount to be applied when funding was provided for existing facilities</u>	<u>Discount Amount to be applied when funding was provided for future facilities</u>
d. Single-family	\$13,900.00	\$1,000.00	\$2,000.00
e. Duplex	\$10,400.00	\$700.00	\$1,500.00
f. Multifamily	\$6,900.00	\$500.00	\$1,000.00

Type of residence	When no facilities or water supplies have been provided	When facilities only have been provided	When water supplies only have been provided	When facilities and water supplies have been provided	Candelas Uniform Tap Fee
a. Single-family	\$19,275	\$14,840	\$7,325	\$2,890	\$11,640
b. Duplex	\$14,460	\$11,140	\$5,490	\$2,170	\$8,730
c. Multifamily	\$9,640	\$7,430	\$3,660	\$1,450	\$5,820

(4) Meter and tap size determined from the following schedule:*

Type of residence	Meter and Tap Size
a. Single-family	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
b. Duplex with individually connected units	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
Duplex with single service connection	$\frac{3}{4}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
c. Multifamily:	
1. 3—6 units	1" meter and 1" tap
2. 7—18 units	1½" meter and 1½" tap
3. 19 or more units	2" or larger meter and tap

*A larger or smaller meter and equal tap size may be purchased and installed when approved by the utilities director if the total peak demand flow of the property being served, as calculated by the latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the utilities director for review and approval.

~~(5) —Water Surcharge Fee for Leyden Rock Metropolitan District. Pursuant to the Annexation Agreement approved on August 1, 2011, by Ordinance 4278, the Leyden Rock Metropolitan District is to pay a per-unit water surcharge on the first 850 single family units constructed. Said water surcharge is in addition to the water fees listed above.~~

Sec. 102-161.6. Residential water fees within the Mountain Shadows Subdivision.

Fees in this section are set in accordance with existing agreements.

~~On August 11, 2003 under Resolution 03-105, the City approved an agreement with the Consolidated Mutual Water Company whereby the City may purchase shares of stock in the Consolidated Mutual Water Company for the purpose of acquiring additional water supplies. These water supplies are for the purpose of securing a water supply for the properties within the Mountain Shadows subdivision. Under the terms of the Annexation Agreement, Ordinances 3865 and 3866, the property owners will:~~

- (1) ~~Pay to the city the current Consolidated Mutual Water District selling price of capital stock for each share required for each water tap;~~
- (2) ~~Pay to the city the in-city water tap fee, with a credit given for water supplies that are being supplied via the Consolidated Mutual Water District.~~

Water fees for serving residential facilities within the Mountain Shadows subdivision are as follows:

- (1) Tapping fee.....\$60.00
- (2) Inspection fee:
- a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters.....\$45.00
- b. $1\frac{1}{2}$ ", 2" and larger meters.....\$80.00
- (3) System development charge Tap fee determined from the following schedule:

Type of residence	Per Unit
a. Single-family	\$23,700.00 \$7,325 plus the Consolidated Mutual Water District selling price of capital stock for each share required for each water tap
b. Duplex	\$17,800.00 \$5,490 plus the Consolidated Mutual Water District selling price of capital stock for each share required for each water tap
c. Multifamily	\$11,900.00 \$3,660 plus the Consolidated Mutual Water District selling price of capital stock for each share required for each water tap

- (4) Meter and tap size determined from the following schedule:*

Type of residence	Meter and Tap Size
a. Single-family	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
b. Duplex with individually connected units	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
Duplex with single service connection	$\frac{3}{4}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
c. Multifamily:	
1. 3—6 units	1" meter and 1" tap
2. 7—18 units	$1\frac{1}{2}$ " meter and $1\frac{1}{2}$ " tap
3. 19 or more units	2" or larger meter and tap

*A larger or smaller meter and equal tap size may be purchased and installed when approved by the utilities director if the total peak demand flow of the property being served, as calculated by the latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the utilities director for review and approval.

Sec. 102-162. Same—Waiver.

The residential water ~~system development charge tap fees~~ applicable within the city limits may be waived or reduced only by express city council approval upon a finding and determination by the city council that such waiver or reduction is in the best interest of the city.

Sec. 102-163. Residential water fees outside city.

Water fees for serving residential facilities as defined in sections 102-51 and 102-32, outside the corporate limits of the city, are as follows:

- (1) Tapping fee\$90.00
- (2) Inspection fee:
 - a. $\frac{5}{8}$ ", $\frac{3}{4}$ ", and 1" meters\$67.50
 - b. 1½" and larger\$120.00
- (3) ~~System development charge Tap fee~~ determined from the following schedule:

Type of residence	Per Unit
a. Single family	\$75,200.00 \$38,550
b. Duplex	\$56,400.00 \$28,920
c. Multifamily	\$37,600.00 \$19,280

- (4) Meter and tap size determined from the following schedule:*

Type of Residence	Meter and Tap Size
a. Single-family	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
b. Duplex with individually connected units	$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
Duplex with single service connection	$\frac{3}{4}$ " $\times$ $\frac{3}{4}$ " meter and $\frac{3}{4}$ " tap
c. Multifamily:	
1. 3—6 units	1" meter and 1" tap
2. 7—18 units	1½" meter and 1½" tap
3. 19 or more units	2" or larger meter and tap

*A larger or smaller meter and equal tap size may be purchased and installed when approved by the utilities director if the total peak demand flow of the property being served, as calculated by the latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the utilities director for review and approval.

Sec. 102-164. Nonresidential water fees within city.

(a) Water fees for serving nonresidential facilities inside the city are as follows:

(1) Tapping fee \$60.00

(2) Inspection fee:

a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters ~~\$~~45.00

b. 1½" and larger meters ~~\$~~80.00

(3) System development charge ~~Tap fee~~ based on the following schedule:

Size of Meter	Meter Capacity Factor	Per Tap	
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	1.0	\$37,600.00	\$19,275
$\frac{3}{4}$ "	1.5	\$56,400.00	\$28,910
1"	2.5	\$94,000.00	\$48,190
1½"	5.0	\$188,000.00	\$96,380
2"	8.0	\$300,800.00	\$154,200
3"	17.5	\$639,200.00	\$327,680
4"	30.0	\$1,128,000.00	\$578,250
6"	62.5	\$2,350,000.00	\$1,204,690

(b) Water fees for serving irrigated open space inside the city are as follows:

(1) Tapping fee..... \$60.00

(2) Inspection fee:

a. $\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " and 1" meters..... ~~\$~~45.00

b. 1½" and larger meters..... ~~\$~~80.00

(3) System development charge ~~Tap fee~~ based on the following schedule:

a. Non-water conserving landscaping at ~~\$6.96~~ ~~\$1.48~~ per square foot of irrigated area.

b. Water conserving landscaping at ~~\$3.73~~ ~~\$0.74~~ per square foot of irrigated area.

(c) For service connections requiring a water tap and meter size larger than six inches, the determination of the system development charge ~~tap fee~~, based on the total annual water requirement and the water demand characteristics of the property being served, shall be at the sole discretion of the utilities director or ~~their~~ ~~his~~ duly authorized representative, consistent with the provisions of this Division 6 of Chapter 102. Any such determination shall be made available to the user for inspection, upon request.

Sec. 102-164.5. Nonresidential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, and the Leyden Ranch Metropolitan District, ~~and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1.~~

Fees in this section are set in accordance with existing agreements.

~~Pursuant to the Intergovernmental Agreement approved on April 4, 2005, by Ordinance 3943, the Jefferson Center Metropolitan District is responsible for the procurement of water supplies and the construction of major water infrastructure within the district boundaries. The city is not to charge the Jefferson Center Metropolitan District the initial capital cost of water rights or facilities conveyed at no cost to the city by the district.~~

~~Pursuant to the Annexation Agreement approved on August 1, 2011, by Ordinance 4278, the Leyden Rock Metropolitan District is to provide water supplies at no cost to the city for the properties within the district boundaries. The city is not to charge the Leyden Rock Metropolitan District the initial capital cost of water rights conveyed at no cost to the city by the district.~~

~~Pursuant to the Annexation Agreement approved on March 19, 2012, by Ordinance 4321, the Leyden Ranch Metropolitan District is to provide water supplies at no cost to the city for the properties within the district boundaries. The city is not to charge the Leyden Ranch Metropolitan District the initial capital cost of water rights conveyed at no cost to the city by the district.~~

~~Pursuant to a March 17, 2014 amendment to the May 2005 Intergovernmental Agreement with Jefferson Center Metropolitan District No. 2, the credits for the installation of major water infrastructure and the credits for the purchase of water rights have been blended into a uniform tap fee schedule for all properties within Candelas Filings 2, 3, 4, and designated properties in Candelas Filing 1.~~

(a) Water fees for serving nonresidential facilities within the corporate limits of the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, and the Leyden Ranch Metropolitan District, ~~and Candelas Filings 1, 2, 3, and 4~~ are as follows:

(1) Tapping fee \$60.00

(2) Inspection fee:

a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters ~~\$~~45.00

b. 1½", 2" and larger meters ~~\$~~80.00

(3) System development charge Tap fee based on the following schedule:

<u>Size of Meter</u>	<u>Discount Amount to be applied when Water Supplies were provided</u>	<u>Discount Amount to be applied when funding was provided for existing facilities</u>	<u>Discount Amount to be applied when funding was provided for future facilities</u>
<u>5/8"x 3/4"</u>	<u>\$13,900.00</u>	<u>\$1,000.00</u>	<u>\$2,000.00</u>
<u>3/4"</u>	<u>\$20,850.00</u>	<u>\$1,500.00</u>	<u>\$3,000.00</u>
<u>1"</u>	<u>\$34,750.00</u>	<u>\$2,500.00</u>	<u>\$5,000.00</u>
<u>1 1/2"</u>	<u>\$69,500.00</u>	<u>\$5,000.00</u>	<u>\$10,000.00</u>
<u>2"</u>	<u>\$111,200.00</u>	<u>\$8,000.00</u>	<u>\$16,000.00</u>
<u>3"</u>	<u>\$236,300.00</u>	<u>\$17,000.00</u>	<u>\$34,000.00</u>
<u>4"</u>	<u>\$417,000.00</u>	<u>\$30,000.00</u>	<u>\$60,000.00</u>
<u>6"</u>	<u>\$868,750.00</u>	<u>\$62,500.00</u>	<u>\$125,000.00</u>

<u>Size of Meter</u>	<u>When no facilities or water supplies have been provided</u>	<u>When facilities only have been provided</u>	<u>When water supplies only have been provided</u>	<u>When facilities and water supplies have been provided</u>	<u>Candelas Uniform Tap Fee</u>
<u>5/8" x 3/4"</u>	<u>\$—19,275</u>	<u>\$—14,840</u>	<u>\$—7,325</u>	<u>\$—2,890</u>	<u>\$—11,640</u>
<u>3/4"</u>	<u>\$—28,019</u>	<u>—\$22,260</u>	<u>\$—10,990</u>	<u>\$—4,340</u>	<u>\$—17,460</u>
<u>1"</u>	<u>\$—48,190</u>	<u>\$—37,110</u>	<u>\$—18,310</u>	<u>\$—7,230</u>	<u>\$—29,100</u>
<u>1 1/2"</u>	<u>\$—96,380</u>	<u>\$—74,220</u>	<u>\$—36,620</u>	<u>\$—14,460</u>	<u>\$—58,200</u>
<u>2"</u>	<u>\$—154,200</u>	<u>\$118,730</u>	<u>\$—58,600</u>	<u>\$—23,130</u>	<u>\$—93,120</u>
<u>3"</u>	<u>\$—327,680</u>	<u>\$252,310</u>	<u>\$124,520</u>	<u>\$—49,150</u>	<u>\$197,880</u>
<u>4"</u>	<u>\$—578,250</u>	<u>\$445,260</u>	<u>\$219,730</u>	<u>\$86,740</u>	<u>\$349,200</u>
<u>6"</u>	<u>\$1,204,690</u>	<u>\$927,610</u>	<u>\$457,780</u>	<u>\$180,700</u>	<u>\$727,500</u>

(b) Water fees for serving irrigated open space inside the city are as follows:

(1) Tapping fee \$60.00

(2) Inspection fee:

a. 5/8" x 3/4" and 1" meters \$45.00

b. 1 1/2" and larger meters \$80.00

(3) System development charge Tap-fee based on the following schedule, at a per square foot of irrigated area:

<u>Size of Meter</u>	<u>Discounted Amount because</u>	<u>Discounted Amount because</u>	<u>Discounted Amount because</u>
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	<u>Water Supplies were provided</u>	<u>funding was provided for existing facilities</u>	<u>funding was provided for future facilities</u>
<u>Non-water conserving landscaping</u>	<u>\$4.39</u>	<u>\$6.77</u>	<u>\$6.58</u>
<u>Water conserving landscaping</u>	<u>\$2.35</u>	<u>\$3.63</u>	<u>\$2.25</u>

	When no facilities or water supplies have been provided	When facilities only have been provided	When water supplies only have been provided	When facilities and water supplies have been provided	Candelas Uniform Tap Fee
Non-water conserving landscaping	\$1.48	\$1.14	\$0.56	\$0.22	\$0.86
Water conserving landscaping	\$0.74	\$0.57	\$0.28	\$0.11	\$0.43

- (c) For service connections requiring a water tap and meter size larger than six inches, the determination of the system development charge tap fee, based on the total annual water requirement and the water demand characteristics of the property being served, shall be at the sole discretion of the utilities director or their ~~his~~ duly authorized representative, consistent with the provisions of this Article I of Chapter 33. Any such determination shall be made available to the user for inspection, upon request.

Sec. 102-164.6. Nonresidential water fees within the Mountain Shadows Subdivision.

(a) Fees in this section are set in accordance with existing agreements.

~~(a) On August 11, 2003 under Resolution 03-105, the city approved an agreement with the Consolidated Mutual Water Company whereby the city may purchase shares of stock in the Consolidated Mutual Water Company for the purpose of acquiring additional water supplies. These water supplies are for the purpose of securing a water supply for the properties within the Mountain Shadows subdivision. Under the terms of the Annexation Agreement, Ordinances 3865 and 3866, the property owners will:~~

~~(1) Pay to the city the current Consolidated Mutual Water District selling price of capital stock for each share required for each water tap;~~

~~(2) Pay the in-city water tap fee, with a credit given for water supplies that are being supplied in-city via the Consolidated Mutual Water District.~~

(b) Water fees for serving nonresidential facilities within Mountain Shadows subdivision are as follows:

(1) Tapping fee..... \$60.00

(2) Inspection fee:

a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters \$45.00

b. $1\frac{1}{2}$ ", 2" and larger meters \$80.00

(3) System development charge Tap fee determined from the following schedule:

Size of Meter	Per Unit	Per Water Tap
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	\$23,700.00 \$7,325	Plus the current Consolidated Mutual Water District selling price of capital stock for each share required for each water tap
$\frac{3}{4}$ "	\$35,550.00 \$10,990	
1"	\$59,250.00 \$18,310	
$1\frac{1}{2}$ "	\$118,500.00 \$36,620	
2"	\$189,600.00 \$58,600	
3"	\$402,900.00 \$124,520	
4"	\$711,000.00 \$219,730	
6"	\$1,481,250.00 \$457,780	
Non-water conserving landscaping	\$4.39 \$0.56 per Sq. Ft.	
Water conserving landscaping	\$2.35 \$0.28 per Sq. Ft.	

(c) For service connections requiring a water tap and meter size larger than six inches, the determination of the system development charge tap fee, based on the total annual water requirement and the water demand characteristics of the property being served, shall be at the sole discretion of the utilities director or their ~~his~~ duly authorized representative, consistent with the provisions of this division 6 of chapter 102. Any such determination shall be made available to the user for inspection, upon request.

Sec. 102-165. Same—Waiver.

The water system development charges tap fees for commercial, institutional, governmental and industrial uses applicable inside the city limits may be waived or reduced only by express city council approval upon a finding and determination that such waiver or reduction is in the best interest of the city.

Sec. 102-166. Nonresidential water fees outside city.

(a) Water fees for serving nonresidential facilities outside the city are as follows:

(1) Tapping fee..... \$90.00

(2) Inspection fee:

a. $\frac{5}{8}$ ", $\frac{3}{4}$ " and 1" meters..... ~~\$~~67.50

b. 1½" and larger meter..... ~~\$~~120.00

(3) System development charge ~~Tap fee~~ based on the following schedule:

Size of Meter	Meter Capacity Factor	Per Tap
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	1.0	\$75,200.00 \$38,550
$\frac{3}{4}$ "	1.5	\$112,800.00 \$57,820
1"	2.5	\$188,000.00 \$96,380
1½"	5.0	\$376,000.00 \$192,760
2"	8.0	\$601,600.00 \$308,400
3"	17.5	\$1,278,400.00 \$655,360
4"	30.0	\$2,256,000.00 \$1,156,500
6"	62.5	\$4,700,000.00 \$2,409,380

(b) Water fees for serving irrigated open space outside the city are as follows:

(1) Tapping fee..... \$90.00

(2) Inspection fee:

a. $\frac{5}{8}$ " $\times$ $\frac{3}{4}$ " and 1" meters..... ~~\$~~67.50

b. 1½" and larger meters..... ~~\$~~120.00

(3) System development charge ~~Tap fee~~ based on the following schedule:

a. Non-water conserving landscape at ~~\$13.92~~ \$2.96 per square foot of irrigated area.

b. Water conserving landscape at ~~\$7.46~~ \$1.48 per square foot of irrigated area.

(c) For service connections requiring a water tap and meter size larger than six inches, the determination of the system development charge ~~tap fee~~, based on the total annual water requirement and the water demand characteristics of the property being served, shall be at the sole discretion of the utilities director or their ~~his~~ duly authorized representative, consistent with the provisions of this division 6 of chapter 102. Any such determination shall be made available to the user for inspection, upon request.

- (d) The fees paid and collected by virtue of this section shall not be used for general or other governmental propriety purposes of the city and shall be used solely to pay for the cost of water taps for new and existing parks and street medians.

Sec. 102-168. Residential water fees for parks and street medians.

- (a) All residential water fees collected under section 102-161(3), section 102-161.5(3), section 102-161.6(3), or section 102-163(3) shall be charged an additional amount based on the following schedule:

Type of Residence	Amount per Unit	
	In City	Out of City
a. Single-family	\$1,000.00 \$445.00	\$1,500.00 \$667.50
b. Duplex	\$750.00 \$333.75	\$1,125.00 \$500.62
c. Multifamily	\$500.00 \$222.50	\$750.00 \$333.75

- (b) The fees paid and collected by virtue of this section shall not be used for general or other governmental propriety purposes of the city and shall be used solely to pay for the cost of water taps for new and existing parks and street medians.

Sec. 102-202. Sewer ~~system development charges tap fees~~—Residential use property.

Sewer ~~system development charges tap fees~~ for serving residential properties, ~~inclusive of single-family, duplex, townhouse, multifamily, apartment buildings, and mobile home courts,~~ are as follows:

- (1) An inspection fee of \$25.00.
- (2) ~~System development charge Tap fee~~ determined from the following schedule:

Type of Residence	Amount
Single-family	\$10,400.00
Duplex	\$7,280.00
Multifamily	\$7,280.00

Type of Residence	Amount——effective through 6-30-2010	Amount——effective 7-1-2010	Amount——effective 1-1-2011
1. Single family	\$1,120.00	\$1,349.50	\$1,579.00
2. Duplex	784.00	944.50	1,105.00
3. Multi-family	784.00	944.50	1,105.00

- (3) Plus, the ~~Metro Water Recovery (formerly known as Metro Wastewater Reclamation District) Wastewater Reclamation District ("district")~~ connector charge. The city acts

as the agent for ~~the Metro Water Recovery district~~ in collection of a connector charge in accordance with the fee schedule established by ~~the Metro Water Recovery district~~. This charge must be paid prior to the connection of the sewer service line to the city sewer main.

- (4) The sewer tap size required will be determined in accordance with the Uniform Plumbing Code (UPC), as amended and adopted by the city.

Sec. 102-202.1. Sewer system development charges—Residential use property within the Jefferson Center Metropolitan District.

Fees in this section are set in accordance with existing agreements.

Sewer system development charges for serving residential properties are as follows:

- (1) An inspection fee of \$25.00.
- (2) System development charge determined from the following schedule:

<u>Type of Residence</u>	<u>Discounted Amount Based on Funding Received for Future Facilities</u>
<u>Single-family</u>	<u>\$10,225.00</u>
<u>Duplex</u>	<u>\$7,157.50</u>
<u>Multifamily</u>	<u>\$7,157.50</u>

- (3) Plus, the Metro Water Recovery (formerly known as Metro Wastewater Reclamation District) connector charge. The city acts as the agent for Metro Water Recovery in collection of a connector charge in accordance with the fee schedule established by Metro Water Recovery. This charge must be paid prior to the connection of the sewer service line to the city sewer main.
- (4) The sewer tap size required will be determined in accordance with the Uniform Plumbing Code (UPC), as amended and adopted by the city.

**Sec. 102-203. Sewer system development charges—Nonresidential use property
Same—Other property.**

Sewer fees serving nonresidential use property ~~all other property, inclusive of all types not specifically named in section 102-202;~~ are as follows:

- (1) An inspection fee of \$25.00.
- (2) System development charge ~~Tap fee~~ determined from the following schedule:

<u>Non-residential Sewer Service Tap Size</u>	<u>Number of Single-Family Residential Equivalents</u>	<u>System Development Charge</u>
<u>5/8" x 3/4"</u>	<u>1.0</u>	<u>\$10,400.00</u>
<u>3/4"</u>	<u>1.5</u>	<u>\$15,600.00</u>
<u>1"</u>	<u>2.5</u>	<u>\$26,000.00</u>
<u>1 1/2"</u>	<u>5.0</u>	<u>\$52,000.00</u>
<u>2"</u>	<u>8.0</u>	<u>\$83,200.00</u>
<u>3"</u>	<u>17.0</u>	<u>\$176,800.00</u>
<u>4"</u>	<u>30.0</u>	<u>\$312,000.00</u>
<u>6"</u>	<u>62.5</u>	<u>\$650,000.00</u>

<u>Nonresidential Sewer Service Tap Size—Inches</u>	<u>Number Single-Family Residential Equivalents</u>	<u>System development charge—Tap fee</u>	<u>System development charge—Fee effective 7-1-2010</u>	<u>System development charge—Fee effective 1-1-2011</u>
<u>5/8 by 3/4</u>	<u>1.0</u>	<u>\$1,120.00</u>	<u>\$1,349.50</u>	<u>\$1,579.00</u>
<u>3/4 by 3/4</u>	<u>1.5</u>	<u>1,680.00</u>	<u>2,024.50</u>	<u>2,369.00</u>

- (3) Plus, the Metro Water Recovery (formerly known as Metro Wastewater Reclamation District) Metro Wastewater Reclamation District ("district") connector charge. The city acts as agent for ~~the Metro Water Recovery district~~ in collection of a connector charge in accordance with the fee schedule established by ~~the Metro Water Recovery district~~. This charge must be paid prior to the connection of the sewer service line to the city sewer main.
- (4) The sewer tap size required will be determined in accordance with the Uniform Plumbing Code (UPC), as amended and adopted by the city.

Sec. 102-203.1. Sewer system development charges—Nonresidential use property within the Jefferson Center Metropolitan District.

Fees in this section are set in accordance with existing agreements.

Sewer fees serving nonresidential use property are as follows:

- (1) An inspection fee of \$25.00.
- (2) System development charge determined from the following schedule:

<u>Non-residential Sewer Service Tap Size</u>	<u>Number of Single-Family Residential Equivalents</u>	<u>Discounted Amount Based on Funding Received for Future Facilities</u>
<u>5/8" x 3/4"</u>	<u>1.0</u>	<u>\$10,225.00</u>
<u>3/4"</u>	<u>1.5</u>	<u>\$15,338.00</u>
<u>1"</u>	<u>2.5</u>	<u>\$25,563.00</u>
<u>1 1/2"</u>	<u>5.0</u>	<u>\$51,126.00</u>
<u>2"</u>	<u>8.0</u>	<u>\$81,801.00</u>
<u>3"</u>	<u>17.0</u>	<u>\$173,828.00</u>
<u>4"</u>	<u>30.0</u>	<u>\$306,755.00</u>
<u>6"</u>	<u>62.5</u>	<u>\$639,073.00</u>

- (3) Plus, the Metro Water Recovery (formerly known as Metro Wastewater Reclamation District) connector charge. The city acts as the agent for Metro Water Recovery in collection of a connector charge in accordance with the fee schedule established by Metro Water Recovery. This charge must be paid prior to the connection of the sewer service line to the city sewer main.
- (4) The sewer tap size required will be determined in accordance with the Uniform Plumbing Code (UPC), as amended and adopted by the city.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.D.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: CB22-072, An Ordinance Repealing and Reenacting Subsection 62-32(b)(4), of Section 62-32, Assault and Harassment, of Article II, Miscellaneous Offenses, Of Chapter 62, Offenses, of the Arvada City Code (Ordinance No. 4820)

Report in Brief

The Colorado Supreme Court recently reviewed a subsection of the State's harassment statute (C.R.S. 18-9-111(1)(e)), and determined that the phrase "intended to harass" as used in that subsection was overbroad and vague. *People v. Moreno*, 506 P.3d 849 (Colo. 2022). The phrase "intended to harass" is also used in subsection 62-32(b)(4) of the City's current harassment ordinance. A review of this subsection of the City Code also revealed that it was substantially out of alignment with the text in the companion State harassment statute, so City team members are recommending conforming subsection 62-32(b)(4) with the existing State harassment statute by repealing and reenacting this entire subsection.

The Arvada team recommends that the City Council approve CB 22-072, An Ordinance Repealing and Reenacting Subsection 62-32(b)(4), of Section 62-32, Assault and Harassment, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code on final reading, numbered 4820 and ordered published by title only.

Financial Impact

There is no financial impact associated with the proposed action.

Background

The proposed change recognizes that the State statute is a bit broader in scope than the current City ordinance. This is because the State harassment statute has been amended to specifically identify and describe the means and devices by which harassing communications can be made. The State statute better reflects changes in technology that have made it easier to engage in activities that are harassing in nature.

Discussion

The proposed changes to Subsection 62-32(b)(4) are presented in the *REDLINE/STRIKEOVER VERSION* which is included within the agenda packet as well as summarized below:

(4) Directly or indirectly initiates communication with a person or directs language toward another person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computer network, computer system, or other interactive electronic medium in a manner that threatens bodily injury or property damage, or makes any comment, request, suggestion, or proposal by telephone, computer, computer network, computer system, or other interactive electronic medium that is obscene; or

The Arvada City Attorney's Office believes that it is necessary to conform municipal criminal ordinances to State statutes in order to reduce confusion around enforcement and increase the public's understanding of these laws. The Arvada Police Department and the Presiding Municipal Court Judge are also in agreement with the proposed change.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Not applicable.

Strategic Alignment

Approval of this ordinance aligns with the Safe Community Priority Area of the City Council Strategic Plan by ensuring that a provision in the City's criminal code that has been deemed unconstitutional by a court of competent jurisdiction is removed from the Code, and that our criminal code aligns to the extent practicable with State statutes. The ordinance will reduce uncertainty around our harassment ordinance, and increase the public's understanding of and confidence in our laws. By conforming the City's criminal code to the State statute, the proposed action supports the following Principle within the Safe Community Priority Area:

Provides an independent, fair, and impartial justice system that efficiently processes the court docket, renders fair and just decisions, and holds all stakeholders accountable.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB 22-072, An Ordinance Repealing and Reenacting Subsection 62-32(b)(4), of Section 62-32, Assault and Harassment, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code on final, numbered 4820 and ordered published by title only.

Suggested Motion:

I move that CB 22-072, An Ordinance Repealing and Reenacting Subsection 62-32(b)(4), of Section 62-32, Assault and Harassment, of Article II, Miscellaneous Offenses, Of Chapter 62, Offenses, of the Arvada City Code, be (approved on final reading, numbered 4820 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/3/2022
Lorie Gillis, Deputy City Manager	10/4/2022

SUBJECT: CB22-072, An Ordinance Repealing and Reenacting Subsection 62-32(b)(4), of Section 62-32, Assault and Harassment, of Article II, Miscellaneous Offenses, Of Chapter 62, Offenses, of the Arvada City Code (Ordinance No. 4820)

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Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-072
ORDINANCE NO. 4820

AN ORDINANCE REPEALING AND REENACTING SUBSECTION 62-32(b)(4), OF
SECTION 62-32, ASSAULT AND HARASSMENT, OF ARTICLE II, MISCELLANEOUS
OFFENSES, OF CHAPTER 62, OFFENSES, OF THE ARVADA CITY CODE

WHEREAS, the City of Arvada has the authority under C.R.S. §31-16-101, and otherwise under its authority as a Home Rule city to establish ordinances, regulations, and procedures that protect life and property; and

WHEREAS, the Colorado Supreme Court recently ruled in *People v. Moreno*, 506 P.3d 849 (Colo. 2022) that the phrase “intended to harass” as used in the State harassment statute was unconstitutionally overbroad and vague; and

WHEREAS, subsection (b)(4) of the City’s current harassment ordinance contains the “intended to harass” language deemed unconstitutional by the Colorado Supreme Court, and otherwise differs markedly from the existing State statute; and

WHEREAS, the City Council of the City of Arvada wishes to conform the City Code with State statutes to the extent practicable, such that repealing and reenacting subsection 62-32(b)(4) of the City Code is appropriate.

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

Section 1. Subsection (b)(4) of sec. 62-32, Assault and Harassment, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 62-32. Assault and Harassment.

(b) *Harassment.* It shall be unlawful for any person to commit harassment. A person commits harassment if, with intent to harass, annoy, or alarm another person, he or she:

....
(4) Directly or indirectly initiates communication with a person or directs language toward another person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computer network, computer system, or other interactive electronic medium in a manner that threatens bodily injury or property damage, or makes any comment, request, suggestion, or proposal by telephone, computer, computer network, computer system, or other interactive electronic medium that is obscene; or
....”

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 of

constitutionality of the remaining portions of this ordinance. The City Council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 3rd day of October, 2022.

PASSED, ADOPTED, AND APPROVED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

Publication Dates: October 6, 2022
 October 20, 2022

REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

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

Sec. 62-32. Assault and Harassment.

(b) *Harassment.* It shall be unlawful for any person to commit harassment. A person commits harassment if, with intent to harass, annoy, or alarm another person, he or she:

....

(4) ~~Initiates communication with a person, anonymously or otherwise by telephone, computer, computer network, or computer system in a manner intended to harass or threaten bodily injury or property damage, or makes any comment, request, suggestion, or proposal by telephone, computer, computer network, or computer system that is obscene; or~~

(4) Directly or indirectly initiates communication with a person or directs language toward another person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computer network, computer system, or other interactive electronic medium in a manner that threatens bodily injury or property damage, or makes any comment, request, suggestion, or proposal by telephone, computer, computer network, computer system, or other interactive electronic medium that is obscene; or

....



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.E.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: CB22-073, An Ordinance Certifying the City of Arvada Mill Levy for 2022 for the Board of County Commissioners for Jefferson and Adams Counties (Ordinance No. 4821)

Report in Brief

The purpose of this ordinance is to certify the City's Mill Levy for the valuation year 2022. The 2023 proposed budget estimates that \$8,152,193 will be collected in 2023 based on a mill levy of 4.31 mills with an assessed value of \$2,017,550,342 for Jefferson County and \$61,755,720 for Adams County. There is no change in the mill levy from the previous year. This mill levy will be used to assess all property within the City for taxes to be collected in 2023 for the valuation year of 2022.

The Arvada team recommends that the City Council approve CB22-073, An Ordinance Certifying the City of Arvada Mill Levy for 2022 for the Board of County Commissioners for Jefferson and Adams Counties on final reading, numbered 4821 and ordered published by title only.

Financial Impact

The proposed 2023-2024 budget estimates that \$8,152,193 will be collected based on the proposed mill levy of 4.31 mills. This mill levy is part of the revenue sources that generate the estimated \$121,226,687 for the General Fund.

Background

This action is associated with the adoption of the 2023 budget. Certification of the mill levy for the valuation year 2022 will enable the City to receive property taxes in 2023.

Discussion

As described herein, the estimated property tax of \$8,152,193 for 2023 represents approximately 6.7% of the estimated General Fund revenues. Without the mill levy, the City would not be able to fund several critical services.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The ordinance supports the following Principle within the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan:

Provides a sustainable government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-073, An Ordinance Certifying the City of Arvada Mill Levy for 2022 for the Board of County Commissioners for Jefferson and Adams Counties on final reading, numbered 4821 and ordered published by title only.

Suggested Motion:

I move that CB22-073, An Ordinance Certifying the City of Arvada Mill Levy for 2022 for the Board of County Commissioners for Jefferson and Adams Counties, be (approved on final reading, numbered 4821 and ordered published by title only) (rejected)

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	9/26/2022
Bryan Archer, Director of Finance	9/27/2022
Gail Walker, Legal Specialist-Contracts	9/27/2022
Laura Hemler, Assistant City Attorney	9/27/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/4/2022
Lorie Gillis, Deputy City Manager	10/5/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-073
ORDINANCE NO. 4821

AN ORDINANCE CERTIFYING THE CITY OF ARVADA MILL LEVY FOR
2022 FOR THE BOARD OF COUNTY COMMISSIONERS FOR JEFFERSON
AND ADAMS COUNTY

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

Section 1. Pursuant to the provisions of C.R.S. §39-5-128(1), the City of Arvada does hereby certify the levy at 4.31 mills to be assessed against all property within the City of Arvada for taxes to be collected in 2023 for the valuation year of 2022.

Section 2. This Ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 3rd day of October, 2022.

PASSED, ADOPTED, AND APPROVED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: October 6, 2022
October 20, 2022



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.F.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: CB22-074, An Ordinance Appropriating Funds for Fiscal Year 2023 (Ordinance No. 4822)

Report in Brief

This is the final reading of the budget appropriation ordinance. Pursuant to Section 10.4 of the Home Rule Charter, the Council shall adopt an ordinance for the annual appropriation.

The total ordinance is in the amount of \$359,784,184.

The Arvada team recommends that the City Council approve CB22-074, An Ordinance Appropriating Funds for Fiscal Year 2023 on final reading, numbered 4822 and ordered published by title only.

Financial Impact

The appropriation ordinance is in the amount of \$359,784,184.

Background

On July 25, 2022, prior to the release of the proposed biennial budget, members of the Infrastructure Work System along with the Finance and CMO teams presented recommendations for funding the City's water and wastewater infrastructure.

On August 22, 2022, Finance and the CMO presented the revised 10-year models along with a detailed review of current and previous revenue estimates and updates to the 10-year CIP model update.

On September 2, 2022, the budget document was provided to the Council and posted to the City's website. The budget document includes the City Manager's transmittal letter which provides an overview of the budget document as well as the major changes and issues associated with the proposed expenditure of over \$359 million of public funds.

On September 26, 2022, a budget workshop was held which included: an overview of the budget themes and highlights; a presentation from each Work System providing a summary of revenue and expenditures, proposed budget changes, unfunded budget requests and what is on the radar; and a summary of the ongoing work to resource the current City Council Strategic Plan.

Discussion

The 2023-2024 Proposed Biennial Operating and Capital Budget was released to the City Council and the Arvada Community on September 2. Information within the Proposed Biennial Budget provides an excellent overview of proposed allocations of resources and priorities identified by the City Council and team members, as well as the relationship of each work system to the Strategic Plan, including milestones and performance measures.

Link to the [2023-2024 Biennial Operating and Capital Budget](#)

A complete summary of the budget by section and funding priorities associated with the proposed budget is provided in the City Manager's Budget Transmittal Letter dated August 26.

Public Contact

Posting of the City Council agenda. The Proposed Biennial Operating and Capital Budget has been available on the City website since September 2 and a comprehensive review of the budget was presented during the September 26 workshop.

Commission Recommendation

N/A

Strategic Alignment

The ordinance supports the following principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Provides a well-managed, fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB22-074, An Ordinance Appropriating Funds for Fiscal Year 2023 on final reading, numbered 4822 and ordered published by title only.

Suggested Motion:

I move that CB22-074, An Ordinance Appropriating Funds for Fiscal Year 2023, be (approved on final reading, numbered 4822 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	9/26/2022
Bryan Archer, Director of Finance	9/27/2022
Gail Walker, Legal Specialist-Contracts	9/27/2022
Laura Hemler, Assistant City Attorney	9/27/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022

SUBJECT: CB22-074, An Ordinance Appropriating Funds for Fiscal Year 2023 (Ordinance No. 4822)

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Linda Haley, Deputy City Manager 10/4/2022

Lorie Gillis, Deputy City Manager 10/4/2022

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 22-074
ORDINANCE NO. 4822

AN ORDINANCE APPROPRIATING FUNDS FOR FISCAL YEAR 2023

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

Section 1. Pursuant to the provisions of Section 10.4 of the Home Rule Charter, there is hereby appropriated money for fiscal 2023 by fund in the following amounts:

Fund	Amount
General Fund	\$ 121,161,816
Grants	\$ 184,481
Streets Maintenance Fund	\$ 12,009,303
Community Development	\$ 1,324,709
Arvada Housing Authority	\$ 5,939,660
Parks	\$ 13,381,960
Police Seizure	\$ 30,312
COP Debt Service	\$ 3,277,985
Police Tax Increment .21	\$ 8,158,595
Police Tax Increment .25	\$10,148,513
Debt Service	\$ 5,363,782
Capital Projects	\$ 13,401,598
Water	\$ 100,252,424
Wastewater	\$ 30,862,708
Golf Courses	\$ 7,619,335
Stormwater	\$ 5,088,295
Solid Waste	\$ 4,585,779
Insurance	\$ 3,366,302
Computers	\$ 7,445,239
Print Shop	\$ 363,250
Vehicles	\$ 5,016,966
Buildings	\$ 801,172
Total	\$ 359,784,184

Section 2. This Ordinance shall take effect five days after publication following final passage.

PASSED, ADOPTED, AND APPROVED this 17th day of October, 2022.

ATTEST:

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

By: _____

Publication Dates: October 6, 2022
October 20, 2022



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
10.F.1.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: R22-091, A Resolution Adopting the Budget for Fiscal Year 2023

Report in Brief

The City's Charter provides that the annual budget must be adopted by City Council 60 days prior to the first day of the next fiscal year. The budget must be adopted by both ordinance and resolution. Presented is the resolution for adoption of the 2023 budget.

The Arvada team recommends that City Council approve R22-091, A Resolution Adopting the Budget for Fiscal Year 2023.

Financial Impact

This resolution is in the amount of \$359,784,184.

Background

On July 25, 2022, prior to the release of the proposed biennial budget, members of the Infrastructure Work System along with the Finance and CMO teams presented recommendations for funding the City's water and wastewater infrastructure.

On August 22, 2022, Finance and the CMO presented the revised 10-year models along with a detailed review of current and previous revenue estimates and updates to the 10-year CIP model update.

On September 2, 2022, the budget document was provided to the Council and posted to the City's website. The budget document includes the City Manager's transmittal letter which provides an overview of the budget document as well as the major changes and issues associated with the proposed expenditure of over \$359 million of public funds.

On September 26, 2022, a budget workshop was held which included: an overview of the budget themes and highlights; a presentation from each Work System providing a summary of revenue and expenditures, proposed budget changes, unfunded budget requests and what is on the radar; and a summary of the ongoing work to resource the current City Council Strategic Plan.

Discussion

The 2023-2024 Proposed Biennial Operating and Capital Budget was released to the City Council and the Arvada Community on September 2. Information within the Proposed Biennial Budget provides an excellent overview of proposed allocations of resources and priorities identified by the City Council and team members, as well as the relationship of each work system to the Strategic Plan, including milestones and performance measures.

2023 - 2024 Proposed Biennial Operating and Capital Budget

A complete summary of the budget by section and funding priorities associated with the proposed budget is provided in the City Manager's Budget Transmittal Letter dated August 26.

Public Contact

Posting of City Council Agenda.

Commission Recommendation

N/A

Strategic Alignment

The resolution supports the following principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Provides a well-managed, fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R22-091, A Resolution Appropriating Funds for Fiscal Year 2023.

Suggested Motion:

I move that R22-091, A Resolution Adopting the Budget for Fiscal Year 2023, be (approved) (rejected).

Prepared by:

Deb Nielson, Deputy Director of Finance

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	9/22/2022
Bryan Archer, Director of Finance	9/27/2022
Gail Walker, Legal Specialist-Contracts	9/27/2022
Kylie Justus, Assistant City Attorney	9/27/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/4/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-091

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 2023

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

Section 1. Pursuant to the provision of Section 10.4 of the Home Rule Charter, there is hereby adopted a budget for fiscal year 2023 in both a fund and work system based format.

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

APPROVED AND ADOPTED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
10.F.2.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: R22-092, A Resolution Adopting the 2023 Capital Improvement Fund Budget and Allocating for Specific Projects in 2023

Report in Brief

In accordance with Chapter 2, Article 7, Section 2-295 of the City Code, the capital improvement plan shall be adopted by resolution.

The City of Arvada 2023 - 2024 ten-year Capital Improvement Plan is primarily a management tool used for the purpose of planning the direction of the city relative to capital projects. The City Council, by adopting this resolution, is directing the City Manager and the Arvada team to begin the 2023 capital projects according to the priorities set forth by the City Council. Funding for the 2023 capital improvement budget is appropriated by Ordinance.

The Arvada team recommends that the City Council approve R22-092, A Resolution Adopting the 2023 Capital Improvement Fund Budget and Allocating for Specific Projects in 2023.

Financial Impact

The 2023 Capital Improvement Plan by major area is summarized as follows:

Debt Service	\$7,337,465
Personnel	\$123,446
General Administration	\$7,214,872
Street Maintenance	\$12,763,701
Transportation	\$4,411,066
Parks	\$961,274
Water	\$67,513,907
Wastewater	\$12,815,954
Stormwater	<u>\$1,043,221</u>
Total	\$114,184,906

Background

The Capital Improvement Plan (CIP) is a ten-year road map for creating, maintaining and paying for Arvada's present and future infrastructure needs. The CIP outlines the project costs, funding sources and estimated future operating costs associated with each capital improvement. The CIP summarizes the City's focus on Taking Lasting Care (TLC) and implementing the priorities and projects identified by the Citizen's Capital Improvement Project Committee (CCIPC), which was formed in 2015 at the direction of City Council. The CIP also summarizes the Strategic Results included in the 2020-2025 City Council Strategic Plan that determines funding priorities for the 2023-2032 Capital Improvement Plan.

Discussion

The 2023-2024 Proposed Biennial Operating and Capital Budget was released to City Council on September 2. Information within the Proposed Biennial Budget provides an excellent overview of proposed allocations of resources and priorities

identified by the City Council and the Arvada team related to capital projects. More information regarding the Capital Budget is available through the following link:

[2023-2024 Proposed Biennial Operating and Capital Budget](#)

Public Contact

Posting of the City Council Agenda.

Commission Recommendation

N/A

Strategic Alignment

The resolution supports the following Principle within the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan:

Provides a well-managed, fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R22-092, A Resolution Adopting the 2023 Capital Improvement Fund Budget and Allocating for Specific Projects in 2023.

Suggested Motion:

I move that R22-092, A Resolution Adopting the 2023 Capital Improvement Fund Budget and Allocating for Specific Projects in 2023, be (approved) (rejected).

Prepared by:
Deb Nielson, Deputy Director of Finance

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	9/22/2022
Bryan Archer, Director of Finance	9/27/2022
Gail Walker, Legal Specialist-Contracts	9/27/2022
Kylie Justus, Assistant City Attorney	9/29/2022
Brad Moloney, Deputy City Attorney	10/3/2022
Rachel Morris, City Attorney	10/4/2022

Don Wick, Director of Public Works 10/5/2022

Linda Haley, Deputy City Manager 10/5/2022

Lorie Gillis, Deputy City Manager 10/5/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-092

A RESOLUTION ADOPTING THE 2023 CAPITAL IMPROVEMENT FUND BUDGET AND
ALLOCATING FOR SPECIFIC PROJECTS IN 2023

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

Section 1. Pursuant to the provision of Chapter 2, Article 7, Section 2-295 of the Arvada City Code, the Council hereby adopts the Capital Improvement Fund Budget for 2023 and allocating for specific projects in 2023 in the areas and amounts set forth below:

Debt Service	\$7,337,465
Personnel	\$123,446
General Administration	\$7,214,872
Street Maintenance	\$12,763,701
Transportation	\$4,411,066
Parks	\$961,274
Water	\$67,513,907
Wastewater	\$12,815,954
Stormwater	\$1,043,221
Total	\$114,184,906

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

APPROVED AND ADOPTED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
10.F.3.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: R22-093, A Resolution Adopting the Pay Plan for Fiscal Year 2023

Report in Brief

On October 17, 2022, City Council will consider a Resolution Adopting the Pay Plan for Fiscal Year 2023. The 2023 Pay Plan, attached as Exhibit "A," includes market increases for each job family, reclassifications, job title changes, and new positions for 2023. These updates are an important and integral step to meeting the City's Total Compensation Philosophy, which includes being an employer of choice in the Denver/Boulder region, offering competitive market-based pay in a fiscally responsible manner.

The Arvada team recommends that the City Council approve R22-093, A Resolution Adopting the Pay Plan for Fiscal Year 2023.

Financial Impact

The total financial impact of the 2023 Pay Plan is \$72,174,541. This includes:

- An increase of 6.33% or \$3,975,576 for market/salary range adjustments. This includes the adjustments made to the police job family in February, the 3% mid-year adjustment for all employees in August 2022, and the 3% salary range adjustment proposed for January 2023.
- An increase of 0.76% or \$476,181 for 59 reclassifications due to significant changes in job duties and/or market value. This includes the executive family restructure.
- An increase of 2.5% or \$1,568,459 for step increases.
- An increase of \$2,287,936 for 42 new positions.

We recognize that the recommended changes for the 2023 pay plan are higher than usual. These recommendations are market-driven and integral to our ability to maintain the City's compensation philosophy, so we can attract and retain our high-performing workforce in an extremely challenging employment market. Approving these changes will send a powerful message to our employees that the City values them and is committed to providing a top workplace environment.

The Arvada Team is able to fund these recommendations through the 10 year model. A good portion (80%) of the additional increases, over the original budget, are supported by current and projected vacancy savings and lower health insurance costs.

Background

The City's Total Compensation Philosophy includes being an "employer of choice" in the Denver/Boulder region, offering competitive market-based pay and benefits to our employees, while also being fiscally responsible and within the City's ability to fund.

To support the philosophy of competitive market-based pay, the HR department has a performance measure as follows: Competitive Market-Based Compensation: 95% of the City's matched jobs are graded according to their market value.

In order to meet the performance target, the HR department conducts a comprehensive study of the employment market each year and recommends updates to the City's pay plan, including market increases in the form of salary range adjustments, and position reclassifications. Currently, 68% of the City's jobs are aligned to the market. The proposed updates to the pay plan will bring the City back above its target of 95% for 2022.

Employment Market

The City is experiencing historic highs in turnover and applicant pools are at all-time lows due to the "Great Resignation" resulting from the COVID-19 pandemic. Recruitments are taking longer to complete as both the quantity and quality of candidates are decreasing.

Turnover: The City's current year-to-date turnover (through August) is 12%. At this rate, we expect to meet or exceed the 2021 total year turnover of 17%. All departments have experienced turnover, with the highest numbers in Public Safety and Public Works.

Recruitment challenges: The recruitment team reports a steep decline in the number of applicants for job openings. The average number of applicants per job posting has decreased from 38.7 in 2020 to 21.7 in 2021. Year-to-date we are currently averaging 11.8 candidates per job opening. This is nearly 70% less than 2020. Filling all positions has become a challenge, with police officers, engineers, trades and commercial drivers continuing to be the most challenging. **Unemployment:** As of August, the unemployment rate is 2.8% in Arvada, 3.3% in Colorado and 3.7% nationally. These numbers reflect pre-pandemic levels of unemployment, indicating that the majority of the workforce is employed. In March of this year, the Bureau of Labor Statistics reported a record 5 million more job openings than available workers.

Pay Increases: The HR department uses multiple sources to collect data on pay increases, including: the Bureau of Labor Statistics' Employment Cost Index (ECI), which measures the increase in the cost of labor on a national level; the Employers Council which reports pay increases and projections locally, and publishes salary data for private and public employers in Colorado; and the Colorado Municipal League (CML) which publishes salary data for municipalities in Colorado.

- The ECI for January 2022 was reported at 4.5% and in June 2022 it was updated to 5.7%.
- The Employers Council projected average pay increases of 3.9% for the Denver/Boulder region in a survey released earlier this year.
- A recent special survey conducted in July from the Employers Council indicated that 41% of employers in our region planned to add additional cost-of-living adjustments, with nearly half of them increasing salaries an additional by 3-5%. Information gathered from our peers in neighboring cities supports the results of this survey.
- HR's analysis of our market-matched jobs, using Employers Council and CML survey data, showed that the market moved an average of 6% across all job families.

Discussion

Recommendations

Based on the results of the market analysis and the current employment market conditions we are facing, the following updates to the City's pay plan are proposed:

Market Increases: these are salary range adjustments made to each job family to ensure the City's pay ranges stay up to date with market movement and the City's jobs are graded according to their market value. These increases ensure the City maintains a competitive position in the market. With support from the budget team, the leadership team, the City Manager, and members of the City Council, the HR team recommends the following updates for the 2023 Pay Plan:

- A 6% market salary range adjustment for all non-executive job families, of which half (3%) was delivered mid-year in August of 2022 to address market conditions and employee retention, and the other half (3%) will be delivered in January 2023.
- A restructuring of the Executive Job Family to account for a more aggressive employment market. The market for department directors moved an average of 15 – 18%. The Executive job family will be restructured to meet this market. Department Directors and Deputy City Managers will be placed into the new structure at a step that is closest to a 6% increase.
- 59 position reclassifications. Reclassifications occur when jobs undergo significant changes in job duties and/or a significant sustained change in market value. A list of reclassifications is attached for your review.
- Additional mid- year increases to the Police Job Family: Earlier this year, with City Council's support, an additional increase was provided to the police job family to maintain a competitive market position for police officers. A 1.5% bachelor degree premium was added for police recruits, officers, master officers and sergeants; and an additional step was added to the police officer pay range which increased this range and subsequent pay ranges by an additional 2.4%.

Step Increases:

Every organization has a way of rewarding and compensating employees for increased knowledge and performance during their employment with an organization. The City uses a step system which is designed to award employees as they gain experience and increase their contribution to the City. Each year, employees who are step eligible may be granted a step increase on their anniversary date based on performance. If the employee has reached the top of their pay grade, the employee is no longer eligible for a step increase. Step increases are an important tool for rewarding employees and maintaining pay equity. Approximately 59% of the City's sworn employees and 82% of the City's civilian employees will be eligible for step increases in 2023.

Public Contact

Posting of the City Council agenda

Commission Recommendation**Strategic Alignment**

The City's Pay Plan Update is guided by the City's Personnel Rules and Total Compensation Philosophy. It is aligned to the Organizational and Service Effectiveness Worksystem in the City Council Strategic Plan as follows:

OSE Principles

- Maintains appropriate staffing levels, collaborative communications, information technology and financial management support, as well as, leadership services to all work systems to achieve strategic and operational results.
- Fosters a top workplace environment that attracts and retains a highly engaged, inclusive workforce and fosters a culture of wellness, safety, cycles of learning and performance excellence.

Strategic Results:

By 12/2022 continue to implement an organizational performance excellence framework.

By 12/2023 update the City's Total Rewards Philosophy and Strategy to improve the City's ability to attract, motivate and retain a high-performing workforce.

OSE / HR Strategic Performance Measure: Competitive Market-Based Compensation: 95% of the City's matched jobs are graded according to their market value.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R22-093, A Resolution Adopting the Pay Plan for Fiscal Year 2023.

Suggested Motion:

I move that R22-093, A Resolution Adopting the Pay Plan for Fiscal Year 2023, be (approved) (rejected).

Prepared by:

Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Bryan Archer, Director of Finance	9/27/2022
Gabriella Bommer, Director of Human Resources	9/27/2022
Janelle Miller, Assistant City Attorney	9/28/2022
Rachel Morris, City Attorney	10/3/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/4/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R22-093

A RESOLUTION ADOPTING THE PAY PLAN FOR FISCAL YEAR 2023

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

Section 1. In accordance with Section 7.1(c) of the Arvada City Charter and pursuant to Section 70-50.1 of the Arvada City Code, there is hereby adopted a pay plan, which is attached hereto as Exhibit "A" for fiscal year 2023.

Section 2. The City Manager is directed to implement the revised pay plan for the first pay period in 2023.

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

APPROVED AND ADOPTED this 17th day of October, 2022.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Exhibit "A"



2023 PAY PLAN

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Title	Exempt or Non-Exempt	Job Family	Grade	Page
Accountant	E	Professional	PROF5	22
Accounting Specialist	N	Technical & Business Support	TBS7	24
Accounting Supervisor	E	Management	MGMT6	16
Accounting Technician II	N	Technical & Business Support	TBS4	25
Accounting Technician III	N	Technical & Business Support	TBS5	25
Accounts Payable Technician	N	Technical & Business Support	TBS6	25
Accounts Receivable Technician	N	Technical & Business Support	TBS6	25
ADA Coordinator	E	Professional	PROF7	21
Administrative Assistant	N	Technical & Business Support	TBS4	25
Administrative Coordinator	N	Technical & Business Support	TBS5	25
Administrative Court Clerk	N	Technical & Business Support	TBS5	25
Administrative Specialist	N	Technical & Business Support	TBS5	25
Administrative Supervisor	N	Management	MGMT3	17
Analytics and Business Intelligence Developer	E	Information Technology	INFT2	11
Animal Management Officer	N	Technical & Business Support	TBS6	25
Applications Systems Administrator	E	Information Technology	INFT3	11
Assistant Building Official	E	Management	MGMT6	16
Assistant City Attorney I	E	Professional	PROF9	21
Assistant City Attorney II	E	Professional	PROF10	21
Assistant City Engineer	E	Management	MGMT11	15
Assistant Fleet Manager	E	Management	MGMT5	16
Assistant Golf Manager	E	Professional	PROF4	22
Assistant Golf Professional	N	Technical & Business Support	TBS6	25
Assistant Manager of City Facilities	E	Management	MGMT7	16
Assistant Nature Center Director	E	Professional	PROF5	22
Assistant Restaurant Manager	E	Professional	PROF4	22
Assistant to the City Manager	E	Professional	PROF8	21
Associate Data Scientist	E	Information Technology	INFT3	11
Associate Technical Support Analyst	N	Technical & Business Support	TBS6	25
AURA Project Manager	E	Professional	PROF8	21
Benefits Specialist	E	Professional	PROF6	22
Budget Analyst	E	Professional	PROF7	21
Building Craftsworker	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Building Maintenance Leadworker	N	Management	MGMT4	17
Building Maintenance Worker	N	Labor, Trades, Crafts & Utilities	LTCU4	13
CAD / GIS Supervisor	E	Management	MGMT7	16
Chief Building Official	E	Management	MGMT9	15
Chief Communications Manager	E	Management	MGMT9	15
Chief Information Officer	E	Executive	EX2	9
Chief Information Security Officer	E	Management	MGMT8	15
Chief of Police	E	Executive	EX3	9

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Chief Plant Operator	N	Management	MGMT5	16
Chief Surveyor	E	Management	MGMT7	16
City Clerk	E	Executive	EX1	9
City Engineer	E	Management	MGMT12	15
City Forester	E	Management	MGMT5	16
Civil Engineer I	E	Professional	PROF7	21
Civil Engineer II	E	Professional	PROF8	21
Civil Engineer III	E	Professional	PROF9	21
Civil Engineer IV	E	Professional	PROF10	21
Cloud Systems Administrator	E	Information Technology	INFT4	11
Code Compliance Officer	N	Technical & Business Support	TBS6	25
Combination Inspector I	N	Technical & Business Support	TBS7	24
Combination Inspector II	N	Technical & Business Support	TBS8	24
Combination Inspector III	N	Technical & Business Support	TBS9	24
Communications Coordinator	E	Professional	PROF5	22
Community Connectivity Manager	E	Professional	PROF9	21
Community Development Block Grant Coordinator	N	Technical & Business Support	TBS6	25
Community Resilience Coordinator	E	Professional	PROF8	21
Compensation Analyst	E	Professional	PROF6	22
Compliance Agent	N	Technical & Business Support	TBS6	25
Computerized Irrigation Supervisor	E	Management	MGMT5	16
Computerized Irrigation System Administrator	N	Technical & Business Support	TBS8	24
Construction and Inspection Supervisor	E	Management	MGMT6	16
Construction and Maintenance Supervisor	N	Management	MGMT6	16
Controller	E	Management	MGMT9	15
Court Administrator	E	Management	MGMT9	15
Craftworker	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Creative Services Designer	E	Professional	PROF4	22
Crime Analyst	E	Professional	PROF6	22
Criminalist	N	Technical & Business Support	TBS10	24
CSI Technician	N	Technical & Business Support	TBS6	25
Custodian	N	Labor, Trades, Crafts & Utilities	LTCU3	13
Customer Information Manager	E	Management	MGMT8	15
Customer Information Specialist	N	Technical & Business Support	TBS4	25
Customer Information Supervisor	E	Management	MGMT6	16
Data & Analytics Manager	E	Management	MGMT9	15
Deputy City Attorney	E	Management	MGMT13	15
Deputy City Clerk	N	Technical & Business Support	TBS8	24
Deputy City Manager	E	Executive	EX4	9
Deputy Court Administrator	E	Management	MGMT5	16
Deputy Director of Finance	E	Management	MGMT10	15

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Deputy Director of Vibrant Community and Neighborhoods	E	Management	MGMT10	15
Deputy Police Chief	E	Police	PD5	19
Development Manager (Ralston House)	E	Management	MGMT5	16
Development Technician I	N	Technical & Business Support	TBS5	25
Development Technician II	N	Technical & Business Support	TBS6	25
Digital Content Producer	E	Professional	PROF4	22
Digital Media Technician	N	Technical & Business Support	TBS6	25
Direct Mail Specialist	N	Technical & Business Support	TBS4	25
Director of Community and Economic Development	E	Executive	EX2	9
Director of Finance	E	Executive	EX2	9
Director of Human Resources	E	Executive	EX2	9
Director of Public Works	E	Executive	EX2	9
Director of Utilities	E	Executive	EX2	9
Director of Vibrant Community and Neighborhoods	E	Executive	EX2	9
Economic Development Manager	E	Management	MGMT8	15
Economic Development Specialist	E	Professional	PROF6	22
Electrician	N	Technical & Business Support	TBS9	24
Electro Mechanical Technician	N	Labor, Trades, Crafts & Utilities	LTCU9	13
Employment Specialist	E	Professional	PROF6	22
Engagement Coordinator	E	Professional	PROF5	22
Engineering Manager	E	Management	MGMT10	15
Engineering Manager - City Traffic Engineer	E	Management	MGMT10	15
Engineering Permit Coordinator	N	Technical & Business Support	TBS6	25
Engineering Technician I	N	Technical & Business Support	TBS5	25
Engineering Technician II	N	Technical & Business Support	TBS6	25
Evidence Supervisor	E	Management	MGMT5	16
Evidence Technician	N	Technical & Business Support	TBS6	25
Executive Assistant	N	Technical & Business Support	TBS7	24
Executive Director (Ralston House)	E	Management	MGMT8	15
FI Cultural Coordinator (Ralston House)	E	Professional	PROF6	22
Finance Program Coordinator	N	Technical & Business Support	TBS8	24
Financial Business Analyst	E	Professional	PROF7	21
Financial Systems Analyst	E	Professional	PROF7	21
Fleet Courier	N	Technical & Business Support	TBS3	25
Fleet Equipment Technician	N	Labor, Trades, Crafts & Utilities	LTCU7	13
Fleet Lube Technician	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Fleet Manager	E	Management	MGMT8	15
Food and Beverage Manager	E	Management	MGMT8	15
Forensic Interviewer (Ralston House)	E	Professional	PROF5	22
Forensic Interviewer-Bilingual (Ralston House)	E	Professional	PROF5	22
Forestry Technician	N	Labor, Trades, Crafts & Utilities	LTCU6	13

Title	Exempt or Non-Exempt	Job Family	Grade	Page
GIS Analyst	E	Professional	PROF6	22
GIS Technician	N	Technical & Business Support	TBS6	25
Golf Course Computerized Irrigation Technician	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Golf Course Equipment Specialist	N	Labor, Trades, Crafts & Utilities	LTCU7	13
Golf Course Maintenance Worker	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Golf Course Manager	E	Management	MGMT8	15
Golf Course Superintendent	E	Management	MGMT5	16
Golf Professional	E	Professional	PROF4	22
Grants Accountant	E	Professional	PROF5	22
Grants Administrator	E	Professional	PROF8	21
Grants Specialist (Ralston House)	E	Professional	PROF4	22
Head Golf Professional	E	Management	MGMT4	17
Homeless Navigator	N	Technical & Business Support	TBS7	24
Housing Choice Voucher Program Supervisor	E	Management	MGMT5	16
Housing Navigator	N	Technical & Business Support	TBS7	24
Housing Rehabilitation / Loan Specialist	E	Professional	PROF6	22
Housing Specialist	N	Technical & Business Support	TBS6	25
Human Resources Business Partner	E	Professional	PROF6	22
Human Resources Coordinator	N	Technical & Business Support	TBS6	25
Human Resources Manager	E	Management	MGMT8	15
Human Resources Technician	N	Technical & Business Support	TBS7	24
HVAC Specialist	N	Technical & Business Support	TBS9	24
Irrigation Crew Supervisor	E	Management	MGMT5	16
Irrigation Maintenance Worker	N	Labor, Trades, Crafts & Utilities	LTCU5	13
IT Business Analyst	E	Information Technology	INFT3	11
IT Infrastructure Architect	E	Information Technology	INFT6	11
IT Project Manager	E	Information Technology	INFT2	11
Land Development Technician	N	Technical & Business Support	TBS8	24
Law Office Administrator	E	Management	MGMT6	16
Lead Crime Analyst	E	Professional	PROF7	21
Lead Forensic Interviewer (Ralston House)	E	Professional	PROF6	22
Lead Master Fleet Technician	N	Labor, Trades, Crafts & Utilities	LTCU9	13
Lead Police Records Specialist	N	Technical & Business Support	TBS5	25
Lead Victim Advocate (Ralston House)	N	Technical & Business Support	TBS8	24
Legal Specialist	N	Technical & Business Support	TBS8	24
Liquor Licensing Control Administrator	N	Technical & Business Support	TBS8	24
Litigation Paralegal	N	Technical & Business Support	TBS9	24
Manager of City Facilities	E	Management	MGMT9	15
Manager of City Planning and Development	E	Management	MGMT10	15
Manager of Communications	E	Professional	PROF7	21
Manager of Communications and Marketing	E	Professional	PROF7	21

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Manager of Golf Course Operations	E	Management	MGMT8	15
Manager of Housing Preservation and Resources	E	Management	MGMT8	15
Manager of Traffic Operations and Maintenance	E	Management	MGMT8	15
Master Fleet Technician	N	Labor, Trades, Crafts & Utilities	LTCU8	13
Master Police Officer	N	Police	PDM	19
Media Services Manager	E	Management	MGMT5	16
Mental Health Case Management Navigator (Ralston House)	N	Technical & Business Support	TBS7	24
Mobile Network Systems Administrator	E	Information Technology	INFT3	11
Mobility Planning and Innovation Manager	E	Management	MGMT8	15
Municipal Inspector Foreman	N	Technical & Business Support	TBS9	24
Municipal Inspector I	N	Technical & Business Support	TBS7	24
Municipal Inspector II	N	Technical & Business Support	TBS8	24
Municipal Services Worker	N	Labor, Trades, Crafts & Utilities	LTCU3	13
Nature Center Director	E	Management	MGMT5	16
Neighborhood Engagement Coordinator	E	Professional	PROF6	22
Network Systems Administrator	E	Information Technology	INFT3	11
NIBRS Data Specialist	N	Technical & Business Support	TBS6	25
Operations Supervisor	E	Management	MGMT6	16
Operations Support Supervisor	E	Management	MGMT7	16
OT/ITCS Security Operations Analyst	E	Professional	PROF8	21
Parking and Travel Demand Management Coordinator	E	Professional	PROF7	21
Parks and Urban Design Manager	E	Management	MGMT8	15
Parks Maintenance Leadworker	N	Labor, Trades, Crafts & Utilities	LTCU8	13
Parks Maintenance Leadworker-Irrigation	N	Labor, Trades, Crafts & Utilities	LTCU8	13
Parks Manager	E	Management	MGMT8	15
Parks Program Manager	E	Management	MGMT5	16
Parks Supervisor	E	Management	MGMT5	16
Parks Worker II	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Parks Worker III	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Parts Specialist	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Patrol Investigative Specialist	N	Technical & Business Support	TBS8	24
Pavement Management Coordinator	E	Professional	PROF7	21
Pavement Manager	E	Management	MGMT7	16
Payroll Specialist	N	Technical & Business Support	TBS7	24
Payroll Supervisor	E	Management	MGMT6	16
Planner I	E	Professional	PROF5	22
Planner II	E	Professional	PROF6	22
Plans Examiner I	N	Technical & Business Support	TBS8	24
Plans Examiner II	N	Technical & Business Support	TBS9	24
Plant Operator A	N	Labor, Trades, Crafts & Utilities	LTCU8	13
Plant Operator B	N	Labor, Trades, Crafts & Utilities	LTCU7	13

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Plant Operator C	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Plant Operator D	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Plant Supervisor - SCADA	E	Management	MGMT7	16
Police Accrediation Analyst	N	Technical & Business Support	PROF5	22
Police Civilian Operations Manager	E	Management	MGMT8	15
Police Civilian Operations Supervisor	E	Management	MGMT5	16
Police Commander	E	Police	PD4	19
Police Digital Records Technician	N	Technical & Business Support	TBS6	25
Police Equipment Coordinator	N	Technical & Business Support	TBS6	25
Police Lieutenant	E	Police	PD3	19
Police Officer	N	Police	PD1	19
Police Records Specialist	N	Technical & Business Support	TBS4	25
Police Recruit I	N	Police	PR1	19
Police Recruit II	N	Police	PR2	19
Police Recruiter	E	Professional	PROF6	22
Police Sergeant	N	Police	PD2	19
Police Services Technician	N	Technical & Business Support	TBS5	25
Police Training Coordinator	N	Technical & Business Support	TBS6	25
Printing Technician	N	Technical & Business Support	TBS6	25
Procurement Specialist	E	Professional	PROF5	22
Public Works Project Manager	E	Professional	PROF8	21
Purchasing Manager	E	Management	MGMT8	15
Radio Communications Administrator	E	Information Technology	INFT3	11
Ralston House Manager	E	Management	MGMT6	16
Records Management Coordinator	E	Professional	PROF7	21
Restaurant Manager	E	Management	MGMT3	17
Revenue Manager	E	Management	MGMT8	15
Revenue Technician	N	Technical & Business Support	TBS5	25
Risk and Claims Analyst	E	Professional	PROF6	22
Risk and Safety Manager	E	Management	MGMT8	15
Safety Specialist	E	Professional	PROF7	22
Sales Coordinator	E	Professional	PROF5	22
Sales Tax Auditor	E	Professional	PROF6	22
Sales Tax Auditor Supervisor	E	Management	MGMT6	16
SCADA Process and Controls Technician I	N	Technical & Business Support	TBS9	24
SCADA Process and Controls Technician II	N	Technical & Business Support	TBS10	24
Security Operations Analyst	E	Information Technology	INFT5	11
Senior Applications Systems Administrator	E	Information Technology	INFT4	11
Senior Assistant City Attorney	E	Professional	PROF11	21
Senior Benefits Analyst	E	Professional	PROF7	21
Senior Budget Analyst	E	Professional	PROF8	21

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Senior Civil Designer	N	Technical & Business Support	TBS9	24
Senior Compensation Analyst	E	Professional	PROF7	21
Senior Customer Information Specialist	N	Technical & Business Support	TBS5	25
Senior Database Administrator	E	Information Technology	INFT5	11
Senior Economic Development Specialist	E	Professional	PROF7	21
Senior GIS Analyst	E	Professional	PROF7	21
Senior Human Resources Business Partner	E	Professional	PROF7	21
Senior Human Resources Coordinator	N	Technical & Business Support	TBS7	24
Senior IT Project Manager	E	Information Technology	INFT6	11
Senior Landscape Architect	E	Professional	PROF8	21
Senior Network Engineer	E	Information Technology	INFT4	11
Senior Organizational Development Manager	E	Management	MGMT8	15
Senior Planner	E	Professional	PROF8	21
Senior Probation Officer	E	Professional	PROF6	22
Senior Procurement Specialist	E	Professional	PROF6	22
Senior SQL Data Analyst/Developer	E	Information Technology	INFT5	11
Senior Survey Technician	N	Technical & Business Support	TBS7	24
Senior Sustainability Coordinator	E	Professional	PROF7	21
Senior Systems Administrator	E	Information Technology	INFT4	11
Senior Technical Support Analyst	N	Technical & Business Support	TBS8	24
Service Desk Manager	E	Management	MGMT8	15
Software Developer	E	Information Technology	INFT5	11
Sous Chef / Kitchen Manager	E	Management	MGMT3	17
Special Events Associate (Ralston House)	N	Technical & Business Support	TBS6	25
Special Events Coordinator	E	Professional	PROF5	22
Storeskeeper	N	Technical & Business Support	TBS5	25
Stormwater Administrator	E	Management	MGMT8	15
Stormwater Inspector II	N	Technical & Business Support	TBS8	24
Stormwater Regulatory Analyst	E	Professional	PROF6	22
Strategic Planning and Performance Alignment Manager	E	Professional	PROF8	21
Streets Foreman	N	Labor, Trades, Crafts & Utilities	LTCU9	13
Streets Manager	E	Management	MGMT8	15
Streets Supervisor	E	Management	MGMT6	16
Streets Technician II	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Streets Technician III	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Streets Technician IV	N	Labor, Trades, Crafts & Utilities	LTCU7	13
Survey Party Chief	N	Management	MGMT4	17
Survey Technician	N	Technical & Business Support	TBS6	25
Systems and Administrative Manager	E	Management	MGMT6	16
Technical Support Analyst	N	Technical & Business Support	TBS7	24
Technology and Project Services Manager	E	Management	MGMT10	15

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Technology Infrastructure and Operations Manager	E	Management	MGMT10	15
Traffic Crew Foreman	N	Labor, Trades, Crafts & Utilities	LTCU9	13
Traffic Engineer I	E	Professional	PROF7	21
Traffic Engineer II	E	Professional	PROF8	21
Traffic Engineer III	E	Professional	PROF9	21
Traffic Engineer IV	E	Professional	PROF10	21
Traffic Field Operations Supervisor	E	Management	MGMT6	16
Traffic Technician I	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Traffic Technician II	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Transportation Planner	E	Professional	PROF6	22
Utilities Business Manager	E	Management	MGMT9	15
Utilities Systems Analyst Supervisor	E	Management	MGMT6	16
Utility Foreman	N	Labor, Trades, Crafts & Utilities	LTCU9	13
Utility Supervisor	E	Management	MGMT6	16
Utility System Technician-Associate	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Utility System Technician-Journey	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Utility System Technician-Senior	N	Labor, Trades, Crafts & Utilities	LTCU7	13
Utility Systems Analyst	E	Professional	PROF7	21
VFSA Cultural Coordinator (Ralston House)	E	Professional	PROF6	22
Victim-Family Support Advocate (Ralston House)	N	Technical & Business Support	TBS7	24
Wastewater and Stormwater Manager	E	Management	MGMT8	16
Water Quality Administrator	E	Management	MGMT6	16
Water Quality Analyst	N	Technical & Business Support	TBS8	24
Water Quality Scientist	E	Professional	PROF6	22
Water Quality Technician I	N	Technical & Business Support	TBS6	25
Water Quality Technician II	N	Technical & Business Support	TBS7	24
Water Resources Administrator	E	Management	MGMT8	16
Water Resources Analyst	E	Professional	PROF6	22
Water System Manager	E	Management	MGMT8	16
Water Treatment Manager	E	Management	MGMT8	16
Web Systems Administrator	E	Information Technology	INFT3	11
SALARY SCHEDULES				
ANNUAL				27
MONTHLY				29
BI-WEEKLY				31
HOURLY				33

EXECUTIVE JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Deputy City Manager	EX4	\$ 178,124	\$ 209,515	\$ 243,557	\$14,843.66	\$20,296.42	\$6,850.92	\$8,058.27	\$ 85.64	\$ 117.09
Chief of Police	EX3	\$ 167,646	\$ 197,191	\$ 229,230	\$13,970.50	\$19,102.52	\$6,447.92	\$7,584.25	\$ 80.60	\$ 110.21
Chief Information Officer	EX2	\$ 160,427	\$ 188,699	\$ 219,359	\$13,368.90	\$18,279.92	\$6,170.26	\$7,257.66	\$ 77.13	\$ 105.46
Director of Community and Economic Development										
Director of Finance										
Director of Human Resources										
Director of Public Works										
Director of Utilities										
Director of Vibrant Community and Neighborhoods										
City Clerk	EX1	\$ 115,299	\$ 135,618	\$ 157,653	\$9,608.21	\$13,137.76	\$4,434.56	\$5,216.07	\$ 55.43	\$ 75.79

EXECUTIVE

ANNUAL

	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 115,299	3.75%	\$ 119,622	3.5%	\$ 123,809	3.25%	\$ 127,833	3.0%	\$ 131,668	3.0%	\$ 135,618	3.0%	\$ 139,686	3.0%	\$ 143,877	2.5%	\$ 147,474	2.5%	\$ 151,161	2.25%	\$ 154,562	2.0%	\$ 157,653
EX2	\$ 160,427	3.75%	\$ 166,443	3.5%	\$ 172,268	3.25%	\$ 177,867	3.0%	\$ 183,203	3.0%	\$ 188,699	3.0%	\$ 194,360	3.0%	\$ 200,191	2.5%	\$ 205,196	2.5%	\$ 210,326	2.25%	\$ 215,058	2.0%	\$ 219,359
EX3	\$ 167,646	3.75%	\$ 173,933	3.5%	\$ 180,020	3.25%	\$ 185,871	3.0%	\$ 191,447	3.0%	\$ 197,191	3.0%	\$ 203,106	3.0%	\$ 209,199	2.5%	\$ 214,429	2.5%	\$ 219,790	2.25%	\$ 224,735	2.0%	\$ 229,230
EX4	\$ 178,124	3.75%	\$ 184,804	3.5%	\$ 191,272	3.25%	\$ 197,488	3.0%	\$ 203,413	3.0%	\$ 209,515	3.0%	\$ 215,800	3.0%	\$ 222,274	2.5%	\$ 227,831	2.5%	\$ 233,527	2.25%	\$ 238,781	2.0%	\$ 243,557

MONTHLY

	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$9,608.21	3.75%	\$9,968.52	3.5%	\$10,317.42	3.25%	\$10,652.74	3.0%	\$10,972.32	3.0%	\$11,301.49	3.0%	\$11,640.53	3.0%	\$11,989.75	2.5%	\$12,289.49	2.5%	\$12,596.73	2.25%	\$12,880.16	2.0%	\$13,137.76
EX2	\$13,368.90	3.75%	\$13,870.23	3.5%	\$14,355.69	3.25%	\$14,822.25	3.0%	\$15,266.92	3.0%	\$15,724.93	3.0%	\$16,196.68	3.0%	\$16,682.58	2.5%	\$17,099.64	2.5%	\$17,527.13	2.25%	\$17,921.49	2.0%	\$18,279.92
EX3	\$13,970.50	3.75%	\$14,494.39	3.5%	\$15,001.70	3.25%	\$15,489.25	3.0%	\$15,953.93	3.0%	\$16,432.55	3.0%	\$16,925.53	3.0%	\$17,433.29	2.5%	\$17,869.12	2.5%	\$18,315.85	2.25%	\$18,727.96	2.0%	\$19,102.52
EX4	\$14,843.66	3.75%	\$15,400.29	3.5%	\$15,939.30	3.25%	\$16,457.33	3.0%	\$16,951.05	3.0%	\$17,459.58	3.0%	\$17,983.37	3.0%	\$18,522.87	2.5%	\$18,985.94	2.5%	\$19,460.59	2.25%	\$19,898.46	2.0%	\$20,296.42

BIWEEKLY

	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 4,434.56	3.75%	\$ 4,600.86	3.5%	\$ 4,761.89	3.25%	\$ 4,916.65	3.0%	\$ 5,064.15	3.0%	\$ 5,216.07	3.0%	\$ 5,372.55	3.0%	\$ 5,533.73	2.5%	\$ 5,672.07	2.5%	\$ 5,813.88	2.25%	\$ 5,944.69	2.0%	\$ 6,063.58
EX2	\$ 6,170.26	3.75%	\$ 6,401.65	3.5%	\$ 6,625.70	3.25%	\$ 6,841.04	3.0%	\$ 7,046.27	3.0%	\$ 7,257.66	3.0%	\$ 7,475.39	3.0%	\$ 7,699.65	2.5%	\$ 7,892.14	2.5%	\$ 8,089.44	2.25%	\$ 8,271.46	2.0%	\$ 8,436.89
EX3	\$ 6,447.92	3.75%	\$ 6,689.72	3.5%	\$ 6,923.86	3.25%	\$ 7,148.89	3.0%	\$ 7,363.35	3.0%	\$ 7,584.25	3.0%	\$ 7,811.78	3.0%	\$ 8,046.13	2.5%	\$ 8,247.29	2.5%	\$ 8,453.47	2.25%	\$ 8,643.67	2.0%	\$ 8,816.55
EX4	\$ 6,850.92	3.75%	\$ 7,107.83	3.5%	\$ 7,356.60	3.25%	\$ 7,595.69	3.0%	\$ 7,823.56	3.0%	\$ 8,058.27	3.0%	\$ 8,300.02	3.0%	\$ 8,549.02	2.5%	\$ 8,762.74	2.5%	\$ 8,981.81	2.25%	\$ 9,183.90	2.0%	\$ 9,367.58

HOURLY

	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 55.43200	3.75%	\$ 57.51070	3.5%	\$ 59.52358	3.25%	\$ 61.45809	3.0%	\$ 63.30184	3.0%	\$ 65.20089	3.0%	\$ 67.15692	3.0%	\$ 69.17163	2.5%	\$ 70.90092	2.5%	\$ 72.67344	2.25%	\$ 74.30859	2.0%	\$ 75.79476
EX2	\$ 77.12827	3.75%	\$ 80.02058	3.5%	\$ 82.82130	3.25%	\$ 85.51299	3.0%	\$ 88.07838	3.0%	\$ 90.72073	3.0%	\$ 93.44236	3.0%	\$ 96.24563	2.5%	\$ 98.65177	2.5%	\$ 101.11806	2.25%	\$ 103.39322	2.0%	\$ 105.46108
EX3	\$ 80.59904	3.75%	\$ 83.62151	3.5%	\$ 86.54826	3.25%	\$ 89.36108	3.0%	\$ 92.04191	3.0%	\$ 94.80317	3.0%	\$ 97.64726	3.0%	\$ 100.57668	2.5%	\$ 103.09110	2.5%	\$ 105.66837	2.25%	\$ 108.04591	2.0%	\$ 110.20683
EX4	\$ 85.63648	3.75%	\$ 88.84785	3.5%	\$ 91.95753	3.25%	\$ 94.94614	3.0%	\$ 97.79453	3.0%	\$ 100.72837	3.0%	\$ 103.75022	3.0%	\$ 106.86272	2.5%	\$ 109.53429	2.5%	\$ 112.27265	2.25%	\$ 114.79878	2.0%	\$ 117.09476

INFORMATION TECHNOLOGY JOB FAMILY											
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY		
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX	
IT Infrastructure Architect Senior IT Project Manager	INFT6	\$ 116,001	\$ 136,444	\$ 158,613	\$9,666.71	\$13,217.74	\$4,461.56	\$6,100.50	\$ 55.77	\$76.26	
Security Operations Analyst Senior Database Administrator Senior SQL Data Analyst/Developer Software Developer	INFT5	\$ 107,209	\$ 126,103	\$ 146,592	\$8,934.11	\$12,216.03	\$4,123.44	\$5,638.17	\$ 51.54	\$70.48	
Cloud Systems Administrator Senior Applications Systems Administrator Senior Network Engineer Senior Systems Administrator	INFT4	\$ 99,084	\$ 116,546	\$ 135,483	\$8,257.04	\$11,290.23	\$3,810.94	\$5,210.88	\$ 47.64	\$ 65.14	
Applications Systems Administrator Associate Data Scientist IT Business Analyst Mobile Network Systems Administrator Network Systems Administrator Radio Communications Administrator Web Systems Administrator	INFT3	\$ 91,575	\$ 107,714	\$ 125,215	\$7,631.27	\$10,434.59	\$3,522.13	\$4,815.97	\$ 44.03	\$ 60.20	
Analytics and Business Intelligence Developer IT Project Manager	INFT2	\$ 84,635	\$ 99,551	\$ 115,726	\$7,052.93	\$9,643.80	\$3,255.20	\$4,450.99	\$ 40.69	\$ 55.64	

INFORMATION TECHNOLOGY

ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$ 78,221	3.75%	\$ 81,154	3.5%	\$ 83,995	3.25%	\$ 86,725	3.0%	\$ 89,326	3.0%	\$ 92,006	3.0%	\$ 94,766	3.0%	\$ 97,609	2.5%	\$ 100,049	2.5%	\$ 102,551	2.25%	\$ 104,858	2.0%	\$ 106,955
INFT2	\$ 84,635	3.75%	\$ 87,809	3.5%	\$ 90,882	3.25%	\$ 93,836	3.0%	\$ 96,651	3.0%	\$ 99,551	3.0%	\$ 102,537	3.0%	\$ 105,613	2.5%	\$ 108,254	2.5%	\$ 110,960	2.25%	\$ 113,456	2.0%	\$ 115,726
INFT3	\$ 91,575	3.75%	\$ 95,009	3.5%	\$ 98,335	3.25%	\$ 101,531	3.0%	\$ 104,576	3.0%	\$ 107,714	3.0%	\$ 110,945	3.0%	\$ 114,274	2.5%	\$ 117,130	2.5%	\$ 120,059	2.25%	\$ 122,760	2.0%	\$ 125,215
INFT4	\$ 99,084	3.75%	\$ 102,800	3.5%	\$ 106,398	3.25%	\$ 109,856	3.0%	\$ 113,152	3.0%	\$ 116,546	3.0%	\$ 120,043	3.0%	\$ 123,644	2.5%	\$ 126,735	2.5%	\$ 129,903	2.25%	\$ 132,826	2.0%	\$ 135,483
INFT5	\$ 107,209	3.75%	\$ 111,230	3.5%	\$ 115,123	3.25%	\$ 118,864	3.0%	\$ 122,430	3.0%	\$ 126,103	3.0%	\$ 129,886	3.0%	\$ 133,783	2.5%	\$ 137,127	2.5%	\$ 140,555	2.25%	\$ 143,718	2.0%	\$ 146,592
INFT6	\$ 116,001	3.75%	\$ 120,351	3.5%	\$ 124,563	3.25%	\$ 128,611	3.0%	\$ 132,469	3.0%	\$ 136,444	3.0%	\$ 140,537	3.0%	\$ 144,753	2.5%	\$ 148,372	2.5%	\$ 152,081	2.25%	\$ 155,503	2.0%	\$ 158,613

MONTHLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$6,518.42	3.75%	\$6,762.86	3.5%	\$6,999.56	3.25%	\$7,227.05	3.0%	\$7,443.86	3.0%	\$7,667.17	3.0%	\$7,897.19	3.0%	\$8,134.11	2.5%	\$8,337.46	2.5%	\$8,545.89	2.25%	\$8,738.18	2.0%	\$8,912.94
INFT2	\$7,052.93	3.75%	\$7,317.42	3.5%	\$7,573.53	3.25%	\$7,819.67	3.0%	\$8,054.26	3.0%	\$8,295.88	3.0%	\$8,544.76	3.0%	\$8,801.10	2.5%	\$9,021.13	2.5%	\$9,246.66	2.25%	\$9,454.71	2.0%	\$9,643.80
INFT3	\$7,631.27	3.75%	\$7,917.44	3.5%	\$8,194.55	3.25%	\$8,460.88	3.0%	\$8,714.70	3.0%	\$8,976.15	3.0%	\$9,245.43	3.0%	\$9,522.79	2.5%	\$9,760.86	2.5%	\$10,004.88	2.25%	\$10,229.99	2.0%	\$10,434.59
INFT4	\$8,257.04	3.75%	\$8,566.67	3.5%	\$8,866.51	3.25%	\$9,154.67	3.0%	\$9,429.31	3.0%	\$9,712.19	3.0%	\$10,003.56	3.0%	\$10,303.66	2.5%	\$10,561.25	2.5%	\$10,825.28	2.25%	\$11,068.85	2.0%	\$11,290.23
INFT5	\$8,934.11	3.75%	\$9,269.14	3.5%	\$9,593.56	3.25%	\$9,905.35	3.0%	\$10,202.51	3.0%	\$10,508.59	3.0%	\$10,823.85	3.0%	\$11,148.56	2.5%	\$11,427.28	2.5%	\$11,712.96	2.25%	\$11,976.50	2.0%	\$12,216.03
INFT6	\$9,666.71	3.75%	\$10,029.21	3.5%	\$10,380.23	3.25%	\$10,717.59	3.0%	\$11,039.12	3.0%	\$11,370.29	3.0%	\$11,711.40	3.0%	\$12,062.74	2.5%	\$12,364.31	2.5%	\$12,673.42	2.25%	\$12,958.57	2.0%	\$13,217.74

BIWEEKLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$ 3,008.50	3.75%	\$ 3,121.32	3.5%	\$ 3,230.57	3.25%	\$ 3,335.56	3.0%	\$ 3,435.63	3.0%	\$ 3,538.70	3.0%	\$ 3,644.86	3.0%	\$ 3,754.20	2.5%	\$ 3,848.06	2.5%	\$ 3,944.26	2.25%	\$ 4,033.00	2.0%	\$ 4,113.67
INFT2	\$ 3,255.20	3.75%	\$ 3,377.27	3.5%	\$ 3,495.47	3.25%	\$ 3,609.08	3.0%	\$ 3,717.35	3.0%	\$ 3,828.87	3.0%	\$ 3,943.74	3.0%	\$ 4,062.05	2.5%	\$ 4,163.60	2.5%	\$ 4,267.69	2.25%	\$ 4,363.71	2.0%	\$ 4,450.99
INFT3	\$ 3,522.13	3.75%	\$ 3,654.21	3.5%	\$ 3,782.10	3.25%	\$ 3,905.02	3.0%	\$ 4,022.17	3.0%	\$ 4,142.84	3.0%	\$ 4,267.12	3.0%	\$ 4,395.14	2.5%	\$ 4,505.01	2.5%	\$ 4,617.64	2.25%	\$ 4,721.54	2.0%	\$ 4,815.97
INFT4	\$ 3,810.94	3.75%	\$ 3,953.85	3.5%	\$ 4,092.23	3.25%	\$ 4,225.23	3.0%	\$ 4,351.99	3.0%	\$ 4,482.55	3.0%	\$ 4,617.03	3.0%	\$ 4,755.54	2.5%	\$ 4,874.42	2.5%	\$ 4,996.29	2.25%	\$ 5,108.70	2.0%	\$ 5,210.88
INFT5	\$ 4,123.44	3.75%	\$ 4,278.07	3.5%	\$ 4,427.80	3.25%	\$ 4,571.70	3.0%	\$ 4,708.85	3.0%	\$ 4,850.12	3.0%	\$ 4,995.62	3.0%	\$ 5,145.49	2.5%	\$ 5,274.13	2.5%	\$ 5,405.98	2.25%	\$ 5,527.62	2.0%	\$ 5,638.17
INFT6	\$ 4,461.56	3.75%	\$ 4,628.87	3.5%	\$ 4,790.88	3.25%	\$ 4,946.58	3.0%	\$ 5,094.98	3.0%	\$ 5,247.83	3.0%	\$ 5,405.26	3.0%	\$ 5,567.42	2.5%	\$ 5,706.61	2.5%	\$ 5,849.27	2.25%	\$ 5,980.88	2.0%	\$ 6,100.50

HOURLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$37.60627	3.75%	\$39.01651	3.5%	\$40.38209	3.25%	\$41.69450	3.0%	\$42.94534	3.0%	\$44.23370	3.0%	\$45.56071	3.0%	\$46.92753	2.5%	\$48.10072	2.5%	\$49.30324	2.25%	\$50.41256	2.0%	\$51.42081
INFT2	\$40.68999	3.75%	\$42.21586	3.5%	\$43.69342	3.25%	\$45.11345	3.0%	\$46.46686	3.0%	\$47.86086	3.0%	\$49.29669	3.0%	\$50.77559	2.5%	\$52.04498	2.5%	\$53.34610	2.25%	\$54.54639	2.0%	\$55.63732
INFT3	\$44.02657	3.75%	\$45.67756	3.5%	\$47.27628	3.25%	\$48.81276	3.0%	\$50.27714	3.0%	\$51.78545	3.0%	\$53.33902	3.0%	\$54.93919	2.5%	\$56.31267	2.5%	\$57.72048	2.25%	\$59.01920	2.0%	\$60.19958
INFT4	\$47.63675	3.75%	\$49.42312	3.5%	\$51.15293	3.25%	\$52.81540	3.0%	\$54.39987	3.0%	\$56.03186	3.0%	\$57.71282	3.0%	\$59.44420	2.5%	\$60.93031	2.5%	\$62.45356	2.25%	\$63.85877	2.0%	\$65.13595
INFT5	\$51.54296	3.75%	\$53.47582	3.5%	\$55.34747	3.25%	\$57.14627	3.0%	\$58.86065	3.0%	\$60.62647	3.0%	\$62.44527	3.0%	\$64.31863	2.5%	\$65.92659	2.5%	\$67.57476	2.25%	\$69.09519	2.0%	\$70.47709
INFT6	\$55.76948	3.75%	\$57.86084	3.5%	\$59.88597	3.25%	\$61.83226	3.0%	\$63.68723	3.0%	\$65.59785	3.0%	\$67.56578	3.0%	\$69.59275	2.5%	\$71.33257	2.5%	\$73.11589	2.25%	\$74.76099	2.0%	\$76.25621

LABOR, TRADES, CRAFTS AND UTILITIES JOB FAMILY										
TITLE	GRADE	ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
		MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Electro Mechanical Technician	LTCU9	\$ 67,970	\$ 79,949	\$ 92,939	\$5,664.21	\$7,744.93	\$2,614.25	\$3,574.58	\$ 32.68	\$ 44.68
Lead Master Fleet Technician										
Streets Foreman										
Traffic Crew Foreman										
Utility Foreman										
Master Fleet Technician	LTCU8	\$ 61,657	\$ 72,523	\$ 84,306	\$5,138.07	\$7,025.52	\$2,371.42	\$3,242.55	\$ 29.64	\$ 40.53
Parks Maintenance Leadworker										
Parks Maintenance Leadworker-Irrigation										
Plant Operator A										
Fleet Equipment Technician	LTCU7	\$ 55,930	\$ 65,786	\$ 76,475	\$4,660.80	\$6,372.93	\$2,151.14	\$2,941.35	\$ 26.89	\$ 36.77
Golf Course Equipment Specialist										
Plant Operator B										
Streets Technician IV										
Utility System Technician - Senior										
Building Craftsworker	LTCU6	\$ 50,734	\$ 59,675	\$ 69,372	\$4,227.87	\$5,780.96	\$1,951.32	\$2,668.14	\$ 24.39	\$ 33.35
Fleet Lube Technician										
Forestry Technician										
Golf Course Computerized Irrigation Technician										
Plant Operator C										
Parks Worker III										
Streets Technician III										
Traffic Technician II										
Utility System Technician - Journey										
Craftsworker	LTCU5	\$ 46,022	\$ 54,132	\$ 62,928	\$3,835.15	\$5,243.98	\$1,770.07	\$2,420.30	\$ 22.13	\$ 30.25
Golf Course Maintenance Worker										
Parks Worker II										
Parts Specialist										
Plant Operator D										
Streets Technician II										
Traffic Technician I										
Utility System Technician -Associate										
Building Maintenance Worker	LTCU4	\$ 41,747	\$ 49,104	\$ 57,082	\$3,478.91	\$4,756.87	\$1,605.65	\$2,195.48	\$ 20.07	\$ 27.44
Custodian	LTCU3	\$ 37,869	\$ 44,543	\$ 51,780	\$3,155.76	\$4,315.02	\$1,456.50	\$1,991.55	\$ 18.21	\$ 24.89
Municipal Services Worker										

LABOR, TRADES, CRAFTS AND UTILITIES

ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 31,161	3.75%	\$ 32,329	3.5%	\$ 33,461	3.25%	\$ 34,548	3.0%	\$ 35,585	3.0%	\$ 36,652	3.0%	\$ 37,752	3.0%	\$ 38,884	2.5%	\$ 39,856	2.5%	\$ 40,853	2.25%	\$ 41,772	2.0%	\$ 42,607
LTCU2	\$ 34,352	3.75%	\$ 35,640	3.5%	\$ 36,887	3.25%	\$ 38,086	3.0%	\$ 39,228	3.0%	\$ 40,405	3.0%	\$ 41,618	3.0%	\$ 42,866	2.5%	\$ 43,938	2.5%	\$ 45,036	2.25%	\$ 46,049	2.0%	\$ 46,970
LTCU3	\$ 37,869	3.75%	\$ 39,289	3.5%	\$ 40,664	3.25%	\$ 41,986	3.0%	\$ 43,245	3.0%	\$ 44,543	3.0%	\$ 45,879	3.0%	\$ 47,256	2.5%	\$ 48,437	2.5%	\$ 49,648	2.25%	\$ 50,765	2.0%	\$ 51,780
LTCU4	\$ 41,747	3.75%	\$ 43,312	3.5%	\$ 44,828	3.25%	\$ 46,285	3.0%	\$ 47,674	3.0%	\$ 49,104	3.0%	\$ 50,577	3.0%	\$ 52,094	2.5%	\$ 53,397	2.5%	\$ 54,732	2.25%	\$ 55,963	2.0%	\$ 57,082
LTCU5	\$ 46,022	3.75%	\$ 47,748	3.5%	\$ 49,419	3.25%	\$ 51,025	3.0%	\$ 52,556	3.0%	\$ 54,132	3.0%	\$ 55,756	3.0%	\$ 57,429	2.5%	\$ 58,865	2.5%	\$ 60,336	2.25%	\$ 61,694	2.0%	\$ 62,928
LTCU6	\$ 50,734	3.75%	\$ 52,637	3.5%	\$ 54,479	3.25%	\$ 56,250	3.0%	\$ 57,937	3.0%	\$ 59,675	3.0%	\$ 61,466	3.0%	\$ 63,310	2.5%	\$ 64,892	2.5%	\$ 66,515	2.25%	\$ 68,011	2.0%	\$ 69,372
LTCU7	\$ 55,930	3.75%	\$ 58,027	3.5%	\$ 60,058	3.25%	\$ 62,010	3.0%	\$ 63,870	3.0%	\$ 65,786	3.0%	\$ 67,760	3.0%	\$ 69,793	2.5%	\$ 71,537	2.5%	\$ 73,326	2.25%	\$ 74,976	2.0%	\$ 76,475
LTCU8	\$ 61,657	3.75%	\$ 63,969	3.5%	\$ 66,208	3.25%	\$ 68,360	3.0%	\$ 70,410	3.0%	\$ 72,523	3.0%	\$ 74,698	3.0%	\$ 76,939	2.5%	\$ 78,863	2.5%	\$ 80,834	2.25%	\$ 82,653	2.0%	\$ 84,306
LTCU9	\$ 67,970	3.75%	\$ 70,519	3.5%	\$ 72,988	3.25%	\$ 75,360	3.0%	\$ 77,620	3.0%	\$ 79,949	3.0%	\$ 82,348	3.0%	\$ 84,818	2.5%	\$ 86,938	2.5%	\$ 89,112	2.25%	\$ 91,117	2.0%	\$ 92,939

MONTHLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$2,596.72	3.75%	\$2,694.10	3.5%	\$2,788.39	3.25%	\$2,879.01	3.0%	\$2,965.39	3.0%	\$3,054.35	3.0%	\$3,145.98	3.0%	\$3,240.36	2.5%	\$3,321.37	2.5%	\$3,404.40	2.25%	\$3,481.00	2.0%	\$3,550.62
LTCU2	\$2,862.63	3.75%	\$2,969.97	3.5%	\$3,073.92	3.25%	\$3,173.83	3.0%	\$3,269.04	3.0%	\$3,367.11	3.0%	\$3,468.13	3.0%	\$3,572.17	2.5%	\$3,661.47	2.5%	\$3,753.01	2.25%	\$3,837.45	2.0%	\$3,914.20
LTCU3	\$3,155.76	3.75%	\$3,274.10	3.5%	\$3,388.69	3.25%	\$3,498.83	3.0%	\$3,603.79	3.0%	\$3,711.90	3.0%	\$3,823.26	3.0%	\$3,937.96	2.5%	\$4,036.41	2.5%	\$4,137.32	2.25%	\$4,230.41	2.0%	\$4,315.02
LTCU4	\$3,478.91	3.75%	\$3,609.37	3.5%	\$3,735.70	3.25%	\$3,857.11	3.0%	\$3,972.82	3.0%	\$4,092.00	3.0%	\$4,214.76	3.0%	\$4,341.21	2.5%	\$4,449.74	2.5%	\$4,560.98	2.25%	\$4,663.60	2.0%	\$4,756.87
LTCU5	\$3,835.15	3.75%	\$3,978.97	3.5%	\$4,118.23	3.25%	\$4,252.07	3.0%	\$4,379.64	3.0%	\$4,511.02	3.0%	\$4,646.36	3.0%	\$4,785.75	2.5%	\$4,905.39	2.5%	\$5,028.02	2.25%	\$5,141.15	2.0%	\$5,243.98
LTCU6	\$4,227.87	3.75%	\$4,386.41	3.5%	\$4,539.94	3.25%	\$4,687.49	3.0%	\$4,828.11	3.0%	\$4,972.95	3.0%	\$5,122.14	3.0%	\$5,275.81	2.5%	\$5,407.70	2.5%	\$5,542.89	2.25%	\$5,667.61	2.0%	\$5,780.96
LTCU7	\$4,660.80	3.75%	\$4,835.58	3.5%	\$5,004.83	3.25%	\$5,167.48	3.0%	\$5,322.51	3.0%	\$5,482.18	3.0%	\$5,646.65	3.0%	\$5,816.05	2.5%	\$5,961.45	2.5%	\$6,110.49	2.25%	\$6,247.97	2.0%	\$6,372.93
LTCU8	\$5,138.07	3.75%	\$5,330.75	3.5%	\$5,517.32	3.25%	\$5,696.63	3.0%	\$5,867.53	3.0%	\$6,043.56	3.0%	\$6,224.87	3.0%	\$6,411.61	2.5%	\$6,571.90	2.5%	\$6,736.20	2.25%	\$6,887.76	2.0%	\$7,025.52
LTCU9	\$5,664.21	3.75%	\$5,876.61	3.5%	\$6,082.29	3.25%	\$6,279.97	3.0%	\$6,468.37	3.0%	\$6,662.42	3.0%	\$6,862.29	3.0%	\$7,068.16	2.5%	\$7,244.87	2.5%	\$7,425.99	2.25%	\$7,593.07	2.0%	\$7,744.93

BIWEEKLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 1,198.49	3.75%	\$ 1,243.43	3.5%	\$ 1,286.95	3.25%	\$ 1,328.78	3.0%	\$ 1,368.64	3.0%	\$ 1,409.70	3.0%	\$ 1,451.99	3.0%	\$ 1,495.55	2.5%	\$ 1,532.94	2.5%	\$ 1,571.26	2.25%	\$ 1,606.61	2.0%	\$ 1,638.75
LTCU2	\$ 1,321.21	3.75%	\$ 1,370.76	3.5%	\$ 1,418.73	3.25%	\$ 1,464.84	3.0%	\$ 1,508.79	3.0%	\$ 1,554.05	3.0%	\$ 1,600.67	3.0%	\$ 1,648.69	2.5%	\$ 1,689.91	2.5%	\$ 1,732.16	2.25%	\$ 1,771.13	2.0%	\$ 1,806.55
LTCU3	\$ 1,456.50	3.75%	\$ 1,511.12	3.5%	\$ 1,564.01	3.25%	\$ 1,614.84	3.0%	\$ 1,663.29	3.0%	\$ 1,713.19	3.0%	\$ 1,764.58	3.0%	\$ 1,817.52	2.5%	\$ 1,862.96	2.5%	\$ 1,909.53	2.25%	\$ 1,952.50	2.0%	\$ 1,991.55
LTCU4	\$ 1,605.65	3.75%	\$ 1,665.86	3.5%	\$ 1,724.17	3.25%	\$ 1,780.20	3.0%	\$ 1,833.61	3.0%	\$ 1,888.62	3.0%	\$ 1,945.28	3.0%	\$ 2,003.63	2.5%	\$ 2,053.72	2.5%	\$ 2,105.07	2.25%	\$ 2,152.43	2.0%	\$ 2,195.48
LTCU5	\$ 1,770.07	3.75%	\$ 1,836.45	3.5%	\$ 1,900.72	3.25%	\$ 1,962.50	3.0%	\$ 2,021.37	3.0%	\$ 2,082.01	3.0%	\$ 2,144.47	3.0%	\$ 2,208.81	2.5%	\$ 2,264.03	2.5%	\$ 2,320.63	2.25%	\$ 2,372.84	2.0%	\$ 2,420.30
LTCU6	\$ 1,951.32	3.75%	\$ 2,024.50	3.5%	\$ 2,095.36	3.25%	\$ 2,163.45	3.0%	\$ 2,228.36	3.0%	\$ 2,295.21	3.0%	\$ 2,364.07	3.0%	\$ 2,434.99	2.5%	\$ 2,495.86	2.5%	\$ 2,558.26	2.25%	\$ 2,615.82	2.0%	\$ 2,668.14
LTCU7	\$ 2,151.14	3.75%	\$ 2,231.81	3.5%	\$ 2,309.92	3.25%	\$ 2,384.99	3.0%	\$ 2,456.54	3.0%	\$ 2,530.24	3.0%	\$ 2,606.15	3.0%	\$ 2,684.33	2.5%	\$ 2,751.44	2.5%	\$ 2,820.22	2.25%	\$ 2,883.68	2.0%	\$ 2,941.35
LTCU8	\$ 2,371.42	3.75%	\$ 2,460.34	3.5%	\$ 2,546.46	3.25%	\$ 2,629.22	3.0%	\$ 2,708.09	3.0%	\$ 2,789.34	3.0%	\$ 2,873.02	3.0%	\$ 2,959.21	2.5%	\$ 3,033.19	2.5%	\$ 3,109.02	2.25%	\$ 3,178.97	2.0%	\$ 3,242.55
LTCU9	\$ 2,614.25	3.75%	\$ 2,712.28	3.5%	\$ 2,807.21	3.25%	\$ 2,898.45	3.0%	\$ 2,985.40	3.0%	\$ 3,074.96	3.0%	\$ 3,167.21	3.0%	\$ 3,262.23	2.5%	\$ 3,343.78	2.5%	\$ 3,427.38	2.25%	\$ 3,504.49	2.0%	\$ 3,574.58

HOURLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 14.98109	3.75%	\$ 15.54288	3.5%	\$ 16.08688	3.25%	\$ 16.60970	3.0%	\$ 17.10799	3.0%	\$ 17.62123	3.0%	\$ 18.14987	3.0%	\$ 18.69436	2.5%	\$ 19.16172	2.5%	\$ 19.64077	2.25%	\$ 20.08268	2.0%	\$ 20.48434
LTCU2	\$ 16.51515	3.75%	\$ 17.13447	3.5%	\$ 17.73417	3.25%	\$ 18.31053	3.0%	\$ 18.85985	3.0%	\$ 19.42565	3.0%	\$ 20.00842	3.0%	\$ 20.60867	2.5%	\$ 21.12388	2.5%	\$ 21.65198	2.25%	\$ 22.13915	2.0%	\$ 22.58193
LTCU3	\$ 18.20630	3.75%	\$ 18.88904	3.5%	\$ 19.55015	3.25%	\$ 20.18553	3.0%	\$ 20.79110	3.0%	\$ 21.41483	3.0%	\$ 22.05728	3.0%	\$ 22.71900	2.5%	\$ 23.28697	2.5%	\$ 23.86914	2.25%	\$ 24.40620	2.0%	\$ 24.89432
LTCU4	\$ 20.07063	3.75%	\$ 20.82327	3.5%	\$ 21.55209	3.25%	\$ 22.25253	3.0%	\$ 22.92011	3.0%	\$ 23.60771	3.0%	\$ 24.31594	3.0%	\$ 25.04542	2.5%	\$ 25.67156	2.5%	\$ 26.31334	2.25%	\$ 26.90540	2.0%	\$ 27.44350
LTCU5	\$ 22.12586	3.75%	\$ 22.95558	3.5%	\$ 23.75902	3.25%	\$ 24.53119	3.0%	\$ 25.26713	3.0%	\$ 26.02514	3.0%	\$ 26.80589	3.0%	\$ 27.61007	2.5%	\$ 28.30032	2.5%	\$ 29.00783	2.25%	\$ 29.66051	2.0%	\$ 30.25372
LTCU6	\$ 24.39155	3.75%	\$ 25.30623	3.5%	\$ 26.19195	3.25%	\$ 27.04318	3.0%	\$ 27.85448	3.0%	\$ 28.69011	3.0%	\$ 29.55082	3.0%	\$ 30.43734	2.5%	\$ 31.19828	2.5%	\$ 31.97823	2.25%	\$ 32.69774	2.0%	\$ 33.35170
LTCU7	\$ 26.88924	3.75%	\$ 27.89759	3.5%	\$ 28.87400	3.25%	\$ 29.81241	3.0%	\$ 30.70678	3.0%	\$ 31.62798	3.0%	\$ 32.57682	3.0%	\$ 33.55413	2.5%	\$ 34.39298	2.5%	\$ 35.25280	2.25%	\$ 36.04599	2.0%	\$ 36.76691
LTCU8	\$ 29.64270	3.75%	\$ 30.75430	3.5%	\$ 31.83070	3.25%	\$ 32.86520	3.0%	\$ 33.85115	3.0%	\$ 34.86669	3.0%	\$ 35.91269	3.0%	\$ 36.99007	2.5%	\$ 37.91482	2.5%	\$ 38.86269	2.25%	\$ 39.73710	2.0%	\$ 40.53184
LTCU9	\$ 32.67811	3.75%	\$ 33.90354	3.5%	\$ 35.09016	3.25%	\$ 36.23059	3.0%	\$ 37.31751	3.0%	\$ 38.43704	3.0%	\$ 39.59015	3.0%	\$ 40.77785	2.5%	\$ 41.79730	2.5%	\$ 42.84223	2.25%	\$ 43.80618	2.0%	\$ 44.68230

MANAGEMENT JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Deputy City Attorney	MGMT13	\$ 142,712	\$ 167,862	\$ 195,136	\$11,892.63	\$16,261.35	\$ 5,488.91	\$7,505.24	\$ 68.61	\$ 93.82
City Engineer	MGMT12	\$ 135,916	\$ 159,869	\$ 185,844	\$11,326.32	\$15,487.00	\$ 5,227.53	\$7,147.85	\$ 65.34	\$ 89.35
Assistant City Engineer	MGMT11	\$ 128,222	\$ 150,819	\$ 175,325	\$10,685.20	\$14,610.38	\$ 4,931.63	\$6,743.25	\$ 61.65	\$ 84.29
Assistant Finance Director Deputy Director of Vibrant Community and Neighborhoods Engineering Manager Engineering Manager - City Traffic Engineer Manager of City Planning and Development Technology Infrastructure and Operations Manager Technology and Project Services Manager	MGMT10	\$ 120,965	\$ 142,282	\$ 165,401	\$10,080.38	\$13,783.38	\$ 4,652.48	\$6,361.56	\$ 58.16	\$ 79.52
Chief Building Official Chief Communications Manager Chief Information Security Officer Civil Engineer IV (Supervisor) Controller Court Administrator Data & Analytics Manager Manager of City Facilities Utilities Business Manager	MGMT9	\$ 109,708	\$ 129,043	\$ 150,010	\$9,142.37	\$12,500.79	\$ 4,219.56	\$5,769.60	\$ 52.74	\$ 72.12
Chief Information Security Officer Customer Information Manager Economic Development Manager Executive Director Ralston House Fleet Manager Golf Course Manager Human Resources Manager Manager of Golf Course Operations Manager of Housing Preservation and Resources Manager of Traffic Operations and Maintenance Mobility Planning and Innovation Manager Parks and Urban Design Manager Parks Manager Police Civilian Operations Manager Purchasing Manager Revenue Manager Risk and Safety Manager Senior Organizational Development Manager Service Desk Manager (IT) Stormwater Administrator Streets Manager	MGMT8	\$ 101,818	\$ 119,761	\$ 139,220	\$8,484.80	\$11,601.67	\$ 3,916.06	\$5,354.61	\$ 48.95	\$ 66.93

MANAGEMENT JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Wastewater and Stormwater Manager	MGMT8	\$ 101,818	\$ 119,761	\$ 139,220	\$ 8,484.80	\$ 11,601.67	\$ 3,916.06	\$ 5,354.61	\$ 48.95	\$ 66.93
Water Resources Administrator										
Water System Manager										
Water Treatment Manager										
Assistant Manager of City Facilities	MGMT7	\$ 92,343	\$ 108,617	\$ 126,265	\$7,695.27	\$10,522.10	\$ 3,551.66	\$4,856.35	\$ 44.40	\$ 60.70
CAD/GIS Supervisor										
Chief Surveyor										
Food and Beverage Manager										
Operations Support Supervisor										
Pavement Manager										
Plant Supervisor - SCADA										
Accounting Supervisor	MGMT6	\$ 83,750	\$ 98,510	\$ 114,516	\$6,979.20	\$9,542.99	\$ 3,221.17	\$4,404.46	\$ 40.26	\$ 55.06
Assistant Building Official										
Construction and Inspection Supervisor										
Construction and Maintenance Supervisor										
Customer Information Supervisor										
Law Office Administrator										
Operations Supervisor										
Payroll Supervisor										
Ralston House Manager										
Sales Tax Auditor Supervisor										
Streets Supervisor										
Systems and Administrative Manager										
Traffic Field Operations Supervisor										
Utilities Systems Analyst Supervisor										
Utility Supervisor										
Water Quality Administrator										
Assistant Fleet Manager	MGMT5	\$ 75,957	\$ 89,343	\$ 103,860	\$6,329.77	\$8,654.99	\$ 2,921.43	\$3,994.61	\$ 36.52	\$ 49.93
Chief Plant Operator										
City Forester										
Computerized Irrigation Supervisor										
Deputy Court Administrator										
Development Manager (Ralston House)										
Evidence Supervisor										
Golf Course Superintendent										
Housing Choice Voucher Program Supervisor										
Irrigation Crew Supervisor										
Media Services Manager										
Nature Center Director										
Parks Program Manager										
Parks Supervisor										
Police Civillian Operations Supervisor										

MANAGEMENT JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Building Maintenance Leadworker Head Golf Professional Survey Party Chief	MGMT4	\$ 67,326	\$ 79,191	\$ 92,058	\$5,610.50	\$7,671.50	\$ 2,589.46	\$3,540.69	\$ 32.37	\$ 44.26
Administrative Supervisor Restaurant Manager Sous Chef /Kitchen Manager	MGMT3	\$ 61,061	\$ 71,822	\$ 83,492	\$5,088.43	\$6,957.65	\$ 2,348.51	\$3,211.22	\$ 29.36	\$ 40.14

MANAGEMENT

ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 55,379	3.75%	\$ 57,456	3.5%	\$ 59,467	3.25%	\$ 61,400	3.0%	\$ 63,242	3.0%	\$ 65,139	3.0%	\$ 67,093	3.0%	\$ 69,106	2.5%	\$ 70,833	2.5%	\$ 72,604	2.25%	\$ 74,238	2.0%	\$ 75,723
MGMT3	\$ 61,061	3.75%	\$ 63,351	3.5%	\$ 65,568	3.25%	\$ 67,699	3.0%	\$ 69,730	3.0%	\$ 71,822	3.0%	\$ 73,977	3.0%	\$ 76,196	2.5%	\$ 78,101	2.5%	\$ 80,053	2.25%	\$ 81,855	2.0%	\$ 83,492
MGMT4	\$ 67,326	3.75%	\$ 69,851	3.5%	\$ 72,296	3.25%	\$ 74,645	3.0%	\$ 76,884	3.0%	\$ 79,191	3.0%	\$ 81,567	3.0%	\$ 84,014	2.5%	\$ 86,114	2.5%	\$ 88,267	2.25%	\$ 90,253	2.0%	\$ 92,058
MGMT5	\$ 75,957	3.75%	\$ 78,806	3.5%	\$ 81,564	3.25%	\$ 84,215	3.0%	\$ 86,741	3.0%	\$ 89,343	3.0%	\$ 92,024	3.0%	\$ 94,784	2.5%	\$ 97,154	2.5%	\$ 99,583	2.25%	\$ 101,823	2.0%	\$ 103,860
MGMT6	\$ 83,750	3.75%	\$ 86,891	3.5%	\$ 89,932	3.25%	\$ 92,855	3.0%	\$ 95,641	3.0%	\$ 98,510	3.0%	\$ 101,465	3.0%	\$ 104,509	2.5%	\$ 107,122	2.5%	\$ 109,800	2.25%	\$ 112,270	2.0%	\$ 114,516
MGMT7	\$ 92,343	3.75%	\$ 95,806	3.5%	\$ 99,159	3.25%	\$ 102,382	3.0%	\$ 105,453	3.0%	\$ 108,617	3.0%	\$ 111,876	3.0%	\$ 115,232	2.5%	\$ 118,113	2.5%	\$ 121,065	2.25%	\$ 123,789	2.0%	\$ 126,265
MGMT8	\$ 101,818	3.75%	\$ 105,636	3.5%	\$ 109,333	3.25%	\$ 112,886	3.0%	\$ 116,273	3.0%	\$ 119,761	3.0%	\$ 123,354	3.0%	\$ 127,055	2.5%	\$ 130,231	2.5%	\$ 133,487	2.25%	\$ 136,490	2.0%	\$ 139,220
MGMT9	\$ 109,708	3.75%	\$ 113,823	3.5%	\$ 117,806	3.25%	\$ 121,635	3.0%	\$ 125,284	3.0%	\$ 129,043	3.0%	\$ 132,914	3.0%	\$ 136,901	2.5%	\$ 140,324	2.5%	\$ 143,832	2.25%	\$ 147,068	2.0%	\$ 150,010
MGMT10	\$ 120,965	3.75%	\$ 125,501	3.5%	\$ 129,893	3.25%	\$ 134,115	3.0%	\$ 138,138	3.0%	\$ 142,282	3.0%	\$ 146,551	3.0%	\$ 150,947	2.5%	\$ 154,721	2.5%	\$ 158,589	2.25%	\$ 162,157	2.0%	\$ 165,401
MGMT11	\$ 128,222	3.75%	\$ 133,031	3.5%	\$ 137,687	3.25%	\$ 142,162	3.0%	\$ 146,427	3.0%	\$ 150,819	3.0%	\$ 155,344	3.0%	\$ 160,004	2.5%	\$ 164,004	2.5%	\$ 168,104	2.25%	\$ 171,887	2.0%	\$ 175,325
MGMT12	\$ 135,916	3.75%	\$ 141,013	3.5%	\$ 145,948	3.25%	\$ 150,691	3.0%	\$ 155,212	3.0%	\$ 159,869	3.0%	\$ 164,665	3.0%	\$ 169,604	2.5%	\$ 173,845	2.5%	\$ 178,191	2.25%	\$ 182,200	2.0%	\$ 185,844
MGMT13	\$ 142,712	3.75%	\$ 148,063	3.5%	\$ 153,245	3.25%	\$ 158,226	3.0%	\$ 162,973	3.0%	\$ 167,862	3.0%	\$ 172,898	3.0%	\$ 178,085	2.5%	\$ 182,537	2.5%	\$ 187,100	2.25%	\$ 191,310	2.0%	\$ 195,136

MONTHLY

	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$4,614.94	3.75%	\$4,788.00	3.5%	\$4,955.58	3.25%	\$5,116.63	3.0%	\$5,270.13	3.0%	\$5,428.23	3.0%	\$5,591.08	3.0%	\$5,758.81	2.5%	\$5,902.78	2.5%	\$6,050.35	2.25%	\$6,186.49	2.0%	\$6,310.22
MGMT3	\$5,088.43	3.75%	\$5,279.24	3.5%	\$5,464.02	3.25%	\$5,641.60	3.0%	\$5,810.85	3.0%	\$5,985.17	3.0%	\$6,164.73	3.0%	\$6,349.67	2.5%	\$6,508.41	2.5%	\$6,671.12	2.25%	\$6,821.22	2.0%	\$6,957.65
MGMT4	\$5,610.50	3.75%	\$5,820.89	3.5%	\$6,024.63	3.25%	\$6,220.43	3.0%	\$6,407.04	3.0%	\$6,599.25	3.0%	\$6,797.23	3.0%	\$7,001.14	2.5%	\$7,176.17	2.5%	\$7,355.58	2.25%	\$7,521.08	2.0%	\$7,671.50
MGMT5	\$6,329.77	3.75%	\$6,567.13	3.5%	\$6,796.98	3.25%	\$7,017.89	3.0%	\$7,228.42	3.0%	\$7,445.27	3.0%	\$7,668.63	3.0%	\$7,898.69	2.5%	\$8,096.16	2.5%	\$8,298.56	2.25%	\$8,485.28	2.0%	\$8,654.99
MGMT6	\$6,979.20	3.75%	\$7,240.92	3.5%	\$7,494.35	3.25%	\$7,737.92	3.0%	\$7,970.06	3.0%	\$8,209.16	3.0%	\$8,455.43	3.0%	\$8,709.10	2.5%	\$8,926.82	2.5%	\$9,150.00	2.25%	\$9,355.87	2.0%	\$9,542.99
MGMT7	\$7,695.27	3.75%	\$7,983.84	3.5%	\$8,263.27	3.25%	\$8,531.83	3.0%	\$8,787.79	3.0%	\$9,051.42	3.0%	\$9,322.96	3.0%	\$9,602.65	2.5%	\$9,842.72	2.5%	\$10,088.78	2.25%	\$10,315.78	2.0%	\$10,522.10
MGMT8	\$8,484.80	3.75%	\$8,802.98	3.5%	\$9,111.09	3.25%	\$9,407.20	3.0%	\$9,689.41	3.0%	\$9,980.09	3.0%	\$10,279.50	3.0%	\$10,587.88	2.5%	\$10,852.58	2.5%	\$11,123.89	2.25%	\$11,374.18	2.0%	\$11,601.67
MGMT9	\$9,142.37	3.75%	\$9,485.21	3.5%	\$9,817.20	3.25%	\$10,136.25	3.0%	\$10,440.34	3.0%	\$10,753.55	3.0%	\$11,076.16	3.0%	\$11,408.44	2.5%	\$11,693.65	2.5%	\$11,986.00	2.25%	\$12,255.68	2.0%	\$12,500.79
MGMT10	\$10,080.38	3.75%	\$10,458.40	3.5%	\$10,824.44	3.25%	\$11,176.23	3.0%	\$11,511.52	3.0%	\$11,856.87	3.0%	\$12,212.57	3.0%	\$12,578.95	2.5%	\$12,893.42	2.5%	\$13,215.76	2.25%	\$13,513.11	2.0%	\$13,783.38
MGMT11	\$10,685.20	3.75%	\$11,085.90	3.5%	\$11,473.91	3.25%	\$11,846.81	3.0%	\$12,202.21	3.0%	\$12,568.28	3.0%	\$12,945.33	3.0%	\$13,333.69	2.5%	\$13,667.03	2.5%	\$14,008.70	2.25%	\$14,323.90	2.0%	\$14,610.38
MGMT12	\$11,326.32	3.75%	\$11,751.05	3.5%	\$12,162.34	3.25%	\$12,557.62	3.0%	\$12,934.35	3.0%	\$13,322.38	3.0%	\$13,722.05	3.0%	\$14,133.71	2.5%	\$14,487.05	2.5%	\$14,849.23	2.25%	\$15,183.33	2.0%	\$15,487.00
MGMT13	\$11,892.63	3.75%	\$12,338.61	3.5%	\$12,770.46	3.25%	\$13,185.50	3.0%	\$13,581.06	3.0%	\$13,988.49	3.0%	\$14,408.15	3.0%	\$14,840.39	2.5%	\$15,211.40	2.5%	\$15,591.69	2.25%	\$15,942.50	2.0%	\$16,261.35

BIWEEKLY

	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 2,129.97	3.75%	\$ 2,209.84	3.5%	\$ 2,287.19	3.25%	\$ 2,361.52	3.0%	\$ 2,432.37	3.0%	\$ 2,505.34	3.0%	\$ 2,580.50	3.0%	\$ 2,657.91	2.5%	\$ 2,724.36	2.5%	\$ 2,792.47	2.25%	\$ 2,855.30	2.0%	\$ 2,912.41
MGMT3	\$ 2,348.51	3.75%	\$ 2,436.57	3.5%	\$ 2,521.85	3.25%	\$ 2,603.81	3.0%	\$ 2,681.93	3.0%	\$ 2,762.39	3.0%	\$ 2,845.26	3.0%	\$ 2,930.62	2.5%	\$ 3,003.88	2.5%	\$ 3,078.98	2.25%	\$ 3,148.26	2.0%	\$ 3,211.22
MGMT4	\$ 2,589.46	3.75%	\$ 2,686.57	3.5%	\$ 2,780.60	3.25%	\$ 2,870.97	3.0%	\$ 2,957.10	3.0%	\$ 3,045.81	3.0%	\$ 3,137.18	3.0%	\$ 3,231.30	2.5%	\$ 3,312.08	2.5%	\$ 3,394.88	2.25%	\$ 3,471.27	2.0%	\$ 3,540.69
MGMT5	\$ 2,921.43	3.75%	\$ 3,030.98	3.5%	\$ 3,137.07	3.25%	\$ 3,239.02	3.0%	\$ 3,336.19	3.0%	\$ 3,436.28	3.0%	\$ 3,539.37	3.0%	\$ 3,645.55	2.5%	\$ 3,736.69	2.5%	\$ 3,830.11	2.25%	\$ 3,916.28	2.0%	\$ 3,994.61
MGMT6	\$ 3,221.17	3.75%	\$ 3,341.96	3.5%	\$ 3,458.93	3.25%	\$ 3,571.35	3.0%	\$ 3,678.49	3.0%	\$ 3,788.84	3.0%	\$ 3,902.51	3.0%	\$ 4,019.58	2.5%	\$ 4,120.07	2.5%	\$ 4,223.07	2.25%	\$ 4,318.09	2.0%	\$ 4,404.46
MGMT7	\$ 3,551.66	3.75%	\$ 3,684.85	3.5%	\$ 3,813.82	3.25%	\$ 3,937.77	3.0%	\$ 4,055.90	3.0%	\$ 4,177.58	3.0%	\$ 4,302.91	3.0%	\$ 4,431.99	2.5%	\$ 4,542.79	2.5%	\$ 4,656.36	2.25%	\$ 4,761.13	2.0%	\$ 4,856.35
MGMT8	\$ 3,916.06	3.75%	\$ 4,062.91	3.5%	\$ 4,205.12	3.25%	\$ 4,341.78	3.0%	\$ 4,472.04	3.0%	\$ 4,606.20	3.0%	\$ 4,744.38	3.0%	\$ 4,886.72	2.5%	\$ 5,008.88	2.5%	\$ 5,134.11	2.25%	\$ 5,249.62	2.0%	\$ 5,354.61
MGMT9	\$ 4,219.56	3.75%	\$ 4,377.79	3.5%	\$ 4,531.01	3.25%	\$ 4,678.27	3.0%	\$ 4,818.62	3.0%	\$ 4,963.18	3.0%	\$ 5,112.07	3.0%	\$ 5,265.44	2.5%	\$ 5,397.07	2.5%	\$ 5,532.00	2.25%	\$ 5,656.47	2.0%	\$ 5,769.60
MGMT10	\$ 4,652.48	3.75%	\$ 4,826.95	3.5%	\$ 4,995.90	3.25%	\$ 5,158.26	3.0%	\$ 5,313.01	3.0%	\$ 5,472.40	3.0%	\$ 5,636.57	3.0%	\$ 5,805.67	2.5%	\$ 5,950.81	2.5%	\$ 6,099.58	2.25%	\$ 6,236.82	2.0%	\$ 6,361.56
MGMT11	\$ 4,931.63	3.75%	\$ 5,116.57	3.5%	\$ 5,295.65	3.25%	\$ 5,467.76	3.0%	\$ 5,631.79	3.0%	\$ 5,800.74	3.0%	\$ 5,974.77	3.0%	\$ 6,154.01	2.5%	\$ 6,307.86	2.5%	\$ 6,465.56	2.25%	\$ 6,611.03	2.0%	\$ 6,743.25
MGMT12	\$ 5,227.53	3.75%	\$ 5,423.56	3.5%	\$ 5,613.39	3.25%	\$ 5,795.82	3.0%	\$ 5,969.70	3.0%	\$ 6,148.79	3.0%	\$ 6,333.25	3.0%	\$ 6,523.25	2.5%	\$ 6,686.33	2.5%	\$ 6,853.49	2.25%	\$ 7,007.69	2.0%	\$ 7,147.85
MGMT13	\$ 5,488.91	3.75%	\$ 5,694.74	3.5%	\$ 5,894.06	3.25%	\$ 6,085.61	3.0%	\$ 6,268.18	3.0%	\$ 6,456.23	3.0%	\$ 6,649.91	3.0%	\$ 6,849.41	2.5%	\$ 7,020.65	2.5%	\$ 7,196.16	2.25%	\$ 7,358.08	2.0%	\$ 7,505.24

HOURLY

	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 26.62463	3.75%	\$ 27.62305	3.5%	\$ 28.58986	3.25%	\$ 29.51903	3.0%	\$ 30.40460	3.0%	\$ 31.31674	3.0%	\$ 32.25624	3.0%	\$ 33.22393	2.5%	\$ 34.05453	2.5%	\$ 34.90589	2.25%	\$ 35.69127	2.0%	\$ 36.40510
MGMT3	\$ 29.35632	3.75%	\$ 30.45718	3.5%	\$ 31.52318	3.25%	\$ 32.54768	3.0%	\$ 33.52411	3.0%	\$ 34.52984	3.0%	\$ 35.56573	3.0%	\$ 36.63270	2.5%	\$ 37.54852	2.5%	\$ 38.48724	2.25%	\$ 39.35320	2.0%	\$ 40.14026
MGMT4	\$ 32.36828	3.75%	\$ 33.58209	3.5%	\$ 34.75746	3.25%	\$ 35.88708	3.0%	\$ 36.96369	3.0%	\$ 38.07260	3.0%	\$ 39.21478	3.0%	\$ 40.39122	2.5%	\$ 41.40100	2.5%	\$ 42.43603	2.25%	\$ 43.39084	2.0%	\$ 44.25865
MGMT5	\$ 36.51789	3.75%	\$ 37.88731	3.5%	\$ 39.21336	3.25%	\$ 40.48780	3.0%	\$ 41.70243	3.0%	\$ 42.95351	3.0%	\$ 44.24211	3.0%	\$ 45.56937	2.5%	\$ 46.70861	2.5%	\$ 47.87632	2.25%	\$ 48.95354	2.0%	\$ 49.93261
MGMT6	\$ 40.26462	3.75%	\$ 41.77455	3.5%	\$ 43.23666	3.25%	\$ 44.64185	3.0%	\$ 45.98110	3.0%	\$ 47.36054	3.0%	\$ 48.78135	3.0%	\$ 50.24479	2.5%	\$ 51.50091	2.5%	\$ 52.78843	2.25%	\$ 53.97617	2.0%	\$ 55.05570
MGMT7	\$ 44.39577	3.75%	\$ 46.06062	3.5%	\$ 47.67274	3.25%	\$ 49.22210	3.0%	\$ 50.69876	3.0%	\$ 52.21973	3.0%	\$ 53.78632	3.0%	\$ 55.39991	2.5%	\$ 56.78491	2.5%	\$ 58.20453	2.25%	\$ 59.51413	2.0%	\$ 60.70441
MGMT8	\$ 48.95078	3.75%	\$ 50.78643	3.5%	\$ 52.56396	3.25%	\$ 54.27229	3.0%	\$ 55.90046	3.0%	\$ 57.57747	3.0%	\$ 59.30479	3.0%	\$ 61.08394	2.5%	\$ 62.61104	2.5%	\$ 64.17631	2.25%	\$ 65.62028	2.0%	\$ 66.93269
MGMT9	\$ 52.74447	3.75%	\$ 54.72238	3.5%	\$ 56.63767	3.25%	\$ 58.47839	3.0%	\$ 60.23274	3.0%	\$ 62.03972	3.0%	\$ 63.90092	3.0%	\$ 65.81794	2.5%	\$ 67.46339	2.5%	\$ 69.14998	2.25%	\$ 70.70585	2.0%	\$ 72.11997
MGMT10	\$ 58.15605	3.75%	\$ 60.33690	3.5%	\$ 62.44869	3.25%	\$ 64.47827	3.0%	\$ 66.41262	3.0%	\$ 68.40500	3.0%	\$ 70.45715	3.0%	\$ 72.57086	2.5%	\$ 74.38514	2.5%	\$ 76.24476	2.25%	\$ 77.96027	2.0%	\$ 79.51948
MGMT11	\$ 61.64541	3.75%	\$ 63.95711	3.5%	\$ 66.19561	3.25%	\$ 68.34697	3.0%	\$ 70.39738	3.0%	\$ 72.50930	3.0%	\$ 74.68458	3.0%	\$ 76.92512	2.5%	\$ 78.84824	2.5%	\$ 80.81945	2.25%	\$ 82.63789	2.0%	\$ 84.29065
MGMT12	\$ 65.34414	3.75%	\$ 67.79454	3.5%	\$ 70.16735	3.25%	\$ 72.44779	3.0%	\$ 74.62122	3.0%	\$ 76.85986	3.0%	\$ 79.16565	3.0%	\$ 81.54062	2.5%	\$ 83.57914	2.5%	\$ 85.68662	2.25%	\$ 87.59616	2.0%	\$ 89.34808
MGMT13	\$ 68.61134	3.75%	\$ 71.18427	3.5%	\$ 73.67572	3.25%	\$ 76.70718	3.0%	\$ 78.35228	3.0%	\$ 80.70285	3.0%	\$ 83.12394	3.0%	\$ 85.61765	2.5%	\$ 87.75810	2.5%	\$ 89.95205	2.25%	\$ 91.97597	2.0%	\$ 93.81549

POLICE SWORN JOB FAMILY									
TITLE	GRADE	ANNUAL		MONTHLY		BIWEEKLY		HOURLY	
		MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Deputy Police Chief	PD5	\$ 180,092	\$ 184,144	\$ 15,007.64	\$ 15,345.31	\$ 6,926.60	\$ 7,082.45	\$ 86.58	\$ 88.53
Police Commander	PD4	\$ 159,508	\$ 163,097	\$ 13,292.34	\$ 13,591.41	\$ 6,134.92	\$ 6,272.96	\$ 76.69	\$ 78.41
Police Lieutenant	PD3	\$ 147,168	\$ 150,479	\$ 12,264.00	\$ 12,539.94	\$ 5,660.31	\$ 5,787.66	\$ 70.75	\$ 72.35
Police Sergeant	PD2	\$ 121,132	\$ 131,400	\$ 10,094.30	\$ 10,950.00	\$ 4,658.91	\$ 5,053.85	\$ 58.24	\$ 63.17
Master Police Officer	PDM	\$ 110,714		\$ 9,226.13		\$ 4,258.21		\$ 53.23	
Police Officer	PD1	\$ 78,890	\$ 105,946	\$ 6,574.16	\$ 8,828.83	\$ 3,034.23	\$ 4,074.84	\$ 37.93	\$ 50.94
Police Recruit I	PR1	\$ 66,811		\$ 5,567.58		\$ 2,569.65		\$ 32.12	
Police Recruit II	PR2	\$ 70,151		\$ 5,845.92		\$ 2,698.12		\$ 33.73	

POLICE SWORN

ANNUAL									
	1		2		3		4		5
PD1	\$ 78,890	7.00%	\$ 84,429	7.00%	\$ 90,357	7.00%	\$ 96,682	7.00%	\$ 103,450
PDM	\$ 110,714								
PD2	\$ 121,132	3.00%	\$ 124,766	3.00%	\$ 128,509	2.25%	\$ 131,400		
PD3	\$ 147,168	2.25%	\$ 150,479						
PD4	\$ 159,508	2.25%	\$ 163,097						
PD5	\$ 180,092	2.25%	\$ 184,144						
PR1	\$ 66,811								
PR2	\$ 70,151								

MONTHLY									
	1		2		3		4		5
PD1	\$6,574.16	7.00%	\$7,035.77	7.00%	\$7,529.78	7.00%	\$8,056.87	7.00%	\$8,620.85
PDM	\$9,226.13								
PD2	\$10,094.30	3.00%	\$10,397.13	3.00%	\$10,709.05	2.25%	\$10,950.00		
PD3	\$12,264.00	2.25%	\$12,539.94						
PD4	\$13,292.34	2.25%	\$13,591.41						
PD5	\$15,007.64	2.25%	\$15,345.31						
PR1	\$5,567.58								
PR2	\$5,845.92								

BIWEEKLY									
	1		2		3		4		5
PD1	\$ 3,034.23	7.00%	\$ 3,247.28	7.00%	\$ 3,475.28	7.00%	\$ 3,718.55	7.00%	\$ 3,978.85
PDM	\$ 4,258.21								
PD2	\$ 4,658.91	3.00%	\$ 4,798.68	3.00%	\$ 4,942.64	2.25%	\$ 5,053.85		
PD3	\$ 5,660.31	2.25%	\$ 5,787.66						
PD4	\$ 6,134.92	2.25%	\$ 6,272.96						
PD4	\$ 6,926.60	2.25%	\$ 7,082.45						
PR1	\$ 2,569.65								
PR2	\$ 2,698.12								

HOURLY									
	1		2		3		4		5
PD1	\$ 37.92786	7.00%	\$ 40.59096	7.00%	\$ 43.44105	7.00%	\$ 46.48193	7.00%	\$ 49.73566
PDM	\$ 53.22765								
PD2	\$ 58.23637	3.00%	\$ 59.98346	3.00%	\$ 61.78296	2.25%	\$ 63.17308		
PD3	\$ 70.75385	2.25%	\$ 72.34581						
PD4	\$ 76.68656	2.25%	\$ 78.41201						
PD5	\$ 86.58254	2.25%	\$ 88.53064						
PR1	\$ 32.12067								
PR2	\$ 33.72644								

PROFESSIONAL JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Senior Assistant City Attorney	PROF11	\$ 114,223	\$ 134,353	\$ 156,183	\$9,518.60	\$13,015.22	\$4,393.20	\$6,007.02	\$ 54.91	\$ 75.09
Assistant City Attorney II Civil Engineer IV Traffic Engineer IV	PROF10	\$ 103,369	\$ 121,586	\$ 141,342	\$8,614.11	\$11,778.48	\$3,975.74	\$5,436.22	\$ 49.70	\$ 67.95
Assistant City Attorney I Civil Engineer III Community Connectivity Manager Traffic Engineer III	PROF9	\$ 93,547	\$ 110,033	\$ 127,911	\$7,795.58	\$10,659.26	\$3,597.96	\$4,919.66	\$ 44.97	\$ 61.50
Assistant to the City Manager AURA Project Manager Civil Engineer II Community Resilience Coordinator Grants Administrator OT/ITCS Security Operations Analyst Public Works Project Manager Senior Budget Analyst Senior Landscape Architect Senior Planner Strategic Planning and Performance Alignment Manager Traffic Engineer II	PROF8	\$ 84,658	\$ 99,577	\$ 115,757	\$7,054.82	\$9,646.39	\$3,256.07	\$4,452.18	\$ 40.70	\$ 55.65
ADA Coordinator Budget Analyst Civil Engineer I Financial Business Analyst Financial Systems Analyst Lead Crime Analyst Manager of Communications Manager of Communications and Marketing Parking and Travel Demand Management Coordinator Pavement Managmeent Coordinator Records Management Coordinator Safety Specialist Senior Benefits Specialist Senior Compensation Analyst Senior Human Resources Business Partner Senior Economic Development Specialist Senior GIS Analyst Senior Sustainability Coordinator Traffic Engineer I Utility Systems Analyst	PROF7	\$ 76,613	\$ 90,115	\$ 104,757	\$6,384.45	\$8,729.76	\$2,946.67	\$4,029.12	\$ 36.83	\$ 50.36

PROFESSIONAL JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Benefits Specialist	PROF6	\$ 69,333	\$ 81,552	\$ 94,803	\$5,777.79	\$7,900.24	\$2,666.67	\$3,646.26	\$ 33.33	\$ 45.58
Compensation Analyst										
Crime Analyst										
Economic Development Specialist										
Employment Specialist										
Risk and Claims Analyst										
Senior Accountant										
FI Cultural Coordinator										
Housing Rehabilitation / Loan Specialist										
GIS Analyst										
Human Resources Business Partner										
Lead Forensic Interviewer										
Neighborhood Engagement Coordinator										
Planner II										
Police Recruiter										
Risk and Claims Analyst										
Sales Tax Auditor										
Senior Probation Officer										
Senior Procurement Specialist										
Stormwater Regulatory Analyst										
Transportation Planner										
VFSA Cultural Coordinator										
Water Quality Scientist										
Water Resources Analyst										
Accountant	PROF5	\$ 62,745	\$ 73,803	\$ 85,794	\$5,228.77	\$7,149.54	\$2,413.28	\$3,299.79	\$ 30.17	\$ 41.25
Assistant Nature Center Director										
Business Analyst										
Communications Coordinator										
Engagement Coordinator										
Forensic Interviewer (Ralston House)										
Forensic Interviewer-Bilingual (Ralston House)										
Grants Accountant										
Planner I										
Police Accreditation Analyst										
Procurement Specialist										
Sales Coordinator										
Special Events Coordinator										
Assistant Golf Manager	PROF4	\$ 56,783	\$ 66,790	\$ 77,642	\$4,731.91	\$6,470.17	\$2,183.96	\$2,986.23	\$ 27.30	\$ 37.33
Assistant Restaurant Manager										
Creative Services Designer										
Digital Content Producer										
Golf Professional										
Grants Specialist (Ralston House)										
Multi Media Technician										

PROFESSIONAL

ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 51,387	3.75%	\$ 53,314	3.5%	\$ 55,180	3.25%	\$ 56,974	3.0%	\$ 58,683	3.0%	\$ 60,443	3.0%	\$ 62,257	3.0%	\$ 64,124	2.5%	\$ 65,728	2.5%	\$ 67,371	2.25%	\$ 68,887	2.0%	\$ 70,264
PROF4	\$ 56,783	3.75%	\$ 58,912	3.5%	\$ 60,974	3.25%	\$ 62,956	3.0%	\$ 64,845	3.0%	\$ 66,790	3.0%	\$ 68,794	3.0%	\$ 70,857	2.5%	\$ 72,629	2.5%	\$ 74,445	2.25%	\$ 76,120	2.0%	\$ 77,642
PROF5	\$ 62,745	3.75%	\$ 65,098	3.5%	\$ 67,377	3.25%	\$ 69,566	3.0%	\$ 71,653	3.0%	\$ 73,803	3.0%	\$ 76,017	3.0%	\$ 78,297	2.5%	\$ 80,255	2.5%	\$ 82,261	2.25%	\$ 84,112	2.0%	\$ 85,794
PROF6	\$ 69,333	3.75%	\$ 71,933	3.5%	\$ 74,451	3.25%	\$ 76,871	3.0%	\$ 79,177	3.0%	\$ 81,552	3.0%	\$ 83,999	3.0%	\$ 86,519	2.5%	\$ 88,682	2.5%	\$ 90,899	2.25%	\$ 92,944	2.0%	\$ 94,803
PROF7	\$ 76,613	3.75%	\$ 79,486	3.5%	\$ 82,268	3.25%	\$ 84,942	3.0%	\$ 87,490	3.0%	\$ 90,115	3.0%	\$ 92,819	3.0%	\$ 95,603	2.5%	\$ 97,993	2.5%	\$ 100,443	2.25%	\$ 102,703	2.0%	\$ 104,757
PROF8	\$ 84,658	3.75%	\$ 87,833	3.5%	\$ 90,907	3.25%	\$ 93,861	3.0%	\$ 96,677	3.0%	\$ 99,577	3.0%	\$ 102,565	3.0%	\$ 105,642	2.5%	\$ 108,283	2.5%	\$ 110,990	2.25%	\$ 113,487	2.0%	\$ 115,757
PROF9	\$ 93,547	3.75%	\$ 97,055	3.5%	\$ 100,452	3.25%	\$ 103,717	3.0%	\$ 106,828	3.0%	\$ 110,033	3.0%	\$ 113,334	3.0%	\$ 116,734	2.5%	\$ 119,652	2.5%	\$ 122,644	2.25%	\$ 125,403	2.0%	\$ 127,911
PROF10	\$ 103,369	3.75%	\$ 107,246	3.5%	\$ 110,999	3.25%	\$ 114,607	3.0%	\$ 118,045	3.0%	\$ 121,586	3.0%	\$ 125,234	3.0%	\$ 128,991	2.5%	\$ 132,216	2.5%	\$ 135,521	2.25%	\$ 138,570	2.0%	\$ 141,342
PROF11	\$ 114,223	3.75%	\$ 118,507	3.5%	\$ 122,654	3.25%	\$ 126,641	3.0%	\$ 130,440	3.0%	\$ 134,353	3.0%	\$ 138,383	3.0%	\$ 142,535	2.5%	\$ 146,098	2.5%	\$ 149,751	2.25%	\$ 153,120	2.0%	\$ 156,183

MONTHLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$4,282.28	3.75%	\$4,442.86	3.5%	\$4,598.36	3.25%	\$4,747.81	3.0%	\$4,890.24	3.0%	\$5,036.95	3.0%	\$5,188.06	3.0%	\$5,343.70	2.5%	\$5,477.29	2.5%	\$5,614.22	2.25%	\$5,740.54	2.0%	\$5,855.36
PROF4	\$4,731.91	3.75%	\$4,909.36	3.5%	\$5,081.19	3.25%	\$5,246.33	3.0%	\$5,403.72	3.0%	\$5,565.83	3.0%	\$5,732.80	3.0%	\$5,904.79	2.5%	\$6,052.41	2.5%	\$6,203.72	2.25%	\$6,343.30	2.0%	\$6,470.17
PROF5	\$5,228.77	3.75%	\$5,424.84	3.5%	\$5,614.71	3.25%	\$5,797.19	3.0%	\$5,971.11	3.0%	\$6,150.24	3.0%	\$6,334.75	3.0%	\$6,524.79	2.5%	\$6,687.91	2.5%	\$6,855.11	2.25%	\$7,009.35	2.0%	\$7,149.54
PROF6	\$5,777.79	3.75%	\$5,994.45	3.5%	\$6,204.26	3.25%	\$6,405.90	3.0%	\$6,598.07	3.0%	\$6,796.02	3.0%	\$6,999.90	3.0%	\$7,209.89	2.5%	\$7,390.14	2.5%	\$7,574.89	2.25%	\$7,745.33	2.0%	\$7,900.24
PROF7	\$6,384.45	3.75%	\$6,623.87	3.5%	\$6,855.71	3.25%	\$7,078.52	3.0%	\$7,290.87	3.0%	\$7,509.60	3.0%	\$7,734.89	3.0%	\$7,966.93	2.5%	\$8,166.11	2.5%	\$8,370.26	2.25%	\$8,558.59	2.0%	\$8,729.76
PROF8	\$7,054.82	3.75%	\$7,319.38	3.5%	\$7,575.56	3.25%	\$7,821.76	3.0%	\$8,056.41	3.0%	\$8,298.11	3.0%	\$8,547.05	3.0%	\$8,803.46	2.5%	\$9,023.55	2.5%	\$9,249.14	2.25%	\$9,457.24	2.0%	\$9,646.39
PROF9	\$7,795.58	3.75%	\$8,087.91	3.5%	\$8,370.99	3.25%	\$8,643.05	3.0%	\$8,902.34	3.0%	\$9,169.41	3.0%	\$9,444.49	3.0%	\$9,727.82	2.5%	\$9,971.02	2.5%	\$10,220.30	2.25%	\$10,450.25	2.0%	\$10,659.26
PROF10	\$8,614.11	3.75%	\$8,937.14	3.5%	\$9,249.94	3.25%	\$9,550.57	3.0%	\$9,837.08	3.0%	\$10,132.20	3.0%	\$10,436.16	3.0%	\$10,749.25	2.5%	\$11,017.98	2.5%	\$11,293.43	2.25%	\$11,547.53	2.0%	\$11,778.48
PROF11	\$9,518.60	3.75%	\$9,875.54	3.5%	\$10,221.19	3.25%	\$10,553.38	3.0%	\$10,869.98	3.0%	\$11,196.08	3.0%	\$11,531.96	3.0%	\$11,877.92	2.5%	\$12,174.86	2.5%	\$12,479.24	2.25%	\$12,760.02	2.0%	\$13,015.22

BIWEEKLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 1,976.43	3.75%	\$ 2,050.55	3.5%	\$ 2,122.32	3.25%	\$ 2,191.30	3.0%	\$ 2,257.03	3.0%	\$ 2,324.75	3.0%	\$ 2,394.49	3.0%	\$ 2,466.32	2.5%	\$ 2,527.98	2.5%	\$ 2,591.18	2.25%	\$ 2,649.48	2.0%	\$ 2,702.47
PROF4	\$ 2,183.96	3.75%	\$ 2,265.86	3.5%	\$ 2,345.16	3.25%	\$ 2,421.38	3.0%	\$ 2,494.02	3.0%	\$ 2,568.84	3.0%	\$ 2,645.91	3.0%	\$ 2,725.29	2.5%	\$ 2,793.42	2.5%	\$ 2,863.25	2.25%	\$ 2,927.68	2.0%	\$ 2,986.23
PROF5	\$ 2,413.28	3.75%	\$ 2,503.77	3.5%	\$ 2,591.41	3.25%	\$ 2,675.63	3.0%	\$ 2,755.90	3.0%	\$ 2,838.57	3.0%	\$ 2,923.73	3.0%	\$ 3,011.44	2.5%	\$ 3,086.73	2.5%	\$ 3,163.90	2.25%	\$ 3,235.08	2.0%	\$ 3,299.79
PROF6	\$ 2,666.67	3.75%	\$ 2,766.67	3.5%	\$ 2,863.50	3.25%	\$ 2,956.57	3.0%	\$ 3,045.27	3.0%	\$ 3,136.62	3.0%	\$ 3,230.72	3.0%	\$ 3,327.64	2.5%	\$ 3,410.83	2.5%	\$ 3,496.11	2.25%	\$ 3,574.77	2.0%	\$ 3,646.26
PROF7	\$ 2,946.67	3.75%	\$ 3,057.17	3.5%	\$ 3,164.17	3.25%	\$ 3,267.01	3.0%	\$ 3,365.02	3.0%	\$ 3,465.97	3.0%	\$ 3,569.95	3.0%	\$ 3,677.05	2.5%	\$ 3,768.97	2.5%	\$ 3,863.20	2.25%	\$ 3,950.12	2.0%	\$ 4,029.12
PROF8	\$ 3,256.07	3.75%	\$ 3,378.17	3.5%	\$ 3,496.41	3.25%	\$ 3,610.04	3.0%	\$ 3,718.34	3.0%	\$ 3,829.90	3.0%	\$ 3,944.79	3.0%	\$ 4,063.14	2.5%	\$ 4,164.71	2.5%	\$ 4,268.83	2.25%	\$ 4,364.88	2.0%	\$ 4,452.18
PROF9	\$ 3,597.96	3.75%	\$ 3,732.88	3.5%	\$ 3,863.53	3.25%	\$ 3,989.10	3.0%	\$ 4,108.77	3.0%	\$ 4,232.03	3.0%	\$ 4,359.00	3.0%	\$ 4,489.77	2.5%	\$ 4,602.01	2.5%	\$ 4,717.06	2.25%	\$ 4,823.19	2.0%	\$ 4,919.66
PROF10	\$ 3,975.74	3.75%	\$ 4,124.84	3.5%	\$ 4,269.20	3.25%	\$ 4,407.95	3.0%	\$ 4,540.19	3.0%	\$ 4,676.40	3.0%	\$ 4,816.69	3.0%	\$ 4,961.19	2.5%	\$ 5,085.22	2.5%	\$ 5,212.35	2.25%	\$ 5,329.63	2.0%	\$ 5,436.22
PROF11	\$ 4,393.20	3.75%	\$ 4,557.94	3.5%	\$ 4,717.47	3.25%	\$ 4,870.79	3.0%	\$ 5,016.91	3.0%	\$ 5,167.42	3.0%	\$ 5,322.44	3.0%	\$ 5,482.12	2.5%	\$ 5,619.17	2.5%	\$ 5,759.65	2.25%	\$ 5,889.24	2.0%	\$ 6,007.02

HOURLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 24.70544	3.75%	\$ 25.63189	3.5%	\$ 26.52901	3.25%	\$ 27.39120	3.0%	\$ 28.21294	3.0%	\$ 29.05932	3.0%	\$ 29.93110	3.0%	\$ 30.82904	2.5%	\$ 31.59976	2.5%	\$ 32.38976	2.25%	\$ 33.11853	2.0%	\$ 33.78090
PROF4	\$ 27.29951	3.75%	\$ 28.32324	3.5%	\$ 29.31455	3.25%	\$ 30.26728	3.0%	\$ 31.17529	3.0%	\$ 32.11055	3.0%	\$ 33.07387	3.0%	\$ 34.06609	2.5%	\$ 34.91774	2.5%	\$ 35.79068	2.25%	\$ 36.59597	2.0%	\$ 37.32789
PROF5	\$ 30.16596	3.75%	\$ 31.29718	3.5%	\$ 32.39258	3.25%	\$ 33.44534	3.0%	\$ 34.44870	3.0%	\$ 35.48216	3.0%	\$ 36.54663	3.0%	\$ 37.64302	2.5%	\$ 38.58410	2.5%	\$ 39.54870	2.25%	\$ 40.43855	2.0%	\$ 41.24732
PROF6	\$ 33.33338	3.75%	\$ 34.58338	3.5%	\$ 35.79380	3.25%	\$ 36.95710	3.0%	\$ 38.06581	3.0%	\$ 39.20779	3.0%	\$ 40.38402	3.0%	\$ 41.59554	2.5%	\$ 42.63543	2.5%	\$ 43.70132	2.25%	\$ 44.68460	2.0%	\$ 45.57829
PROF7	\$ 36.83339	3.75%	\$ 38.21464	3.5%	\$ 39.55215	3.25%	\$ 40.83760	3.0%	\$ 42.06272	3.0%	\$ 43.32461	3.0%	\$ 44.62434	3.0%	\$ 45.96307	2.5%	\$ 47.11215	2.5%	\$ 48.28995	2.25%	\$ 49.37648	2.0%	\$ 50.36401
PROF8	\$ 40.70089	3.75%	\$ 42.22718	3.5%	\$ 43.70513	3.25%	\$ 45.12554	3.0%	\$ 46.47931	3.0%	\$ 47.87369	3.0%	\$ 49.30990	3.0%	\$ 50.78920	2.5%	\$ 52.05893	2.5%	\$ 53.36040	2.25%	\$ 54.56101	2.0%	\$ 55.65223
PROF9	\$ 44.97449	3.75%	\$ 46.66103	3.5%	\$ 48.29417	3.25%	\$ 49.86373	3.0%	\$ 51.35964	3.0%	\$ 52.90043	3.0%	\$ 54.48744	3.0%	\$ 56.12206	2.5%	\$ 57.52511	2.5%	\$ 58.96324	2.25%	\$ 60.28992	2.0%	\$ 61.49571
PROF10	\$ 49.69681	3.75%	\$ 51.56044	3.5%	\$ 53.36505	3.25%	\$ 55.09942	3.0%	\$ 56.75240	3.0%	\$ 58.45497	3.0%	\$ 60.20862	3.0%	\$ 62.01488	2.5%	\$ 63.56525	2.5%	\$ 65.15438	2.25%	\$ 66.62036	2.0%	\$ 67.95276
PROF11	\$ 54.91497	3.75%	\$ 56.97428	3.5%	\$ 58.96838	3.25%	\$ 60.88486	3.0%	\$ 62.71140	3.0%	\$ 64.59274	3.0%	\$ 66.53053	3.0%	\$ 68.52644	2.5%	\$ 70.23960	2.5%	\$ 71.99559	2.25%	\$ 73.61549	2.0%	\$ 75.08780

TECHNICAL & BUSINESS SUPPORT JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Criminalist SCADA Process and Controls Technician II	TBS10	\$ 78,825	\$ 92,717	\$ 107,781	\$6,568.76	\$8,981.78	\$3,031.74	\$4,145.44	\$ 37.90	\$ 51.82
Combination Inspector III Electrician HVAC Specialist Litigation Paralegal Municipal Inspector Foreman Plans Examiner II SCADA Process and Controls Technician I Senior Civil Designer	TBS9	\$ 71,562	\$ 84,173	\$ 97,850	\$5,963.47	\$8,154.13	\$2,752.37	\$3,763.45	\$ 34.40	\$ 47.04
Administrative Analyst Combination Inspector II Computerized Irrigation System Administrator Deputy City Clerk Finance Program Coordinator Land Development Technican Lead Victim Advocate Legal Specialist Liquor Licensing Control Administrator Municipal Inspector II Patrol Investigative Specialist Plans Examiner I Senior Technical Support Analyst Stormwater Inspector II Water Quality Analyst	TBS8	\$ 64,967	\$ 76,417	\$ 88,833	\$5,413.96	\$7,402.75	\$2,498.75	\$3,416.66	\$ 31.23	\$ 42.71
Accounting Specialist Combination Inspector I Executive Assistant Homeless Navigator Housing Navigator Human Resources Technician Mental Health Case Management Navigator Municipal Inspector I Payroll Specialist Senior Human Resources Coordinator Senior Survey Technician Technical Support Analyst Victim-Family Support Advocate (Ralston House) Water Quality Technican II	TBS7	\$ 58,981	\$ 69,375	\$ 80,647	\$4,915.08	\$6,720.61	\$2,268.50	\$3,101.82	\$ 28.36	\$ 38.77

TECHNICAL & BUSINESS SUPPORT JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Accounts Payable Technician	TBS6	\$ 53,546	\$ 62,982	\$ 73,216	\$4,462.17	\$6,101.33	\$2,059.46	\$2,816.00	\$ 25.74	\$ 35.20
Accounts Receivable Technician										
Animal Management Officer										
Assistant Golf Professional										
Associate Technical Support Analyst										
Code Compliance Officer										
Community Development Block Grant Coordinator										
Compliance Agent										
CSI Technician										
Development Technician II										
Digital Media Technician										
Engineering Permit Coordinator										
Engineering Technician II										
Evidence Technician										
GIS Technician										
Housing Specialist										
Human Resources Coordinator										
NIBRS Data Specialist										
Police Digital Records Technician										
Police Equipment Coordinator										
Police Training Coordinator										
Printing Technician										
Special Events Associate (Ralston House)										
Storeskeeper										
Survey Technician										
Water Quality Analyst I										
Accounting Technician III	TBS5	\$ 48,612	\$ 57,179	\$ 66,469	\$4,050.99	\$5,539.11	\$1,869.69	\$2,556.51	\$ 23.37	\$ 31.96
Administrative Coordinator										
Administrative Court Clerk										
Administrative Specialist										
Development Technician I										
Engineering Technician I										
Lead Police Records Specialist										
Police Services Technician										
Revenue Technician										
Senior Customer Information Specialist										
Accounting Technician II	TBS4	\$ 44,132	\$ 51,910	\$ 60,344	\$3,677.70	\$5,028.70	\$1,697.40	\$2,320.94	\$ 21.22	\$ 29.01
Administrative Assistant										
Customer Information Specialist										
Direct Mail Specialist										
Police Records Specialist										
Fleet Courier	TBS3	\$ 40,066	\$ 47,127	\$ 54,784	\$3,338.81	\$4,565.32	\$1,540.99	\$2,107.07	\$ 19.26	\$ 26.34

TECHNICAL AND BUSINESS SUPPORT

ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 33,022	3.75%	\$ 34,260	3.5%	\$ 35,460	3.25%	\$ 36,612	3.0%	\$ 37,710	3.0%	\$ 38,842	3.0%	\$ 40,007	3.0%	\$ 41,207	2.5%	\$ 42,237	2.5%	\$ 43,293	2.25%	\$ 44,267	2.0%	\$ 45,153
TBS2	\$ 36,374	3.75%	\$ 37,738	3.5%	\$ 39,059	3.25%	\$ 40,328	3.0%	\$ 41,538	3.0%	\$ 42,784	3.0%	\$ 44,068	3.0%	\$ 45,390	2.5%	\$ 46,524	2.5%	\$ 47,687	2.25%	\$ 48,760	2.0%	\$ 49,736
TBS3	\$ 40,066	3.75%	\$ 41,568	3.5%	\$ 43,023	3.25%	\$ 44,421	3.0%	\$ 45,754	3.0%	\$ 47,127	3.0%	\$ 48,540	3.0%	\$ 49,997	2.5%	\$ 51,247	2.5%	\$ 52,528	2.25%	\$ 53,710	2.0%	\$ 54,784
TBS4	\$ 44,132	3.75%	\$ 45,787	3.5%	\$ 47,390	3.25%	\$ 48,930	3.0%	\$ 50,398	3.0%	\$ 51,910	3.0%	\$ 53,467	3.0%	\$ 55,071	2.5%	\$ 56,448	2.5%	\$ 57,859	2.25%	\$ 59,161	2.0%	\$ 60,344
TBS5	\$ 48,612	3.75%	\$ 50,435	3.5%	\$ 52,200	3.25%	\$ 53,897	3.0%	\$ 55,513	3.0%	\$ 57,179	3.0%	\$ 58,894	3.0%	\$ 60,661	2.5%	\$ 62,178	2.5%	\$ 63,732	2.25%	\$ 65,166	2.0%	\$ 66,469
TBS6	\$ 53,546	3.75%	\$ 55,554	3.5%	\$ 57,498	3.25%	\$ 59,367	3.0%	\$ 61,148	3.0%	\$ 62,982	3.0%	\$ 64,872	3.0%	\$ 66,818	2.5%	\$ 68,489	2.5%	\$ 70,201	2.25%	\$ 71,780	2.0%	\$ 73,216
TBS7	\$ 58,981	3.75%	\$ 61,193	3.5%	\$ 63,334	3.25%	\$ 65,393	3.0%	\$ 67,355	3.0%	\$ 69,375	3.0%	\$ 71,456	3.0%	\$ 73,600	2.5%	\$ 75,440	2.5%	\$ 77,326	2.25%	\$ 79,066	2.0%	\$ 80,647
TBS8	\$ 64,967	3.75%	\$ 67,404	3.5%	\$ 69,763	3.25%	\$ 72,030	3.0%	\$ 74,191	3.0%	\$ 76,417	3.0%	\$ 78,709	3.0%	\$ 81,071	2.5%	\$ 83,097	2.5%	\$ 85,175	2.25%	\$ 87,091	2.0%	\$ 88,833
TBS9	\$ 71,562	3.75%	\$ 74,245	3.5%	\$ 76,844	3.25%	\$ 79,341	3.0%	\$ 81,721	3.0%	\$ 84,173	3.0%	\$ 86,698	3.0%	\$ 89,299	2.5%	\$ 91,532	2.5%	\$ 93,820	2.25%	\$ 95,931	2.0%	\$ 97,850
TBS10	\$ 78,825	3.75%	\$ 81,781	3.5%	\$ 84,643	3.25%	\$ 87,394	3.0%	\$ 90,016	3.0%	\$ 92,717	3.0%	\$ 95,498	3.0%	\$ 98,363	2.5%	\$ 100,822	2.5%	\$ 103,343	2.25%	\$ 105,668	2.0%	\$ 107,781

MONTHLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$2,751.84	3.75%	\$2,855.03	3.5%	\$2,954.96	3.25%	\$3,051.00	3.0%	\$3,142.53	3.0%	\$3,236.80	3.0%	\$3,333.91	3.0%	\$3,433.92	2.5%	\$3,519.77	2.5%	\$3,607.77	2.25%	\$3,688.94	2.0%	\$3,762.72
TBS2	\$3,031.15	3.75%	\$3,144.82	3.5%	\$3,254.89	3.25%	\$3,360.67	3.0%	\$3,461.49	3.0%	\$3,565.34	3.0%	\$3,672.30	3.0%	\$3,782.47	2.5%	\$3,877.03	2.5%	\$3,973.95	2.25%	\$4,063.37	2.0%	\$4,144.64
TBS3	\$3,338.81	3.75%	\$3,464.02	3.5%	\$3,585.26	3.25%	\$3,701.78	3.0%	\$3,812.83	3.0%	\$3,927.22	3.0%	\$4,045.04	3.0%	\$4,166.39	2.5%	\$4,270.55	2.5%	\$4,377.31	2.25%	\$4,475.80	2.0%	\$4,565.32
TBS4	\$3,677.70	3.75%	\$3,815.62	3.5%	\$3,949.16	3.25%	\$4,077.51	3.0%	\$4,199.84	3.0%	\$4,325.83	3.0%	\$4,455.61	3.0%	\$4,589.28	2.5%	\$4,704.01	2.5%	\$4,821.61	2.25%	\$4,930.09	2.0%	\$5,028.70
TBS5	\$4,050.99	3.75%	\$4,202.90	3.5%	\$4,350.00	3.25%	\$4,491.38	3.0%	\$4,626.12	3.0%	\$4,764.90	3.0%	\$4,907.85	3.0%	\$5,055.09	2.5%	\$5,181.46	2.5%	\$5,311.00	2.25%	\$5,430.50	2.0%	\$5,539.11
TBS6	\$4,462.17	3.75%	\$4,629.50	3.5%	\$4,791.53	3.25%	\$4,947.25	3.0%	\$5,095.67	3.0%	\$5,248.54	3.0%	\$5,406.00	3.0%	\$5,568.18	2.5%	\$5,707.38	2.5%	\$5,850.07	2.25%	\$5,981.69	2.0%	\$6,101.33
TBS7	\$4,915.08	3.75%	\$5,099.39	3.5%	\$5,277.87	3.25%	\$5,449.40	3.0%	\$5,612.88	3.0%	\$5,781.27	3.0%	\$5,954.71	3.0%	\$6,133.35	2.5%	\$6,286.68	2.5%	\$6,443.85	2.25%	\$6,588.84	2.0%	\$6,720.61
TBS8	\$5,413.96	3.75%	\$5,616.98	3.5%	\$5,813.57	3.25%	\$6,002.51	3.0%	\$6,182.59	3.0%	\$6,368.07	3.0%	\$6,559.11	3.0%	\$6,755.88	2.5%	\$6,924.78	2.5%	\$7,097.90	2.25%	\$7,257.60	2.0%	\$7,402.75
TBS9	\$5,963.47	3.75%	\$6,187.10	3.5%	\$6,403.65	3.25%	\$6,611.77	3.0%	\$6,810.12	3.0%	\$7,014.43	3.0%	\$7,224.86	3.0%	\$7,441.60	2.5%	\$7,627.64	2.5%	\$7,818.34	2.25%	\$7,994.25	2.0%	\$8,154.13
TBS10	\$6,568.76	3.75%	\$6,815.09	3.5%	\$7,053.62	3.25%	\$7,282.86	3.0%	\$7,501.35	3.0%	\$7,726.39	3.0%	\$7,958.18	3.0%	\$8,196.93	2.5%	\$8,401.85	2.5%	\$8,611.90	2.25%	\$8,805.66	2.0%	\$8,981.78

BIWEEKLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 1,270.08	3.75%	\$ 1,317.71	3.5%	\$ 1,363.83	3.25%	\$ 1,408.15	3.0%	\$ 1,450.40	3.0%	\$ 1,493.91	3.0%	\$ 1,538.73	3.0%	\$ 1,584.89	2.5%	\$ 1,624.51	2.5%	\$ 1,665.12	2.25%	\$ 1,702.59	2.0%	\$ 1,736.64
TBS2	\$ 1,398.99	3.75%	\$ 1,451.46	3.5%	\$ 1,502.26	3.25%	\$ 1,551.08	3.0%	\$ 1,597.61	3.0%	\$ 1,645.54	3.0%	\$ 1,694.91	3.0%	\$ 1,745.75	2.5%	\$ 1,789.40	2.5%	\$ 1,834.13	2.25%	\$ 1,875.40	2.0%	\$ 1,912.91
TBS3	\$ 1,540.99	3.75%	\$ 1,598.78	3.5%	\$ 1,654.74	3.25%	\$ 1,708.51	3.0%	\$ 1,759.77	3.0%	\$ 1,812.56	3.0%	\$ 1,866.94	3.0%	\$ 1,922.95	2.5%	\$ 1,971.02	2.5%	\$ 2,020.30	2.25%	\$ 2,065.75	2.0%	\$ 2,107.07
TBS4	\$ 1,697.40	3.75%	\$ 1,761.05	3.5%	\$ 1,822.69	3.25%	\$ 1,881.93	3.0%	\$ 1,938.39	3.0%	\$ 1,996.54	3.0%	\$ 2,056.43	3.0%	\$ 2,118.13	2.5%	\$ 2,171.08	2.5%	\$ 2,225.36	2.25%	\$ 2,275.43	2.0%	\$ 2,320.94
TBS5	\$ 1,869.69	3.75%	\$ 1,939.80	3.5%	\$ 2,007.69	3.25%	\$ 2,072.94	3.0%	\$ 2,135.13	3.0%	\$ 2,199.19	3.0%	\$ 2,265.16	3.0%	\$ 2,333.12	2.5%	\$ 2,391.44	2.5%	\$ 2,451.23	2.25%	\$ 2,506.38	2.0%	\$ 2,556.51
TBS6	\$ 2,059.46	3.75%	\$ 2,136.69	3.5%	\$ 2,211.47	3.25%	\$ 2,283.35	3.0%	\$ 2,351.85	3.0%	\$ 2,422.40	3.0%	\$ 2,495.08	3.0%	\$ 2,569.93	2.5%	\$ 2,634.18	2.5%	\$ 2,700.03	2.25%	\$ 2,760.78	2.0%	\$ 2,816.00
TBS7	\$ 2,268.50	3.75%	\$ 2,353.56	3.5%	\$ 2,435.94	3.25%	\$ 2,515.11	3.0%	\$ 2,590.56	3.0%	\$ 2,668.28	3.0%	\$ 2,748.33	3.0%	\$ 2,830.78	2.5%	\$ 2,901.55	2.5%	\$ 2,974.08	2.25%	\$ 3,041.00	2.0%	\$ 3,101.82
TBS8	\$ 2,498.75	3.75%	\$ 2,592.45	3.5%	\$ 2,683.19	3.25%	\$ 2,770.39	3.0%	\$ 2,853.50	3.0%	\$ 2,939.11	3.0%	\$ 3,027.28	3.0%	\$ 3,118.10	2.5%	\$ 3,196.05	2.5%	\$ 3,275.95	2.25%	\$ 3,349.66	2.0%	\$ 3,416.66
TBS9	\$ 2,752.37	3.75%	\$ 2,855.59	3.5%	\$ 2,955.53	3.25%	\$ 3,051.59	3.0%	\$ 3,143.13	3.0%	\$ 3,237.43	3.0%	\$ 3,334.55	3.0%	\$ 3,434.59	2.5%	\$ 3,520.45	2.5%	\$ 3,608.46	2.25%	\$ 3,689.65	2.0%	\$ 3,763.45
TBS10	\$ 3,031.74	3.75%	\$ 3,145.43	3.5%	\$ 3,255.52	3.25%	\$ 3,361.32	3.0%	\$ 3,462.16	3.0%	\$ 3,566.03	3.0%	\$ 3,673.01	3.0%	\$ 3,783.20	2.5%	\$ 3,877.78	2.5%	\$ 3,974.72	2.25%	\$ 4,064.15	2.0%	\$ 4,145.44

HOURLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 15.87600	3.75%	\$ 16.47135	3.5%	\$ 17.04785	3.25%	\$ 17.60190	3.0%	\$ 18.12996	3.0%	\$ 18.67386	3.0%	\$ 19.23407	3.0%	\$ 19.81110	2.5%	\$ 20.30637	2.5%	\$ 20.81403	2.25%	\$ 21.28235	2.0%	\$ 21.70800
TBS2	\$ 17.48741	3.75%	\$ 18.14319	3.5%	\$ 18.77820	3.25%	\$ 19.38849	3.0%	\$ 19.97015	3.0%	\$ 20.56925	3.0%	\$ 21.18633	3.0%	\$ 21.82192	2.5%	\$ 22.36747	2.5%	\$ 22.92666	2.25%	\$ 23.44251	2.0%	\$ 23.91136
TBS3	\$ 19.26239	3.75%	\$ 19.98473	3.5%	\$ 20.68419	3.25%	\$ 21.35643	3.0%	\$ 21.99712	3.0%	\$ 22.65703	3.0%	\$ 23.33674	3.0%	\$ 24.03685	2.5%	\$ 24.63777	2.5%	\$ 25.25371	2.25%	\$ 25.82192	2.0%	\$ 26.33836
TBS4	\$ 21.21752	3.75%	\$ 22.01318	3.5%	\$ 22.78364	3.25%	\$ 23.52410	3.0%	\$ 24.22983	3.0%	\$ 24.95672	3.0%	\$ 25.70542	3.0%	\$ 26.47659	2.5%	\$ 27.13850	2.5%	\$ 27.81696	2.25%	\$ 28.44285	2.0%	\$ 29.01170
TBS5	\$ 23.37110	3.75%	\$ 24.24751	3.5%	\$ 25.09618	3.25%	\$ 25.91180	3.0%	\$ 26.68916	3.0%	\$ 27.48983	3.0%	\$ 28.31452	3.0%	\$ 29.16396	2.5%	\$ 29.89306	2.5%	\$ 30.64039	2.25%	\$ 31.32979	2.0%	\$ 31.95639
TBS6	\$ 25.74326	3.75%	\$ 26.70863	3.5%	\$ 27.64344	3.25%	\$ 28.54185	3.0%	\$ 29.39810	3.0%	\$ 30.28005	3.0%	\$ 31.18845	3.0%	\$ 32.12410	2.5%	\$ 32.92720	2.5%	\$ 33.75039	2.25%	\$ 34.50977	2.0%	\$ 35.19996
TBS7	\$ 28.35620	3.75%	\$ 29.41956	3.5%	\$ 30.44925	3.25%	\$ 31.43885	3.0%	\$ 32.38201	3.0%	\$ 33.35347	3.0%	\$ 34.35408	3.0%	\$ 35.38470	2.5%	\$ 36.26932	2.5%	\$ 37.17605	2.25%	\$ 38.01251	2.0%	\$ 38.77276
TBS8	\$ 31.23436	3.75%	\$ 32.40565	3.5%	\$ 33.53984	3.25%	\$ 34.62989	3.0%	\$ 35.66879	3.0%	\$ 36.73885	3.0%	\$ 37.84102	3.0%	\$ 38.97625	2.5%	\$ 39.95065	2.5%	\$ 40.94942	2.25%	\$ 41.87078	2.0%	\$ 42.70820
TBS9	\$ 34.40465	3.75%	\$ 35.69482	3.5%	\$ 36.94414	3.25%	\$ 38.14482	3.0%	\$ 39.28917	3.0%	\$ 40.46784	3.0%	\$ 41.68188	3.0%	\$ 42.93233	2.5%	\$ 44.00564	2.5%	\$ 45.10578	2.25%	\$ 46.12066	2.0%	\$ 47.04308
TBS10	\$ 37.89672	3.75%	\$ 39.31784	3.5%	\$ 40.69397	3.25%	\$ 42.01652	3.0%	\$ 43.27702	3.0%	\$ 44.57533	3.0%	\$ 45.91259	3.0%	\$ 47.28997	2.5%	\$ 48.47222	2.5%	\$ 49.68402	2.25%	\$ 50.80191	2.0%	\$ 51.81795

ANNUAL- ALL JOB FAMILIES																							
EXECUTIVE																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 115,299	3.75%	\$ 119,622	3.5%	\$ 123,809	3.25%	\$ 127,833	3.0%	\$ 131,668	3.00%	\$ 135,618	3.0%	\$ 139,686	3.0%	\$ 143,877	2.5%	\$ 147,474	2.5%	\$ 151,161	2.25%	\$ 154,562	2.0%	\$ 157,653
EX2	\$ 160,427	3.75%	\$ 166,443	3.5%	\$ 172,268	3.25%	\$ 177,867	3.0%	\$ 183,203	3.00%	\$ 188,699	3.0%	\$ 194,360	3.0%	\$ 200,191	2.5%	\$ 205,196	2.5%	\$ 210,326	2.25%	\$ 215,058	2.0%	\$ 219,359
EX3	\$ 167,646	3.75%	\$ 173,933	3.5%	\$ 180,020	3.25%	\$ 185,871	3.0%	\$ 191,447	3.00%	\$ 197,191	3.0%	\$ 203,106	3.0%	\$ 209,199	2.5%	\$ 214,429	2.5%	\$ 219,790	2.25%	\$ 224,735	2.0%	\$ 229,230
EX4	\$ 178,124	3.75%	\$ 184,804	3.5%	\$ 191,272	3.25%	\$ 197,488	3.0%	\$ 203,413	3.00%	\$ 209,515	3.0%	\$ 215,800	3.0%	\$ 222,274	2.5%	\$ 227,831	2.5%	\$ 233,527	2.25%	\$ 238,781	2.0%	\$ 243,557
INFORMATION TECHNOLOGY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$ 78,221	3.75%	\$ 81,154	3.5%	\$ 83,995	3.25%	\$ 86,725	3.0%	\$ 89,326	3.00%	\$ 92,006	3.0%	\$ 94,766	3.0%	\$ 97,609	2.5%	\$ 100,049	2.5%	\$ 102,551	2.25%	\$ 104,858	2.0%	\$ 106,955
INFT2	\$ 84,635	3.75%	\$ 87,809	3.5%	\$ 90,882	3.25%	\$ 93,836	3.0%	\$ 96,651	3.00%	\$ 99,551	3.0%	\$ 102,537	3.0%	\$ 105,613	2.5%	\$ 108,254	2.5%	\$ 110,960	2.25%	\$ 113,456	2.0%	\$ 115,726
INFT3	\$ 91,575	3.75%	\$ 95,009	3.5%	\$ 98,335	3.25%	\$ 101,531	3.0%	\$ 104,576	3.00%	\$ 107,714	3.0%	\$ 110,945	3.0%	\$ 114,274	2.5%	\$ 117,130	2.5%	\$ 120,059	2.25%	\$ 122,760	2.0%	\$ 125,215
INFT4	\$ 99,084	3.75%	\$ 102,800	3.5%	\$ 106,398	3.25%	\$ 109,856	3.0%	\$ 113,152	3.00%	\$ 116,546	3.0%	\$ 120,043	3.0%	\$ 123,644	2.5%	\$ 126,735	2.5%	\$ 129,903	2.25%	\$ 132,826	2.0%	\$ 135,483
INFT5	\$ 107,209	3.75%	\$ 111,230	3.5%	\$ 115,123	3.25%	\$ 118,864	3.0%	\$ 122,430	3.00%	\$ 126,103	3.0%	\$ 129,886	3.0%	\$ 133,783	2.5%	\$ 137,127	2.5%	\$ 140,555	2.25%	\$ 143,718	2.0%	\$ 146,592
LABOR, TRADES, CRAFTS AND UTILITIES																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 31,161	3.75%	\$ 32,329	3.5%	\$ 33,461	3.25%	\$ 34,548	3.0%	\$ 35,585	3.00%	\$ 36,652	3.0%	\$ 37,752	3.0%	\$ 38,884	2.5%	\$ 39,856	2.5%	\$ 40,853	2.25%	\$ 41,772	2.0%	\$ 42,607
LTCU2	\$ 34,352	3.75%	\$ 35,640	3.5%	\$ 36,887	3.25%	\$ 38,086	3.0%	\$ 39,228	3.00%	\$ 40,405	3.0%	\$ 41,618	3.0%	\$ 42,866	2.5%	\$ 43,938	2.5%	\$ 45,036	2.25%	\$ 46,049	2.0%	\$ 46,970
LTCU3	\$ 37,869	3.75%	\$ 39,289	3.5%	\$ 40,664	3.25%	\$ 41,986	3.0%	\$ 43,245	3.00%	\$ 44,543	3.0%	\$ 45,879	3.0%	\$ 47,256	2.5%	\$ 48,437	2.5%	\$ 49,648	2.25%	\$ 50,765	2.0%	\$ 51,780
LTCU4	\$ 41,747	3.75%	\$ 43,312	3.5%	\$ 44,828	3.25%	\$ 46,285	3.0%	\$ 47,674	3.00%	\$ 49,104	3.0%	\$ 50,577	3.0%	\$ 52,094	2.5%	\$ 53,397	2.5%	\$ 54,732	2.25%	\$ 55,963	2.0%	\$ 57,082
LTCU5	\$ 46,022	3.75%	\$ 47,748	3.5%	\$ 49,419	3.25%	\$ 51,025	3.0%	\$ 52,556	3.00%	\$ 54,132	3.0%	\$ 55,756	3.0%	\$ 57,429	2.5%	\$ 58,865	2.5%	\$ 60,336	2.25%	\$ 61,694	2.0%	\$ 62,928
LTCU6	\$ 50,734	3.75%	\$ 52,637	3.5%	\$ 54,479	3.25%	\$ 56,250	3.0%	\$ 57,937	3.00%	\$ 59,675	3.0%	\$ 61,466	3.0%	\$ 63,310	2.5%	\$ 64,892	2.5%	\$ 66,515	2.25%	\$ 68,011	2.0%	\$ 69,372
LTCU7	\$ 55,930	3.75%	\$ 58,027	3.5%	\$ 60,058	3.25%	\$ 62,010	3.0%	\$ 63,870	3.00%	\$ 65,786	3.0%	\$ 67,760	3.0%	\$ 69,793	2.5%	\$ 71,537	2.5%	\$ 73,326	2.25%	\$ 74,976	2.0%	\$ 76,475
LTCU8	\$ 61,657	3.75%	\$ 63,969	3.5%	\$ 66,208	3.25%	\$ 68,360	3.0%	\$ 70,410	3.00%	\$ 72,523	3.0%	\$ 74,698	3.0%	\$ 76,939	2.5%	\$ 78,863	2.5%	\$ 80,834	2.25%	\$ 82,653	2.0%	\$ 84,306
LTCU9	\$ 67,970	3.75%	\$ 70,519	3.5%	\$ 72,988	3.25%	\$ 75,360	3.0%	\$ 77,620	3.00%	\$ 79,949	3.0%	\$ 82,348	3.0%	\$ 84,818	2.5%	\$ 86,938	2.5%	\$ 89,112	2.25%	\$ 91,117	2.0%	\$ 92,939
MANAGEMENT																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 55,379	3.75%	\$ 57,456	3.5%	\$ 59,467	3.25%	\$ 61,400	3.0%	\$ 63,242	3.00%	\$ 65,139	3.0%	\$ 67,093	3.0%	\$ 69,106	2.5%	\$ 70,833	2.5%	\$ 72,604	2.25%	\$ 74,238	2.0%	\$ 75,723
MGMT3	\$ 61,061	3.75%	\$ 63,351	3.5%	\$ 65,568	3.25%	\$ 67,699	3.0%	\$ 69,730	3.00%	\$ 71,822	3.0%	\$ 73,977	3.0%	\$ 76,196	2.5%	\$ 78,101	2.5%	\$ 80,053	2.25%	\$ 81,855	2.0%	\$ 83,492
MGMT4	\$ 67,326	3.75%	\$ 69,851	3.5%	\$ 72,296	3.25%	\$ 74,645	3.0%	\$ 76,884	3.00%	\$ 79,191	3.0%	\$ 81,567	3.0%	\$ 84,014	2.5%	\$ 86,114	2.5%	\$ 88,267	2.25%	\$ 90,253	2.0%	\$ 92,058
MGMT5	\$ 75,957	3.75%	\$ 78,806	3.5%	\$ 81,564	3.25%	\$ 84,215	3.0%	\$ 86,741	3.00%	\$ 89,343	3.0%	\$ 92,024	3.0%	\$ 94,784	2.5%	\$ 97,154	2.5%	\$ 99,583	2.25%	\$ 101,823	2.0%	\$ 103,860
MGMT6	\$ 83,750	3.75%	\$ 86,891	3.5%	\$ 89,932	3.25%	\$ 92,855	3.0%	\$ 95,641	3.00%	\$ 98,510	3.0%	\$ 101,465	3.0%	\$ 104,509	2.5%	\$ 107,122	2.5%	\$ 109,800	2.25%	\$ 112,270	2.0%	\$ 114,516
MGMT7	\$ 92,343	3.75%	\$ 95,806	3.5%	\$ 99,159	3.25%	\$ 102,382	3.0%	\$ 105,453	3.00%	\$ 108,617	3.0%	\$ 111,876	3.0%	\$ 115,232	2.5%	\$ 118,113	2.5%	\$ 121,065	2.25%	\$ 123,789	2.0%	\$ 126,265
MGMT8	\$ 101,818	3.75%	\$ 105,636	3.5%	\$ 109,333	3.25%	\$ 112,886	3.0%	\$ 116,273	3.00%	\$ 119,761	3.0%	\$ 123,354	3.0%	\$ 127,055	2.5%	\$ 130,231	2.5%	\$ 133,487	2.25%	\$ 136,490	2.0%	\$ 139,220
MGMT9	\$ 109,708	3.75%	\$ 113,823	3.5%	\$ 117,806	3.25%	\$ 121,635	3.0%	\$ 125,284	3.00%	\$ 129,043	3.0%	\$ 132,914	3.0%	\$ 136,901	2.5%	\$ 140,324	2.5%	\$ 143,832	2.25%	\$ 147,068	2.0%	\$ 150,010
MGMT10	\$ 120,965	3.75%	\$ 125,501	3.5%	\$ 129,893	3.25%	\$ 134,115	3.0%	\$ 138,138	3.00%	\$ 142,282	3.0%	\$ 146,551	3.0%	\$ 150,947	2.5%	\$ 154,721	2.5%	\$ 158,589	2.25%	\$ 162,157	2.0%	\$ 165,401
MGMT11	\$ 128,222	3.75%	\$ 133,031	3.5%	\$ 137,687	3.25%	\$ 142,162	3.0%	\$ 146,427	3.00%	\$ 150,819	3.0%	\$ 155,344	3.0%	\$ 160,004	2.5%	\$ 164,004	2.5%	\$ 168,104	2.25%	\$ 171,887	2.0%	\$ 175,325
MGMT12	\$ 135,916	3.75%	\$ 141,013	3.5%	\$ 145,948	3.25%	\$ 150,691	3.0%	\$ 155,212	3.00%	\$ 159,869	3.0%	\$ 164,665	3.0%	\$ 169,604	2.5%	\$ 173,845	2.5%	\$ 178,191	2.25%	\$ 182,200	2.0%	\$ 185,844
MGMT13	\$ 142,712	3.75%	\$ 148,063	3.5%	\$ 153,245	3.25%	\$ 158,226	3.0%	\$ 162,973	3.00%	\$ 167,862	3.0%	\$ 172,898	3.0%	\$ 178,085	2.5%	\$ 182,537	2.5%	\$ 187,100	2.25%	\$ 191,310	2.0%	\$ 195,136
POLICE SWORN																							
	1		2		3		4		5		6												
PD1	\$ 78,890	7.00%	\$ 84,429	7.0%	\$ 90,357	7.00%	\$ 96,682	7.0%	\$ 103,450	2.41%	\$ 105,946												
PDM	\$ 110,714																						
PD2	\$ 121,132	3.00%	\$ 124,766	3.0%	\$ 128,509	2.25%	\$ 131,400																
PD3	\$ 147,168	2.25%	\$ 150,479																				
PD4	\$ 159,508	2.25%	\$ 163,097																				
PD5	\$ 180,092	2.25%	\$ 184,144																				
PR1	\$ 66,811																						
PR2	\$ 70,151																						

ANNUAL- ALL JOB FAMILIES																							
PROFESSIONAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 51,387	3.75%	\$ 53,314	3.5%	\$ 55,180	3.25%	\$ 56,974	3.0%	\$ 58,683	3.00%	\$ 60,443	3.0%	\$ 62,257	3.0%	\$ 64,124	2.5%	\$ 65,728	2.5%	\$ 67,371	2.25%	\$ 68,887	2.0%	\$ 70,264
PROF4	\$ 56,783	3.75%	\$ 58,912	3.5%	\$ 60,974	3.25%	\$ 62,956	3.0%	\$ 64,845	3.00%	\$ 66,790	3.0%	\$ 68,794	3.0%	\$ 70,857	2.5%	\$ 72,629	2.5%	\$ 74,445	2.25%	\$ 76,120	2.0%	\$ 77,642
PROF5	\$ 62,745	3.75%	\$ 65,098	3.5%	\$ 67,377	3.25%	\$ 69,566	3.0%	\$ 71,653	3.00%	\$ 73,803	3.0%	\$ 76,017	3.0%	\$ 78,297	2.5%	\$ 80,255	2.5%	\$ 82,261	2.25%	\$ 84,112	2.0%	\$ 85,794
PROF6	\$ 69,333	3.75%	\$ 71,933	3.5%	\$ 74,451	3.25%	\$ 76,871	3.0%	\$ 79,177	3.00%	\$ 81,552	3.0%	\$ 83,999	3.0%	\$ 86,519	2.5%	\$ 88,682	2.5%	\$ 90,899	2.25%	\$ 92,944	2.0%	\$ 94,803
PROF7	\$ 76,613	3.75%	\$ 79,486	3.5%	\$ 82,268	3.25%	\$ 84,942	3.0%	\$ 87,490	3.00%	\$ 90,115	3.0%	\$ 92,819	3.0%	\$ 95,603	2.5%	\$ 97,993	2.5%	\$ 100,443	2.25%	\$ 102,703	2.0%	\$ 104,757
PROF8	\$ 84,658	3.75%	\$ 87,833	3.5%	\$ 90,907	3.25%	\$ 93,861	3.0%	\$ 96,677	3.00%	\$ 99,577	3.0%	\$ 102,565	3.0%	\$ 105,642	2.5%	\$ 108,283	2.5%	\$ 110,990	2.25%	\$ 113,487	2.0%	\$ 115,757
PROF9	\$ 93,547	3.75%	\$ 97,055	3.5%	\$ 100,452	3.25%	\$ 103,717	3.0%	\$ 106,828	3.00%	\$ 110,033	3.0%	\$ 113,334	3.0%	\$ 116,734	2.5%	\$ 119,652	2.5%	\$ 122,644	2.25%	\$ 125,403	2.0%	\$ 127,911
PROF10	\$ 103,369	3.75%	\$ 107,246	3.5%	\$ 110,999	3.25%	\$ 114,607	3.0%	\$ 118,045	3.00%	\$ 121,586	3.0%	\$ 125,234	3.0%	\$ 128,991	2.5%	\$ 132,216	2.5%	\$ 135,521	2.25%	\$ 138,570	2.0%	\$ 141,342
PROF11	\$ 114,223	3.75%	\$ 118,507	3.5%	\$ 122,654	3.25%	\$ 126,641	3.0%	\$ 130,440	3.00%	\$ 134,353	3.0%	\$ 138,383	3.0%	\$ 142,535	2.5%	\$ 146,098	2.5%	\$ 149,751	2.25%	\$ 153,120	2.0%	\$ 156,183
TECHNICAL AND BUSINESS SUPPORT																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 33,022	3.75%	\$ 34,260	3.5%	\$ 35,460	3.25%	\$ 36,612	3.0%	\$ 37,710	3.00%	\$ 38,842	3.0%	\$ 40,007	3.0%	\$ 41,207	2.5%	\$ 42,237	2.5%	\$ 43,293	2.25%	\$ 44,267	2.0%	\$ 45,153
TBS2	\$ 36,374	3.75%	\$ 37,738	3.5%	\$ 39,059	3.25%	\$ 40,328	3.0%	\$ 41,538	3.00%	\$ 42,784	3.0%	\$ 44,068	3.0%	\$ 45,390	2.5%	\$ 46,524	2.5%	\$ 47,687	2.25%	\$ 48,760	2.0%	\$ 49,736
TBS3	\$ 40,066	3.75%	\$ 41,568	3.5%	\$ 43,023	3.25%	\$ 44,421	3.0%	\$ 45,754	3.00%	\$ 47,127	3.0%	\$ 48,540	3.0%	\$ 49,997	2.5%	\$ 51,247	2.5%	\$ 52,528	2.25%	\$ 53,710	2.0%	\$ 54,784
TBS4	\$ 44,132	3.75%	\$ 45,787	3.5%	\$ 47,390	3.25%	\$ 48,930	3.0%	\$ 50,398	3.00%	\$ 51,910	3.0%	\$ 53,467	3.0%	\$ 55,071	2.5%	\$ 56,448	2.5%	\$ 57,859	2.25%	\$ 59,161	2.0%	\$ 60,344
TBS5	\$ 48,612	3.75%	\$ 50,435	3.5%	\$ 52,200	3.25%	\$ 53,897	3.0%	\$ 55,513	3.00%	\$ 57,179	3.0%	\$ 58,894	3.0%	\$ 60,661	2.5%	\$ 62,178	2.5%	\$ 63,732	2.25%	\$ 65,166	2.0%	\$ 66,469
TBS6	\$ 53,546	3.75%	\$ 55,554	3.5%	\$ 57,498	3.25%	\$ 59,367	3.0%	\$ 61,148	3.00%	\$ 62,982	3.0%	\$ 64,872	3.0%	\$ 66,818	2.5%	\$ 68,489	2.5%	\$ 70,201	2.25%	\$ 71,780	2.0%	\$ 73,216
TBS7	\$ 58,981	3.75%	\$ 61,193	3.5%	\$ 63,334	3.25%	\$ 65,393	3.0%	\$ 67,355	3.00%	\$ 69,375	3.0%	\$ 71,456	3.0%	\$ 73,600	2.5%	\$ 75,440	2.5%	\$ 77,326	2.25%	\$ 79,066	2.0%	\$ 80,647
TBS8	\$ 64,967	3.75%	\$ 67,404	3.5%	\$ 69,763	3.25%	\$ 72,030	3.0%	\$ 74,191	3.00%	\$ 76,417	3.0%	\$ 78,709	3.0%	\$ 81,071	2.5%	\$ 83,097	2.5%	\$ 85,175	2.25%	\$ 87,091	2.0%	\$ 88,833
TBS9	\$ 71,562	3.75%	\$ 74,245	3.5%	\$ 76,844	3.25%	\$ 79,341	3.0%	\$ 81,721	3.00%	\$ 84,173	3.0%	\$ 86,698	3.0%	\$ 89,299	2.5%	\$ 91,532	2.5%	\$ 93,820	2.25%	\$ 95,931	2.0%	\$ 97,850
TBS10	\$ 78,825	3.75%	\$ 81,781	3.5%	\$ 84,643	3.25%	\$ 87,394	3.0%	\$ 90,016	3.00%	\$ 92,717	3.0%	\$ 95,498	3.0%	\$ 98,363	2.5%	\$ 100,822	2.5%	\$ 103,343	2.25%	\$ 105,668	2.0%	\$ 107,781

MONTHLY- ALL JOB FAMILIES																							
EXECUTIVE																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 9,608.21	3.75%	\$ 9,968.52	3.5%	\$ 10,317.42	3.25%	\$ 10,652.74	3.0%	\$ 10,972.32	3.0%	\$ 11,301.49	3.0%	\$ 11,640.53	3.0%	\$ 11,989.75	2.5%	\$ 12,289.49	2.5%	\$ 12,596.73	2.25%	\$ 12,880.16	2.0%	\$ 13,137.76
EX2	\$ 13,368.90	3.75%	\$ 13,870.23	3.5%	\$ 14,355.69	3.25%	\$ 14,822.25	3.0%	\$ 15,266.92	3.0%	\$ 15,724.93	3.0%	\$ 16,196.68	3.0%	\$ 16,682.58	2.5%	\$ 17,099.64	2.5%	\$ 17,527.13	2.25%	\$ 17,921.49	2.0%	\$ 18,279.92
EX3	\$ 13,970.50	3.75%	\$ 14,494.39	3.5%	\$ 15,001.70	3.25%	\$ 15,489.25	3.0%	\$ 15,953.93	3.0%	\$ 16,432.55	3.0%	\$ 16,925.53	3.0%	\$ 17,433.29	2.5%	\$ 17,869.12	2.5%	\$ 18,315.85	2.25%	\$ 18,727.96	2.0%	\$ 19,102.52
EX4	\$ 14,843.66	3.75%	\$ 15,400.29	3.5%	\$ 15,939.30	3.25%	\$ 16,457.33	3.0%	\$ 16,951.05	3.0%	\$ 17,459.58	3.0%	\$ 17,983.37	3.0%	\$ 18,522.87	2.5%	\$ 18,985.94	2.5%	\$ 19,460.59	2.25%	\$ 19,898.46	2.0%	\$ 20,296.42
INFORMATION TECHNOLOGY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$6,518.42	3.75%	\$6,762.86	3.5%	\$6,999.56	3.25%	\$7,227.05	3.0%	\$7,443.86	3.0%	\$7,667.17	3.0%	\$7,897.19	3.0%	\$8,134.11	2.5%	\$8,337.46	2.5%	\$8,545.89	2.25%	\$8,738.18	2.0%	\$8,912.94
INFT2	\$7,052.93	3.75%	\$7,317.42	3.5%	\$7,573.53	3.25%	\$7,819.67	3.0%	\$8,054.26	3.0%	\$8,295.88	3.0%	\$8,544.76	3.0%	\$8,801.10	2.5%	\$9,021.13	2.5%	\$9,246.66	2.25%	\$9,454.71	2.0%	\$9,643.80
INFT3	\$7,631.27	3.75%	\$7,917.44	3.5%	\$8,194.55	3.25%	\$8,460.88	3.0%	\$8,714.70	3.0%	\$8,976.15	3.0%	\$9,245.43	3.0%	\$9,522.79	2.5%	\$9,760.86	2.5%	\$10,004.88	2.25%	\$10,229.99	2.0%	\$10,434.59
INFT4	\$8,257.04	3.75%	\$8,566.67	3.5%	\$8,866.51	3.25%	\$9,154.67	3.0%	\$9,429.31	3.0%	\$9,712.19	3.0%	\$10,003.56	3.0%	\$10,303.66	2.5%	\$10,561.25	2.5%	\$10,825.28	2.25%	\$11,068.85	2.0%	\$11,290.23
INFT5	\$8,934.11	3.75%	\$9,269.14	3.5%	\$9,593.56	3.25%	\$9,905.35	3.0%	\$10,202.51	3.0%	\$10,508.59	3.0%	\$10,823.85	3.0%	\$11,148.56	2.5%	\$11,427.28	2.5%	\$11,712.96	2.25%	\$11,976.50	2.0%	\$12,216.03
LABOR, TRADES, CRAFTS AND UTILITIES																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$2,596.72	3.75%	\$2,694.10	3.5%	\$2,788.39	3.25%	\$2,879.01	3.0%	\$2,965.39	3.0%	\$3,054.35	3.0%	\$3,145.98	3.0%	\$3,240.36	2.5%	\$3,321.37	2.5%	\$3,404.40	2.25%	\$3,481.00	2.0%	\$3,550.62
LTCU2	\$2,862.63	3.75%	\$2,969.97	3.5%	\$3,073.92	3.25%	\$3,173.83	3.0%	\$3,269.04	3.0%	\$3,367.11	3.0%	\$3,468.13	3.0%	\$3,572.17	2.5%	\$3,661.47	2.5%	\$3,753.01	2.25%	\$3,837.45	2.0%	\$3,914.20
LTCU3	\$3,155.76	3.75%	\$3,274.10	3.5%	\$3,388.69	3.25%	\$3,498.83	3.0%	\$3,603.79	3.0%	\$3,711.90	3.0%	\$3,823.26	3.0%	\$3,937.96	2.5%	\$4,036.41	2.5%	\$4,137.32	2.25%	\$4,230.41	2.0%	\$4,315.02
LTCU4	\$3,478.91	3.75%	\$3,609.37	3.5%	\$3,735.70	3.25%	\$3,857.11	3.0%	\$3,972.82	3.0%	\$4,092.00	3.0%	\$4,214.76	3.0%	\$4,341.21	2.5%	\$4,449.74	2.5%	\$4,560.98	2.25%	\$4,663.60	2.0%	\$4,756.87
LTCU5	\$3,835.15	3.75%	\$3,978.97	3.5%	\$4,118.23	3.25%	\$4,252.07	3.0%	\$4,379.64	3.0%	\$4,511.02	3.0%	\$4,646.36	3.0%	\$4,785.75	2.5%	\$4,905.39	2.5%	\$5,028.02	2.25%	\$5,141.15	2.0%	\$5,243.98
LTCU6	\$4,227.87	3.75%	\$4,386.41	3.5%	\$4,539.94	3.25%	\$4,687.49	3.0%	\$4,828.11	3.0%	\$4,972.95	3.0%	\$5,122.14	3.0%	\$5,275.81	2.5%	\$5,407.70	2.5%	\$5,542.89	2.25%	\$5,667.61	2.0%	\$5,780.96
LTCU7	\$4,660.80	3.75%	\$4,835.58	3.5%	\$5,004.83	3.25%	\$5,167.48	3.0%	\$5,322.51	3.0%	\$5,482.18	3.0%	\$5,646.65	3.0%	\$5,816.05	2.5%	\$5,961.45	2.5%	\$6,110.49	2.25%	\$6,247.97	2.0%	\$6,372.93
LTCU8	\$5,138.07	3.75%	\$5,330.75	3.5%	\$5,517.32	3.25%	\$5,696.63	3.0%	\$5,867.53	3.0%	\$6,043.56	3.0%	\$6,224.87	3.0%	\$6,411.61	2.5%	\$6,571.90	2.5%	\$6,736.20	2.25%	\$6,887.76	2.0%	\$7,025.52
LTCU9	\$5,664.21	3.75%	\$5,876.61	3.5%	\$6,082.29	3.25%	\$6,279.97	3.0%	\$6,468.37	3.0%	\$6,662.42	3.0%	\$6,862.29	3.0%	\$7,068.16	2.5%	\$7,244.87	2.5%	\$7,425.99	2.25%	\$7,593.07	2.0%	\$7,744.93
MANAGEMENT																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$4,614.94	3.75%	\$4,788.00	3.5%	\$4,955.58	3.25%	\$5,116.63	3.0%	\$5,270.13	3.0%	\$5,428.23	3.0%	\$5,591.08	3.0%	\$5,758.81	2.5%	\$5,902.78	2.5%	\$6,050.35	2.25%	\$6,186.49	2.0%	\$6,310.22
MGMT3	\$5,088.43	3.75%	\$5,279.24	3.5%	\$5,464.02	3.25%	\$5,641.60	3.0%	\$5,810.85	3.0%	\$5,985.17	3.0%	\$6,164.73	3.0%	\$6,349.67	2.5%	\$6,508.41	2.5%	\$6,671.12	2.25%	\$6,821.22	2.0%	\$6,957.65
MGMT4	\$5,610.50	3.75%	\$5,820.89	3.5%	\$6,024.63	3.25%	\$6,220.43	3.0%	\$6,407.04	3.0%	\$6,599.25	3.0%	\$6,797.23	3.0%	\$7,001.14	2.5%	\$7,176.17	2.5%	\$7,355.58	2.25%	\$7,521.08	2.0%	\$7,671.50
MGMT5	\$6,329.77	3.75%	\$6,567.13	3.5%	\$6,796.98	3.25%	\$7,017.89	3.0%	\$7,228.42	3.0%	\$7,445.27	3.0%	\$7,668.63	3.0%	\$7,898.69	2.5%	\$8,096.16	2.5%	\$8,298.56	2.25%	\$8,485.28	2.0%	\$8,654.99
MGMT6	\$6,979.20	3.75%	\$7,240.92	3.5%	\$7,494.35	3.25%	\$7,737.92	3.0%	\$7,970.06	3.0%	\$8,209.16	3.0%	\$8,455.43	3.0%	\$8,709.10	2.5%	\$8,926.82	2.5%	\$9,150.00	2.25%	\$9,355.87	2.0%	\$9,542.99
MGMT7	\$7,695.27	3.75%	\$7,983.84	3.5%	\$8,263.27	3.25%	\$8,531.83	3.0%	\$8,787.79	3.0%	\$9,051.42	3.0%	\$9,322.96	3.0%	\$9,602.65	2.5%	\$9,842.72	2.5%	\$10,088.78	2.25%	\$10,315.78	2.0%	\$10,522.10
MGMT8	\$8,484.80	3.75%	\$8,802.98	3.5%	\$9,111.09	3.25%	\$9,407.20	3.0%	\$9,689.41	3.0%	\$9,980.09	3.0%	\$10,279.50	3.0%	\$10,587.88	2.5%	\$10,852.58	2.5%	\$11,123.89	2.25%	\$11,374.18	2.0%	\$11,601.67
MGMT9	\$9,142.37	3.75%	\$9,485.21	3.5%	\$9,817.20	3.25%	\$10,136.25	3.0%	\$10,440.34	3.0%	\$10,753.55	3.0%	\$11,076.16	3.0%	\$11,408.44	2.5%	\$11,693.65	2.5%	\$11,986.00	2.25%	\$12,255.68	2.0%	\$12,500.79
MGMT10	\$10,080.38	3.75%	\$10,458.40	3.5%	\$10,824.44	3.25%	\$11,176.23	3.0%	\$11,511.52	3.0%	\$11,856.87	3.0%	\$12,212.57	3.0%	\$12,578.95	2.5%	\$12,893.42	2.5%	\$13,215.76	2.25%	\$13,513.11	2.0%	\$13,783.38
MGMT11	\$10,685.20	3.75%	\$11,085.90	3.5%	\$11,473.91	3.25%	\$11,846.81	3.0%	\$12,202.21	3.0%	\$12,568.28	3.0%	\$12,945.33	3.0%	\$13,333.69	2.5%	\$13,667.03	2.5%	\$14,008.70	2.25%	\$14,323.90	2.0%	\$14,610.38
MGMT12	\$11,326.32	3.75%	\$11,751.05	3.5%	\$12,162.34	3.25%	\$12,557.62	3.0%	\$12,934.35	3.0%	\$13,322.38	3.0%	\$13,722.05	3.0%	\$14,133.71	2.5%	\$14,487.05	2.5%	\$14,849.23	2.25%	\$15,183.33	2.0%	\$15,487.00
MGMT13	\$11,892.63	3.75%	\$12,338.61	3.5%	\$12,770.46	3.25%	\$13,185.50	3.0%	\$13,581.06	3.0%	\$13,988.49	3.0%	\$14,408.15	3.0%	\$14,840.39	2.5%	\$15,211.40	2.5%	\$15,591.69	2.25%	\$15,942.50	2.0%	\$16,261.35
POLICE SWORN																							
	1		2		3		4		5		6												
PD1	\$6,574.16	7.00%	\$7,035.77	7.0%	\$7,529.78	7.00%	\$8,056.87	7.00%	\$8,620.85	2.4%	\$8,828.83												
PDM	\$9,226.13																						
PD2	\$10,094.30	3.00%	\$10,397.13	3.0%	\$10,709.05	2.25%	\$10,950.00																
PD3	\$12,264.00	2.25%	\$12,539.94																				
PD4	\$13,292.34	2.25%	\$13,591.41																				
PD5	\$15,007.64	2.25%	\$15,345.31																				
PR1	\$5,567.58																						
PR2	\$5,845.92																						

MONTHLY- ALL JOB FAMILIES																							
PROFESSIONAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$4,282.28	3.75%	\$4,442.86	3.5%	\$4,598.36	3.25%	\$4,747.81	3.0%	\$4,890.24	3.0%	\$5,036.95	3.0%	\$5,188.06	3.0%	\$5,343.70	2.5%	\$5,477.29	2.5%	\$5,614.22	2.25%	\$5,740.54	2.0%	\$5,855.36
PROF4	\$4,731.91	3.75%	\$4,909.36	3.5%	\$5,081.19	3.25%	\$5,246.33	3.0%	\$5,403.72	3.0%	\$5,565.83	3.0%	\$5,732.80	3.0%	\$5,904.79	2.5%	\$6,052.41	2.5%	\$6,203.72	2.25%	\$6,343.30	2.0%	\$6,470.17
PROF5	\$5,228.77	3.75%	\$5,424.84	3.5%	\$5,614.71	3.25%	\$5,797.19	3.0%	\$5,971.11	3.0%	\$6,150.24	3.0%	\$6,334.75	3.0%	\$6,524.79	2.5%	\$6,687.91	2.5%	\$6,855.11	2.25%	\$7,009.35	2.0%	\$7,149.54
PROF6	\$5,777.79	3.75%	\$5,994.45	3.5%	\$6,204.26	3.25%	\$6,405.90	3.0%	\$6,598.07	3.0%	\$6,796.02	3.0%	\$6,999.90	3.0%	\$7,209.89	2.5%	\$7,390.14	2.5%	\$7,574.89	2.25%	\$7,745.33	2.0%	\$7,900.24
PROF7	\$6,384.45	3.75%	\$6,623.87	3.5%	\$6,855.71	3.25%	\$7,078.52	3.0%	\$7,290.87	3.0%	\$7,509.60	3.0%	\$7,734.89	3.0%	\$7,966.93	2.5%	\$8,166.11	2.5%	\$8,370.26	2.25%	\$8,558.59	2.0%	\$8,729.76
PROF8	\$7,054.82	3.75%	\$7,319.38	3.5%	\$7,575.56	3.25%	\$7,821.76	3.0%	\$8,056.41	3.0%	\$8,298.11	3.0%	\$8,547.05	3.0%	\$8,803.46	2.5%	\$9,023.55	2.5%	\$9,249.14	2.25%	\$9,457.24	2.0%	\$9,646.39
PROF9	\$7,795.58	3.75%	\$8,087.91	3.5%	\$8,370.99	3.25%	\$8,643.05	3.0%	\$8,902.34	3.0%	\$9,169.41	3.0%	\$9,444.49	3.0%	\$9,727.82	2.5%	\$9,971.02	2.5%	\$10,220.30	2.25%	\$10,450.25	2.0%	\$10,659.26
PROF10	\$8,614.11	3.75%	\$8,937.14	3.5%	\$9,249.94	3.25%	\$9,550.57	3.0%	\$9,837.08	3.0%	\$10,132.20	3.0%	\$10,436.16	3.0%	\$10,749.25	2.5%	\$11,017.98	2.5%	\$11,293.43	2.25%	\$11,547.53	2.0%	\$11,778.48
PROF11	\$9,518.60	3.75%	\$9,875.54	3.5%	\$10,221.19	3.25%	\$10,553.38	3.0%	\$10,869.98	3.0%	\$11,196.08	3.0%	\$11,531.96	3.0%	\$11,877.92	2.5%	\$12,174.86	2.5%	\$12,479.24	2.25%	\$12,760.02	2.0%	\$13,015.22
TECHNICAL AND BUSINESS SUPPORT																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$2,751.84	3.75%	\$2,855.03	3.5%	\$2,954.96	3.25%	\$3,051.00	3.0%	\$3,142.53	3.0%	\$3,236.80	3.0%	\$3,333.91	3.0%	\$3,433.92	2.5%	\$3,519.77	2.5%	\$3,607.77	2.25%	\$3,688.94	2.0%	\$3,762.72
TBS2	\$3,031.15	3.75%	\$3,144.82	3.5%	\$3,254.89	3.25%	\$3,360.67	3.0%	\$3,461.49	3.0%	\$3,565.34	3.0%	\$3,672.30	3.0%	\$3,782.47	2.5%	\$3,877.03	2.5%	\$3,973.95	2.25%	\$4,063.37	2.0%	\$4,144.64
TBS3	\$3,338.81	3.75%	\$3,464.02	3.5%	\$3,585.26	3.25%	\$3,701.78	3.0%	\$3,812.83	3.0%	\$3,927.22	3.0%	\$4,045.04	3.0%	\$4,166.39	2.5%	\$4,270.55	2.5%	\$4,377.31	2.25%	\$4,475.80	2.0%	\$4,565.32
TBS4	\$3,677.70	3.75%	\$3,815.62	3.5%	\$3,949.16	3.25%	\$4,077.51	3.0%	\$4,199.84	3.0%	\$4,325.83	3.0%	\$4,455.61	3.0%	\$4,589.28	2.5%	\$4,704.01	2.5%	\$4,821.61	2.25%	\$4,930.09	2.0%	\$5,028.70
TBS5	\$4,050.99	3.75%	\$4,202.90	3.5%	\$4,350.00	3.25%	\$4,491.38	3.0%	\$4,626.12	3.0%	\$4,764.90	3.0%	\$4,907.85	3.0%	\$5,055.09	2.5%	\$5,181.46	2.5%	\$5,311.00	2.25%	\$5,430.50	2.0%	\$5,539.11
TBS6	\$4,462.17	3.75%	\$4,629.50	3.5%	\$4,791.53	3.25%	\$4,947.25	3.0%	\$5,095.67	3.0%	\$5,248.54	3.0%	\$5,406.00	3.0%	\$5,568.18	2.5%	\$5,707.38	2.5%	\$5,850.07	2.25%	\$5,981.69	2.0%	\$6,101.33
TBS7	\$4,915.08	3.75%	\$5,099.39	3.5%	\$5,277.87	3.25%	\$5,449.40	3.0%	\$5,612.88	3.0%	\$5,781.27	3.0%	\$5,954.71	3.0%	\$6,133.35	2.5%	\$6,286.68	2.5%	\$6,443.85	2.25%	\$6,588.84	2.0%	\$6,720.61
TBS8	\$5,413.96	3.75%	\$5,616.98	3.5%	\$5,813.57	3.25%	\$6,002.51	3.0%	\$6,182.59	3.0%	\$6,368.07	3.0%	\$6,559.11	3.0%	\$6,755.88	2.5%	\$6,924.78	2.5%	\$7,097.90	2.25%	\$7,257.60	2.0%	\$7,402.75
TBS9	\$5,963.47	3.75%	\$6,187.10	3.5%	\$6,403.65	3.25%	\$6,611.77	3.0%	\$6,810.12	3.0%	\$7,014.43	3.0%	\$7,224.86	3.0%	\$7,441.60	2.5%	\$7,627.64	2.5%	\$7,818.34	2.25%	\$7,994.25	2.0%	\$8,154.13
TBS10	\$6,568.76	3.75%	\$6,815.09	3.5%	\$7,053.62	3.25%	\$7,282.86	3.0%	\$7,501.35	3.0%	\$7,726.39	3.0%	\$7,958.18	3.0%	\$8,196.93	2.5%	\$8,401.85	2.5%	\$8,611.90	2.25%	\$8,805.66	2.0%	\$8,981.78

BIWEEKLY - ALL JOB FAMILIES

EXECUTIVE

	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 4,434.56	3.75%	\$ 4,600.86	3.5%	\$ 4,761.89	3.25%	\$ 4,916.65	3.0%	\$ 5,064.15	3.00%	\$ 5,216.07	3.0%	\$ 5,372.55	3.0%	\$ 5,533.73	2.5%	\$ 5,672.07	2.5%	\$ 5,813.88	2.25%	\$ 5,944.69	2.0%	\$ 6,063.58
EX2	\$ 6,170.26	3.75%	\$ 6,401.65	3.5%	\$ 6,625.70	3.25%	\$ 6,841.04	3.0%	\$ 7,046.27	3.00%	\$ 7,257.66	3.0%	\$ 7,475.39	3.0%	\$ 7,699.65	2.5%	\$ 7,892.14	2.5%	\$ 8,089.44	2.25%	\$ 8,271.46	2.0%	\$ 8,436.89
EX3	\$ 6,447.92	3.75%	\$ 6,689.72	3.5%	\$ 6,923.86	3.25%	\$ 7,148.89	3.0%	\$ 7,363.35	3.00%	\$ 7,584.25	3.0%	\$ 7,811.78	3.0%	\$ 8,046.13	2.5%	\$ 8,247.29	2.5%	\$ 8,453.47	2.25%	\$ 8,643.67	2.0%	\$ 8,816.55
EX4	\$ 6,850.92	3.75%	\$ 7,107.83	3.5%	\$ 7,356.60	3.25%	\$ 7,595.69	3.0%	\$ 7,823.56	3.00%	\$ 8,058.27	3.0%	\$ 8,300.02	3.0%	\$ 8,549.02	2.5%	\$ 8,762.74	2.5%	\$ 8,981.81	2.25%	\$ 9,183.90	2.0%	\$ 9,367.58

INFORMATION TECHNOLOGY

	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$ 3,008.50	3.75%	\$ 3,121.32	3.5%	\$ 3,230.57	3.25%	\$ 3,335.56	3.0%	\$ 3,435.63	3.00%	\$ 3,538.70	3.0%	\$ 3,644.86	3.0%	\$ 3,754.20	2.5%	\$ 3,848.06	2.5%	\$ 3,944.26	2.25%	\$ 4,033.00	2.0%	\$ 4,113.67
INFT2	\$ 3,255.20	3.75%	\$ 3,377.27	3.5%	\$ 3,495.47	3.25%	\$ 3,609.08	3.0%	\$ 3,717.35	3.00%	\$ 3,828.87	3.0%	\$ 3,943.74	3.0%	\$ 4,062.05	2.5%	\$ 4,163.60	2.5%	\$ 4,267.69	2.25%	\$ 4,363.71	2.0%	\$ 4,450.99
INFT3	\$ 3,522.13	3.75%	\$ 3,654.21	3.5%	\$ 3,782.10	3.25%	\$ 3,905.02	3.0%	\$ 4,022.17	3.00%	\$ 4,142.84	3.0%	\$ 4,267.12	3.0%	\$ 4,395.14	2.5%	\$ 4,505.01	2.5%	\$ 4,617.64	2.25%	\$ 4,721.54	2.0%	\$ 4,815.97
INFT4	\$ 3,810.94	3.75%	\$ 3,953.85	3.5%	\$ 4,092.23	3.25%	\$ 4,225.23	3.0%	\$ 4,351.99	3.00%	\$ 4,482.55	3.0%	\$ 4,617.03	3.0%	\$ 4,755.54	2.5%	\$ 4,874.42	2.5%	\$ 4,996.29	2.25%	\$ 5,108.70	2.0%	\$ 5,210.88
INFT5	\$ 4,123.44	3.75%	\$ 4,278.07	3.5%	\$ 4,427.80	3.25%	\$ 4,571.70	3.0%	\$ 4,708.85	3.00%	\$ 4,850.12	3.0%	\$ 4,995.62	3.0%	\$ 5,145.49	2.5%	\$ 5,274.13	2.5%	\$ 5,405.98	2.25%	\$ 5,527.62	2.0%	\$ 5,638.17

LABOR, TRADES, CRAFTS AND UTILITIES

	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 1,198.49	3.75%	\$ 1,243.43	3.5%	\$ 1,286.95	3.25%	\$ 1,328.78	3.0%	\$ 1,368.64	3.00%	\$ 1,409.70	3.0%	\$ 1,451.99	3.0%	\$ 1,495.55	2.5%	\$ 1,532.94	2.5%	\$ 1,571.26	2.25%	\$ 1,606.61	2.0%	\$ 1,638.75
LTCU2	\$ 1,321.21	3.75%	\$ 1,370.76	3.5%	\$ 1,418.73	3.25%	\$ 1,464.84	3.0%	\$ 1,508.79	3.00%	\$ 1,554.05	3.0%	\$ 1,600.67	3.0%	\$ 1,648.69	2.5%	\$ 1,689.91	2.5%	\$ 1,732.16	2.25%	\$ 1,771.13	2.0%	\$ 1,806.55
LTCU3	\$ 1,456.50	3.75%	\$ 1,511.12	3.5%	\$ 1,564.01	3.25%	\$ 1,614.84	3.0%	\$ 1,663.29	3.00%	\$ 1,713.19	3.0%	\$ 1,764.58	3.0%	\$ 1,817.52	2.5%	\$ 1,862.96	2.5%	\$ 1,909.53	2.25%	\$ 1,952.50	2.0%	\$ 1,991.55
LTCU4	\$ 1,605.65	3.75%	\$ 1,665.86	3.5%	\$ 1,724.17	3.25%	\$ 1,780.20	3.0%	\$ 1,833.61	3.00%	\$ 1,888.62	3.0%	\$ 1,945.28	3.0%	\$ 2,003.63	2.5%	\$ 2,053.72	2.5%	\$ 2,105.07	2.25%	\$ 2,152.43	2.0%	\$ 2,195.48
LTCU5	\$ 1,770.07	3.75%	\$ 1,836.45	3.5%	\$ 1,900.72	3.25%	\$ 1,962.50	3.0%	\$ 2,021.37	3.00%	\$ 2,082.01	3.0%	\$ 2,144.47	3.0%	\$ 2,208.81	2.5%	\$ 2,264.03	2.5%	\$ 2,320.63	2.25%	\$ 2,372.84	2.0%	\$ 2,420.30
LTCU6	\$ 1,951.32	3.75%	\$ 2,024.50	3.5%	\$ 2,095.36	3.25%	\$ 2,163.45	3.0%	\$ 2,228.36	3.00%	\$ 2,295.21	3.0%	\$ 2,364.07	3.0%	\$ 2,434.99	2.5%	\$ 2,495.86	2.5%	\$ 2,558.26	2.25%	\$ 2,615.82	2.0%	\$ 2,668.14
LTCU7	\$ 2,151.14	3.75%	\$ 2,231.81	3.5%	\$ 2,309.92	3.25%	\$ 2,384.99	3.0%	\$ 2,456.54	3.00%	\$ 2,530.24	3.0%	\$ 2,606.15	3.0%	\$ 2,684.33	2.5%	\$ 2,751.44	2.5%	\$ 2,820.22	2.25%	\$ 2,883.68	2.0%	\$ 2,941.35
LTCU8	\$ 2,371.42	3.75%	\$ 2,460.34	3.5%	\$ 2,546.46	3.25%	\$ 2,629.22	3.0%	\$ 2,708.09	3.00%	\$ 2,789.34	3.0%	\$ 2,873.02	3.0%	\$ 2,959.21	2.5%	\$ 3,033.19	2.5%	\$ 3,109.02	2.25%	\$ 3,178.97	2.0%	\$ 3,242.55
LTCU9	\$ 2,614.25	3.75%	\$ 2,712.28	3.5%	\$ 2,807.21	3.25%	\$ 2,898.45	3.0%	\$ 2,985.40	3.00%	\$ 3,074.96	3.0%	\$ 3,167.21	3.0%	\$ 3,262.23	2.5%	\$ 3,343.78	2.5%	\$ 3,427.38	2.25%	\$ 3,504.49	2.0%	\$ 3,574.58

MANAGEMENT

	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 2,129.97	3.75%	\$ 2,209.84	3.5%	\$ 2,287.19	3.25%	\$ 2,361.52	3.0%	\$ 2,432.37	3.00%	\$ 2,505.34	3.0%	\$ 2,580.50	3.0%	\$ 2,657.91	2.5%	\$ 2,724.36	2.5%	\$ 2,792.47	2.25%	\$ 2,855.30	2.0%	\$ 2,912.41
MGMT3	\$ 2,348.51	3.75%	\$ 2,436.57	3.5%	\$ 2,521.85	3.25%	\$ 2,603.81	3.0%	\$ 2,681.93	3.00%	\$ 2,762.39	3.0%	\$ 2,845.26	3.0%	\$ 2,930.62	2.5%	\$ 3,003.88	2.5%	\$ 3,078.98	2.25%	\$ 3,148.26	2.0%	\$ 3,211.22
MGMT4	\$ 2,589.46	3.75%	\$ 2,686.57	3.5%	\$ 2,780.60	3.25%	\$ 2,870.97	3.0%	\$ 2,957.10	3.00%	\$ 3,045.81	3.0%	\$ 3,137.18	3.0%	\$ 3,231.30	2.5%	\$ 3,312.08	2.5%	\$ 3,394.88	2.25%	\$ 3,471.27	2.0%	\$ 3,540.69
MGMT5	\$ 2,921.43	3.75%	\$ 3,030.98	3.5%	\$ 3,137.07	3.25%	\$ 3,239.02	3.0%	\$ 3,336.19	3.00%	\$ 3,436.28	3.0%	\$ 3,539.37	3.0%	\$ 3,645.55	2.5%	\$ 3,736.69	2.5%	\$ 3,830.11	2.25%	\$ 3,916.28	2.0%	\$ 3,994.61
MGMT6	\$ 3,221.17	3.75%	\$ 3,341.96	3.5%	\$ 3,458.93	3.25%	\$ 3,571.35	3.0%	\$ 3,678.49	3.00%	\$ 3,788.84	3.0%	\$ 3,902.51	3.0%	\$ 4,019.58	2.5%	\$ 4,120.07	2.5%	\$ 4,223.07	2.25%	\$ 4,318.09	2.0%	\$ 4,404.46
MGMT7	\$ 3,551.66	3.75%	\$ 3,684.85	3.5%	\$ 3,813.82	3.25%	\$ 3,937.77	3.0%	\$ 4,055.90	3.00%	\$ 4,177.58	3.0%	\$ 4,302.91	3.0%	\$ 4,431.99	2.5%	\$ 4,542.79	2.5%	\$ 4,656.36	2.25%	\$ 4,761.13	2.0%	\$ 4,856.35
MGMT8	\$ 3,916.06	3.75%	\$ 4,062.91	3.5%	\$ 4,205.12	3.25%	\$ 4,341.78	3.0%	\$ 4,472.04	3.00%	\$ 4,606.20	3.0%	\$ 4,744.38	3.0%	\$ 4,886.72	2.5%	\$ 5,008.88	2.5%	\$ 5,134.11	2.25%	\$ 5,249.62	2.0%	\$ 5,354.61
MGMT9	\$ 4,219.56	3.75%	\$ 4,377.79	3.5%	\$ 4,531.01	3.25%	\$ 4,678.27	3.0%	\$ 4,818.62	3.00%	\$ 4,963.18	3.0%	\$ 5,112.07	3.0%	\$ 5,265.44	2.5%	\$ 5,397.07	2.5%	\$ 5,532.00	2.25%	\$ 5,656.47	2.0%	\$ 5,769.60
MGMT10	\$ 4,652.48	3.75%	\$ 4,826.95	3.5%	\$ 4,995.90	3.25%	\$ 5,158.26	3.0%	\$ 5,313.01	3.00%	\$ 5,472.40	3.0%	\$ 5,636.57	3.0%	\$ 5,805.67	2.5%	\$ 5,950.81	2.5%	\$ 6,099.58	2.25%	\$ 6,236.82	2.0%	\$ 6,361.56
MGMT11	\$ 4,931.63	3.75%	\$ 5,116.57	3.5%	\$ 5,295.65	3.25%	\$ 5,467.76	3.0%	\$ 5,631.79	3.00%	\$ 5,800.74	3.0%	\$ 5,974.77	3.0%	\$ 6,154.01	2.5%	\$ 6,307.86	2.5%	\$ 6,465.56	2.25%	\$ 6,611.03	2.0%	\$ 6,743.25
MGMT12	\$ 5,227.53	3.75%	\$ 5,423.56	3.5%	\$ 5,613.39	3.25%	\$ 5,795.82	3.0%	\$ 5,969.70	3.00%	\$ 6,148.79	3.0%	\$ 6,333.25	3.0%	\$ 6,523.25	2.5%	\$ 6,686.33	2.5%	\$ 6,853.49	2.25%	\$ 7,007.69	2.0%	\$ 7,147.85
MGMT13	\$ 5,488.91	3.75%	\$ 5,694.74	3.5%	\$ 5,894.06	3.25%	\$ 6,085.61	3.0%	\$ 6,268.18	3.00%	\$ 6,456.23	3.0%	\$ 6,649.91	3.0%	\$ 6,849.41	2.5%	\$ 7,020.65	2.5%	\$ 7,196.16	2.25%	\$ 7,358.08	2.0%	\$ 7,505.24

POLICE SWORN

	1		2		3		4		5		6												
PD1	\$ 3,034.23	7.00%	\$ 3,247.28	7.0%	\$ 3,475.28	7.00%	\$ 3,718.55	7.0%	\$ 3,978.85	2.41%	\$ 4,074.84												
PDM	\$ 4,258.21																						
PD2	\$ 4,658.91	3.00%	\$ 4,798.68	3.0%	\$ 4,942.64	2.25%	\$ 5,053.85	2.4%															
PD3	\$ 5,660.31	2.25%	\$ 5,787.66																				
PD4	\$ 6,134.92	2.25%	\$ 6,272.96																				
PD5	\$ 6,926.60	2.25%	\$ 7,082.45																				
PR1	\$ 2,569.65																						
PR2	\$ 2,698.12																						

BIWEEKLY - ALL JOB FAMILIES

PROFESSIONAL

	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 1,976.43	3.75%	\$ 2,050.55	3.5%	\$ 2,122.32	3.25%	\$ 2,191.30	3.0%	\$ 2,257.03	3.00%	\$ 2,324.75	3.0%	\$ 2,394.49	3.0%	\$ 2,466.32	2.5%	\$ 2,527.98	2.5%	\$ 2,591.18	2.25%	\$ 2,649.48	2.0%	\$ 2,702.47
PROF4	\$ 2,183.96	3.75%	\$ 2,265.86	3.5%	\$ 2,345.16	3.25%	\$ 2,421.38	3.0%	\$ 2,494.02	3.00%	\$ 2,568.84	3.0%	\$ 2,645.91	3.0%	\$ 2,725.29	2.5%	\$ 2,793.42	2.5%	\$ 2,863.25	2.25%	\$ 2,927.68	2.0%	\$ 2,986.23
PROF5	\$ 2,413.28	3.75%	\$ 2,503.77	3.5%	\$ 2,591.41	3.25%	\$ 2,675.63	3.0%	\$ 2,755.90	3.00%	\$ 2,838.57	3.0%	\$ 2,923.73	3.0%	\$ 3,011.44	2.5%	\$ 3,086.73	2.5%	\$ 3,163.90	2.25%	\$ 3,235.08	2.0%	\$ 3,299.79
PROF6	\$ 2,666.67	3.75%	\$ 2,766.67	3.5%	\$ 2,863.50	3.25%	\$ 2,956.57	3.0%	\$ 3,045.27	3.00%	\$ 3,136.62	3.0%	\$ 3,230.72	3.0%	\$ 3,327.64	2.5%	\$ 3,410.83	2.5%	\$ 3,496.11	2.25%	\$ 3,574.77	2.0%	\$ 3,646.26
PROF7	\$ 2,946.67	3.75%	\$ 3,057.17	3.5%	\$ 3,164.17	3.25%	\$ 3,267.01	3.0%	\$ 3,365.02	3.00%	\$ 3,465.97	3.0%	\$ 3,569.95	3.0%	\$ 3,677.05	2.5%	\$ 3,768.97	2.5%	\$ 3,863.20	2.25%	\$ 3,950.12	2.0%	\$ 4,029.12
PROF8	\$ 3,256.07	3.75%	\$ 3,378.17	3.5%	\$ 3,496.41	3.25%	\$ 3,610.04	3.0%	\$ 3,718.34	3.00%	\$ 3,829.90	3.0%	\$ 3,944.79	3.0%	\$ 4,063.14	2.5%	\$ 4,164.71	2.5%	\$ 4,268.83	2.25%	\$ 4,364.88	2.0%	\$ 4,452.18
PROF9	\$ 3,597.96	3.75%	\$ 3,732.88	3.5%	\$ 3,863.53	3.25%	\$ 3,989.10	3.0%	\$ 4,108.77	3.00%	\$ 4,232.03	3.0%	\$ 4,359.00	3.0%	\$ 4,489.77	2.5%	\$ 4,602.01	2.5%	\$ 4,717.06	2.25%	\$ 4,823.19	2.0%	\$ 4,919.66
PROF10	\$ 3,975.74	3.75%	\$ 4,124.84	3.5%	\$ 4,269.20	3.25%	\$ 4,407.95	3.0%	\$ 4,540.19	3.00%	\$ 4,676.40	3.0%	\$ 4,816.69	3.0%	\$ 4,961.19	2.5%	\$ 5,085.22	2.5%	\$ 5,212.35	2.25%	\$ 5,329.63	2.0%	\$ 5,436.22
PROF11	\$ 4,393.20	3.75%	\$ 4,557.94	3.5%	\$ 4,717.47	3.25%	\$ 4,870.79	3.0%	\$ 5,016.91	3.00%	\$ 5,167.42	3.0%	\$ 5,322.44	3.0%	\$ 5,482.12	2.5%	\$ 5,619.17	2.5%	\$ 5,759.65	2.25%	\$ 5,889.24	2.0%	\$ 6,007.02

TECHNICAL AND BUSINESS SUPPORT

	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 1,270.08	3.75%	\$ 1,317.71	3.5%	\$ 1,363.83	3.25%	\$ 1,408.15	3.0%	\$ 1,450.40	3.00%	\$ 1,493.91	3.0%	\$ 1,538.73	3.0%	\$ 1,584.89	2.5%	\$ 1,624.51	2.5%	\$ 1,665.12	2.25%	\$ 1,702.59	2.0%	\$ 1,736.64
TBS2	\$ 1,398.99	3.75%	\$ 1,451.46	3.5%	\$ 1,502.26	3.25%	\$ 1,551.08	3.0%	\$ 1,597.61	3.00%	\$ 1,645.54	3.0%	\$ 1,694.91	3.0%	\$ 1,745.75	2.5%	\$ 1,789.40	2.5%	\$ 1,834.13	2.25%	\$ 1,875.40	2.0%	\$ 1,912.91
TBS3	\$ 1,540.99	3.75%	\$ 1,598.78	3.5%	\$ 1,654.74	3.25%	\$ 1,708.51	3.0%	\$ 1,759.77	3.00%	\$ 1,812.56	3.0%	\$ 1,866.94	3.0%	\$ 1,922.95	2.5%	\$ 1,971.02	2.5%	\$ 2,020.30	2.25%	\$ 2,065.75	2.0%	\$ 2,107.07
TBS4	\$ 1,697.40	3.75%	\$ 1,761.05	3.5%	\$ 1,822.69	3.25%	\$ 1,881.93	3.0%	\$ 1,938.39	3.00%	\$ 1,996.54	3.0%	\$ 2,056.43	3.0%	\$ 2,118.13	2.5%	\$ 2,171.08	2.5%	\$ 2,225.36	2.25%	\$ 2,275.43	2.0%	\$ 2,320.94
TBS5	\$ 1,869.69	3.75%	\$ 1,939.80	3.5%	\$ 2,007.69	3.25%	\$ 2,072.94	3.0%	\$ 2,135.13	3.00%	\$ 2,199.19	3.0%	\$ 2,265.16	3.0%	\$ 2,333.12	2.5%	\$ 2,391.44	2.5%	\$ 2,451.23	2.25%	\$ 2,506.38	2.0%	\$ 2,556.51
TBS6	\$ 2,059.46	3.75%	\$ 2,136.69	3.5%	\$ 2,211.47	3.25%	\$ 2,283.35	3.0%	\$ 2,351.85	3.00%	\$ 2,422.40	3.0%	\$ 2,495.08	3.0%	\$ 2,569.93	2.5%	\$ 2,634.18	2.5%	\$ 2,700.03	2.25%	\$ 2,760.78	2.0%	\$ 2,816.00
TBS7	\$ 2,268.50	3.75%	\$ 2,353.56	3.5%	\$ 2,435.94	3.25%	\$ 2,515.11	3.0%	\$ 2,590.56	3.00%	\$ 2,668.28	3.0%	\$ 2,748.33	3.0%	\$ 2,830.78	2.5%	\$ 2,901.55	2.5%	\$ 2,974.08	2.25%	\$ 3,041.00	2.0%	\$ 3,101.82
TBS8	\$ 2,498.75	3.75%	\$ 2,592.45	3.5%	\$ 2,683.19	3.25%	\$ 2,770.39	3.0%	\$ 2,853.50	3.00%	\$ 2,939.11	3.0%	\$ 3,027.28	3.0%	\$ 3,118.10	2.5%	\$ 3,196.05	2.5%	\$ 3,275.95	2.25%	\$ 3,349.66	2.0%	\$ 3,416.66
TBS9	\$ 2,752.37	3.75%	\$ 2,855.59	3.5%	\$ 2,955.53	3.25%	\$ 3,051.59	3.0%	\$ 3,143.13	3.00%	\$ 3,237.43	3.0%	\$ 3,334.55	3.0%	\$ 3,434.59	2.5%	\$ 3,520.45	2.5%	\$ 3,608.46	2.25%	\$ 3,689.65	2.0%	\$ 3,763.45
TBS10	\$ 3,031.74	3.75%	\$ 3,145.43	3.5%	\$ 3,255.52	3.25%	\$ 3,361.32	3.0%	\$ 3,462.16	3.00%	\$ 3,566.03	3.0%	\$ 3,673.01	3.0%	\$ 3,783.20	2.5%	\$ 3,877.78	2.5%	\$ 3,974.72	2.25%	\$ 4,064.15	2.0%	\$ 4,145.44

HOURLY- ALL JOB FAMILIES																							
EXECUTIVE																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 55.43200	3.75%	\$ 57.51070	3.5%	\$ 59.52358	3.25%	\$ 61.45809	3.0%	\$ 63.30184	3.00%	\$ 65.20089	3.0%	\$ 67.15692	3.0%	\$ 69.17163	2.5%	\$ 70.90092	2.5%	\$ 72.67344	2.25%	\$ 74.30859	2.0%	\$ 75.79476
EX2	\$ 77.12827	3.75%	\$ 80.02058	3.5%	\$ 82.82130	3.25%	\$ 85.51299	3.0%	\$ 88.07838	3.00%	\$ 90.72073	3.0%	\$ 93.44236	3.0%	\$ 96.24563	2.5%	\$ 98.65177	2.5%	\$ 101.11806	2.25%	\$ 103.39322	2.0%	\$ 105.46108
EX3	\$ 80.59904	3.75%	\$ 83.62151	3.5%	\$ 86.54826	3.25%	\$ 89.36108	3.0%	\$ 92.04191	3.00%	\$ 94.80317	3.0%	\$ 97.64726	3.0%	\$ 100.57668	2.5%	\$ 103.09110	2.5%	\$ 105.66837	2.25%	\$ 108.04591	2.0%	\$ 110.20683
EX4	\$ 85.63648	3.75%	\$ 88.84785	3.5%	\$ 91.95753	3.25%	\$ 94.94614	3.0%	\$ 97.79453	3.00%	\$ 100.72837	3.0%	\$ 103.75022	3.0%	\$ 106.86272	2.5%	\$ 109.53429	2.5%	\$ 112.27265	2.25%	\$ 114.79878	2.0%	\$ 117.09476
INFORMATION TECHNOLOGY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INF1	\$ 37.60627	3.75%	\$ 39.01651	3.5%	\$ 40.38209	3.25%	\$ 41.69450	3.0%	\$ 42.94534	3.00%	\$ 44.23370	3.0%	\$ 45.56071	3.0%	\$ 46.92753	2.5%	\$ 48.10072	2.5%	\$ 49.30324	2.25%	\$ 50.41256	2.0%	\$ 51.42081
INF2	\$ 40.68999	3.75%	\$ 42.21586	3.5%	\$ 43.69342	3.25%	\$ 45.11345	3.0%	\$ 46.46686	3.00%	\$ 47.86086	3.0%	\$ 49.29669	3.0%	\$ 50.77559	2.5%	\$ 52.04498	2.5%	\$ 53.34610	2.25%	\$ 54.54639	2.0%	\$ 55.63732
INF3	\$ 44.02657	3.75%	\$ 45.67756	3.5%	\$ 47.27628	3.25%	\$ 48.81276	3.0%	\$ 50.27714	3.00%	\$ 51.78545	3.0%	\$ 53.33902	3.0%	\$ 54.93919	2.5%	\$ 56.31267	2.5%	\$ 57.72048	2.25%	\$ 59.01920	2.0%	\$ 60.19958
INF4	\$ 47.63675	3.75%	\$ 49.42312	3.5%	\$ 51.15293	3.25%	\$ 52.81540	3.0%	\$ 54.39987	3.00%	\$ 56.03186	3.0%	\$ 57.71282	3.0%	\$ 59.44420	2.5%	\$ 60.93031	2.5%	\$ 62.45356	2.25%	\$ 63.85877	2.0%	\$ 65.13595
INF5	\$ 51.54296	3.75%	\$ 53.47582	3.5%	\$ 55.34747	3.25%	\$ 57.14627	3.0%	\$ 58.86065	3.00%	\$ 60.62647	3.0%	\$ 62.44527	3.0%	\$ 64.31863	2.5%	\$ 65.92659	2.5%	\$ 67.57476	2.25%	\$ 69.09519	2.0%	\$ 70.47709
LABOR, TRADES, CRAFTS AND UTILITIES																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 14.98109	3.75%	\$ 15.54288	3.5%	\$ 16.08688	3.25%	\$ 16.60970	3.0%	\$ 17.10799	3.00%	\$ 17.62123	3.0%	\$ 18.14987	3.0%	\$ 18.69436	2.5%	\$ 19.16172	2.5%	\$ 19.64077	2.25%	\$ 20.08268	2.0%	\$ 20.48434
LTCU2	\$ 16.51515	3.75%	\$ 17.13447	3.5%	\$ 17.73417	3.25%	\$ 18.31053	3.0%	\$ 18.85985	3.00%	\$ 19.42565	3.0%	\$ 20.00842	3.0%	\$ 20.60867	2.5%	\$ 21.12388	2.5%	\$ 21.65198	2.25%	\$ 22.13915	2.0%	\$ 22.58193
LTCU3	\$ 18.20630	3.75%	\$ 18.88904	3.5%	\$ 19.55015	3.25%	\$ 20.18553	3.0%	\$ 20.79110	3.00%	\$ 21.41483	3.0%	\$ 22.05728	3.0%	\$ 22.71900	2.5%	\$ 23.28697	2.5%	\$ 23.86914	2.25%	\$ 24.40620	2.0%	\$ 24.89432
LTCU4	\$ 20.07063	3.75%	\$ 20.82327	3.5%	\$ 21.55209	3.25%	\$ 22.25253	3.0%	\$ 22.92011	3.00%	\$ 23.60771	3.0%	\$ 24.31594	3.0%	\$ 25.04542	2.5%	\$ 25.67156	2.5%	\$ 26.31334	2.25%	\$ 26.90540	2.0%	\$ 27.44350
LTCU5	\$ 22.12586	3.75%	\$ 22.95558	3.5%	\$ 23.75902	3.25%	\$ 24.53119	3.0%	\$ 25.26713	3.00%	\$ 26.02514	3.0%	\$ 26.80589	3.0%	\$ 27.61007	2.5%	\$ 28.30032	2.5%	\$ 29.00783	2.25%	\$ 29.66051	2.0%	\$ 30.25372
LTCU6	\$ 24.39155	3.75%	\$ 25.30623	3.5%	\$ 26.19195	3.25%	\$ 27.04318	3.0%	\$ 27.85448	3.00%	\$ 28.69011	3.0%	\$ 29.55082	3.0%	\$ 30.43734	2.5%	\$ 31.19828	2.5%	\$ 31.97823	2.25%	\$ 32.69774	2.0%	\$ 33.35170
LTCU7	\$ 26.88924	3.75%	\$ 27.89759	3.5%	\$ 28.87400	3.25%	\$ 29.81241	3.0%	\$ 30.70678	3.00%	\$ 31.62798	3.0%	\$ 32.57682	3.0%	\$ 33.55413	2.5%	\$ 34.39298	2.5%	\$ 35.25280	2.25%	\$ 36.04599	2.0%	\$ 36.76691
LTCU8	\$ 29.64270	3.75%	\$ 30.75430	3.5%	\$ 31.83070	3.25%	\$ 32.86520	3.0%	\$ 33.85115	3.00%	\$ 34.86669	3.0%	\$ 35.91269	3.0%	\$ 36.99007	2.5%	\$ 37.91482	2.5%	\$ 38.86269	2.25%	\$ 39.73710	2.0%	\$ 40.53184
LTCU9	\$ 32.67811	3.75%	\$ 33.90354	3.5%	\$ 35.09016	3.25%	\$ 36.23059	3.0%	\$ 37.31751	3.00%	\$ 38.43704	3.0%	\$ 39.59015	3.0%	\$ 40.77785	2.5%	\$ 41.79730	2.5%	\$ 42.84223	2.25%	\$ 43.80618	2.0%	\$ 44.68230
MANAGEMENT																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 26.62463	3.75%	\$ 27.62305	3.5%	\$ 28.58986	3.25%	\$ 29.51903	3.0%	\$ 30.40460	3.00%	\$ 31.31674	3.0%	\$ 32.25624	3.0%	\$ 33.22393	2.5%	\$ 34.05453	2.5%	\$ 34.90589	2.25%	\$ 35.69127	2.0%	\$ 36.40510
MGMT3	\$ 29.35632	3.75%	\$ 30.45718	3.5%	\$ 31.52318	3.25%	\$ 32.54768	3.0%	\$ 33.52411	3.00%	\$ 34.52984	3.0%	\$ 35.56573	3.0%	\$ 36.63270	2.5%	\$ 37.54852	2.5%	\$ 38.48724	2.25%	\$ 39.35320	2.0%	\$ 40.14026
MGMT4	\$ 32.36828	3.75%	\$ 33.58209	3.5%	\$ 34.75746	3.25%	\$ 35.88708	3.0%	\$ 36.96369	3.00%	\$ 38.07260	3.0%	\$ 39.21478	3.0%	\$ 40.39122	2.5%	\$ 41.40100	2.5%	\$ 42.43603	2.25%	\$ 43.39084	2.0%	\$ 44.25865
MGMT5	\$ 36.51789	3.75%	\$ 37.88731	3.5%	\$ 39.21336	3.25%	\$ 40.48780	3.0%	\$ 41.70243	3.00%	\$ 42.95351	3.0%	\$ 44.24211	3.0%	\$ 45.56937	2.5%	\$ 46.70861	2.5%	\$ 47.87632	2.25%	\$ 48.95354	2.0%	\$ 49.93261
MGMT6	\$ 40.26462	3.75%	\$ 41.77455	3.5%	\$ 43.23666	3.25%	\$ 44.64185	3.0%	\$ 45.98110	3.00%	\$ 47.36054	3.0%	\$ 48.78135	3.0%	\$ 50.24479	2.5%	\$ 51.50091	2.5%	\$ 52.78843	2.25%	\$ 53.97617	2.0%	\$ 55.05570
MGMT7	\$ 44.39577	3.75%	\$ 46.06062	3.5%	\$ 47.67274	3.25%	\$ 49.22210	3.0%	\$ 50.69876	3.00%	\$ 52.21973	3.0%	\$ 53.78632	3.0%	\$ 55.39991	2.5%	\$ 56.78491	2.5%	\$ 58.20453	2.25%	\$ 59.51413	2.0%	\$ 60.70441
MGMT8	\$ 48.95078	3.75%	\$ 50.78643	3.5%	\$ 52.56396	3.25%	\$ 54.27229	3.0%	\$ 55.90046	3.00%	\$ 57.57747	3.0%	\$ 59.30479	3.0%	\$ 61.08394	2.5%	\$ 62.61104	2.5%	\$ 64.17631	2.25%	\$ 65.62028	2.0%	\$ 66.93269
MGMT9	\$ 52.74447	3.75%	\$ 54.72238	3.5%	\$ 56.63767	3.25%	\$ 58.47839	3.0%	\$ 60.23274	3.00%	\$ 62.03972	3.0%	\$ 63.90092	3.0%	\$ 65.81794	2.5%	\$ 67.46339	2.5%	\$ 69.14998	2.25%	\$ 70.70585	2.0%	\$ 72.11997
MGMT10	\$ 58.15605	3.75%	\$ 60.33690	3.5%	\$ 62.44869	3.25%	\$ 64.47827	3.0%	\$ 66.41262	3.00%	\$ 68.40500	3.0%	\$ 70.45715	3.0%	\$ 72.57086	2.5%	\$ 74.38514	2.5%	\$ 76.24476	2.25%	\$ 77.96027	2.0%	\$ 79.51948
MGMT11	\$ 61.64541	3.75%	\$ 63.95711	3.5%	\$ 66.19561	3.25%	\$ 68.34697	3.0%	\$ 70.39738	3.00%	\$ 72.50930	3.0%	\$ 74.68458	3.0%	\$ 76.92512	2.5%	\$ 78.84824	2.5%	\$ 80.81945	2.25%	\$ 82.63789	2.0%	\$ 84.29065
MGMT12	\$ 65.34414	3.75%	\$ 67.79454	3.5%	\$ 70.16735	3.25%	\$ 72.44779	3.0%	\$ 74.62122	3.00%	\$ 76.85986	3.0%	\$ 79.16565	3.0%	\$ 81.54062	2.5%	\$ 83.57914	2.5%	\$ 85.66862	2.25%	\$ 87.59616	2.0%	\$ 89.34808
MGMT13	\$ 68.61134	3.75%	\$ 71.18427	3.5%	\$ 73.67572	3.25%	\$ 76.07018	3.0%	\$ 78.35228	3.00%	\$ 80.70285	3.0%	\$ 83.12394	3.0%	\$ 85.61765	2.5%	\$ 87.75810	2.5%	\$ 89.95205	2.25%	\$ 91.97597	2.0%	\$ 93.81549
POLICE SWORN																							
	1		2		3		4		5		6												
PD1	\$ 37.92786	7.00%	\$ 40.59096	7.0%	\$ 43.44105	7.00%	\$ 46.48193	7.0%	\$ 49.73566	2.41%	\$ 50.93555												
PDM	\$ 53.22765																						
PD2	\$ 58.23637	3.00%	\$ 59.98346	3.0%	\$ 61.78296	2.25%	\$ 63.17308																
PD3	\$ 70.75385	2.25%	\$ 72.34581																				
PD4	\$ 76.68656	2.25%	\$ 78.41201																				
PD5	\$ 86.58254	2.25%	\$ 88.53064																				
PR1	\$ 32.12067																						
PR2	\$ 33.72644																						

HOURLY- ALL JOB FAMILIES																							
PROFESSIONAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 24.70544	3.75%	\$ 25.63189	3.5%	\$ 26.52901	3.25%	\$ 27.39120	3.0%	\$ 28.21294	3.00%	\$ 29.05932	3.0%	\$ 29.93110	3.0%	\$ 30.82904	2.5%	\$ 31.59976	2.5%	\$ 32.38976	2.25%	\$ 33.11853	2.0%	\$ 33.78090
PROF4	\$ 27.29951	3.75%	\$ 28.32324	3.5%	\$ 29.31455	3.25%	\$ 30.26728	3.0%	\$ 31.17529	3.00%	\$ 32.11055	3.0%	\$ 33.07387	3.0%	\$ 34.06609	2.5%	\$ 34.91774	2.5%	\$ 35.79068	2.25%	\$ 36.59597	2.0%	\$ 37.32789
PROF5	\$ 30.16596	3.75%	\$ 31.29718	3.5%	\$ 32.39258	3.25%	\$ 33.44534	3.0%	\$ 34.44870	3.00%	\$ 35.48216	3.0%	\$ 36.54663	3.0%	\$ 37.64302	2.5%	\$ 38.58410	2.5%	\$ 39.54870	2.25%	\$ 40.43855	2.0%	\$ 41.24732
PROF6	\$ 33.33338	3.75%	\$ 34.58338	3.5%	\$ 35.79380	3.25%	\$ 36.95710	3.0%	\$ 38.06581	3.00%	\$ 39.20779	3.0%	\$ 40.38402	3.0%	\$ 41.59554	2.5%	\$ 42.63543	2.5%	\$ 43.70132	2.25%	\$ 44.68460	2.0%	\$ 45.57829
PROF7	\$ 36.83339	3.75%	\$ 38.21464	3.5%	\$ 39.55215	3.25%	\$ 40.83760	3.0%	\$ 42.06272	3.00%	\$ 43.32461	3.0%	\$ 44.62434	3.0%	\$ 45.96307	2.5%	\$ 47.11215	2.5%	\$ 48.28995	2.25%	\$ 49.37648	2.0%	\$ 50.36401
PROF8	\$ 40.70089	3.75%	\$ 42.22718	3.5%	\$ 43.70513	3.25%	\$ 45.12554	3.0%	\$ 46.47931	3.00%	\$ 47.87369	3.0%	\$ 49.30990	3.0%	\$ 50.78920	2.5%	\$ 52.05893	2.5%	\$ 53.36040	2.25%	\$ 54.56101	2.0%	\$ 55.65223
PROF9	\$ 44.97449	3.75%	\$ 46.66103	3.5%	\$ 48.29417	3.25%	\$ 49.86373	3.0%	\$ 51.35964	3.00%	\$ 52.90043	3.0%	\$ 54.48744	3.0%	\$ 56.12206	2.5%	\$ 57.52511	2.5%	\$ 58.96324	2.25%	\$ 60.28992	2.0%	\$ 61.49571
PROF10	\$ 49.69681	3.75%	\$ 51.56044	3.5%	\$ 53.36505	3.25%	\$ 55.09942	3.0%	\$ 56.75240	3.00%	\$ 58.45497	3.0%	\$ 60.20862	3.0%	\$ 62.01488	2.5%	\$ 63.56525	2.5%	\$ 65.15438	2.25%	\$ 66.62036	2.0%	\$ 67.95276
PROF11	\$ 54.91497	3.75%	\$ 56.97428	3.5%	\$ 58.96838	3.25%	\$ 60.88486	3.0%	\$ 62.71140	3.00%	\$ 64.59274	3.0%	\$ 66.53053	3.0%	\$ 68.52644	2.5%	\$ 70.23960	2.5%	\$ 71.99559	2.25%	\$ 73.61549	2.0%	\$ 75.08780
TECHNICAL AND BUSINESS SUPPORT																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 15.87600	3.75%	\$ 16.47135	3.5%	\$ 17.04785	3.25%	\$ 17.60190	3.0%	\$ 18.12996	3.00%	\$ 18.67386	3.0%	\$ 19.23407	3.0%	\$ 19.81110	2.5%	\$ 20.30637	2.5%	\$ 20.81403	2.25%	\$ 21.28235	2.0%	\$ 21.70800
TBS2	\$ 17.48741	3.75%	\$ 18.14319	3.5%	\$ 18.77820	3.25%	\$ 19.38849	3.0%	\$ 19.97015	3.00%	\$ 20.56925	3.0%	\$ 21.18633	3.0%	\$ 21.82192	2.5%	\$ 22.36747	2.5%	\$ 22.92666	2.25%	\$ 23.44251	2.0%	\$ 23.91136
TBS3	\$ 19.26239	3.75%	\$ 19.98473	3.5%	\$ 20.68419	3.25%	\$ 21.35643	3.0%	\$ 21.99712	3.00%	\$ 22.65703	3.0%	\$ 23.33674	3.0%	\$ 24.03685	2.5%	\$ 24.63777	2.5%	\$ 25.25371	2.25%	\$ 25.82192	2.0%	\$ 26.33836
TBS4	\$ 21.21752	3.75%	\$ 22.01318	3.5%	\$ 22.78364	3.25%	\$ 23.52410	3.0%	\$ 24.22983	3.00%	\$ 24.95672	3.0%	\$ 25.70542	3.0%	\$ 26.47659	2.5%	\$ 27.13850	2.5%	\$ 27.81696	2.25%	\$ 28.44285	2.0%	\$ 29.01170
TBS5	\$ 23.37110	3.75%	\$ 24.24751	3.5%	\$ 25.09618	3.25%	\$ 25.91180	3.0%	\$ 26.68916	3.00%	\$ 27.48983	3.0%	\$ 28.31452	3.0%	\$ 29.16396	2.5%	\$ 29.89306	2.5%	\$ 30.64039	2.25%	\$ 31.32979	2.0%	\$ 31.95639
TBS6	\$ 25.74326	3.75%	\$ 26.70863	3.5%	\$ 27.64344	3.25%	\$ 28.54185	3.0%	\$ 29.39810	3.00%	\$ 30.28005	3.0%	\$ 31.18845	3.0%	\$ 32.12410	2.5%	\$ 32.92720	2.5%	\$ 33.75039	2.25%	\$ 34.50977	2.0%	\$ 35.19996
TBS7	\$ 28.35620	3.75%	\$ 29.41956	3.5%	\$ 30.44925	3.25%	\$ 31.43885	3.0%	\$ 32.38201	3.00%	\$ 33.35347	3.0%	\$ 34.35408	3.0%	\$ 35.38470	2.5%	\$ 36.26932	2.5%	\$ 37.17605	2.25%	\$ 38.01251	2.0%	\$ 38.77276
TBS8	\$ 31.23436	3.75%	\$ 32.40565	3.5%	\$ 33.53984	3.25%	\$ 34.62989	3.0%	\$ 35.66879	3.00%	\$ 36.73885	3.0%	\$ 37.84102	3.0%	\$ 38.97625	2.5%	\$ 39.95065	2.5%	\$ 40.94942	2.25%	\$ 41.87078	2.0%	\$ 42.70820
TBS9	\$ 34.40465	3.75%	\$ 35.69482	3.5%	\$ 36.94414	3.25%	\$ 38.14482	3.0%	\$ 39.28917	3.00%	\$ 40.46784	3.0%	\$ 41.68188	3.0%	\$ 42.93233	2.5%	\$ 44.00564	2.5%	\$ 45.10578	2.25%	\$ 46.12066	2.0%	\$ 47.04308
TBS10	\$ 37.89672	3.75%	\$ 39.31784	3.5%	\$ 40.69397	3.25%	\$ 42.01652	3.0%	\$ 43.27702	3.00%	\$ 44.57533	3.0%	\$ 45.91259	3.0%	\$ 47.28997	2.5%	\$ 48.47222	2.5%	\$ 49.68402	2.25%	\$ 50.80191	2.0%	\$ 51.81795



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: October 17, 2022

SUBJECT: Council Committee Reports

Report in Brief

City Council members are appointed to various committees and boards as set out on the attached listing. As meetings are held, individual council members will report back to the full City Council any relevant discussions and issues that occurred.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

Council Member	Committee
Marc Williams	Arvada Municipal Court/Judicial Committee Arvada City Attorney Committee 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
Bob Fifer	Adams County Regional Economic Partnership (ACREP) Apex Coordinating Committee Arvada City Attorney Committee Arvada Transportation Committee Denver Regional Council of Governments (Alternate) Jefferson County R-1 Schools Coordinating Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Smart City Advisory Committee
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 Regional Economic Partnership (ACREP) (alternate) Apex Coordinating Committee Arvada Economic Development Association Board Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee Arvada Visitors Center Committee (alternate) CML Policy Committee Olde Town Business Improvement (BID) District Rocky Mountain Metropolitan Airport Community Noise Roundtable
Randy Moorman	Arvada Audit Committee Arvada Sustainability Advisory Committee CML Policy Committee Rocky Flats Stewardship Council
Lauren Simpson	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee Olde Town Business Improvement (BID) District (alternate)
Lisa Smith	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments Jefferson County Community Corrections Board (alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate) Smart City Advisory Committee

*Asterisked committees are not appointed by Council

City Clerk Team Drive: Council appointed committees



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 17, 2022

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager, Mark Deven, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney	9/26/2022
Don Wick, Director of Public Works	10/3/2022
Linda Haley, Deputy City Manager	10/4/2022
Lorie Gillis, Deputy City Manager	10/4/2022

Enclosure, exhibits & attachments required to support the report

2022/2023 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Micromobility (e-bike/eScooter) Pilot Project Update The Arvada Public Works Department will present the results of Arvada's pilot micromobility project to the City Council and share staff recommendations for Council's feedback.	Nov 14	PW
Neighborhood Engagement and Marketing Updates	Nov 14	CMO
Olde Town Strategic Reinvestment Plan Update	Nov 14	CED
Streets Maintenance 10-year Plan	Nov 28	PW
Infrastructure Master Plan Strategic Result Update	Dec 12	PW/Utilities
STUDY SESSIONS		
Sustainability	TBD	
Homeless	TBD	
Workshop TBD's		
Total Rewards Philosophy and Strategy Update	TBD	HR
Athletic Field Programming	TBD-2023	VCN
Regional Homelessness	TBD	CMO
Fleet Electrification	TBD	Utilities
Council Retreat Update	TBD	CMO
Pre-Sentencing/One Small Step	TBD	Courts
Pocket Neighborhoods	TBD	CED
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 co-locate 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.
Activation of Historical Assets	TBD	VCN
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO

APAC	TBD	VCN
Golf Course	TBD	VCN
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		