



City of Arvada

City Council Agenda

JANUARY 23, 2023
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, Director of Communications & Engagement
Kristen Rush, City Clerk

Info: 720-898-7550

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

Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Gun Legislation

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS

6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Marriott
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. January 9, 2023 City Council Meeting
5. Recognitions and Communications - None
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R23-010, A Resolution Adopting the City of Arvada's 2023 Legislative Agenda

2. R23-011, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Insituform Technologies, LLC, for the 2022 Trenchless Sewer Main Replacement Project, in an Amount not to Exceed \$1,261,241.00, Project No. 22-SR-02

B. Resolutions

1. R23-012, A Resolution Authorizing an Employment Agreement Between the City of Arvada and AnnMarie Spain Appointing Her as a Municipal Court Relief Judge
 - A. 2023-3288 Swearing-in of AnnMarie Spain
2. R23-013, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge
 - A. 2023-3289 Swearing-in of Barbara S. Henk

C. Ordinances (First Reading)

1. CB23-002, An Ordinance Annexing Certain Land into the City of Arvada, Colorado, Sabell Filing 3, a Parcel of Land Located West of Urban Street and South of West 58TH Avenue in the County of Jefferson and State of Colorado (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)
2. CB23-003, An Ordinance Rezoning Certain Land Within the City of Arvada, Sabell Filing 3, from Jefferson County A-2 (Agricultural) to City of Arvada PUD (Planned Development), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land West of Urban Street and South of West 58th Avenue (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)
3. CB23-004, An Ordinance Rezoning Certain Land Within the City of Arvada, Ralston Gardens, from RN-7.5 (Residential Neighborhood 7,500) to MX-N (Mixed-Use Neighborhood), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land Located at the Southeast Corner of Ralston Road and Garrison Street, Formerly Known as 5790 Garrison Street (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)

9. Other

10. Public Hearings - 6:15 PM

- A. CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts (Ordinance No. 4834)

11. Workshops

- A. DEI Consultant Presentation - Assessment of City Services

12. Public Comment - Five Minute Limit

13. Reports from City Council

- A. Council Committee Reports

14. Reports from City Manager

- A. Review of Future Workshops and Presentations

15. Reports from City Attorney

16. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD JANUARY 9, 2023

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 Marriott, Councilmember Moorman, Councilmember Simpson and Councilmember Smith 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 John Marriott, Councilmember Randy Moorman, Councilmember Lauren Simpson, Councilmember Lisa Smith.

Also Present: Lorie Gillis, City Manager, Rachel Morris, City Attorney; 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, Director of Communications and Engagement and Kristen Rush, City Clerk.

4. Approval of Minutes – December 19, 2022 City Council Meeting

The minutes stand approved.

5. Recognition and Communication –

A. Recognition of Link Strate - Presented by Mayor Williams

Mayor Williams read the proclamation and thanked Chief Strate for his service.

6. Presentations - none

7. Public Comment –

A. Sterling Boom, Arvada resident, addressed council regarding homelessness

B. Steve Howards, commercial property owner in Olde Town, addressed council regarding homelessness

8. New Business

A. Consent Agenda –

1. R23-001 A Resolution Designating a Public Place for the Posting of Notice of

- Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2023
2. R23-002 A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senergy Petroleum LLC for the Purchase of Fuel Used in City Vehicles and Equipment
 3. R23-003 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Municipal Court Relief Judge
 4. R23-004 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle as a Municipal Court Relief Judge
 5. R23-005 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Municipal Court Relief Judge
 6. R23-006 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Municipal Court Relief Judge
 7. R23-007 A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Vortex Services, LLC for the 81st and Kipling Sanitary Sewer Improvements Project, in an Amount Not to Exceed \$1,618,933.00, Project No. 22-SR-10
 8. R23-008 A Resolution Authorizing a Consulting Contract Agreement by and between the City of Arvada and CDMSmith, Inc. for the Preliminary Design of the North Trunk Line Interceptor, in an Amount Not to Exceed \$941,667, Project No. 22-SR-12

Councilmember Marriott moved that R23-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for all Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2023; R23-002, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of \$950,000.00 to Senergy Petroleum LLC for the Purchase of Fuel Used in City Vehicles and Equipment; R23-003, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Christopher K. Daly as a Municipal Court Relief Judge; R23-004, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles W. Tingle as a Municipal Court Relief Judge; R23-005, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michael S. Matassa as a Municipal Court Relief Judge; R23-006, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ralph C. Turano as a Municipal Court Relief Judge; R23-007, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Vortex Services, LLC for the 81st and Kipling Sanitary Sewer Improvements Project, in an Amount Not to Exceed \$1,618,933.00, Project No. 22-SR-10; R23-008, A Resolution Authorizing a Consulting Contract Agreement by and between the City of Arvada and CDMSmith, Inc. for the Preliminary Design of the North Trunk Line Interceptor, in an Amount Not to Exceed \$941,667, Project No. 22-SR-12, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson, Smith
The Motion was Approved

B. Resolutions –

1. R23-009 A Resolution Authorizing the City to Join an Intergovernmental Agreement Among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; The City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial

Districts Of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and The State Of Colorado to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force

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

Councilmember Moorman moved that R23-009, A Resolution Authorizing the City to Join an Intergovernmental Agreement Among the Colorado Cities of Aurora, Englewood, Lakewood and Wheat Ridge; The City and County of Denver; the Offices of the District Attorneys for the First and Second Judicial Districts Of Colorado; the Colorado Counties of Adams, Arapahoe and Jefferson; and The State Of Colorado to Establish a Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson, Smith
The Motion was Approved

C. Ordinances (First Reading) -

1. CB23-001 An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts (Public Hearing to be set for January 23, 2023 at 6:15 p.m.)

Mayor Pro Tem Jones moved that CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts, be approved on first reading, ordered published in full and a public hearing set for January 23, 2023 at 6:15 p.m.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson, Smith
The Motion was Approved

8. Other –

1. Appointments to the Rocky Flats Stewardship Council

Councilmember Simpson moved to Reappoint Randy Moorman as Director and Jacob Moyer as alternate.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson, Smith
The Motion was Approved

10. Public Hearings – none

12. Public Comment - Five Minute Limit –

13. City Council Reports – none

14. City Manager Reports –

Lorie Gillis, City Manager, reviewed the upcoming council meeting schedule with council.

15. City Attorney Reports – none

16. Executive Session

1. Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) Relating to Broomfield's Notice of Withdrawal from JPPHA
2. Legal Advice, Pursuant to CRS 24-6-402(4)(b), Relating to legal questions regarding the study session on homelessness.

Councilmember Marriott moved to go into executive session for Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) Relating to Broomfield's Notice of Withdrawal from JPPHA and legal advice Pursuant to CRS 24-6-402(4)(b), Relating to legal questions regarding the study session on homelessness.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Fifer, Marriott, Moorman, Simpson, Smith
The Motion was Approved

Council will adjourn following the executive session

16. Adjournment at 6:35 p.m.

Marc Williams, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 23, 2023

SUBJECT: Consent Agenda

Report in Brief

1. R23-010, A Resolution Adopting the City of Arvada's 2023 Legislative Agenda

2. R23-011, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Insituform Technologies, LLC, for the 2022 Trenchless Sewer Main Replacement Project, in an Amount not to Exceed \$1,261,241.00, Project No. 22-SR-02

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: January 23, 2023

SUBJECT: R23-010, A Resolution Adopting the City of Arvada's 2023 Legislative Agenda

Report in Brief

The 2023 proposed Legislative Agenda was presented to the City Council during the December 19, 2022 study session. The City Council provided comments regarding the final edits to the document and directed the City team to return on January 23, 2023, so that the Council may consider formal adoption of the 2023 Legislative Agenda.

The Arvada team recommends that City Council approve R23-010, A Resolution Adopting the City of Arvada's 2023 Legislative Agenda.

Financial Impact

There is no financial impact associated with the recommended action. Legislative advocacy that may occur as a result of the 2023 Legislative Agenda will be conducted by the City team in collaboration with partners such as the Colorado Municipal League.

Background

The City of Arvada's Legislative Agenda includes positions taken by the City Council that relate to the activities of the General Assembly. It is generally understood that the positions stated within the Agenda are broad enough to allow actions on any legislation introduced during the session that has a similar effect. Throughout the legislative session, items may be added and deleted from the Agenda based on Council positions. The duration of the Legislative Agenda is one year, which corresponds to the length of time the General Assembly is in session. Each position is reviewed yearly to keep the Agenda updated and current, so the legislative program is ongoing and evolving. Generally, the Legislative Agenda includes items that directly or substantially impact the operation of city government.

The Agenda has several main themes throughout:

- Maintain local control and home rule - Decisions impacting Arvadans are best undertaken by the government that is the closest level to the electorate, the Arvada City Council.
- No mandates - Federal and State mandates, especially unfunded, should not be imposed on local governments.
- Preservation of current authority - The current authority and powers of municipal government in areas such as land use and zoning, and sales tax, should not be further eroded.
- Local problems need local solutions - Statewide solutions to local issues often have unintended consequences on municipalities and should be avoided.
- Enhancing public safety - The City supports efforts to provide public safety officials with the tools they need to safeguard citizens. The City supports legislative initiatives that enhance peace officer recruiting and retention efforts, and initiatives that hold those who engage in criminal behavior accountable and are in the best interests of public safety.

Based on discussion during the December 19, 2022 study session, the Legislative Agenda document dated January 3, 2023 incorporated the City Council's edits. That document is included within this packet for the City Council's approval.

Discussion

Adoption of the resolution will establish the Arvada City Council's legislative priorities. These priorities will guide the Arvada team's review of legislation proposed within both houses of the General Assembly. The legislative agenda will also serve as a resource for Council Members Marriott and Moorman as they review legislative priorities as members of the Colorado Municipal League Policy Committee. Finally, the Legislative Agenda will be transmitted to members of the General Assembly that represent Arvada so that they understand the City Council's priorities and will consider those priorities in the course of acting on legislation.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Adoption of the 2023 Legislative Agenda aligns to the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-010, A Resolution Adopting the City of Arvada's 2023 Legislative Agenda.

Suggested Motion:

I move that R23-010, A Resolution Adopting the City of Arvada's 2023 Legislative Agenda, be (approved) (rejected).

Prepared by:

Toni Riebschlager, Law Office Administrator

Reviewed by:

Approved by:

Nora Steenson, Deputy City Attorney 1/4/2023

Rachel Morris, City Attorney 1/9/2023

Don Wick, Deputy City Manager 1/9/2023

Linda Haley, Deputy City Manager 1/9/2023

Lorie Gillis, City Manager 1/10/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-010

A RESOLUTION ADOPTING THE CITY OF ARVADA'S 2023
LEGISLATIVE AGENDA

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

WHEREAS, the City Council of the City of Arvada has reviewed the proposed 2023 Legislative Agenda and wishes to formally adopt the Agenda at this time.

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

Section 1. The City of Arvada 2023 Legislative Agenda, which is in substantially the same form as that attached hereto, is hereby adopted.

Section 2. The City Manager shall monitor how the 2023 Legislative Agenda is affected by proposed or adopted legislation by Congress or the Colorado General Assembly and report to the City Council those impacts from time to time.

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

APPROVED AND ADOPTED this 23rd day of January, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

City of Arvada

2023 Legislative Agenda

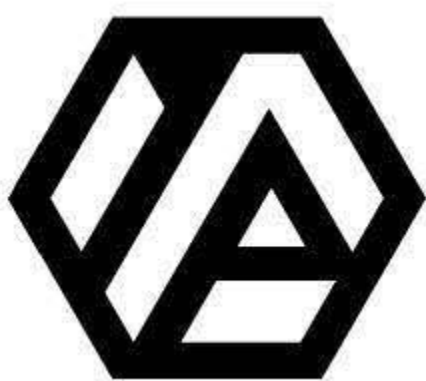
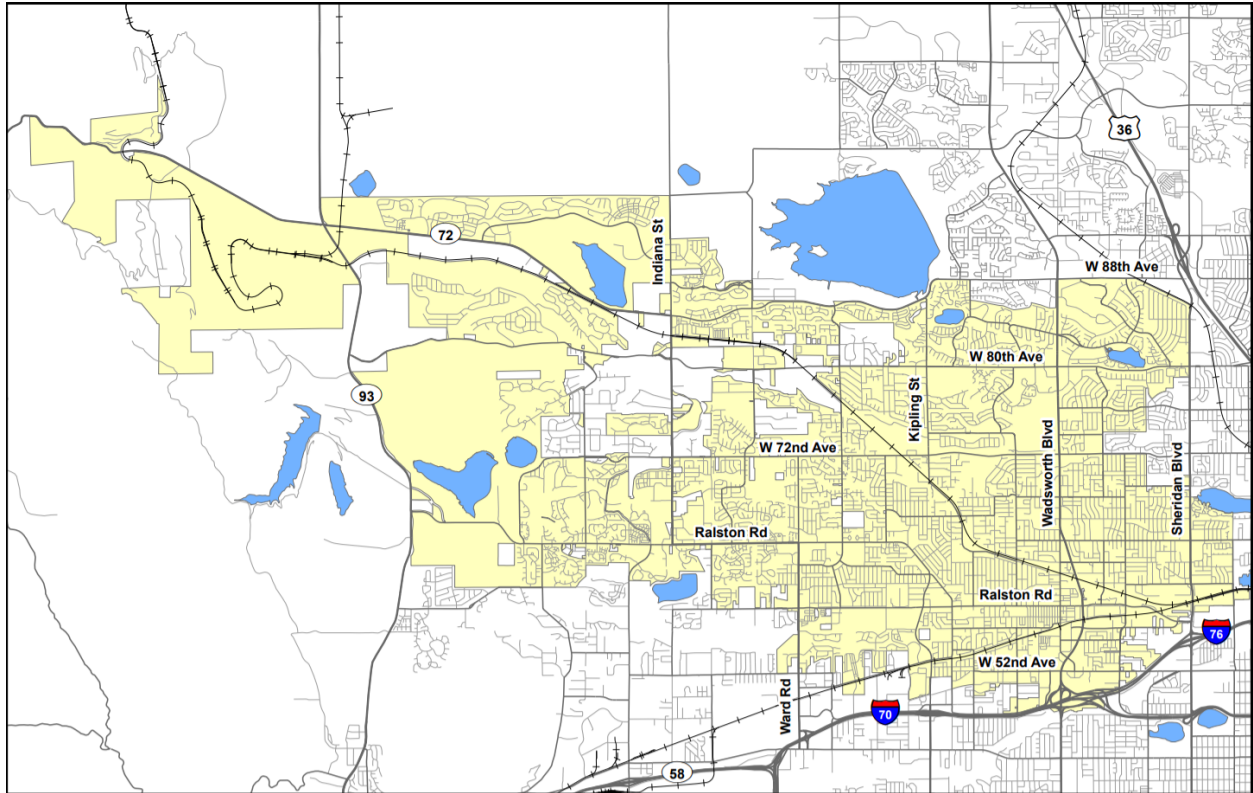


Table of Contents

INTRODUCTION	3
Purpose	3
Synopsis	3
City Council Strategic Priorities & Work Systems	4
Major Efforts and Initiatives	5
COMMUNITY AND ECONOMIC DEVELOPMENT	8
Annexation	8
Building Inspectors	8
Comprehensive Plans	9
Construction Defect Laws	9
Eminent Domain	10
Enterprise Zones	10
Regional Planning & DRCOG	11
Tax Increment Financing (TIF)	11
Affordable Housing	12
Housing Trust Fund	12
INFRASTRUCTURE	14
Broadband	14
Federal Infrastructure Funding	14
Right-of-Way Control Access and Construction	15
Transit and Regional Multimodal Transportation	16
Transportation Funding	16
Video Franchising	17
Water Rights Protection	17
ORGANIZATIONAL AND SERVICE EFFECTIVENESS	18
Accessibility of Digital Assets	18
Collective Bargaining	19
Governmental Immunity Act	20
Medical Costs	20
Municipal Liability	21
Paid Family Leave	21
Taxation and Fee Authority	22
SAFE COMMUNITY	23

	2
Inter-Jurisdictional Emergency Services	23
Municipal Courts	23
Police Reform	24
Seizures	25
VIBRANT COMMUNITY AND NEIGHBORHOODS	26
Colorado Creative Industries	26
Homelessness	27
Rocky Flats Wildlife Refuge	27
Sustainability	28
COMMUNITY PROFILE	29
ARVADA AT A GLANCE	29
CITY OF ARVADA COUNCIL MEMBERS	30
CITY OF ARVADA LEADERSHIP TEAM	31
STATE LEGISLATORS REPRESENTING ARVADA	32

INTRODUCTION

Purpose

The City of Arvada Legislative Agenda is a document that serves as the City's official positions concerning proposed legislation by the Colorado General Assembly. It is used both internally among elected officials and team members to develop awareness and consensus on the City's stances, as well as externally to Colorado state legislators who represent the City of Arvada to ensure that the City's perspective is considered during the legislative session.

This document covers a broad range of prospective and expected legislative items. It offers a clear position of the City for each item, a brief description of the issue, main talking points, and concludes with a recommendation. Certain positions are labeled "Key Issues." These cover those topics named by our partners in the Colorado Municipal League (CML) as those items that are most likely to be brought forward that will have a major impact on municipal services and operations.

As a final note, this document is designed to be used primarily before the Legislative Session starts in order to be proactive in the City's positions. Conversations about legislative priorities during the session are best served with direct communication between Colorado representatives, their staff, and City of Arvada elected officials and team members.

Synopsis

The City of Arvada, like other Colorado municipalities, is navigating the current challenges gripping the country such as the ongoing COVID-19 pandemic, public unrest, turnover due to retirements and the Great Resignation, as well as state issues such as affordable housing and sustainability. The City of Arvada continues to deal with the tragedy of losing three of its employees, Officer Gordon Beesley, Parks Maintenance Worker Joe Herrin and Officer Dillon Vakoff. With strong leadership and dedicated professionals, the City is addressing these immediate demands, while continuing to follow its Vision Statement to "Dream Big and Deliver" by researching, collaborating, and taking action to address future needs. The City remains results driven and customer focused.

Though the City of Arvada is confident in its ability to serve its residents and be a collaborative partner with the State of Colorado and other regional jurisdictions, there is the need for communication, support, and awareness by the Colorado General Assembly in order to ensure that legislation supports good local governance and does not add another layer of challenges. We believe that this is attainable through good faith efforts to include municipalities in the issues that

affect them. Police should be involved in law enforcement legislation, human resource experts should be involved in employment legislation, and so on.

The City of Arvada strives to be an exceptional model for other municipalities to follow, an effort that is not a destination, but an ongoing journey of improvement. Part of this is the City Council's strong tradition to work cooperatively with State Legislators representing the City. Our elected officials, our team, and our residents are always open to discuss state policy and to provide the best feedback and support we can to Colorado's future.

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

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

City Council Strategic Priorities & Work Systems

In 2018 the City of Arvada changed its operational model to align with City Council Priorities. The City is organized into five work systems to better share resources among those departments with overlapping responsibilities, as well as empower teams to work together, work smarter, and develop long-term solutions for success. This aligns with the City value of innovation, to be creative, flexible, and use best practices. Following is a summary of the City Council Strategic Priorities and Work Systems:

- **Community and Economic Development:** Arvada's future prosperity, beautification, and quality of life will be significantly influenced by the City's ability to ensure that development meets safety requirements, promotes climate-friendly policies, design values and standards, infrastructure needs, and supports the local economy to implement the community's vision.

- **Infrastructure:** The community depends on a well-maintained foundation of streets and sidewalks and water, wastewater and stormwater facilities. Planned and steady population growth requires proper maintenance of existing infrastructure and additional capacity to support a thriving community.
- **Organizational and Service Effectiveness:** The community depends on a well-managed, fiscally-responsible and transparent City government to guide the organization in a manner that enhances quality of life. Performance-based management practices, sustainable levels of resource use, efficient use of technology, a high-performing workforce, and legal and ethical compliance will ensure the long-term credibility and effectiveness of the City government.
- **Safe Community:** Community-based policing, connected neighbors, engaged local businesses, supportive community institutions, natural disaster mitigation and response, and a fair and impartial justice system ensure Arvada is a safe place to live, work, play, and stay.
- **Vibrant Community and Neighborhoods:** A vibrant community is engaged in civic life, the arts, and the outdoors. It comprises individuals and groups who are dedicated to their community, get involved with neighborhood associations, and participate with local government to ensure responsiveness to changing needs, resulting in Arvada being the preferred place to live, work, play, and stay

This Legislative Agenda is organized by work system in alignment with the above stated City Council Priorities.

Major Efforts and Initiatives

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

- **Affordable Housing:** The City will identify affordable housing strategies as a part of an overall housing strategic plan being developed in 2023. The plan will include barriers to building and retaining affordable housing and may suggest solutions at a statewide level.
- **Body Worn Cameras (BWC):** Due to the state's mandate, the City of Arvada is taking proactive steps across multiple departments starting in 2022 to be prepared for full implementation by the 2023 deadline.
- **Capital Improvement Projects:** Arvada is tackling several important improvements to roads, bridges, and utility services, and strategizing funding mechanisms to meet current and new demands such as improvements to the arterial streets Ralston Road and 72nd Ave.

- **Community Engagement and Customer Service:** The City looks for new and improved ways to reach out to community members across several platforms. This includes the Speak Up Arvada, Ask Arvada, and our Neighbors Connected program.
- **Diversity, Equity, and Inclusion:** The City is engaging in operational and strategic efforts to explore how we can meet the service needs of all people living, working, and traveling through Arvada. This includes a third party review of internal processes, procedures and policies and will involve engagement with stakeholders to ensure our services are assessed with a DEI lens.
- **Employment:** From Pay Equity, to update and development of a Total Rewards Model, Arvada is committed to maintain its position as a Top Workplace during changing times.
- **Homelessness (Regional Solutions):** Arvada is an active partner/leader in looking at homelessness and housing solutions for the western Denver metro area.
- **IT Security:** Arvada is taking proactive measures in light of increasing risks in cybersecurity threats. This included a mandatory cybersecurity training by all staff by the end of 2021.
- **Olde Town Arvada:** In support of local business recovery in Olde Town Arvada, the City has invested in infrastructure improvements including the closure of streets. The City has embarked on a five-year study on the effects of making parts of Olde Town pedestrian-only.
- **Resiliency:** Arvada is engaged in numerous resiliency efforts from strategic planning, to water resource management, to COVID-19 protocols.
- **Sustainability:** From City-led residential waste and recycling collection services, partnering with Xcel Energy, and energy efficiency in public buildings, Arvada is taking steps to be a more sustainable city.
- **Smart Water Meters:** The City is engaged in a multi-year effort to provide smart meters to all City of Arvada water utility users.

COMMUNITY AND ECONOMIC DEVELOPMENT



Annexation

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

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

- **Some properties do not have access to utilities and other services without annexation.**
- **Annexation allows municipalities to grow in a way that offers financial stability to communities, which in turn helps with maintaining public services.**

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

Building Inspectors

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

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

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

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

Comprehensive Plans

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

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

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

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

Construction Defect Laws

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

Construction defect laws are designed to provide homeowners rights in lawsuits, and serve an

important purpose. At a time when affordable housing is at a critical point, excessive construction defect laws create an undue burden on developers and prevent much needed affordable housing options across different income levels.

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

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

Eminent Domain

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

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

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

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

Enterprise Zones

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

The Colorado Enterprise Zone (EZ) is a State Tax Credit program intended to support businesses in qualifying locations. The program provides State income tax credits for businesses located within an EZ, and also serves as an incentive for growing and expanding companies to relocate into these areas. The program provides a business-friendly environment by allowing tax

incentives to for-profit companies and non-profit projects. A business residing in an EZ can claim credits against its Colorado State income tax liability for various qualified investments.

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

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

Regional Planning & DRCOG

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

Growth and development decisions made by one jurisdiction have an impact on neighboring communities. DRCOG's Metro Vision 2040 offers a framework for collaboration to address the challenge.

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

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

Tax Increment Financing (TIF)

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

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

- **1,785 new housing units have been created from our Urban Renewal Authority anticipated to generate \$17.5 million in annual taxable spending.**
- **\$125 million in infrastructure and public improvements have been invested into the City such as roads, sidewalks, storm-water, and environmental mitigation, and another \$14 million into parks and community projects.**
- **The City of Arvada is considering TIF as one potential means to address long-term**

infrastructure needs, to be proactive in tackling the challenges many Colorado communities are facing in dealing with aging infrastructure and a growing population.

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

Affordable Housing

(Key Issue)

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

The Colorado Municipal League has named affordable housing as its main focus over the next year. Housing costs are reaching critical levels in the Denver metro and beyond. This is not an issue that any one jurisdiction can tackle alone. This is also not an issue for one socioeconomic class as housing affordability affects residents of multiple income levels looking for a starter home, a place to raise a family, somewhere to retire to, etc.

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

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

Housing Trust Fund

The City of Arvada SUPPORTS the creation of a statewide housing trust fund.

The City of Arvada, like much of the state, is feeling the effects of rising housing costs with little relief. One potential, specific tool to assist with the greater challenge is a statewide housing trust fund to allocate state resources to remedy the problem.

- **It creates a dedicated funding stream.**
- **It shows commitment by the State to take a leadership role.**

Therefore, the City recommends the Colorado General Assembly pass legislation to implement and support a housing trust fund.

Homelessness

The City of Arvada SUPPORTS statewide resources and efforts to reduce, prevent, and mitigate homelessness.

Homelessness is on the rise in Colorado as well as across the country. Numerous moral, economic, and social problems are all interrelated to this complex issue concerning individuals with varying life circumstances, support, veteran-status, mental health-status, and more. The City of Arvada is taking steps to be proactive, including starting a process to build a Homeless Navigation Center with affordable housing units within the City in collaboration with neighboring municipalities and Jefferson County.

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

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

INFRASTRUCTURE



Broadband

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

Broadband is increasingly being accepted as a necessary utility in the 21st Century. The COVID-19 Pandemic has only highlighted the need for internet access for health, safety, and economic needs. The State has made some good strides, and there remains uncovered areas. For the City's part, it is dedicated to building out connectivity to all City facilities as well as the Fire District and School District.

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

Therefore, the City recommends the Colorado General Assembly continue to use public resources to build out broadband across the state including the Denver metro area.

Federal Infrastructure Funding

(Key Issue)

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

The upcoming funding from the Federal government on the massive infrastructure bill provides a once-in-a-generation opportunity to fix and maintain crucial infrastructure including roads, bridges, water, wastewater, stormwater, and other essential needs. Local governments are in the best position to know how to leverage this funding for their respective communities, to know what capital improvement projects will offer the most sustainable and effective use of these resources. The City will need funding both for the projects, and to help fund additional capacity for the City team to be effective.

- **Indiana Street improvement from W. 72nd to 92nd. This includes a UPRR railroad underpass**
- **Complete W. 72nd Avenue from Simms Street to approximately Beech Street**
- **Oberon Road corridor improvement project**
- **Ward Street North from 72nd to 86th**
- **North Trunk Sewer Improvements**
- **Water Treatment Expansion and Replacement of the AWTP**
- **Additional Water Storage Capacity**
- **Water Distribution System Resilience**
- **Increase Annual Water Line Replacement Program from 1% to 2%**
- **Annual Bridge Program for maintenance and repair**

Therefore, the City recommends the Colorado General Assembly allocate as much Federal infrastructure funding they can to local jurisdictions using current programs as opposed to developing new programs from scratch. The City also recommends to ensure that funding allows for increased capacity (staff, workspace) to take on additional capital projects and ensure the administrative costs to receiving funding are kept at a minimum.

Right-of-Way Control Access and Construction

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

Local governments are in the best position to manage public properties such as right-of-way, which have multiple users providing a number of different services such as cable, broadband, and electric, water, stormwater utilities, and more. As an extension, local governments are in a position to determine a reasonable value and compensation for use of these public properties.

- **Right-of-way restrictions for local governments would significantly increase the time it takes to design and engineer and eventually construct projects.**
- **Right-of-way restrictions for local governments impinge on a municipality's ability to maintain and protect roads, drainage, and other infrastructure which are already regularly damaged by service and utility providers.**

- **Some projects would likely never get built because of interest groups either opposing or seeking alternative options that are not feasible to build.**
- **Overall costs would increase.**

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

Transit and Regional Multimodal Transportation

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

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

- **The Denver metro area's population continues to sharply rise, exacerbating the need for more diverse and effective transportation options that extend beyond a single jurisdiction.**
- **Ridership increased prior to COVID for Arvada residents using the G line to get to work in downtown Denver and to get to the airport.**

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

Transportation Funding

The City of Arvada SUPPORTS increasing state and local funding options for transportation improvements.

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

- **The City's transportation infrastructure, particularly pavement and bridges, continues to age and needs consistent capital allocated for repairs, rehabilitation, and reconstruction.**
- **The City frequently relies upon State and Federal grants to complete moderately sized projects and is seeking expansion of these opportunities for cost sharing of the**

infrastructure that all our citizens utilize.

- **The 9th lowest gas tax in the nation, should prompt a ballot box initiative to increase gas tax, and if passed, would augment the Local (City/County) Pass Through funding.**

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

Video Franchising

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

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

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

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

Water Rights Protection

The City of Arvada SUPPORTS limiting participation of the State Engineer's Office as an opposer in water court cases.

The City of Arvada owns a valuable and diverse portfolio of water rights. In recent years, the State Engineer's Office has taken a more aggressive stance as an opposer in water court, and especially related to change cases. The City's water rights, along with many other municipalities and water districts, were significantly devalued as a result of the change in the State Engineer's Office policy on water court participation. Ahead of the 2023 legislative session, there are preliminary efforts to organize stakeholders to support changes to statute that would define the appropriate role of the State Engineer's Office in water court.

ORGANIZATIONAL AND SERVICE EFFECTIVENESS



Accessibility of Digital Assets

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

The City of Arvada strongly supports accessibility efforts. However, with the passage of HB21-1110, Arvada, like other municipalities, must comply with extremely burdensome (and unfunded) mandates related to making the City's digital assets accessible. As an example, the City maintains over 1 million separate digital assets. HB21-1110 mandates that all of these assets be accessible by July 1, 2024. Due to the sheer number of digital assets maintained by the City, it is impossible for the City to comply with this deadline. However, non-compliance is subject to harsh penalties. In addition, non-compliance may increase the possibility of litigation against the City. In light of the resources needed to staff compliance efforts, the potential penalties, and the risk of legal judgments against municipalities, this legislation poses grave fiscal dangers to local governments.

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

- Clarify the type of the digital assets that are subject to HB21-1110 compliance rules;
- Provide clear State compliance guidelines to assist municipalities in implementing HB21-1110;
- Allow for phased implementation of accessibility efforts;
- Apply compliance deadlines to digital assets as they are created, and allow municipalities to create and implement plans to make archived documents accessible over time (so as to avoid removal of archived digital assets from publicly available databases);
- Extend the July 1, 2024 accessibility compliance deadline to a more realistic date in the future; and
- Provide State monetary assistance to municipalities to fund compliance efforts.

Therefore, the City recommends that the Colorado General Assembly work to revise HB21-1110 to allow cities to create, fund, and implement robust accessibility efforts that allow for full accessibility compliance.

Collective Bargaining

(Key Issue)

The City of Arvada OPPOSES any mandates requiring collective bargaining for public entities.

The City of Arvada is already striving to be a competitive, great place to work as evident by being recognized as a “Top Workplace”. The City has policies in place for employee’s “right to work” as well as makes annual market rate adjustments. In recognition of the high turnover across all industries, and changing workforce dynamics, the City of Arvada is preparing a Total Rewards Model to proactively address employee needs.

Mandated collective bargaining compromises the City’s ability to establish a competitive workforce in the following ways:

- It would force HR team members to work reactively to state mandates as opposed to proactively to tailor compensation and benefits to current and future employee needs.
- It would add an additional burden and cost onto Legal team members to keep up with state mandates, and be part of reactive instead of proactive changes.
- It would lead to the unintentional consequence of not one, but multiple unions such as utilities, police, parks, etc. causing more organization fracturing.

- It would increase the difficulty to remove problem employees, including Police, which contradicts the state’s goal of greater accountability in law enforcement.
- It would erode home rule municipality authority and ability to make decisions regarding appropriate staffing, compensation, and priorities.

Therefore, the City recommends the Colorado General Assembly focus on employee rights in other areas beyond collective bargaining.

Governmental Immunity Act

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

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

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

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

Medical Costs

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

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

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

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

Municipal Liability

(Key Issue)

The City of Arvada OPPOSES any mandates that create unreasonable expectations in Municipal liability such as provisions in the defeated SB21-176.

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

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

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

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

Paid Family Leave

(Key Issue)

The City of Arvada SUPPORTS the Paid Family and Medical Leave Insurance Program comparable to FMLA.

The City of Arvada is already subjected to FMLA which provides up to 12 weeks unpaid family medical leave. The City is working to take proactive steps to remain competitive with paid leave, and has been able to successfully work with employees who need additional time off for any number of valid reasons. Paid Family Leave holds the potential to help increase benefits for employees across Colorado, and also holds the potential to create two competing systems.

- **Reducing the likelihood of employees taking both FMLA and the State of Colorado program can prevent confusion and misuse.**
- **Continuing to honor local government's ability to opt out will support and affirm the authority of home rule municipalities to address their own unique staffing needs and benefits.**
- **Finding additional ways to complement existing FMLA laws can prevent future confusion and issues in implementation.**

Therefore the City recommends the Colorado General Assembly work proactively to ensure the Paid Family and Medical Leave Insurance Program works as seamless as possible.

Taxation and Fee Authority

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

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

- **The SUTS proposal to eliminate local government business licenses risks local governments' ability to enforce local ordinances.**
- **Other changes eliminating or restricting revenue sources can result in losing funding for important services.**
- **Other changes eliminating or restricting taxation and fee authority creates loopholes for groups to avoid paying their due for local government services and infrastructure.**

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

SAFE COMMUNITY



Inter-Jurisdictional Emergency Services

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

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

- **Jurisdictions can share personnel, equipment, and resources.**

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

Municipal Courts

The City of Arvada SUPPORTS new legislation that overturns or mitigates regulatory burdens on municipal courts.

Municipal Courts serve a crucial function to ensure good governance and public safety in local jurisdictions. Over-regulation stretches Municipal Court resources, and undermines home-rule authority.

- **HB 16-1309 imposed an unfunded mandate on municipal courts by unnecessarily requiring an attorney to be provided at the first appearance before municipal court of any in-custody defendant charged with a jailable offense.**
- **HB 16-1311 restricted municipal courts' ability to issue bench warrants in certain cases where there are unmet financial obligations. This has limited municipal courts' ability to impose consequences for municipal ordinance violations.**

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

Police Reform

(Key Issue)

The City of Arvada OPPOSES Police Reform legislation that are unfunded mandates, that limit tools and techniques that help law enforcement, and reinforce political narratives that diminish the sacrifice and contributions of law enforcement.

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

SB 20-217 was passed in response to the murder of George Floyd. This legislation has undergone multiple revisions due to being passed without enough research and consultation with law enforcement. New proposed legislation suffers from similar gaps, and will have an adverse effect on communities.

- **The City of Arvada has and will continue to strive to be a model in law enforcement including being one of the few departments that requires a bachelor's degree, as well as having multiple community stations open to the public.**
- **Body-Worn Camera mandates have forced the City of Arvada to budget over \$14 million over the next ten years in order to purchase equipment, data storage, and fund seven new positions across several departments (Police, Court, Legal, IT). This takes away resources toward community-oriented policing efforts, offering competitive salaries, and preventing and solving crime in Colorado communities.**
- **Since May 2020, the City of Arvada Police Department has gone from being fully staffed to being short 30 sworn officer positions, many from those who are leaving the law enforcement profession.**
- **Total crime in Arvada has increased by 17% when compared to the average of the last three years. A large portion of the increase is due to the 19% increase in property crime. Property crime accounts for the majority of crime in Arvada.**
- **Many deescalation proposals are not practical or safe in real life situations.**

- **Limiting or banning Police from schools eliminates the freedom of those educational institutions and Police Departments that have strong relations, such as in Arvada, as well as decreases safety and increases response time for active shooter incidents.**
- **Not communicating proposed changes in law enforcement ahead of time erodes trust in Police Departments and deprives legislators of the context and nuance needed to avoid unintended consequences.**

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

Seizures

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

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

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

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

VIBRANT COMMUNITY AND NEIGHBORHOODS



Colorado Creative Industries

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

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

- **The Arvada Center is an important institution for the community that collaborates with CCI.**
- **Arvada is committed to making public art within walking distance for all residents, and is an ongoing effort.**

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

Rocky Flats Wildlife Refuge

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

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

- **Cleanup and testing has ensured the Rocky Flats Wildlife Refuge is suitable for open access.**
- **The Rocky Flats Stewardship Council, which is composed of local government representatives and other stakeholders, serves as an advisory group that can be consulted on any changes and improvements to Rocky Flats.**
- **The land also holds the Rocky Flats Cold War Museum, Inc. nonprofit cooperation. The museum educates the public about Rocky Flats, the Cold War, and their legacies through the preservation of key artifacts and development of educational programs.**

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

Sustainability

The City of Arvada SUPPORTS the State taking a leading role in creating a supportive regulatory environment for sustainable practices.

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

- **The State can create a favorable regulatory environment for the installation and use of renewable energy and the related energy production for residential, commercial, and local government users.**
- **The State can also develop a favorable regulatory environment for increased investment in energy conservation and the minimization of consumer electric bills.**
- **Colorado legislation and regulations can provide incentives for green building and sustainable design without imposing unfunded mandates.**

- **The State can support statewide and regional cooperation in drought response planning including water storage, as well as increasing conservation efforts.**

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

COMMUNITY PROFILE

Arvada was established with the first gold discovery in Colorado on June 22, 1850 by Lewis Ralston. The stream where this historic event took place was named Ralston Creek in his honor. Only twenty years later in 1870 legal notice was posted for this new community. Benjamin Wadsworth filed a town plat with his wife naming the town, Arvada, after her brother-in-law, Hiram Arvada Haskin. Arvada began as a town of 100 people and officially became a city in 1951. Since its incorporation in 1904 Arvada has grown to be a thriving community of approximately 124,402 residents, and is currently the seventh most populous city in the state..

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

Arvada is crisscrossed by a unique system of creeks and canals with more than 163 miles of hiking, biking and horse trails, and 87 parks consisting of 3,500 acres of recreational, lake, and open space properties. Three outstanding golf courses are located in Arvada and offer beautiful scenery and challenges for the novice to the professional. The park system is a true jewel of the community.

ARVADA AT A GLANCE	
Year Incorporated	1904
Square Miles	38.8
Population Estimate	124,402
Households	50,112
Median Income	\$102,551
Employment Rate	68.3%
Total Residential Units	51,112
Median Single-Family Home Price	\$485,267
Median Rent	\$1,443***

ESRI Forecasts 2022: Using 2010 and 2020 Census to geographic area ***ACS Housing Report:, ESRI: Estimates using 2015-2019 ACS Census data



CITY OF ARVADA COUNCIL MEMBERS

Mayor	Marc Williams	720-935-4979	mwilliams@arvada.org
At-Large	Lisa Smith	720-675-8854	lsmith@arvada.org
At-Large	Bob Fifer	303-929-4278	bfifer@arvada.org
District 1	Randy Moorman	720-772-6651	rmoorman@arvada.org
District 2	Lauren Simpson	720-900-1444	lsimpson@arvada.org
District 3	John Marriott	720-273-3912	jmarriott@arvada.org
District 4 Mayor Pro Tem	David Jones	720-889-8860	djones@arvada.org

CITY OF ARVADA LEADERSHIP TEAM

City Manager	Lorie Gillis	720-898-7512	lgillis@arvada.org
Deputy City Manager	Linda Haley	720-898-7519	lhaley@arvada.org
Deputy City Manager	Don Wick	720-898-7606	dwick@arvada.org
City Attorney	Rachel Morris	720-898-7193	rmorris@arvada.org
Chief of Police	Ed Brady	720-898-6834	ebrady@arvada.org
City Clerk	Kristen Rush	720-898-7546	kristen@arvada.org
Community and Economic Development Director	Ryan Stachelski	720-898-7016	rstachelski@arvada.org
Finance Director	Bryan Archer	720-898-7123	bryan-a@arvada.org
Human Resources Director	Gabriella Bommer	720-898-7561	gbommer@arvada.org
Chief Information Officer	Craig Poley	720-898-7894	cpoley@arvada.org
Presiding Judge	Kathryn Kurtz	720-898-7155	kkurtz@arvada.org
Vibrant Community and Neighborhoods Director	Enessa Janes	720-898-7518	ejanes@arvada.org
Public Works Director	Jacqueline Rhoades	720-898-7660	jrhoades@arvada.org
Urban Renewal Director	Maureen Phair	720-898-7060	mphaire@arvada.org
Utilities Director	Sharon Israel	720-898-7760	sisrael@arvada.org



STATE LEGISLATORS REPRESENTING ARVADA

Senate District 19	Rachel Zenzinger	rachel.zenzinger.senate@state.co.us	303-866-4840
Senate District 20	Lisa Cutter	lisa.cutter.senate@state.co.us	303-866-4859
State Rep. District 27	Brianna Titone	brianna.titone.house@state.co.us	303-866-2962
State Rep. District 24	Lindsey Daugherty	lindsey.daugherty.house@state.co.us	303-866-2950

Vision

We Dream Big and Deliver.

Mission

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

Values

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

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

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



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: January 23, 2023

SUBJECT: R23-011, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Insituform Technologies, LLC, for the 2022 Trenchless Sewer Main Replacement Project, in an Amount not to Exceed \$1,261,241.00, Project No. 22-SR-02

Report in Brief

Council action is requested on the attached resolution authorizing a construction contract (sample attached) with Insituform Technologies, LLC, in the amount of \$1,261,241.00. This is an annual project that involves installation of a cured in place pipe inside existing vitrified clay pipe sanitary sewer mains to extend the life of the sewer mains.

This year's construction project involves replacement of 30,139 linear feet of 6-inch through 15-inch sanitary sewer main in various locations around the City. The attached map highlights the repair areas.

The Arvada team recommends that the City Council approve R23-011, A Resolution Authorizing a Construction Contract by and between the City of Arvada and Insituform Technologies, LLC, for the 2022 Trenchless Sewer Main Replacement Project, in an Amount Not to Exceed \$1,261,241.00, Project No. 22-SR-02.

Financial Impact

Financial Impact: \$1,261,241.00

This is a one-time request for Project Construction costs. The costs are budgeted.

Funding Source:

Type: UT Wastewater Collections and Disposal Systems Enterprise Fund

Fund: Wastewater Fund Financial Account No. 42-734040-58105

CIP Project Number: 98002

Background

This is an annual project that involves installation of a cured in place pipe inside existing vitrified clay pipe sanitary sewer mains to extend the life of the sewer mains. This year's construction project involves replacement of 30,139 linear feet of 6-inch through 15-inch sanitary sewer main in various locations, and the replacement of 35 linear feet of 18-inch stormwater drainage.

Bids for this project were opened at 2PM on December 19, 2022 and a total of two bids were received. Detailed bid tabulations are attached and the bids are summarized here as follows:

- 1 Insituform Technologies, LLC \$1,261,241.00
- 2 Granite Inliner, LLC \$1,582,868.00
- 3 Engineers Estimate \$1,286,986.00

Discussion

Insituform Technologies, LLC has successfully completed Trenchless Sewer Main Replacements for the City of Arvada in previous years. This work is expected to take 150 days to complete with a construction completion date anticipated by Summer

2023. The construction bids show competitive pricing and the Arvada team is recommending approval. Funding for this project is available within Wastewater Fund Financial Account No. 42-734040-58105.

Public Contact

Posting of the City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

The Utilities Department has a performance measure to update and improve the City wastewater collection system. This action also aligns with the following Principle within the Infrastructure Priority Area of the City Council Strategic Plan:

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 R23-011, A Resolution Authorizing a Construction Contract by and between the City of Arvada and Insituform Technologies, LLC, for the 2022 Trenchless Sewer Main Replacement Project, in an Amount Not to Exceed \$1,261,241.00, Project No. 22-SR-02.

Suggested Motion:

I move that R23-011, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Insituform Technologies, LLC, for the 2022 Trenchless Sewer Main Replacement Project, in an Amount not to Exceed \$1,261,241.00, Project No. 22-SR-02 , be (approved) (rejected).

Prepared by:
Jennifer Ventura, Civil Engineer

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	1/3/2023
Jacqueline Rhoades, Public Works Director	1/4/2023
Jenny Wolfschlag, City Engineer	1/4/2023
Bryan Archer, Director of Finance	1/5/2023
Tammy Hedlund, Legal Specialist	1/5/2023
Jessica Morales, Assistant City Attorney	1/5/2023

SUBJECT: R23-011, A Resolution Authorizing a Construction Contract Agreement by and between the City of Arvada and Insituform Technologies, LLC, for the 2022 Trenchless Sewer Main Replacement Project, in an Amount not to Exceed \$1,261,241.00, Project No. 22-SR-02

PAGE: 3
ITEM: 8.A.2.

Rachel Morris, City Attorney 1/9/2023

Don Wick, Deputy City Manager 1/9/2023

Lorie Gillis, City Manager 1/10/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-011

A RESOLUTION AUTHORIZING A CONSTRUCTION CONTRACT AGREEMENT BY
AND BETWEEN THE CITY OF ARVADA AND INSITUFORM TECHNOLOGIES, LLC,
FOR THE 2022 TRENCHLESS SEWER MAIN REPLACEMENT PROJECT, IN AN
AMOUNT NOT TO EXCEED \$1,261,241.00, PROJECT NO. 22-SR-02

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 Construction Contract Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Insituform Technologies, LLC for the 2022 Trenchless Sewer Main Replacement Project, in an amount not to exceed \$1,261,241.00, Project No. 22-SR-02.

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

APPROVED AND ADOPTED this 23rd day of January, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND INSITUFORM
TECHNOLOGIES, LLC FOR THE 2022 TRENCHLESS SEWER MAIN
REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$1,261,241.00**

This Agreement made this _____ day of _____, 20____, by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and Insituform Technologies, LLC, a Limited Liability Company formed in Missouri (“Contractor”).

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

1. Contractor will commence and complete the 2022 Trenchless Sewer Main Replacement Project described in the Contract Documents relating to CSB-22-UTS-033, issued November 30, 2022, (“the Work”).
2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.
3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.
4. Contractor will complete the work required by the Contract Documents within **150 consecutive calendar days** after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.
5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed **\$1,261,241.00** for the Work.
6. The term “Contract Documents” means and includes the following:
 - A. Arvada’s Competitive Sealed Bid Request for the 2022 Trenchless Sewer Main Replacement Project, CSB-22-UTS-033 (“CSB”);
 - B. CSB Exhibits (if any);
 - C. CSB Addenda (if any);
 - D. Contractor’s Response to Arvada’s CSB, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond;
 - E. Notice of Award;
 - F. Performance and Payment Bond;
 - G. Notice to Proceed;
 - H. Change Orders (if any);
 - I. City of Arvada Engineering Code of Standards and Specifications;
 - J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
 - K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
 - L. Specification Illustrations and attachments; and
 - M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.

7. AMENDMENT TO PARAGRAPH 7 OF THE SPECIAL TERMS AND CONDITIONS FOR BIDDERS OF THE CSB. To account for the fact that this agreement requires the approval of the City Council, Paragraph 7 of the Special Terms and Conditions for Bidders of the CSB is amended as follows:

AWARD OF CONTRACT. Bids shall be awarded to the lowest-priced responsible and most responsive bidder whose bid meets the requirements and criteria set forth in the CSB within the limits of funds available and that best serves the City's interest. After receipt of acceptable Contract Security and copy of the Contract Agreement, signed by the Bidder to whom the Contract was awarded, the City, within a reasonable time after City Council approval of the agreement, shall sign the Contract Agreement and return to the Bidder an executed copy of the Contract Agreement. Should the City not execute the Contract Agreement within a reasonable period of time after City Council approval, the Bidder may, by written notice, withdraw their signed Contract Agreement. Such notice of withdrawal shall be effective upon receipt of the written notice by the City.

8. INVOICES AND COMPENSATION. Contractor will follow Bid schedule and partial payments will be made accordingly NET fifteen (15) days but no later than NET thirty (30) days.

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

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

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

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

12. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 21 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this agreement.

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

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

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

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

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

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

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

(Signatures on next page)

CITY OF ARVADA, COLORADO

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

For Rachel A. Morris, City Attorney

By: _____

INSITUFORM TECHNOLOGIES, LLC

Whitney Schulte
Contracting and Attesting Officer
580 Goddard Avenue
Chesterfield, MO 63005
WSchulte@Aegion.com

Exhibit A

A Construction Contract By and Between the City of
Arvada and Granite Inliner, LLC, for the 2020 Trenchless Sewer
Main Replacement Project, in an Amount Not to Exceed
\$1,164,404.00, Project No. 20-SR-02



COMPETITIVE SEALED BID

BID #: 22-UTS-033

Title: 2022 Trenchless Sewer Main Replacement

CSB Issued: 11/30/2022

Bids Due By: **12/19//2022 2:00 pm – M.T.**

Questions Deadline: 12/12/2021 2:00 pm - M.T.
Submit Questions on BidnetDirect.com

Delivery Date: 150 calendar days after notice to proceed

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

Questions and submission documents must be uploaded to Bidnetdirect.com unless otherwise directed. Please submit as (1) PDF and your company name must start the uploaded file name. Late responses will not be considered for award.

For additional administrative information NOT related to the scope, contact: Cheryl Dye at cdye@arvada.org

Documents included in this BID:

Cover Page	page 1
Advertisement for Bidders	page 2
General Terms and Conditions	page 3
Special Terms and Conditions for Bidders	page 6
Insurance Requirements	page 8
Project Special Provisions	page 9
Submittal Forms to be Completed and Returned	
• Bid Bond (<u>a PICTURE of the Bond</u> or upload to BidnetDirect)	page 22
• Bid Proposal	page 23
• Bid Schedule	page 24
Submittal Checklist and References to be Completed and Returned	page 25
Preview of Documents if Awarded	page 26

**EXHIBIT
A**

ARVADA'S VISION MISSION AND VALUES

VISION: We dream big and deliver.

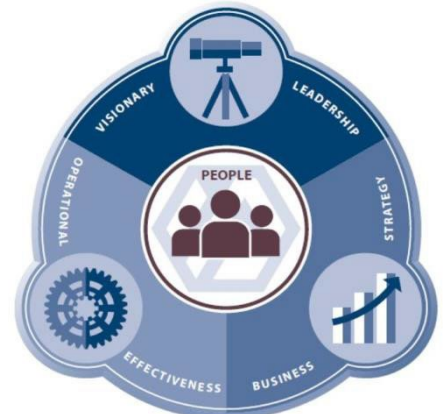
MISSION: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

VALUES:

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

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

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



ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, CSB #22-UTS-033

Project Title: 2022 Trenchless Sewer Main Replacement. Project No 22-SR-02

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

- www.bidnetdirect.com

No cost bid documents may be obtained at www.bidnetdirect.com on or after **November 30, 2022**

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK:

883 LF	CIPP for 6" VCP SEWER MAIN
23,333 LF	CIPP for 8" VCP SEWER MAIN
2264 LF	CIPP for 10" VCP SEWER MAIN
406 LF	CIPP for 12" VCP SEWER MAIN
3253 LF	CIPP for 15" VCP SEWER MAIN
327 EA	Service Reconnections

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

Bidders, subcontractors and suppliers must be familiar with the current City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, dated July 2022, which will be combined with the Bid Documents to form the Contract Documents for the Project. A copy of the Standards may be obtained from the office of the City Engineer upon a non-refundable payment of \$50.00. Holders will be notified when supplemental revisions and additions are available as they are adopted. The Standards are also available at no cost on the City's web site at www.arvada.org. Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.

Date: 11/30/22

CITY OF ARVADA



Jenny Wolfschlag
City Engineer
8101 Ralston Road
Arvada, Colorado 80002

GENERAL TERMS AND CONDITIONS

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

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

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

4. INDEMNIFICATION OF CITY.

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

(or)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS. Bids submitted electronically on the BidnetDirect.com web site only become available to the City of Arvada after the Bid closes.

Bidder shall assume full responsibility for timely upload of bid to the Bidnetdirect web site. The City reserves the right, where its best interest will be served, to accept or reject any conditional or qualified Bid.

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

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

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

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

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

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

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

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

9. CONTRACT DOCUMENTS. The Contract Documents consisting of the Bid Documents, which include the Advertisement for Bids, Information for Bidders, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum, Bid Bond, Bid Proposal, Bid Schedule, Vendor Submittal Form, Construction Drawings, Supplemental Specifications and the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", dated July 26, 2022 which include the Measurement and Payment specifications, and the attached Notice of Award form, Contract Agreement form, Performance and Payment Bond form, Notice to Proceed form, and Change Order form, when combined, contain the provisions required for the construction of the Project. Information obtained from an agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

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

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

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

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

14. MODIFICATION OR WITHDRAWAL OF BIDS BY CONTRACTOR.

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

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

15. REJECTION OF OFFERS BY CITY

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

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

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

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

Contractors are encouraged to consider the following method of payment.

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

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

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

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

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

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

22. PREPARATION AND SUBMISSION.

Bids will be prepared as follow:

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

INSURANCE REQUIREMENTS

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

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

Additional Insurance Requirements:

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

SPECIAL PROVISIONS

City of Arvada, Project Title: 2022 Trenchless Sewer Main Replacement. Project No. 22-UTS-033.

Conditions peculiar, but essential, to the successful performance and acceptance of the work on this project are itemized below. As such, they shall take precedence over the City of Arvada Engineering Code of Standards and Specifications, 2022 Edition.

A. GENERAL CONSIDERATIONS

- SC-A-1** **MINIMUM REQUIRED QUALIFICATIONS:** Evidence of these qualifications must be submitted.
1. Successful installation of 100,000 lineal feet or more of CIPP lining in the Front Range of Colorado in each of the last three calendar years. Front Range of Colorado is defined as Fort Collins to Pueblo.
 2. All references must be from Colorado entities. At least three references must be on projects for the proposed project manager. At least two references must be on projects for the proposed superintendent.
 3. Resumes for the proposed superintendent and project manager must be provided.
- SC-A-2** **CONTRACT TIME AND LIQUIDATED DAMAGES:** This project is to be completed, including cleanup, within 150 consecutive calendar days after the date to be specified in the Notice to Proceed, unless the contract time is adjusted by change order. The Contractor shall agree to pay to the Owner, as liquidated damages, the sum as identified in the Engineering Code of Standards and Specifications section 1121.07 Time for Completion and Liquidated Damages, for each consecutive calendar day that the work exceeds the allotted contract time.
- SC-A-3** **MEASUREMENT AND PAYMENT:** Measurement of the work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Payment Section of the Contract Documents or as hereinafter stated in the Special Conditions.
- SC-A-4** **NON CONFORMITY OF MATERIAL OR FINISHED PRODUCT:** Materials not in conformance with contract requirements or these Standards and Specifications shall be considered defective and shall be rejected. Rejected materials shall be removed from the work site, and Contractor shall be required to replace and/or repair materials to meet the Contract Documents.
- SC-A-5** **TAXES:** The City of Arvada is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the Contract Price.
- SC-A-6** **OSHA REQUIREMENTS:** Observing the rules and regulations required by the Occupational Health and Safety Administration (OSHA) is the responsibility of the Contractor on this project.
- SC-A-7** **WORKING HOURS:** There shall be no construction during City observed holidays. Arvada observed holidays generally include: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.
- All work to be completed on the project shall be performed during regular working hours, 7:00 a.m. until 7:00 p.m. Monday through Friday. Work hours on arterials and collector streets are from 8:30 a.m. to 3:30 p.m. There shall be no construction between 7:00 p.m. and 7:00 a.m. unless it is an emergency or is authorized by the City Manager.
- The Contractor shall submit a written request to the Project Engineer to perform overtime work outside of allowable working hours. Requests for work outside regular working hours shall be received a minimum of three working days prior to the proposed date of the work. The Project Engineer will complete the necessary reviews and obtain the appropriate approvals to comply with Arvada Municipal Code.
- SC-A-8** **MINOR CONTRACT REVISIONS:** Miscellaneous modifications in the work, ordered by the Project Engineer in the form of a field order, will be considered a minor contract revision. Payment for accepted work performed under this pay item "Minor Contract Revision" will be made in accordance with the Engineering Code of Standards and Specifications sections 1121.05 Changes in Contract Price and 1121.06 Changes in Contract Time of the Arvada Engineering Code of Standards and Specifications. If the contractor feels that a field order issued by the Engineer entitles the contractor to a change in the total contract price or time, or both, (i.e. the contractor feels that the field order involves costs over and above the amount available in the Minor Contract Revisions bid item) then the Contractor shall notify the Engineer, in writing, within 15 days after receipt of the field order. The Contractor shall not execute any such field order changes ordered by the Engineer pending

the receipt of a written Change Order document executed either by the City Manager or Mayor authorizing an increase in the total contract price. Any such work completed by the contractor prior to receipt of an executed Change Order will be at the contractor's risk and be subject to removal by the contractor should a Change Order not be approved and executed by the City Manager or Mayor for such work.

- SC-A-9** **FIELD ORDERS:** An authorized representative of the contractor shall acknowledge receipt of field orders by promptly signing all written field orders delivered to the job site. Verbal field orders given by the Engineer will be recorded in writing in the municipal inspector's daily report that is to be signed by the contractor's authorized representative.
- SC-A-10** **PROJECT STATUS MEETINGS:** Project status meetings will be held as necessary for scheduling, communication, and problem solving throughout the duration of the project. Contractor shall ensure that the project manager, superintendent or foreman is present and prepared to furnish the City with the schedule of work operations at each of these meetings as requested by the Engineer throughout the project.
- SC-A-11** **CHANGE OF METHOD:** Any cost due to a change in construction method will be the responsibility of the contractor.
- SC-A-12** **INSPECTION OF PIPELINE:** The contractor is responsible for being knowledgeable of the existing pipe condition prior to submitting a bid and initiating construction. The contractor may view available video of the pipe at the City's Wastewater Shops, 5555 West 56th Avenue. Call 720-898-7770 to coordinate a viewing schedule.
- SC-A-13** **CONSTRUCTION WATER:** All construction water will be provided by the City free of charge through existing City owned fire hydrants. Contractor will be required to obtain a hydrant meter from the City Utilities division which will require a \$2,000 refundable meter deposit upon return of the meter in acceptable working condition.
- SC-A-14** **STORMWATER CONSTRUCTION PERMIT:** As a subsidiary obligation of the contract, the Contractor shall obtain a Stormwater Construction Permit from the Colorado Department of Public Health and Environment, Water Quality Control Division, Permit Enforcement Section, prior to clearing, grading, or excavating a site of one (1) acre or more. A copy of the approved permit must be submitted to the City of Arvada Engineering Division prior to the start of clearing, grading or excavating of the site. A copy of the approved permit must also be available on the project site at all times during construction. Contractor shall also obtain a Colorado state Construction Dewatering Discharge Permit from the Colorado Department of Public Health and Environment for all areas where trench dewatering is required and water is discharged into a storm sewer, channel, irrigation ditch or any waters of the United States. A copy of the approved permit must be submitted to the Engineer prior to the start of any dewatering. A copy of the approved permit must also be available on the project site at all times during construction.

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

- SC-A-15** **APPROVED METHODS:** All bidders on this project must construct the CIPP and any manhole rehabilitation and coating with a process that has been approved by the City Engineer prior to bid opening. All approved methods must meet the specifications in the City of Arvada *Engineering Code of Standards and Specifications* and these Special Conditions. Any proposed deviations from the specifications must be submitted in writing for approval at least seven (7) calendar days prior to the bid opening. Any and all departures from the specifications must be pointed out and shown on the material submitted.

The approval of other processes as equal to that specified will only be made in writing in the form of an Addendum issued by the City Engineer.

If an alternate process is approved, the contractor shall accept the responsibility for the performance of the installation and if it does not meet the intent or standard of the specified process/installer the City reserves the right to have the installation removed and reinstalled or corrected at the Contractor's expense.

Glass Reinforced Plastic (GRP) cured in place thermosetting resin pipe supplied and installed in accordance with ASTM F2019 that is cured with ultraviolet light will be considered an acceptable alternative process for the work on this project.

SC-A-16 **OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENTS ALLOWED):** The City shall have the option to renew the contract for an additional four (4) one year periods; provided, however, that the Bidder provided satisfactory performance during the previous contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the Bidder and will be exercised only when such continuation is clearly in the best interest of the City.

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

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

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

B. CONSTRUCTION CONSIDERATIONS

SC-B-1 **LOCATIONS AND PRIORITIES:** The City reserves the right to add, delete, or modify construction locations, priority order and portions of the work without change in the contract agreement prices, 1121.05 Changes in Contract Price of the Arvada Engineering Code of Standards and Specifications.

SC-B-2 **PRE-CONSTRUCTION AND SCHEDULING:** A pre-construction meeting will be scheduled prior to the start of work. Attendance by the contractor's project manager and/or construction superintendent will be required. A construction schedule shall be submitted by the contractor to the project engineer at least three (3) days prior to the pre-construction meeting. The schedule shall be in bar chart form and shall at a minimum indicate the start and completion dates of work at each construction location. The contractor shall also provide the City with an after-hours emergency contact phone number at the pre-construction meeting.

SC-B-3 **MINIMIZING WORK ZONE DAMAGES:** During all phases of construction including cleanup, contractor shall operate all equipment and utilize personnel so as to minimize or prevent damages to public or private property. Contractor shall limit operation of heavy equipment to safe prudent speeds and minimize operation of equipment over concrete sidewalks, curbs and gutters. Contractors shall also conduct operations to avoid dings, nicks, gouges, scrapes, etc., on streets and concrete curb, gutter and sidewalks as well as other facilities in the construction area. Should contractors' operations cause damages, contractor shall be fully responsible for repairs at no cost to the City.

All public or private property damaged during the construction process must be repaired within two weeks of street and right-of-way clean-up. Should repair items not be completed within two weeks, city may initiate and complete the repair work; deducting costs to complete the work from total contract.

SC-B-4 **LIMITATION ON CONSTRUCTION ZONE:** Unless otherwise permitted by the Engineer, installation of the CIPP shall be completed such that no more than two segments of pipe are under construction at any one time. A segment of pipe is defined as the length of pipe between two consecutive manholes. Construction shall include, but not be limited to, inversion and curing of the CIPP and/or any construction that requires sanitary sewer service interruptions.

SC-B-5 **TRAFFIC CONTROL AND STREET RESTRICTIONS:** Traffic control methods shall conform to Arvada Engineering Code of Standards and Specifications and the FHA Manual for Uniform Traffic Control Devices and Colorado Supplement thereto. When working in State Highway right-of-way, traffic control methods shall meet the requirements of the Colorado Department of Transportation (CDOT). Contractor's traffic control plan is subject to CDOT approval prior to commencing work on State Highway right-of-way. No hand painted traffic control devices will be permitted. After award of the contract and prior to the start of construction, contractor shall submit two copies of the traffic control plans for approval encompassing all locations of the project. The contractor shall modify the installation to meet requirements of the City of Arvada Traffic Department, if so required.

The contractor shall notify the Arvada Traffic Division of all closures, either partial or complete, of any public street, road, highway or alley per Section 149.00 Traffic Control, Barricades and Warning Signs of Arvada's Engineering Code of Standards and Specifications. Notification shall be made a minimum of 24 hours in advance of the actual closure; except on commercial, parkway, and collector streets, where a minimum three (3) day advance notice will be required. All streets in the project will be considered for closure to thru traffic (local traffic only allowed) except for the following:

1. Ward Road – Arterial
2. W. 64th Avenue - Arterial
3. W. 58th Avenue – Arterial/Collector
4. Simms Street – Collector
5. Ralston Road – Arterial
6. Oak Street – Collector
7. Miller Street – Collector
8. Independence Street – Collector
9. Kipling Parkway – Arterial
10. W. 60th Avenue – Collector
11. W. 66th Avenue – Collector
12. Oberon Road – Collector
13. Wadsworth Boulevard – Arterial
14. W. 72nd Avenue – Arterial

The above streets are classified as arterial and collector streets. All other streets in the project are classified as local streets. Work hours shall be as outlined below.

MEASUREMENT: The traffic control shall be a lump sum item for all aspects of the traffic control plan. Payment for traffic control shall be full compensation for the traffic control and labor, equipment and materials required to implement the traffic control plan.

PAYMENT: Prorated payment of the contract amount bid for traffic control will be made monthly. The percentage paid shall be equal to the percentage of the total contract dollar amount completed that month. In no case shall payment be more than 100% of the amount bid for Traffic Control.

SC-B-6 **STREET CLOSURE RESTRICTIONS:** Working hours for arterials, collectors, and local streets shall be as listed in section SC-A-7. If contractor violates these working time limitations without prior authorization from the Engineer, Engineer may give written notice to stop work on the project at the beginning of the next day's work and work may not resume until contractor provides written explanation for the violation and assurance to the City that there will not be a reoccurrence of the violation. If subsequent working time violations occur, Engineer will notify contractor in writing that there will be a price reduction for each incidence of unauthorized violation in accordance with this specification. Price reduction will not be imposed where changed contract conditions are encountered during the specific period or the violation in question was a result of circumstances beyond contractor or subcontractor's control. The price reduction will not constitute a penalty but will be considered a failure to perform traffic control in accordance with the contract.

An incident is any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered an incident. A price reduction will be assessed for each successive or cumulative 30 minute period in violation of the working time limitations, as determined by the Engineer. The price reduction for each incident will increase at a progressive rate starting with \$150 for the second incident and increasing to \$600 for the fourth and subsequent incidents in accordance with the following schedule. A 15 minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. The 15 minute grace period applies only to the second incident. The number of incident charges will be accumulative throughout the duration of the contract.

PRICE REDUCTION SCHEDULE

<u>INCIDENT</u>	<u>INCIDENT RATE</u>	<u>TOTAL PRICE REDUCTION</u>
1 st	Notice to Stop Work	\$0
2 nd	\$150	\$150
3 rd	\$300	\$450
4 th	\$600	\$1,050
5 th	\$600	\$1,650
6 th	\$600	\$2,250
ETC.	\$600	\$2,850
	ETC.	ETC.

SC-B-7 **PROTECTION AND RESTORATION OF EXISTING LANDSCAPING:** The contractor shall protect or remove and replace, all shrubs, decorative rock, sod, underground sprinklers, signs, landscaping, fences or other private or public improvements within or adjacent to the project area. Disturbed areas shall be restored to condition equal to or better than that which existed prior to construction. All sod shall be new unless approved by the municipal inspector to re-use existing sod.

If branches of trees or shrubs will be in the path of the proposed construction, as verified by the municipal inspector prior to construction, the contractor shall prune these branches under the supervision of the City Forester.

Also, if tree or shrub roots are exposed in the construction area, the contractor shall saw cut the roots within 24 hours after the roots are exposed. The contractor shall not cut the roots with the backhoe. If the roots are improperly cut or exposed longer than 24 hours, then the tree or shrub will be considered as damaged and the contractor will be responsible for replacement at his cost.

PAYMENT: No separate payment will be made for protection and/or restoration of existing sod, decorative rock, shrubs, trees, landscaping, underground sprinklers, fences, signs and other private or public improvements in the project. This work shall be considered as subsidiary to the cost of sewer main rehabilitation (CIPP).

SC-B-8 **TRENCHLESS REHABILITATION:** Rehabilitation of the sanitary sewer mains at the locations as shown on the Project Drawings shall be completed using a City of Arvada approved CIPP process as described in the section SC-B-X of these Special Conditions. Slip lining will not be allowed. Glass Reinforced Plastic (GRP) cured in place thermosetting resin pipe supplied and installed in accordance with ASTM F2019 that is cured with ultraviolet light will be considered an acceptable alternative process for the work on this project.

Costs for this work shall include cleaning any existing root intrusion or other dirt or debris inside the pipe prior to the installation of the CIPP. All 8" felt CIPP liner shall be minimum 0.21" wall thickness or in accordance with ASTM F1216, Appendix X.1, whichever results in a greater wall thickness. The minimum Modulus of Elasticity of the felt CIPP liner per ASTM F1216 shall be 250,000 psi. CIPP shall be designed assuming no bonding to the original pipe wall. All CIPP shall be designed assuming a fully deteriorated condition of the existing pipe.

For UV cured glass reinforced plastic liner only:

All UV cured-in-place glass reinforced plastic lining products shall comply with ASTM F2019 or intent thereof as determined by the Engineer, minimum finished liner thickness 3 mm and maximum of 6 mm up to 15 inch diameter (M liner). Wall thicknesses shall be a minimum of 3 mm to a maximum of 10 mm from 18 inch to 33 inch diameter (S liner) (except for services).

The Contractor shall furnish a general purpose, polyester or vinyl ester UV Curing resin and catalyst system compatible with the Ultra Violet Light Curing process that provides cured physical strengths specified herein.

Liner material shall be manufactured with resins pre impregnated within the liner to eliminate the possibility of air bubbles and voids.

The reconstruction tube will be vacuum impregnated with UV Curing Resins in the manufacturing facility prior to installation. The Contractor shall allow the Owner to inspect the materials before installation.

The Pre Impregnated UV Light Fiberglass Liner shall be inserted through the existing manhole or other approved access by means of a pull in place process by means of a winch in which will fully extend it to the next designated manhole or termination point. The Fiberglass Liner shall be inflated in place slightly with air to the manufacturer's specification for installing the UV Chain. The Ultra Violet Light Chain, with built in safety air loss shut off sensors, as provided by the ProKasro UV light chain, Shall then be installed into the liner and the gates are then to be closed. The Fiberglass liner will then be inspected with a camera mounted on the UV Chain as it is pulled to the end of the liner. After inspection and complete inflation to manufacturer's specifications, the UV light bulbs will be turned on. The curing will commence at a rate specified by the manufacturer according to the total dimensions of the size of the liner.

As the liner is curing the UV Curing System shall record all curing data in DVD format for the viewing of the City.

Initial cure shall be deemed to be complete when the UV Chain arrives at the initial entry point of insertion.

The Contractor shall apply a hydrophilic seal at the terminus of each segment. The seal shall be of a material compatible with the CIPP material.

SC-B-9 DEWATERING AND BYPASSING SEWAGE: The contractor shall furnish and set up all equipment, labor and materials to properly handle and divert sewage flow for the purpose of sewer main rehabilitation. The pumps and bypass lines shall be of adequate capacity and size to handle all flows. The contractor shall handle all sewage necessary to bypass or otherwise cause sewage flow to be harmless to the work and adjoining public and private property. Raw sewage shall not be allowed to contaminate groundwater. The contractor shall provide all energy required for power equipment; temporary installation of bypass pipes under the pavement of cross streets as may be required for traffic; repaving of cross streets after removal of temporary bypass pipes; and all other related labor, equipment and materials required to bypass sewage until completion of the sewer rehabilitation and manhole replacement process in accordance with these specifications and bid documents.

Bypassed sewage shall only be discharged into a downstream sanitary sewer manhole.

Diversion of sewage or groundwater by means of diesel or gasoline pumps will only be allowed during daylight hours. No pumps, except City approved electrical pumps are to be operated at night.

If sewage backup occurs and enters residences or buildings, the Contractor shall be responsible for clean-up, repair, property damage, cost and claims.

If trench dewatering is required to rehabilitate the sewer main, a Colorado State Construction Dewatering Discharge Permit will be required if water is discharged into a storm sewer, channel, irrigation ditch or any waters of the United States. Contractor shall be responsible for obtaining a dewatering permit from Colorado Department of Health (CDOH) if required by CDOH before construction begins.

MEASUREMENT AND PAYMENT: No separate measurement or payment will be made for dewatering, bypassing sewage or obtaining a state Construction Dewatering Discharge Permit. This shall be considered subsidiary to the cost of sewer main rehabilitation and shall not be a separate pay item.

SC-B-10 **TRENCHLESS POINT REPAIRS:** The measurement for payment of this item will be the actual number of trenchless point repairs required in locations where the existing pipe is fully deteriorated, damaged or blocked and where rehabilitation by installation of the CIPP cannot be completed without first performing a trenchless point repair. Only those sections authorized by the Engineer shall be repaired and measured for payment.

Prior to starting this work, contractor shall submit in writing the exact method he proposes to employ. Such submittal shall be approved by the Engineer prior to commencement of this item of work. In addition, samples of materials for this item may be required to be submitted for approval by the Engineer prior to starting this work. The contractor shall have previously employed the method he intends to use or a similar method of trenchless point repair and provide documentation of previous successful repair installations.

MEASUREMENT AND PAYMENT: The unit price bid for each trenchless point repair shall include, but not be limited to, inspection of the fully deteriorated pipe by means of closed circuit television, removal of all foreign material from the sewer pipe wall, remote expansion and restoration of the existing deformed pipe to its original circular shape and diameter, installation of a supporting sleeve or other structural means to maintain roundness of the pipe and all other related labor, equipment and materials required to complete this item in accordance with these specifications and bid documents.

If it is deemed necessary by the Engineer that a manhole or other structure should be repaired, removed or replaced, a cost will be negotiated for the repair or removal and replacement and a field or change order will be issued.

SC-B-11 **OPEN CUT POINT REPAIRS:** The measurement for payment of this item will be the actual number of point repairs required in locations where the existing pipe is fully deteriorated, damaged or blocked and where rehabilitation by installation of CIPP cannot be completed. Each point repair shall be measured on the basis of a maximum installation of 10 feet of pipe. Pipe installed in excess of this amount shall be prorated to compensate for the extra length of pipe. Only those sections authorized by the Engineer shall be open cut repaired and measured for payment.

MEASUREMENT AND PAYMENT: The unit price bid for each open cut point repair shall include, but not be limited to, excavation, removal of existing features including concrete, curb, gutter, sidewalk, fences, landscaping, asphalt paving, removal and disposal of the existing damaged pipe, utility relocations, replacement and installation of pipe using SDR 35 PVC and appropriate couplers, pipe bedding, backfill, select backfill, replacement of asphalt paving, pavement striping and markings, concrete, curb, gutter, sidewalk, landscaping, fences or other features that are removed or damaged by this construction, and all other related labor, equipment and materials required to complete this item in accordance with these specifications and bid documents.

SC-B-12 **CURED IN PLACE PIPE (CIPP):** CIPP rehabilitation of pipelines and conduits shall be the installation of a resin-impregnated flexible tube which is inverted into the original conduit by use of a hydrostatic head. The resin is cured by circulating hot water or steam within the tube. When cured, the finished pipe (CIPP) will be continuous and tight fitting.

The work shall consist of cleaning, TV inspecting, and preparing the sewer, by-pass pumping as required, installing and curing the resin-impregnated tube, testing the installed CIPP, and reconnecting all live service lines.

The work shall consist of furnishing all labor, material, tools, equipment, and incidentals necessary to complete the project.

MATERIAL:

1. **Tube:** The tube material shall meet the requirements of ASTM F-1216, Section 5.1 and ASTM D-5813. The tube shall have a uniform thickness that when compressed at installation pressures will equal the specified nominal tube thickness. The tube shall be fabricated to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. The outside layer of the tube (before inversion) shall be translucent plastic coated with a flexible material that clearly allows inspection of the resin impregnation (wet-out) procedure. The plastic coating shall not be subject to de-lamination after curing of the

CIPP. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No materials shall be included in the tube that is subject to delamination of the cured CIPP. The wall color of the interior pipe surface of the CIPP after installation shall be white or light brown so that a clear detail examination with closed circuit television inspection equipment may be made.

2. **Resin:** The resin system shall meet the requirements of ASTM F-1216 and ASTM D-5813. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with an additional 5% to 10% allowance for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used to uniformly distribute the resin throughout the tube.

STRUCTURAL REQUIREMENTS: The CIPP shall be designed in accordance with ASTM F-1216, Appendix XI. The design shall assume no bonding to the original pipe wall. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers cleanly with a pointed probe; nor shall separation of the layers occur during testing as required by this specification. The CIPP shall conform to the minimum structural properties as listed in Table 1 of ASTM F1216 and requirements of ASTM D-5813. The cured pipe material (CIPP) shall conform to the minimum structural standards, as listed below:

- Flexural Stress (ASTM D-790) 4,500 psi
- Modulus of Elasticity (ASTM D-790) 250,000 psi
- Chemical Resistance (ASTM D-453) loss not to exceed values for required strength

The Proposer shall determine the actual lengths of the material needed by field verification.

MEASUREMENT AND PAYMENT: The unit price bid per linear foot for this item shall include, but not be limited to, furnishing and setting up all equipment, labor and materials necessary for the construction process; furnish water and energy required for the pipe process; furnish and apply thermal setting resin and impregnating the CIPP pipe material; curing and trimming; testing and laboratory costs; inspection of pipelines and videotaping (before and after CIPP installation) and sewer line cleaning as referenced in other sections of these specifications; and all other related and necessary labor, equipment and materials required to complete this item in accordance with these specifications, the City of Arvada *Engineering Code of Standards and Specifications* and these bid documents.

SC-B-13 INSPECTION AND TESTING: CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM standard. The results shall be submitted to the Owner.

Wall thickness of samples shall be determined as described in Paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 95% of the minimum design wall thickness as calculated in paragraph 5.6 of ASTM F1743.

If the deviation in thickness of the finished CIPP is less than 5%, no adjustment in payment will be made. If the deviation in thickness is measured to be between 5% and 10%, a 10% reduction in the CIPP unit cost will be applied. If the deviation in thickness is greater than 10% the entire run will be rejected and the line segment shall either be relined or replaced at the contractor's cost at the discretion of the Engineer.

SC-B-14 SEWER LINE CLEANING: No separate measurement or payment shall be made for sewer line cleaning of lines to be rehabilitated using trenchless technology but shall be considered a part of the unit price bid per linear foot of CIPP installed.

Sewer line cleaning shall include, but not be limited to, furnishing and setting up all the equipment and labor necessary to clean the sewer to be rehabilitated; to furnish water for jetting; furnish energy required for de-rooting equipment; and other power cleaning machines' removal of all foreign material from the sewer pipe walls that will prevent the proper installation of the CIPP; transporting sediment for proper disposal; payment of any and all landfill fees; and all other related labor, equipment and materials required to complete this item in accordance with these specifications and bid documents. If hazardous materials are encountered during the sewer line cleaning and testing, a cost will be negotiated for handling of these materials, and a field order or change order will be issued.

SC-B-15 **INSPECTION OF PIPE LINES AND VIDEOTAPING:** No separate measurement or payment shall be made for pre and post construction inspection and videotaping of pipelines to be restored using trenchless technology but shall be considered a part of the unit price bid per lineal foot of CIPP installed. Post construction videos shall be submitted weekly showing the segments completed the previous week.

Inspection of pipelines and videotaping both prior to and after installation of the CIPP shall include, but not be limited to, furnishing and setting up all equipment and labor necessary to inspect the sewer to be rehabilitated by closed circuit television, record on video tape the TV inspections; determine, identify and locate live sewer taps; determine extended sewer taps that require trimming; locate and identify structural deficient pipe sections that may be considered for point repairs; supply energy required for all equipment and all other related labor, equipment and materials required to complete this item in accordance with these specifications and bid documents. The video camera rate of travel shall not exceed 30 feet per minute.

Leakage testing of the CIPP shall be accomplished during cure while under positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method of an acceptable low pressure air or water exfiltration test at 4 to 5 psi above the groundwater pressure.

SC-B-16 **PROTRUDING TAPS:** The measurement and payment of this item will be the actual number of existing sanitary sewer service taps that are protruding in the existing sanitary sewer main and require cutting in order to properly install the CIPP. These taps shall be verified by the Engineer by inspection of the video tape prior to cutting.

The unit price bid shall include, but not be limited to, furnishing and setting up all equipment, labor and materials necessary for locating the existing protruding sanitary sewer service taps, cutting the protruding tap, removal and disposal of all debris, and all other related and necessary labor, equipment and materials required to complete this item in accordance with these specifications and bid documents.

SC-B-17 **SEWER SERVICE RECONNECTIONS:** The measurement and payment of this item will be the actual number of sanitary sewer service taps to be cut and reactivated as determined to be active per the video tape inspection.

The unit price bid shall include, but not be limited to, furnishing and setting up all equipment, labor and materials necessary for locating and reactivating existing active sanitary services, cutting the CIPP to reactivate the sewer service connections, removal and disposal of all debris and all other related and necessary labor, equipment and materials required to complete this item in accordance with these specifications and bid documents.

No service connection shall remain out of service for more than 12 hours at a time unless the contractor, at his expense, has provided temporary facilities or hotel accommodations for the affected citizens.

In no event shall the contractor cut and reactivate a dry service tap unless receiving prior approval by the Engineer. It will be the responsibility of the contractor, by dye test or whatever other means he deems appropriate, to determine if the service tap is active or not. Such determination shall be considered subsidiary to this item of work and no separate payment shall be made.

Any damage to the liner or lateral while reinstating services will be repaired by a hat or injection sealing method, no grouting will be allowed and no separate payment shall be made for such repair.

SC-B-18 **ACCESS TO MANHOLES:** Under certain circumstances, it may be necessary for the contractor to remove and replace obstructions in order to gain access to a manhole. Prior to any construction, the contractor shall be responsible for discussing and obtaining permission from the appropriate property owners for gaining access to a manhole and for any obstruction removals and replacements that may be necessary on the property. Obstruction removals and replacements may include, but not be limited to, removing and replacing landscaping, sod, decorative rock and fences. The contractor shall replace an obstruction to existing or better conditions, unless otherwise approved by the property owner, in writing. Costs for gaining access to manholes and removing and replacing any obstructions shall be considered a subsidiary obligation of the contract and no separate payment shall be made.

C. OBLIGATIONS TO PUBLIC

SC-C-1 **DRIVEWAY ACCESS:** Contractor shall coordinate the work and minimize inconveniences to citizens and affected property owners. Residents shall be notified by the contractor 24 hours prior to the time that access must be denied to their driveway or when driveway will be blocked for any period of time. Residents shall be provided access to their driveways between 5:00 pm and 7:30 am, and at all times on weekends or holidays or when work is not occurring.

SC-C-2 **SERVICE INTERRUPTION:** The contractor shall notify all parties that will be affected, a minimum of twenty-four (24) hours prior to the time he will disconnect or interrupt known sewer or water service or immediately upon the interruption of a service not shown on the plans. All services interrupted or damaged shall be immediately repaired and service restored. No services shall be left inoperative overnight.

The City of Arvada Utilities Division will operate all existing water valves, hydrants, blowoffs, and curb stops. No valve or other control on the existing water system shall be operated for any purpose by the contractor. The contractor shall advise all water customers prior to interrupting flows, so they may make provisions to store sufficient water for their interim needs. Service termination periods shall not exceed four (4) hours. Interruption of water service shall be limited to the hours between 8:30 am and 3:00 pm unless prior approval is received from the Engineer.

SC-C-3 **NOTIFICATION OF ADJACENT PROPERTY OWNERS AND MANAGERS:** The contractor shall notify property managers, owners, tenants, or responsible parties that work or dwell in buildings adjacent to the construction site, in writing, not less than seven days prior to construction of the impending construction activity.

The contractor shall prepare a written notification describing the method, location and likely duration of construction. It shall also include both a phone number where a representative of the contractor can be reached during normal business hours and the name and telephone number of City's project engineer and municipal inspector. The written notice shall be approved by the project engineer prior to distribution. Distribution shall be coordinated with the City's municipal inspector.

Contractor shall also provide written notification to residents 24 hours prior to the start of construction on each street and also notify residents once individual sewer service laterals are reinstated. The contractor shall also notify residents as necessary should the construction schedule change due to unforeseen circumstances.

PAYMENT: Prorated payment of the contract amount bid for citizen notification will be made monthly. The percentage paid shall be equal to the percentage of total contract dollar amount completed that month. In no case will payment be more than 100% of the amount bid for Citizen Notification.

BID BOND

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

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the
accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the
construction of City of Arvada **Project No. 22-SR-02 Project Title: 2022 Trenchless Sewer Main Replacement..**

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

NOW THEREFORE,

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this _____ day of
_____, 2022, and such of them as are corporations have caused their corporate seals to be
hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

SURETY

Name: _____

Address: _____

By: _____

By: _____

Title: _____

Title: _____

Attorney-in-Fact:

(SEAL)

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

BID PROPOSAL

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

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

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada **Project No. 22-SR-02. Project Title: 2022 Trenchless Sewer Main Replacement** within the time set forth therein and at the prices stated on the included Bid Schedule as totaled herein.

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

Bidder acknowledges receipt of **Addendum Nos.** Initials: _____

Bidder states that his:

Major Material Suppliers are:

Material They Will Supply

Major Subcontractors are:

Work They Will Perform

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **150** calendar days after the date to be specified in the Notice to Proceed. The bidder shall agree to pay the owner the sum of \$2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ _____

SUBMITTED BY:

Company Name: _____

Contact Names: _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

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

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent

Title of Agent

Agent email

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

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

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

- ┘ Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule, and any other attachments requested.
- ┘ Submit implementation timeline and warranties, if applicable.
- ┘ Attach Contractor's Licensing, if applicable.
- ┘ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ┘ Evidence of Minimum Contractor qualifications (see **SC-A-1** of Special Provisions)
- ┘ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 _____ #2 _____

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

PERFORMANCE AND PAYMENT BOND

Bond No. _____

(Firm) _____

(Address) _____

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

(Firm) _____

(Address) _____

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

THE CONDITION OF THIS OBLIGATION are such that the Principal entered into a certain Contract with the City, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada **Project No. 22-SR-02 Projec. Title: 2022 Trenchless Sewer Main Replacement.**

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2022.

IN PRESENCE OF:

PRINCIPAL _____

By _____

Address _____

(Corporate Seal)

OTHER PARTNERS

(Surety Seal)

SURETY _____

Attorney _____ in _____ Fact _____

Address _____

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

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

NOTICE OF AWARD

_____, 2022

Company
Address
City, State Zip

RE: Project No. 22-SR-02. Project Title: 2022 Trenchless Sewer Main Replacement.

Dear Representative of _____:

The City of Arvada, Colorado (hereinafter called "City") has considered the Bid Proposals submitted for referenced work in response to its Advertisement for Bids dated November 28, 2022 and Information for Bidders.

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

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

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

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

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

Engineer. CITY OF ARVADA, COLORADO

Jenny Wolfschlag, P.E.
City Engineer

BIDDER

Insituform Technologies, LLC

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

This _____ day of _____, 2022.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: CSB 22-UTL-033 - 2022 Trenchless Sewer Main Replacement. Project No. 22-SR-02

Dear Representative of _____:

You are hereby notified to commence work on referenced Project, in accordance with the Contract dated _____ on or before _____, and you are to complete the Work, including cleanup within 150 calendar days thereafter. The date of completion of all Work is therefore _____.

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Receipt of this Notice to Proceed is hereby acknowledged this _____ day of _____, 20____.

Company

By: _____

Title: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND

FOR _____
IN AN AMOUNT NOT TO EXCEED \$_____.00**

This Agreement made this _____ day of _____, 20____ by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and _____, a _____ (“Contractor”).

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

1. Contractor will commence and complete the _____ described in the Contract Documents relating to CSB-_____, issued _____, 20 , (“the Work”).
2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.
3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.
4. Contractor will complete the work required by the Contract Documents by _____ after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.
5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed \$_____.00 for the Work.
6. The term “Contract Documents” means and includes the following:
 - A. Arvada’s Request for [Project Title], CSB-_____ (“CSB”);
 - B. CSB Exhibits (if any);
 - C. CSB Addenda (if any);
 - D. Contractor’s Response to CSB-_____, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, Certificate of Insurance;
 - E. Notice of Award;
 - F. Performance and Payment Bond;
 - G. Notice to Proceed;
 - H. Change Orders (if any);
 - I. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements;
 - J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
 - K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
 - L. Specification Illustrations and attachments; and
 - M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.

7. INVOICES AND COMPENSATION. Contractor will follow Bid schedule and partial payments will be made accordingly NET 15 but no later than NET 30.

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

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

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

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

11. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 21 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this agreement.

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

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

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

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

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

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

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

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

CITY OF ARVADA, COLORADO

8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

CONTRACTOR

Name:
Title:

CHANGE ORDER

No. _____

TO:

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

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

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

TOTAL ADD

\$

Adjustments to Contract Price & Time

Contract
Dollars

Calendar
Days

Contract Totals through and including

\$

Previous Change Orders

Adjustments this Change Order

\$

(Increase)

Contract Totals to Date – Including

Change Order No. _____

\$

Contract Time Expires on:

APPROVED FOR CITY

ATTEST:

8101 Ralston Road
Arvada, CO 80002

City Clerk

ACCEPTED FOR CONTRACTOR

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

Title: _____

Date: _____

By: _____

Exhibit D

A Construction Contract By and Between the City of
Arvada and Granite Inliner, LLC, for the 2020 Trenchless Sewer
Main Replacement Project, in an Amount Not to Exceed
\$1,164,404.00, Project No. 20-SR-02

BID BOND

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

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the
accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the
construction of City of Arvada **Project No. 22-SR-02 Project Title: 2022 Trenchless Sewer Main Replacement..**
Bid # 22-UTS-033

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

NOW THEREFORE,

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

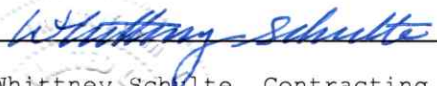
Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this
obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 19 day of
December, 2022, and such of them as are corporations have caused their corporate seals to be
hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

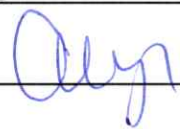
PRINCIPAL

Name: Insituform Technologies, LLC
580 Goddard Avenue
Address: Chesterfield, MO 63005

By: 
Whittney Schulte, Contracting &
Title: Attesting Officer

SURETY

Travelers Casualty and Surety Company
of America
One Tower Square, Hartford, CT 06183

By: 
Title: Andrew P. Thome, Attorney-in-Fact
Attorney-in-Fact:

(SEAL)

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

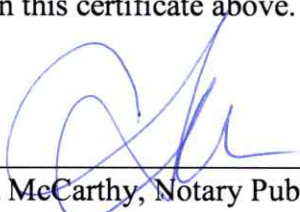
State of Missouri
County of St. Louis

On 12/19/2022 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

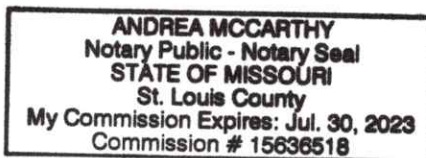
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Andrea McCarthy, Notary Public



My Commission Expires: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

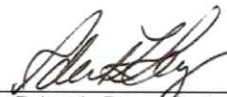
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANDREW P THOME** of **CHESTERFIELD**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

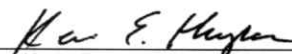
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19** day of **December**, **2022**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID PROPOSAL

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

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

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada **Project No. 22-SR-02. Project Title: 2022 Trenchless Sewer Main Replacement** within the time set forth therein and at the prices stated on the included Bid Schedule as totaled herein.

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

Bidder acknowledges receipt of **Addendum Nos. 1** Initials: LS

Bidder states that his:

Major Material Suppliers are:

Insituform Technologies
AOC, Inc.

Material They Will Supply

CIPP felt tube
CIPP Resin

Major Subcontractors are:

Integrity / Statewide
Guildner Pipeline Maintenance
Lucky Dog Contracting

Work They Will Perform

Traffic Control
CCTV Clean & Video Trenchless Point Repairs
Open Cut Point Repairs

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **150** calendar days after the date to be specified in the Notice to Proceed. The bidder shall agree to pay the owner the sum of \$2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ \$1,261,241.00

SUBMITTED BY:

Company Name: Insituform Technologies, LLC

Contact Names: Whittney Schulte, Contracting & Attesting Officer

Address: 580 Goddard Avenue, Chesterfield, MO 63005

Phone: (636) 530-8000 Email(s): WSchulte@Aegion.com

The undersigned hereby affirms that:

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

By: Whittney Schulte December 19, 2022 13-3032158
Signature of Authorized Agent Date FEIN

Whittney Schulte Contracting & Attesting Officer WSchulte@Aegion.com
Typed/Printed Name of Agent Title of Agent Agent email

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

2022 Trenchless Sewer Main Replacement

Project No. 22-SR-02



BID SCHEDULE

Contractor: Insituform Technologies, LLC

Address, City, Zip: 580 Goddard Ave, Chesterfield, MO 63005 Denver Office: 9654 Titan Court, Littleton, CO 80125

Telephone: 636-530-8064 Bid Prepared By: Whittney Schulte

Leanne Goodhue, Business Development Manager - 720-355-4135 Lgoodhue@aegion.com

M&P	ITEM	TOTAL Quantity	Unit	Unit Cost	Extension
PIPE					
1 SC-B-8	CIPP for 6" VCP	883.00	LF	\$33.00	\$29,139.00
SC-B-12	Sanitary Sewer Main				
2 SC-B-8	CIPP for 8" VCP	23,333.00	LF	\$30.00	\$699,990.00
SC-B-12	Sanitary Sewer Main				
3 SC-B-8	CIPP for 10" VCP	2,264.00	LF	\$40.00	\$90,560.00
SC-B-12	Sanitary Sewer Main				
4 SC-B-8	CIPP for 12" VCP	406.00	LF	\$67.00	\$27,202.00
SC-B-12	Sanitary Sewer Main				
5 SC-B-8	CIPP for 15" VCP	3,253.00	LF	\$60.00	\$195,180.00
SC-B-12	Sanitary Sewer Main				
INCIDENTALS					
5 SC-B-10	Trenchless Point Repair	2.00	EA	\$2,512.00	\$5,024.00
6 SC-B-11	Open Cut Point Repair	2.00	EA	\$20,097.00	\$40,194.00
7 SC-B-16	Protruding Taps	20.00	EA	\$202.00	\$4,040.00
8 SC-B-17	Sewer Service Reconnections	329.00	EA	\$110.00	\$36,190.00
PRORATA					
9 SC-C-2,3	Citizen Notification	1.00	LS	\$500.00	\$500.00
10 3. 46	Traffic Control	1.00	LS	\$103,222.00	\$103,222.00
SC-B-5					
11 3.49	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
REVISIONS, ADDITIONS					
12 SC-A-2	Minor Contract Revisions	25,000.00	EA	\$1.00	\$25,000.00

TOTAL BID \$ 1,261,241.00

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

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

- ☒ Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule, and any other attachments requested.
- ☐ Submit implementation timeline and warranties, if applicable.
- ☐ Attach Contractor's Licensing, if applicable.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☒ Evidence of Minimum Contractor qualifications (see **SC-A-1** of Special Provisions)
- ☒ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 LG Dated 12-15-2022 #2 _____

REFERENCES:

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

Name: City of Thornton Contact Person: Kristin Schwartz

Address: 12450 Washington Street, Thornton, CO 80241

Telephone No: 720-977-6208 Email: kristin.schwartz@thorntonco.gov

Describe type of work/service performed or items supplied: 2021 SS Improvements #21-38A (Term year 2 of 5 year term)

21,800 LF 8" CIPP, CCTV Clean & Video, bypass pumping, traffic control

Name: South Adams County Water & Sanitation Contact Person: Christy Ritter, Project Engineer, Muller Engineering

Address: 6595 East 70th. Avenue, Commerce City, CO 80022

Telephone No: 720-808-4298 C Email: critter@mullereng.com

Describe type of work/service performed or items supplied: 2022 SACWSD WW System Rehabilitation

23,251 LF 8 & 2,630 10" CIPP, CCTV Clean & Video, bypass pumping, manhole rehabilitation, open cut point repairs, manhole construction

Name: City of Arvada Contact Person: Jennifer Ventura, E. I., Civil Engineer II

Address: 8101 Ralston Road, Arvada, CO 80001

Telephone No: 720-402-4515 C, 720-898-7814 O Email: jventura@arvada.org

Describe type of work/service performed or items supplied: 2021 CIPP Trenchless SS Main Project

649 LF 6", 29,440 LF 8", 2,805 LF 15", 35 LF 18" CIPP, CCTV Clean & Video, bypass pumping, open cut point repair

Insituform Technologies, LLC - 100,000 LF CIPP Lining Front Range Calendar Years, 2020, 2021, 2022

2022	Owner	Project Name	Original Contract Amount	Completion	CIPP LF	CIPP Diameter(s)
	South Adams County Water & Sanitation District	2022 SACWSD Wastewater System Rehabilitation	\$2,496,986.50	November, 2022	25,881	8", 10"
	City of Loveland	2022 Sewer Project #W22010G	\$793,147.00	March, 2022	11,752	8"
	South Arapahoe Sanitation Dist.	2022 SS CIP Program	\$545,032.00	December, 2022	13,208	8"
	City of Arvada	2021 CIPP Trenchless SS Main	\$1,254,449.00	February, 2022	32,929	6", 8", 10"
	Denver SE Suburban W & S	Pinery Water & Wastewater 2022	\$237,680	June, 2022	1,694	15", 21"
	Meadowbrook Fairview Metro Dist.	2021 Capital Imp Project	\$58,221	April, 2022	1,966	8"
	City & County of Denver	Lincoln Park North Contract #202057288	\$2,551,017.00	October, 2022	23,120	8", 10", 24", 33", 36", 39"
	City & County of Denver	2021 Preventive & Critical Lining	\$3,685,090.90	December, 2022	103,202	8", 10", 18", 21", 30"
					202,000	LF

2021	Owner	Project Name	Original Contract Amount	Completion	CIPP LF	CIPP Diameter(s)
	City & County of Denver	2019 Preventive & Critical Lining	\$3,241,654.00	June, 2021	60,983	8", 10", 12", 15", 24", 30"
	South Adams County W&S	2020 SACWSD WW System Rehab	\$2,271,937.00	February, 2021	29,567	6", 8", 10"
	Pueblo West Metro District	IFB 2020-WW-003	\$189,868.00	January, 2021	6,393	8"
	City of Lakewood	CIPP Program 2021 Renewal 2	\$208,648.00	March, 2021	6,380	8"
	Cherokee Metro W & S District	2021 CIPP Lining	\$173,900.00	March, 2021	5,243	8"
	City of Thornton	2021 SS Improvements Term	\$941,994.00	July, 2021	21,800	8"
	South Arapahoe Sanitation Dist	Capital Improvements 2021	\$314,079.00	December, 2021	9,234	8", 10"
					139,600	LF

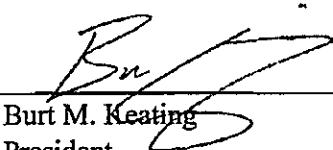
2020	Owner	Project Name	Original Contract Amount	Completion	CIPP LF	CIPP Diameter(s)
	Northwest Lakewood Sanitation Dist	2019 SS Improvements PJ# 17.0635.C.4	\$1,272,849.00	February, 2020	12,691	8", 10", 24"
	Town of Castle Rock	2019 CIPP Project	\$305,561.00	March, 2020	9,367	8", 15"
	City & County of Denver	35th & Lincoln Park	\$2,316,477.00	November, 2020	7,067	21", 30", 42", 48", 54"
	City of Littleton	2020 City Project 20-13	\$282,791.00	June, 2020	5,850	6", 8", 10"
	Cherokee Metro W & S District	2020 8" CIPP Lining Project	\$208,925.00	July, 2020	6,605	8", 10"
	Green Mountain W & S District	2020 Sanitary Sewer Rehabilitation	\$616,187.00	October, 2020	7,407	8", 10"
	City of Thornton	2020 SS Improvements #20-38A Term	\$493,722.00	October, 2020	8,914	8", 12", 15"
	City of Loveland	2020-53 CIPP Project	\$1,316,471.00	November, 2020	23,241	8", 10", 12"
	City & County of Denver	2019 Preventive & Critical Lining (Ruby Hill)	\$3,322,677.00	November, 2020	113,596	8", 10", 12", 24", 30"
					194,738	LF

INSITUFORM TECHNOLOGIES, LLC
PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whitney Schulte, Ursula Youngblood and Patrizia Sordillo are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: September 30, 2022



Burt M. Keating
President

Patrick Roberts, PE, CCM, PMP

Project Manager



Education:

Colorado State University, BS Civil Engineering 2002

Years of Industry Experience:

- 17 Years

Years of Similar Project Experience:

- 15 Years

Certifications:

- Registered Professional Engineer – CO #0047747
- Certified Construction Manager – CO #2635
- Project Management Professional #5610113
- National Association of Sewer Service Companies (NASSCO) – Pipeline Assessment Certification Program - Certified

Contact:

Patrick Roberts
9654 Titan Court
Littleton, CO 80125
303-478-9885
Proberts@aegion.com

OVERVIEW

Patrick Roberts has 15 years of field and operational experience with municipal sanitary sewer systems and CIPP installations and has served as Project Manager with Insituform for the past 1 ½ years. As an Engineer with several Denver based engineering firms, he managed duties and designed CIPP projects for 14 Metro Water and Sanitation Districts, making Patrick an ideal fit for the CIPP industry. In 2016, Patrick was awarded the Engineering News Record (ENR) - 2016 Top 20 under 40.

His specific duties and responsibilities include:

- Develop construction cost and work plan at pre-bid environment
- Plans, direct and manages all activities of assigned CIPP project for customer satisfaction, safety, quality, production, revenue and profit. Responsible for the project management system and tools from the time a project is acquired throughout the final payment of closed projects.
- Oversees four Field Engineers and one Construction Manager
- Schedules projects and coordinates with clients and other affected departments.
- Schedules and coordinates subcontractors
- Attends/organizes pre-bid, pre-construction, site specific, project progress, and closeout meetings
- Prepares and submits monthly billings and customer invoices
- Scheduling of projects and backlog management for Rocky Mountain Region

HIGHLIGHTS OF RELATED PROJECT EXPERIENCE

171097 - South Adams County W & S District, Commerce City, CO

23,187 LF 8", 2,630 LF 10", CCTV, bypass pumping, 746 VF of 48" diameter manhole rehabilitation, open cut point repairs, new manhole construction. \$2,496,986.50. Christy Ritter, Project Engineer, Muller Engineering 720-808-4298 critter@mullereng.com

171073 - City of Arvada 2021 CIPP Trenchless Main

649 LF 6", 29,440 LF 8", 2,805 LF 15", 35 LF 18" CIPP, CCTV clean & video, bypass pumping, traffic control. \$1,254,449.00 Jennifer Ventura, E.I., Civil Engineer 720-402-4515 jventura@arvada.org

171115 - South Arapahoe Sanitation District, 2022 CIP Program

13,208 LF 8" CIPP, CCTV clean & video, bypass pumping, point repairs, manhole rehabilitation. \$545,032.00 Jamie Overgaard, PE, Sr. PM 303-985-3636 jamieovergaard@kennedyjenks.com

Years of Industry Experience:

- 16 Years

Certifications:

- OSHA 10
- First Aid/CPR
- Confined Space Air Monitoring
- DOT
- Class A CDL License
- Forklift
- Trenching/Shoring
- Respiratory Protection
- Scaffolding
- PACP Certified

Contact:

Joe Sanchez
9654 Titan Court
Littleton, CO 80125
303-242-4900
Jsanchez971@aegion.com

OVERVIEW

Joe has 16 years of field and operational experience with cured in place (CIPP) installations at Insituform Technologies. His operational experience includes specializing in {small/medium/large} diameter Over-the-Hole (OTH) wetout and installation applications. Prior to becoming a Superintendent, Joe performed the roles of CCTV Van Operator and Foreman.

His specific duties and responsibilities include:

- Responsible for crew of six to seven field personnel
- Oversees and provides support for all CIPP installations of specific project
- Public Relations
- Record keeping of all field documents, including wet-out /cure reports and payroll
- Operation and maintenance of equipment used for CIPP installation
- Mobilization/demobilization for field crew
- Material orders and shipping coordination

HIGHLIGHTS OF RELATED PROJECT EXPERIENCE

171097 - South Adams County W & S District, Commerce City, CO

23,187 LF 8", 2,630 LF 10", CCTV, bypass pumping, 746 VF of 48" diameter manhole rehabilitation including infiltration mitigation, open cut point repairs, new manhole construction. \$2,496,986.50

Christy Ritter, Project Engineer, Muller Engineering 720-808-4298
critter@mullereng.com

171073 - City of Arvada 2021 CIPP Trenchless Main

649 LF 6", 29,440 LF 8", 2,805 LF 15", 35 LF 18" CIPP, CCTV clean & video, bypass pumping, traffic control. \$1,254,449.00 Jennifer Ventura, E.I., Civil Engineer 720-402-4515 jventura@arvada.org

171069 – City & County of Denver No. 202158902 2021 Preventive & Critical Lining Project

95,761 LF 8", 2,708 LF 10", 918 LF 18", 4,394 LF 21", 1,851 LF 30", CCTV clean & video, bypass pumping, traffic control \$3,685,090.90 Paula Stokes, Project Manager, 303-263-4127 c paula.stokes@denvergov.org

BID TAB

City of Arvada Project: 2022 Trenchless Sewer Main Replacement
 Project Engineer: Jennifer Ventura

Project No. 22-SR-02
 Bid Opening: December 19, 2022

				Engineer's Estimate		Granite Inliner, LLC		Insituform Technologies, LLC	
Item									
No.	Item Description	Bid Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	CIPP for 6" VCP	883.00	LF	\$110.00	\$97,130.00	\$40.00	\$35,320.00	\$33.00	\$29,139.00
2	CIPP for 8" VCP	23,333.00	LF	\$30.00	\$699,990.00	\$42.00	\$979,986.00	\$30.00	\$699,990.00
3	CIPP for 10" VCP	2,264.00	LF	\$49.00	\$110,936.00	\$55.00	\$124,520.00	\$40.00	\$90,560.00
4	CIPP for 12" VCP	406.00	LF	\$40.00	\$16,240.00	\$63.00	\$25,578.00	\$67.00	\$27,202.00
5	CIPP for 15" VCP	3,253.00	LF	\$55.00	\$178,915.00	\$63.00	\$204,939.00	\$60.00	\$195,180.00
6	Trenchless Point Repiar	2.00	EA	\$2,800.00	\$5,600.00	\$3,300.00	\$6,600.00	\$2,512.00	\$5,024.00
7	Open Cut Point Repair	2.00	EA	\$20,000.00	\$40,000.00	\$27,000.00	\$54,000.00	\$20,097.00	\$40,194.00
8	Protruding Taps	20.00	EA	\$275.00	\$5,500.00	\$185.00	\$3,700.00	\$202.00	\$4,040.00
9	Sewer Service Reconnections	329.00	EA	\$75.00	\$24,675.00	\$25.00	\$8,225.00	\$110.00	\$36,190.00
10	Citizen Notification	1.00	LS	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$500.00	\$500.00
11	Traffic Control	1.00	LS	\$65,000.00	\$65,000.00	\$60,000.00	\$60,000.00	\$103,222.00	\$103,222.00
12	Mobilization	1.00	LS	\$15,000.00	\$15,000.00	\$43,000.00	\$43,000.00	\$5,000.00	\$5,000.00
13	Minor Contract Revisions	25,000.00	EA	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00
BID TOTAL				\$1,286,986.00		\$1,582,868.00		\$1,261,241.00	

BID BOND

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

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the
accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the
construction of City of Arvada **Project No. 22-SR-02 Project Title: 2022 Trenchless Sewer Main Replacement..**
Bid # 22-UTS-033

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

NOW THEREFORE,

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

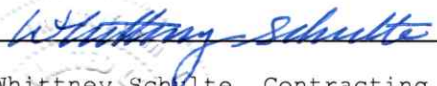
Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this
obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 19 day of
December, 2022, and such of them as are corporations have caused their corporate seals to be
hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

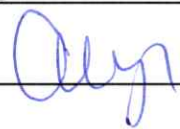
PRINCIPAL

Name: Insituform Technologies, LLC
580 Goddard Avenue
Address: Chesterfield, MO 63005

By: 
Whittney Schulte, Contracting &
Title: Attesting Officer

SURETY

Travelers Casualty and Surety Company
of America
One Tower Square, Hartford, CT 06183

By: 
Title: Andrew P. Thome, Attorney-in-Fact
Attorney-in-Fact:

(SEAL)

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

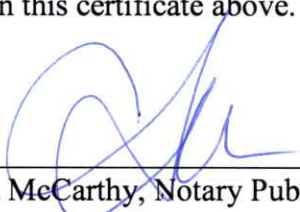
State of Missouri
County of St. Louis

On 12/19/2022 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

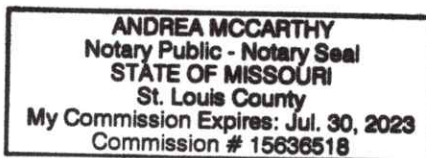
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Andrea McCarthy, Notary Public



My Commission Expires: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

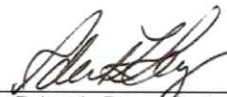
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANDREW P THOME** of **CHESTERFIELD**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

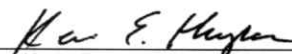
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19** day of **December**, **2022**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID PROPOSAL

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

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

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada **Project No. 22-SR-02. Project Title: 2022 Trenchless Sewer Main Replacement** within the time set forth therein and at the prices stated on the included Bid Schedule as totaled herein.

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

Bidder acknowledges receipt of **Addendum Nos. 1** Initials: LS

Bidder states that his:

Major Material Suppliers are:

Insituform Technologies
AOC, Inc.

Material They Will Supply

CIPP felt tube
CIPP Resin

Major Subcontractors are:

Integrity / Statewide
Guildner Pipeline Maintenance
Lucky Dog Contracting

Work They Will Perform

Traffic Control
CCTV Clean & Video Trenchless Point Repairs
Open Cut Point Repairs

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **150** calendar days after the date to be specified in the Notice to Proceed. The bidder shall agree to pay the owner the sum of \$2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ \$1,261,241.00

SUBMITTED BY:

Company Name: Insituform Technologies, LLC

Contact Names: Whittney Schulte, Contracting & Attesting Officer

Address: 580 Goddard Avenue, Chesterfield, MO 63005

Phone: (636) 530-8000 Email(s): WSchulte@Aegion.com

The undersigned hereby affirms that:

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

By: Whittney Schulte December 19, 2022 13-3032158
Signature of Authorized Agent Date FEIN

Whittney Schulte Contracting & Attesting Officer WSchulte@Aegion.com
Typed/Printed Name of Agent Title of Agent Agent email

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

2022 Trenchless Sewer Main Replacement

Project No. 22-SR-02



BID SCHEDULE

Contractor: Insituform Technologies, LLC

Address, City, Zip: 580 Goddard Ave, Chesterfield, MO 63005 Denver Office: 9654 Titan Court, Littleton, CO 80125

Telephone: 636-530-8064 Bid Prepared By: Whittney Schulte

Leanne Goodhue, Business Development Manager - 720-355-4135 Lgoodhue@aegion.com

M&P	ITEM	TOTAL Quantity	Unit	Unit Cost	Extension
PIPE					
1 SC-B-8	CIPP for 6" VCP	883.00	LF	\$33.00	\$29,139.00
SC-B-12	Sanitary Sewer Main				
2 SC-B-8	CIPP for 8" VCP	23,333.00	LF	\$30.00	\$699,990.00
SC-B-12	Sanitary Sewer Main				
3 SC-B-8	CIPP for 10" VCP	2,264.00	LF	\$40.00	\$90,560.00
SC-B-12	Sanitary Sewer Main				
4 SC-B-8	CIPP for 12" VCP	406.00	LF	\$67.00	\$27,202.00
SC-B-12	Sanitary Sewer Main				
5 SC-B-8	CIPP for 15" VCP	3,253.00	LF	\$60.00	\$195,180.00
SC-B-12	Sanitary Sewer Main				
INCIDENTALS					
5 SC-B-10	Trenchless Point Repair	2.00	EA	\$2,512.00	\$5,024.00
6 SC-B-11	Open Cut Point Repair	2.00	EA	\$20,097.00	\$40,194.00
7 SC-B-16	Protruding Taps	20.00	EA	\$202.00	\$4,040.00
8 SC-B-17	Sewer Service Reconnections	329.00	EA	\$110.00	\$36,190.00
PRORATA					
9 SC-C-2,3	Citizen Notification	1.00	LS	\$500.00	\$500.00
10 3. 46	Traffic Control	1.00	LS	\$103,222.00	\$103,222.00
SC-B-5					
11 3.49	Mobilization	1.00	LS	\$5,000.00	\$5,000.00
REVISIONS, ADDITIONS					
12 SC-A-2	Minor Contract Revisions	25,000.00	EA	\$1.00	\$25,000.00

TOTAL BID \$ 1,261,241.00

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

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

- ☒ Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule, and any other attachments requested.
- ☒ Submit implementation timeline and warranties, if applicable.
- ☒ Attach Contractor's Licensing, if applicable.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☒ Evidence of Minimum Contractor qualifications (see **SC-A-1** of Special Provisions)
- ☒ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 LG Dated 12-15-2022 #2 _____

REFERENCES:

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

Name: City of Thornton Contact Person: Kristin Schwartz

Address: 12450 Washington Street, Thornton, CO 80241

Telephone No: 720-977-6208 Email: kristin.schwartz@thorntonco.gov

Describe type of work/service performed or items supplied: 2021 SS Improvements #21-38A (Term year 2 of 5 year term)

21,800 LF 8" CIPP, CCTV Clean & Video, bypass pumping, traffic control

Name: South Adams County Water & Sanitation Contact Person: Christy Ritter, Project Engineer, Muller Engineering

Address: 6595 East 70th. Avenue, Commerce City, CO 80022

Telephone No: 720-808-4298 C Email: critter@mullereng.com

Describe type of work/service performed or items supplied: 2022 SACWSD WW System Rehabilitation

23,251 LF 8 & 2,630 10" CIPP, CCTV Clean & Video, bypass pumping, manhole rehabilitation, open cut point repairs, manhole construction

Name: City of Arvada Contact Person: Jennifer Ventura, E. I., Civil Engineer II

Address: 8101 Ralston Road, Arvada, CO 80001

Telephone No: 720-402-4515 C, 720-898-7814 O Email: jventura@arvada.org

Describe type of work/service performed or items supplied: 2021 CIPP Trenchless SS Main Project

649 LF 6", 29,440 LF 8", 2,805 LF 15", 35 LF 18" CIPP, CCTV Clean & Video, bypass pumping, open cut point repair

Insituform Technologies, LLC - 100,000 LF CIPP Lining Front Range Calendar Years, 2020, 2021, 2022

2022	Owner	Project Name	Original Contract Amount	Completion	CIPP LF	CIPP Diameter(s)
	South Adams County Water & Sanitation District	2022 SACWSD Wastewater System Rehabilitation	\$2,496,986.50	November, 2022	25,881	8", 10"
	City of Loveland	2022 Sewer Project #W22010G	\$793,147.00	March, 2022	11,752	8"
	South Arapahoe Sanitation Dist.	2022 SS CIP Program	\$545,032.00	December, 2022	13,208	8"
	City of Arvada	2021 CIPP Trenchless SS Main	\$1,254,449.00	February, 2022	32,929	6", 8", 10"
	Denver SE Suburban W & S	Pinery Water & Wastewater 2022	\$237,680	June, 2022	1,694	15", 21"
	Meadowbrook Fairview Metro Dist.	2021 Capital Imp Project	\$58,221	April, 2022	1,966	8"
	City & County of Denver	Lincoln Park North Contract #202057288	\$2,551,017.00	October, 2022	23,120	8", 10", 24", 33", 36", 39"
	City & County of Denver	2021 Preventive & Critical Lining	\$3,685,090.90	December, 2022	103,202	8", 10", 18", 21", 30"
					202,000	LF

2021	Owner	Project Name	Original Contract Amount	Completion	CIPP LF	CIPP Diameter(s)
	City & County of Denver	2019 Preventive & Critical Lining	\$3,241,654.00	June, 2021	60,983	8", 10", 12", 15", 24", 30"
	South Adams County W&S	2020 SACWSD WW System Rehab	\$2,271,937.00	February, 2021	29,567	6", 8", 10"
	Pueblo West Metro District	IFB 2020-WW-003	\$189,868.00	January, 2021	6,393	8"
	City of Lakewood	CIPP Program 2021 Renewal 2	\$208,648.00	March, 2021	6,380	8"
	Cherokee Metro W & S District	2021 CIPP Lining	\$173,900.00	March, 2021	5,243	8"
	City of Thornton	2021 SS Improvements Term	\$941,994.00	July, 2021	21,800	8"
	South Arapahoe Sanitation Dist	Capital Improvements 2021	\$314,079.00	December, 2021	9,234	8", 10"
					139,600	LF

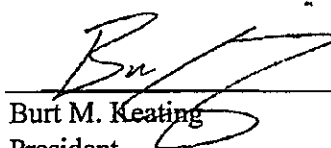
2020	Owner	Project Name	Original Contract Amount	Completion	CIPP LF	CIPP Diameter(s)
	Northwest Lakewood Sanitation Dist	2019 SS Improvements PJ# 17.0635.C.4	\$1,272,849.00	February, 2020	12,691	8", 10", 24"
	Town of Castle Rock	2019 CIPP Project	\$305,561.00	March, 2020	9,367	8", 15"
	City & County of Denver	35th & Lincoln Park	\$2,316,477.00	November, 2020	7,067	21", 30", 42", 48", 54"
	City of Littleton	2020 City Project 20-13	\$282,791.00	June, 2020	5,850	6", 8", 10"
	Cherokee Metro W & S District	2020 8" CIPP Lining Project	\$208,925.00	July, 2020	6,605	8", 10"
	Green Mountain W & S District	2020 Sanitary Sewer Rehabilitation	\$616,187.00	October, 2020	7,407	8", 10"
	City of Thornton	2020 SS Improvements #20-38A Term	\$493,722.00	October, 2020	8,914	8", 12", 15"
	City of Loveland	2020-53 CIPP Project	\$1,316,471.00	November, 2020	23,241	8", 10", 12"
	City & County of Denver	2019 Preventive & Critical Lining (Ruby Hill)	\$3,322,677.00	November, 2020	113,596	8", 10", 12", 24", 30"
					194,738	LF

INSITUFORM TECHNOLOGIES, LLC
PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whitney Schulte, Ursula Youngblood and Patrizia Sordillo are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: September 30, 2022



Burt M. Keating
President

Patrick Roberts, PE, CCM, PMP

Project Manager



Education:

Colorado State University, BS Civil Engineering 2002

Years of Industry Experience:

- 17 Years

Years of Similar Project Experience:

- 15 Years

Certifications:

- Registered Professional Engineer – CO #0047747
- Certified Construction Manager – CO #2635
- Project Management Professional #5610113
- National Association of Sewer Service Companies (NASSCO) – Pipeline Assessment Certification Program - Certified

Contact:

Patrick Roberts
9654 Titan Court
Littleton, CO 80125
303-478-9885
Proberts@aegion.com

OVERVIEW

Patrick Roberts has 15 years of field and operational experience with municipal sanitary sewer systems and CIPP installations and has served as Project Manager with Insituform for the past 1 ½ years. As an Engineer with several Denver based engineering firms, he managed duties and designed CIPP projects for 14 Metro Water and Sanitation Districts, making Patrick an ideal fit for the CIPP industry. In 2016, Patrick was awarded the Engineering News Record (ENR) - 2016 Top 20 under 40.

His specific duties and responsibilities include:

- Develop construction cost and work plan at pre-bid environment
- Plans, direct and manages all activities of assigned CIPP project for customer satisfaction, safety, quality, production, revenue and profit. Responsible for the project management system and tools from the time a project is acquired throughout the final payment of closed projects.
- Oversees four Field Engineers and one Construction Manager
- Schedules projects and coordinates with clients and other affected departments.
- Schedules and coordinates subcontractors
- Attends/organizes pre-bid, pre-construction, site specific, project progress, and closeout meetings
- Prepares and submits monthly billings and customer invoices
- Scheduling of projects and backlog management for Rocky Mountain Region

HIGHLIGHTS OF RELATED PROJECT EXPERIENCE

171097 - South Adams County W & S District, Commerce City, CO

23,187 LF 8", 2,630 LF 10", CCTV, bypass pumping, 746 VF of 48" diameter manhole rehabilitation, open cut point repairs, new manhole construction. \$2,496,986.50. Christy Ritter, Project Engineer, Muller Engineering 720-808-4298 critter@mullereng.com

171073 - City of Arvada 2021 CIPP Trenchless Main

649 LF 6", 29,440 LF 8", 2,805 LF 15", 35 LF 18" CIPP, CCTV clean & video, bypass pumping, traffic control. \$1,254,449.00 Jennifer Ventura, E.I., Civil Engineer 720-402-4515 jventura@arvada.org

171115 - South Arapahoe Sanitation District, 2022 CIP Program

13,208 LF 8" CIPP, CCTV clean & video, bypass pumping, point repairs, manhole rehabilitation. \$545,032.00 Jamie Overgaard, PE, Sr. PM 303-985-3636 jamieovergaard@kennedyjenks.com

Years of Industry Experience:

- 16 Years

Certifications:

- OSHA 10
- First Aid/CPR
- Confined Space Air Monitoring
- DOT
- Class A CDL License
- Forklift
- Trenching/Shoring
- Respiratory Protection
- Scaffolding
- PACP Certified

Contact:

Joe Sanchez
9654 Titan Court
Littleton, CO 80125
303-242-4900
Jsanchez971@aegion.com

OVERVIEW

Joe has 16 years of field and operational experience with cured in place (CIPP) installations at Insituform Technologies. His operational experience includes specializing in {small/medium/large} diameter Over-the-Hole (OTH) wetout and installation applications. Prior to becoming a Superintendent, Joe performed the roles of CCTV Van Operator and Foreman.

His specific duties and responsibilities include:

- Responsible for crew of six to seven field personnel
- Oversees and provides support for all CIPP installations of specific project
- Public Relations
- Record keeping of all field documents, including wet-out /cure reports and payroll
- Operation and maintenance of equipment used for CIPP installation
- Mobilization/demobilization for field crew
- Material orders and shipping coordination

HIGHLIGHTS OF RELATED PROJECT EXPERIENCE

171097 - South Adams County W & S District, Commerce City, CO

23,187 LF 8", 2,630 LF 10", CCTV, bypass pumping, 746 VF of 48" diameter manhole rehabilitation including infiltration mitigation, open cut point repairs, new manhole construction. \$2,496,986.50

Christy Ritter, Project Engineer, Muller Engineering 720-808-4298
critter@mullereng.com

171073 - City of Arvada 2021 CIPP Trenchless Main

649 LF 6", 29,440 LF 8", 2,805 LF 15", 35 LF 18" CIPP, CCTV clean & video, bypass pumping, traffic control. \$1,254,449.00 Jennifer Ventura, E.I., Civil Engineer 720-402-4515 jventura@arvada.org

171069 – City & County of Denver No. 202158902 2021 Preventive & Critical Lining Project

95,761 LF 8", 2,708 LF 10", 918 LF 18", 4,394 LF 21", 1,851 LF 30", CCTV clean & video, bypass pumping, traffic control \$3,685,090.90 Paula Stokes, Project Manager, 303-263-4127 c paula.stokes@denvergov.org



COMPETITIVE SEALED BID

BID #: 22-UTS-033

Title: 2022 Trenchless Sewer Main Replacement

CSB Issued: 11/30/2022

Bids Due By: **12/19//2022 2:00 pm – M.T.**

Questions Deadline: 12/12/2021 2:00 pm - M.T.
Submit Questions on BidnetDirect.com

Delivery Date: 150 calendar days after notice to proceed

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

Questions and submission documents must be uploaded to Bidnetdirect.com unless otherwise directed. Please submit as (1) PDF and your company name must start the uploaded file name. Late responses will not be considered for award.

For additional administrative information NOT related to the scope, contact: Cheryl Dye at cdye@arvada.org

Documents included in this BID:

Cover Page	page 1
Advertisement for Bidders	page 2
General Terms and Conditions	page 3
Special Terms and Conditions for Bidders	page 6
Insurance Requirements	page 8
Project Special Provisions	page 9
Submittal Forms to be Completed and Returned	
• Bid Bond (<u>a PICTURE of the Bond</u> or upload to BidnetDirect)	page 22
• Bid Proposal	page 23
• Bid Schedule	page 24
Submittal Checklist and References to be Completed and Returned	page 25
Preview of Documents if Awarded	page 26

ARVADA'S VISION MISSION AND VALUES

VISION: We dream big and deliver.

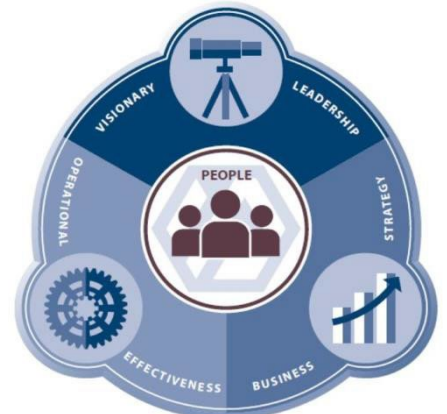
MISSION: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

VALUES:

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

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

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



ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, CSB #22-UTS-033

Project Title: 2022 Trenchless Sewer Main Replacement. Project No 22-SR-02

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

- www.bidnetdirect.com

No cost bid documents may be obtained at www.bidnetdirect.com on or after **November 30, 2022**

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK:

883 LF	CIPP for 6" VCP SEWER MAIN
23,333 LF	CIPP for 8" VCP SEWER MAIN
2264 LF	CIPP for 10" VCP SEWER MAIN
406 LF	CIPP for 12" VCP SEWER MAIN
3253 LF	CIPP for 15" VCP SEWER MAIN
327 EA	Service Reconnections

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

Bidders, subcontractors and suppliers must be familiar with the current City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, dated July 2022, which will be combined with the Bid Documents to form the Contract Documents for the Project. A copy of the Standards may be obtained from the office of the City Engineer upon a non-refundable payment of \$50.00. Holders will be notified when supplemental revisions and additions are available as they are adopted. The Standards are also available at no cost on the City's web site at www.arvada.org. Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.

Date: 11/30/22

CITY OF ARVADA



Jenny Wolfschlag
City Engineer
8101 Ralston Road
Arvada, Colorado 80002

GENERAL TERMS AND CONDITIONS

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

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

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

4. INDEMNIFICATION OF CITY.

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

(or)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS. Bids submitted electronically on the BidnetDirect.com web site only become available to the City of Arvada after the Bid closes.

Bidder shall assume full responsibility for timely upload of bid to the Bidnetdirect web site. The City reserves the right, where its best interest will be served, to accept or reject any conditional or qualified Bid.

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

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

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

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

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

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

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

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

9. CONTRACT DOCUMENTS. The Contract Documents consisting of the Bid Documents, which include the Advertisement for Bids, Information for Bidders, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum, Bid Bond, Bid Proposal, Bid Schedule, Vendor Submittal Form, Construction Drawings, Supplemental Specifications and the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", dated July 26, 2022 which include the Measurement and Payment specifications, and the attached Notice of Award form, Contract Agreement form, Performance and Payment Bond form, Notice to Proceed form, and Change Order form, when combined, contain the provisions required for the construction of the Project. Information obtained from an agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

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

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

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

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

14. MODIFICATION OR WITHDRAWAL OF BIDS BY CONTRACTOR.

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

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

15. REJECTION OF OFFERS BY CITY

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

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

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

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

Contractors are encouraged to consider the following method of payment.

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

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

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

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

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

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

22. PREPARATION AND SUBMISSION.

Bids will be prepared as follow:

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

INSURANCE REQUIREMENTS

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

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

Additional Insurance Requirements:

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

SPECIAL PROVISIONS

City of Arvada, Project Title: 2022 Trenchless Sewer Main Replacement. Project No. 22-UTS-033.

Conditions peculiar, but essential, to the successful performance and acceptance of the work on this project are itemized below. As such, they shall take precedence over the City of Arvada Engineering Code of Standards and Specifications, 2022 Edition.

A. GENERAL CONSIDERATIONS

- SC-A-1** **MINIMUM REQUIRED QUALIFICATIONS:** Evidence of these qualifications must be submitted.
1. Successful installation of 100,000 lineal feet or more of CIPP lining in the Front Range of Colorado in each of the last three calendar years. Front Range of Colorado is defined as Fort Collins to Pueblo.
 2. All references must be from Colorado entities. At least three references must be on projects for the proposed project manager. At least two references must be on projects for the proposed superintendent.
 3. Resumes for the proposed superintendent and project manager must be provided.
- SC-A-2** **CONTRACT TIME AND LIQUIDATED DAMAGES:** This project is to be completed, including cleanup, within 150 consecutive calendar days after the date to be specified in the Notice to Proceed, unless the contract time is adjusted by change order. The Contractor shall agree to pay to the Owner, as liquidated damages, the sum as identified in the Engineering Code of Standards and Specifications section 1121.07 Time for Completion and Liquidated Damages, for each consecutive calendar day that the work exceeds the allotted contract time.
- SC-A-3** **MEASUREMENT AND PAYMENT:** Measurement of the work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Payment Section of the Contract Documents or as hereinafter stated in the Special Conditions.
- SC-A-4** **NON CONFORMITY OF MATERIAL OR FINISHED PRODUCT:** Materials not in conformance with contract requirements or these Standards and Specifications shall be considered defective and shall be rejected. Rejected materials shall be removed from the work site, and Contractor shall be required to replace and/or repair materials to meet the Contract Documents.
- SC-A-5** **TAXES:** The City of Arvada is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the Contract Price.
- SC-A-6** **OSHA REQUIREMENTS:** Observing the rules and regulations required by the Occupational Health and Safety Administration (OSHA) is the responsibility of the Contractor on this project.
- SC-A-7** **WORKING HOURS:** There shall be no construction during City observed holidays. Arvada observed holidays generally include: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.
- All work to be completed on the project shall be performed during regular working hours, 7:00 a.m. until 7:00 p.m. Monday through Friday. Work hours on arterials and collector streets are from 8:30 a.m. to 3:30 p.m. There shall be no construction between 7:00 p.m. and 7:00 a.m. unless it is an emergency or is authorized by the City Manager.
- The Contractor shall submit a written request to the Project Engineer to perform overtime work outside of allowable working hours. Requests for work outside regular working hours shall be received a minimum of three working days prior to the proposed date of the work. The Project Engineer will complete the necessary reviews and obtain the appropriate approvals to comply with Arvada Municipal Code.
- SC-A-8** **MINOR CONTRACT REVISIONS:** Miscellaneous modifications in the work, ordered by the Project Engineer in the form of a field order, will be considered a minor contract revision. Payment for accepted work performed under this pay item "Minor Contract Revision" will be made in accordance with the Engineering Code of Standards and Specifications sections 1121.05 Changes in Contract Price and 1121.06 Changes in Contract Time of the Arvada Engineering Code of Standards and Specifications. If the contractor feels that a field order issued by the Engineer entitles the contractor to a change in the total contract price or time, or both, (i.e. the contractor feels that the field order involves costs over and above the amount available in the Minor Contract Revisions bid item) then the Contractor shall notify the Engineer, in writing, within 15 days after receipt of the field order. The Contractor shall not execute any such field order changes ordered by the Engineer pending

the receipt of a written Change Order document executed either by the City Manager or Mayor authorizing an increase in the total contract price. Any such work completed by the contractor prior to receipt of an executed Change Order will be at the contractor's risk and be subject to removal by the contractor should a Change Order not be approved and executed by the City Manager or Mayor for such work.

- SC-A-9** **FIELD ORDERS:** An authorized representative of the contractor shall acknowledge receipt of field orders by promptly signing all written field orders delivered to the job site. Verbal field orders given by the Engineer will be recorded in writing in the municipal inspector's daily report that is to be signed by the contractor's authorized representative.
- SC-A-10** **PROJECT STATUS MEETINGS:** Project status meetings will be held as necessary for scheduling, communication, and problem solving throughout the duration of the project. Contractor shall ensure that the project manager, superintendent or foreman is present and prepared to furnish the City with the schedule of work operations at each of these meetings as requested by the Engineer throughout the project.
- SC-A-11** **CHANGE OF METHOD:** Any cost due to a change in construction method will be the responsibility of the contractor.
- SC-A-12** **INSPECTION OF PIPELINE:** The contractor is responsible for being knowledgeable of the existing pipe condition prior to submitting a bid and initiating construction. The contractor may view available video of the pipe at the City's Wastewater Shops, 5555 West 56th Avenue. Call 720-898-7770 to coordinate a viewing schedule.
- SC-A-13** **CONSTRUCTION WATER:** All construction water will be provided by the City free of charge through existing City owned fire hydrants. Contractor will be required to obtain a hydrant meter from the City Utilities division which will require a \$2,000 refundable meter deposit upon return of the meter in acceptable working condition.
- SC-A-14** **STORMWATER CONSTRUCTION PERMIT:** As a subsidiary obligation of the contract, the Contractor shall obtain a Stormwater Construction Permit from the Colorado Department of Public Health and Environment, Water Quality Control Division, Permit Enforcement Section, prior to clearing, grading, or excavating a site of one (1) acre or more. A copy of the approved permit must be submitted to the City of Arvada Engineering Division prior to the start of clearing, grading or excavating of the site. A copy of the approved permit must also be available on the project site at all times during construction. Contractor shall also obtain a Colorado state Construction Dewatering Discharge Permit from the Colorado Department of Public Health and Environment for all areas where trench dewatering is required and water is discharged into a storm sewer, channel, irrigation ditch or any waters of the United States. A copy of the approved permit must be submitted to the Engineer prior to the start of any dewatering. A copy of the approved permit must also be available on the project site at all times during construction.

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

- SC-A-15** **APPROVED METHODS:** All bidders on this project must construct the CIPP and any manhole rehabilitation and coating with a process that has been approved by the City Engineer prior to bid opening. All approved methods must meet the specifications in the City of Arvada *Engineering Code of Standards and Specifications* and these Special Conditions. Any proposed deviations from the specifications must be submitted in writing for approval at least seven (7) calendar days prior to the bid opening. Any and all departures from the specifications must be pointed out and shown on the material submitted.

The approval of other processes as equal to that specified will only be made in writing in the form of an Addendum issued by the City Engineer.

If an alternate process is approved, the contractor shall accept the responsibility for the performance of the installation and if it does not meet the intent or standard of the specified process/installer the City reserves the right to have the installation removed and reinstalled or corrected at the Contractor's expense.

Glass Reinforced Plastic (GRP) cured in place thermosetting resin pipe supplied and installed in accordance with ASTM F2019 that is cured with ultraviolet light will be considered an acceptable alternative process for the work on this project.

SC-A-16 **OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENTS ALLOWED):** The City shall have the option to renew the contract for an additional four (4) one year periods; provided, however, that the Bidder provided satisfactory performance during the previous contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the Bidder and will be exercised only when such continuation is clearly in the best interest of the City.

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

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

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

B. CONSTRUCTION CONSIDERATIONS

SC-B-1 **LOCATIONS AND PRIORITIES:** The City reserves the right to add, delete, or modify construction locations, priority order and portions of the work without change in the contract agreement prices, 1121.05 Changes in Contract Price of the Arvada Engineering Code of Standards and Specifications.

SC-B-2 **PRE-CONSTRUCTION AND SCHEDULING:** A pre-construction meeting will be scheduled prior to the start of work. Attendance by the contractor's project manager and/or construction superintendent will be required. A construction schedule shall be submitted by the contractor to the project engineer at least three (3) days prior to the pre-construction meeting. The schedule shall be in bar chart form and shall at a minimum indicate the start and completion dates of work at each construction location. The contractor shall also provide the City with an after-hours emergency contact phone number at the pre-construction meeting.

SC-B-3 **MINIMIZING WORK ZONE DAMAGES:** During all phases of construction including cleanup, contractor shall operate all equipment and utilize personnel so as to minimize or prevent damages to public or private property. Contractor shall limit operation of heavy equipment to safe prudent speeds and minimize operation of equipment over concrete sidewalks, curbs and gutters. Contractors shall also conduct operations to avoid dings, nicks, gouges, scrapes, etc., on streets and concrete curb, gutter and sidewalks as well as other facilities in the construction area. Should contractors' operations cause damages, contractor shall be fully responsible for repairs at no cost to the City.

All public or private property damaged during the construction process must be repaired within two weeks of street and right-of-way clean-up. Should repair items not be completed within two weeks, city may initiate and complete the repair work; deducting costs to complete the work from total contract.

SC-B-4 **LIMITATION ON CONSTRUCTION ZONE:** Unless otherwise permitted by the Engineer, installation of the CIPP shall be completed such that no more than two segments of pipe are under construction at any one time. A segment of pipe is defined as the length of pipe between two consecutive manholes. Construction shall include, but not be limited to, inversion and curing of the CIPP and/or any construction that requires sanitary sewer service interruptions.

SC-B-5 **TRAFFIC CONTROL AND STREET RESTRICTIONS:** Traffic control methods shall conform to Arvada Engineering Code of Standards and Specifications and the FHA Manual for Uniform Traffic Control Devices and Colorado Supplement thereto. When working in State Highway right-of-way, traffic control methods shall meet the requirements of the Colorado Department of Transportation (CDOT). Contractor's traffic control plan is subject to CDOT approval prior to commencing work on State Highway right-of-way. No hand painted traffic control devices will be permitted. After award of the contract and prior to the start of construction, contractor shall submit two copies of the traffic control plans for approval encompassing all locations of the project. The contractor shall modify the installation to meet requirements of the City of Arvada Traffic Department, if so required.

The contractor shall notify the Arvada Traffic Division of all closures, either partial or complete, of any public street, road, highway or alley per Section 149.00 Traffic Control, Barricades and Warning Signs of Arvada's Engineering Code of Standards and Specifications. Notification shall be made a minimum of 24 hours in advance of the actual closure; except on commercial, parkway, and collector streets, where a minimum three (3) day advance notice will be required. All streets in the project will be considered for closure to thru traffic (local traffic only allowed) except for the following:

1. Ward Road – Arterial
2. W. 64th Avenue - Arterial
3. W. 58th Avenue – Arterial/Collector
4. Simms Street – Collector
5. Ralston Road – Arterial
6. Oak Street – Collector
7. Miller Street – Collector
8. Independence Street – Collector
9. Kipling Parkway – Arterial
10. W. 60th Avenue – Collector
11. W. 66th Avenue – Collector
12. Oberon Road – Collector
13. Wadsworth Boulevard – Arterial
14. W. 72nd Avenue – Arterial

The above streets are classified as arterial and collector streets. All other streets in the project are classified as local streets. Work hours shall be as outlined below.

MEASUREMENT: The traffic control shall be a lump sum item for all aspects of the traffic control plan. Payment for traffic control shall be full compensation for the traffic control and labor, equipment and materials required to implement the traffic control plan.

PAYMENT: Prorated payment of the contract amount bid for traffic control will be made monthly. The percentage paid shall be equal to the percentage of the total contract dollar amount completed that month. In no case shall payment be more than 100% of the amount bid for Traffic Control.

SC-B-6 **STREET CLOSURE RESTRICTIONS:** Working hours for arterials, collectors, and local streets shall be as listed in section SC-A-7. If contractor violates these working time limitations without prior authorization from the Engineer, Engineer may give written notice to stop work on the project at the beginning of the next day's work and work may not resume until contractor provides written explanation for the violation and assurance to the City that there will not be a reoccurrence of the violation. If subsequent working time violations occur, Engineer will notify contractor in writing that there will be a price reduction for each incidence of unauthorized violation in accordance with this specification. Price reduction will not be imposed where changed contract conditions are encountered during the specific period or the violation in question was a result of circumstances beyond contractor or subcontractor's control. The price reduction will not constitute a penalty but will be considered a failure to perform traffic control in accordance with the contract.

An incident is any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered an incident. A price reduction will be assessed for each successive or cumulative 30 minute period in violation of the working time limitations, as determined by the Engineer. The price reduction for each incident will increase at a progressive rate starting with \$150 for the second incident and increasing to \$600 for the fourth and subsequent incidents in accordance with the following schedule. A 15 minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. The 15 minute grace period applies only to the second incident. The number of incident charges will be accumulative throughout the duration of the contract.

PRICE REDUCTION SCHEDULE

<u>INCIDENT</u>	<u>INCIDENT RATE</u>	<u>TOTAL PRICE REDUCTION</u>
1 st	Notice to Stop Work	\$0
2 nd	\$150	\$150
3 rd	\$300	\$450
4 th	\$600	\$1,050
5 th	\$600	\$1,650
6 th	\$600	\$2,250
ETC.	\$600	\$2,850
	ETC.	ETC.

SC-B-7 **PROTECTION AND RESTORATION OF EXISTING LANDSCAPING:** The contractor shall protect or remove and replace, all shrubs, decorative rock, sod, underground sprinklers, signs, landscaping, fences or other private or public improvements within or adjacent to the project area. Disturbed areas shall be restored to condition equal to or better than that which existed prior to construction. All sod shall be new unless approved by the municipal inspector to re-use existing sod.

If branches of trees or shrubs will be in the path of the proposed construction, as verified by the municipal inspector prior to construction, the contractor shall prune these branches under the supervision of the City Forester.

Also, if tree or shrub roots are exposed in the construction area, the contractor shall saw cut the roots within 24 hours after the roots are exposed. The contractor shall not cut the roots with the backhoe. If the roots are improperly cut or exposed longer than 24 hours, then the tree or shrub will be considered as damaged and the contractor will be responsible for replacement at his cost.

PAYMENT: No separate payment will be made for protection and/or restoration of existing sod, decorative rock, shrubs, trees, landscaping, underground sprinklers, fences, signs and other private or public improvements in the project. This work shall be considered as subsidiary to the cost of sewer main rehabilitation (CIPP).

SC-B-8 **TRENCHLESS REHABILITATION:** Rehabilitation of the sanitary sewer mains at the locations as shown on the Project Drawings shall be completed using a City of Arvada approved CIPP process as described in the section SC-B-X of these Special Conditions. Slip lining will not be allowed. Glass Reinforced Plastic (GRP) cured in place thermosetting resin pipe supplied and installed in accordance with ASTM F2019 that is cured with ultraviolet light will be considered an acceptable alternative process for the work on this project.

Costs for this work shall include cleaning any existing root intrusion or other dirt or debris inside the pipe prior to the installation of the CIPP. All 8" felt CIPP liner shall be minimum 0.21" wall thickness or in accordance with ASTM F1216, Appendix X.1, whichever results in a greater wall thickness. The minimum Modulus of Elasticity of the felt CIPP liner per ASTM F1216 shall be 250,000 psi. CIPP shall be designed assuming no bonding to the original pipe wall. All CIPP shall be designed assuming a fully deteriorated condition of the existing pipe.

For UV cured glass reinforced plastic liner only:

All UV cured-in-place glass reinforced plastic lining products shall comply with ASTM F2019 or intent thereof as determined by the Engineer, minimum finished liner thickness 3 mm and maximum of 6 mm up to 15 inch diameter (M liner). Wall thicknesses shall be a minimum of 3 mm to a maximum of 10 mm from 18 inch to 33 inch diameter (S liner) (except for services).

The Contractor shall furnish a general purpose, polyester or vinyl ester UV Curing resin and catalyst system compatible with the Ultra Violet Light Curing process that provides cured physical strengths specified herein.

Liner material shall be manufactured with resins pre impregnated within the liner to eliminate the possibility of air bubbles and voids.

The reconstruction tube will be vacuum impregnated with UV Curing Resins in the manufacturing facility prior to installation. The Contractor shall allow the Owner to inspect the materials before installation.

The Pre Impregnated UV Light Fiberglass Liner shall be inserted through the existing manhole or other approved access by means of a pull in place process by means of a winch in which will fully extend it to the next designated manhole or termination point. The Fiberglass Liner shall be inflated in place slightly with air to the manufacturer's specification for installing the UV Chain. The Ultra Violet Light Chain, with built in safety air loss shut off sensors, as provided by the ProKasro UV light chain, Shall then be installed into the liner and the gates are then to be closed. The Fiberglass liner will then be inspected with a camera mounted on the UV Chain as it is pulled to the end of the liner. After inspection and complete inflation to manufacturer's specifications, the UV light bulbs will be turned on. The curing will commence at a rate specified by the manufacturer according to the total dimensions of the size of the liner.

As the liner is curing the UV Curing System shall record all curing data in DVD format for the viewing of the City.

Initial cure shall be deemed to be complete when the UV Chain arrives at the initial entry point of insertion.

The Contractor shall apply a hydrophilic seal at the terminus of each segment. The seal shall be of a material compatible with the CIPP material.

SC-B-9 DEWATERING AND BYPASSING SEWAGE: The contractor shall furnish and set up all equipment, labor and materials to properly handle and divert sewage flow for the purpose of sewer main rehabilitation. The pumps and bypass lines shall be of adequate capacity and size to handle all flows. The contractor shall handle all sewage necessary to bypass or otherwise cause sewage flow to be harmless to the work and adjoining public and private property. Raw sewage shall not be allowed to contaminate groundwater. The contractor shall provide all energy required for power equipment; temporary installation of bypass pipes under the pavement of cross streets as may be required for traffic; repaving of cross streets after removal of temporary bypass pipes; and all other related labor, equipment and materials required to bypass sewage until completion of the sewer rehabilitation and manhole replacement process in accordance with these specifications and bid documents.

Bypassed sewage shall only be discharged into a downstream sanitary sewer manhole.

Diversion of sewage or groundwater by means of diesel or gasoline pumps will only be allowed during daylight hours. No pumps, except City approved electrical pumps are to be operated at night.

If sewage backup occurs and enters residences or buildings, the Contractor shall be responsible for clean-up, repair, property damage, cost and claims.

If trench dewatering is required to rehabilitate the sewer main, a Colorado State Construction Dewatering Discharge Permit will be required if water is discharged into a storm sewer, channel, irrigation ditch or any waters of the United States. Contractor shall be responsible for obtaining a dewatering permit from Colorado Department of Health (CDOH) if required by CDOH before construction begins.

MEASUREMENT AND PAYMENT: No separate measurement or payment will be made for dewatering, bypassing sewage or obtaining a state Construction Dewatering Discharge Permit. This shall be considered subsidiary to the cost of sewer main rehabilitation and shall not be a separate pay item.

SC-B-10 **TRENCHLESS POINT REPAIRS:** The measurement for payment of this item will be the actual number of trenchless point repairs required in locations where the existing pipe is fully deteriorated, damaged or blocked and where rehabilitation by installation of the CIPP cannot be completed without first performing a trenchless point repair. Only those sections authorized by the Engineer shall be repaired and measured for payment.

Prior to starting this work, contractor shall submit in writing the exact method he proposes to employ. Such submittal shall be approved by the Engineer prior to commencement of this item of work. In addition, samples of materials for this item may be required to be submitted for approval by the Engineer prior to starting this work. The contractor shall have previously employed the method he intends to use or a similar method of trenchless point repair and provide documentation of previous successful repair installations.

MEASUREMENT AND PAYMENT: The unit price bid for each trenchless point repair shall include, but not be limited to, inspection of the fully deteriorated pipe by means of closed circuit television, removal of all foreign material from the sewer pipe wall, remote expansion and restoration of the existing deformed pipe to its original circular shape and diameter, installation of a supporting sleeve or other structural means to maintain roundness of the pipe and all other related labor, equipment and materials required to complete this item in accordance with these specifications and bid documents.

If it is deemed necessary by the Engineer that a manhole or other structure should be repaired, removed or replaced, a cost will be negotiated for the repair or removal and replacement and a field or change order will be issued.

SC-B-11 **OPEN CUT POINT REPAIRS:** The measurement for payment of this item will be the actual number of point repairs required in locations where the existing pipe is fully deteriorated, damaged or blocked and where rehabilitation by installation of CIPP cannot be completed. Each point repair shall be measured on the basis of a maximum installation of 10 feet of pipe. Pipe installed in excess of this amount shall be prorated to compensate for the extra length of pipe. Only those sections authorized by the Engineer shall be open cut repaired and measured for payment.

MEASUREMENT AND PAYMENT: The unit price bid for each open cut point repair shall include, but not be limited to, excavation, removal of existing features including concrete, curb, gutter, sidewalk, fences, landscaping, asphalt paving, removal and disposal of the existing damaged pipe, utility relocations, replacement and installation of pipe using SDR 35 PVC and appropriate couplers, pipe bedding, backfill, select backfill, replacement of asphalt paving, pavement striping and markings, concrete, curb, gutter, sidewalk, landscaping, fences or other features that are removed or damaged by this construction, and all other related labor, equipment and materials required to complete this item in accordance with these specifications and bid documents.

SC-B-12 **CURED IN PLACE PIPE (CIPP):** CIPP rehabilitation of pipelines and conduits shall be the installation of a resin-impregnated flexible tube which is inverted into the original conduit by use of a hydrostatic head. The resin is cured by circulating hot water or steam within the tube. When cured, the finished pipe (CIPP) will be continuous and tight fitting.

The work shall consist of cleaning, TV inspecting, and preparing the sewer, by-pass pumping as required, installing and curing the resin-impregnated tube, testing the installed CIPP, and reconnecting all live service lines.

The work shall consist of furnishing all labor, material, tools, equipment, and incidentals necessary to complete the project.

MATERIAL:

1. **Tube:** The tube material shall meet the requirements of ASTM F-1216, Section 5.1 and ASTM D-5813. The tube shall have a uniform thickness that when compressed at installation pressures will equal the specified nominal tube thickness. The tube shall be fabricated to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. The outside layer of the tube (before inversion) shall be translucent plastic coated with a flexible material that clearly allows inspection of the resin impregnation (wet-out) procedure. The plastic coating shall not be subject to de-lamination after curing of the

CIPP. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No materials shall be included in the tube that is subject to delamination of the cured CIPP. The wall color of the interior pipe surface of the CIPP after installation shall be white or light brown so that a clear detail examination with closed circuit television inspection equipment may be made.

2. **Resin:** The resin system shall meet the requirements of ASTM F-1216 and ASTM D-5813. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with an additional 5% to 10% allowance for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used to uniformly distribute the resin throughout the tube.

STRUCTURAL REQUIREMENTS: The CIPP shall be designed in accordance with ASTM F-1216, Appendix XI. The design shall assume no bonding to the original pipe wall. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers cleanly with a pointed probe; nor shall separation of the layers occur during testing as required by this specification. The CIPP shall conform to the minimum structural properties as listed in Table 1 of ASTM F1216 and requirements of ASTM D-5813. The cured pipe material (CIPP) shall conform to the minimum structural standards, as listed below:

- Flexural Stress (ASTM D-790) 4,500 psi
- Modulus of Elasticity (ASTM D-790) 250,000 psi
- Chemical Resistance (ASTM D-453) loss not to exceed values for required strength

The Proposer shall determine the actual lengths of the material needed by field verification.

MEASUREMENT AND PAYMENT: The unit price bid per linear foot for this item shall include, but not be limited to, furnishing and setting up all equipment, labor and materials necessary for the construction process; furnish water and energy required for the pipe process; furnish and apply thermal setting resin and impregnating the CIPP pipe material; curing and trimming; testing and laboratory costs; inspection of pipelines and videotaping (before and after CIPP installation) and sewer line cleaning as referenced in other sections of these specifications; and all other related and necessary labor, equipment and materials required to complete this item in accordance with these specifications, the City of Arvada *Engineering Code of Standards and Specifications* and these bid documents.

SC-B-13 INSPECTION AND TESTING: CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM standard. The results shall be submitted to the Owner.

Wall thickness of samples shall be determined as described in Paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 95% of the minimum design wall thickness as calculated in paragraph 5.6 of ASTM F1743.

If the deviation in thickness of the finished CIPP is less than 5%, no adjustment in payment will be made. If the deviation in thickness is measured to be between 5% and 10%, a 10% reduction in the CIPP unit cost will be applied. If the deviation in thickness is greater than 10% the entire run will be rejected and the line segment shall either be relined or replaced at the contractor's cost at the discretion of the Engineer.

SC-B-14 SEWER LINE CLEANING: No separate measurement or payment shall be made for sewer line cleaning of lines to be rehabilitated using trenchless technology but shall be considered a part of the unit price bid per linear foot of CIPP installed.

Sewer line cleaning shall include, but not be limited to, furnishing and setting up all the equipment and labor necessary to clean the sewer to be rehabilitated; to furnish water for jetting; furnish energy required for de-rooting equipment; and other power cleaning machines' removal of all foreign material from the sewer pipe walls that will prevent the proper installation of the CIPP; transporting sediment for proper disposal; payment of any and all landfill fees; and all other related labor, equipment and materials required to complete this item in accordance with these specifications and bid documents. If hazardous materials are encountered during the sewer line cleaning and testing, a cost will be negotiated for handling of these materials, and a field order or change order will be issued.

SC-B-15 **INSPECTION OF PIPE LINES AND VIDEOTAPING:** No separate measurement or payment shall be made for pre and post construction inspection and videotaping of pipelines to be restored using trenchless technology but shall be considered a part of the unit price bid per lineal foot of CIPP installed. Post construction videos shall be submitted weekly showing the segments completed the previous week.

Inspection of pipelines and videotaping both prior to and after installation of the CIPP shall include, but not be limited to, furnishing and setting up all equipment and labor necessary to inspect the sewer to be rehabilitated by closed circuit television, record on video tape the TV inspections; determine, identify and locate live sewer taps; determine extended sewer taps that require trimming; locate and identify structural deficient pipe sections that may be considered for point repairs; supply energy required for all equipment and all other related labor, equipment and materials required to complete this item in accordance with these specifications and bid documents. The video camera rate of travel shall not exceed 30 feet per minute.

Leakage testing of the CIPP shall be accomplished during cure while under positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method of an acceptable low pressure air or water exfiltration test at 4 to 5 psi above the groundwater pressure.

SC-B-16 **PROTRUDING TAPS:** The measurement and payment of this item will be the actual number of existing sanitary sewer service taps that are protruding in the existing sanitary sewer main and require cutting in order to properly install the CIPP. These taps shall be verified by the Engineer by inspection of the video tape prior to cutting.

The unit price bid shall include, but not be limited to, furnishing and setting up all equipment, labor and materials necessary for locating the existing protruding sanitary sewer service taps, cutting the protruding tap, removal and disposal of all debris, and all other related and necessary labor, equipment and materials required to complete this item in accordance with these specifications and bid documents.

SC-B-17 **SEWER SERVICE RECONNECTIONS:** The measurement and payment of this item will be the actual number of sanitary sewer service taps to be cut and reactivated as determined to be active per the video tape inspection.

The unit price bid shall include, but not be limited to, furnishing and setting up all equipment, labor and materials necessary for locating and reactivating existing active sanitary services, cutting the CIPP to reactivate the sewer service connections, removal and disposal of all debris and all other related and necessary labor, equipment and materials required to complete this item in accordance with these specifications and bid documents.

No service connection shall remain out of service for more than 12 hours at a time unless the contractor, at his expense, has provided temporary facilities or hotel accommodations for the affected citizens.

In no event shall the contractor cut and reactivate a dry service tap unless receiving prior approval by the Engineer. It will be the responsibility of the contractor, by dye test or whatever other means he deems appropriate, to determine if the service tap is active or not. Such determination shall be considered subsidiary to this item of work and no separate payment shall be made.

Any damage to the liner or lateral while reinstating services will be repaired by a hat or injection sealing method, no grouting will be allowed and no separate payment shall be made for such repair.

SC-B-18 **ACCESS TO MANHOLES:** Under certain circumstances, it may be necessary for the contractor to remove and replace obstructions in order to gain access to a manhole. Prior to any construction, the contractor shall be responsible for discussing and obtaining permission from the appropriate property owners for gaining access to a manhole and for any obstruction removals and replacements that may be necessary on the property. Obstruction removals and replacements may include, but not be limited to, removing and replacing landscaping, sod, decorative rock and fences. The contractor shall replace an obstruction to existing or better conditions, unless otherwise approved by the property owner, in writing. Costs for gaining access to manholes and removing and replacing any obstructions shall be considered a subsidiary obligation of the contract and no separate payment shall be made.

C. OBLIGATIONS TO PUBLIC

SC-C-1 **DRIVEWAY ACCESS:** Contractor shall coordinate the work and minimize inconveniences to citizens and affected property owners. Residents shall be notified by the contractor 24 hours prior to the time that access must be denied to their driveway or when driveway will be blocked for any period of time. Residents shall be provided access to their driveways between 5:00 pm and 7:30 am, and at all times on weekends or holidays or when work is not occurring.

SC-C-2 **SERVICE INTERRUPTION:** The contractor shall notify all parties that will be affected, a minimum of twenty-four (24) hours prior to the time he will disconnect or interrupt known sewer or water service or immediately upon the interruption of a service not shown on the plans. All services interrupted or damaged shall be immediately repaired and service restored. No services shall be left inoperative overnight.

The City of Arvada Utilities Division will operate all existing water valves, hydrants, blowoffs, and curb stops. No valve or other control on the existing water system shall be operated for any purpose by the contractor. The contractor shall advise all water customers prior to interrupting flows, so they may make provisions to store sufficient water for their interim needs. Service termination periods shall not exceed four (4) hours. Interruption of water service shall be limited to the hours between 8:30 am and 3:00 pm unless prior approval is received from the Engineer.

SC-C-3 **NOTIFICATION OF ADJACENT PROPERTY OWNERS AND MANAGERS:** The contractor shall notify property managers, owners, tenants, or responsible parties that work or dwell in buildings adjacent to the construction site, in writing, not less than seven days prior to construction of the impending construction activity.

The contractor shall prepare a written notification describing the method, location and likely duration of construction. It shall also include both a phone number where a representative of the contractor can be reached during normal business hours and the name and telephone number of City's project engineer and municipal inspector. The written notice shall be approved by the project engineer prior to distribution. Distribution shall be coordinated with the City's municipal inspector.

Contractor shall also provide written notification to residents 24 hours prior to the start of construction on each street and also notify residents once individual sewer service laterals are reinstated. The contractor shall also notify residents as necessary should the construction schedule change due to unforeseen circumstances.

PAYMENT: Prorated payment of the contract amount bid for citizen notification will be made monthly. The percentage paid shall be equal to the percentage of total contract dollar amount completed that month. In no case will payment be more than 100% of the amount bid for Citizen Notification.

BID BOND

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

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the
accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the
construction of City of Arvada **Project No. 22-SR-02 Project Title: 2022 Trenchless Sewer Main Replacement..**

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

NOW THEREFORE,

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this _____ day of
_____, 2022, and such of them as are corporations have caused their corporate seals to be
hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

Name: _____

Address: _____

By: _____

Title: _____

SURETY

By: _____

Title: _____

Attorney-in-Fact:

(SEAL)

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

BID PROPOSAL

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

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

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada **Project No. 22-SR-02. Project Title: 2022 Trenchless Sewer Main Replacement** within the time set forth therein and at the prices stated on the included Bid Schedule as totaled herein.

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

Bidder acknowledges receipt of **Addendum Nos.** Initials: _____

Bidder states that his:

Major Material Suppliers are:

Material They Will Supply

Major Subcontractors are:

Work They Will Perform

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **150** calendar days after the date to be specified in the Notice to Proceed. The bidder shall agree to pay the owner the sum of \$2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule:

TOTAL BID \$ _____

SUBMITTED BY:

Company Name: _____

Contact Names: _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

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

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent

Title of Agent

Agent email

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

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

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

- ┘ Submit completed City Submittal Forms including this sheet, Bid Bond, Bid Proposal, Bid Schedule, and any other attachments requested.
- ┘ Submit implementation timeline and warranties, if applicable.
- ┘ Attach Contractor's Licensing, if applicable.
- ┘ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ┘ Evidence of Minimum Contractor qualifications (see **SC-A-1** of Special Provisions)
- ┘ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 _____ #2 _____

REFERENCES:

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

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

PERFORMANCE AND PAYMENT BOND

Bond No. _____

(Firm) _____

(Address) _____

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

(Firm) _____

(Address) _____

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

THE CONDITION OF THIS OBLIGATION are such that the Principal entered into a certain Contract with the City, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada **Project No. 22-SR-02 Projec. Title: 2022 Trenchless Sewer Main Replacement.**

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2022.

IN PRESENCE OF:

PRINCIPAL _____

By _____

Address _____

(Corporate Seal)

OTHER PARTNERS

(Surety Seal)

SURETY _____

Attorney _____ in _____ Fact _____

Address _____

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

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

NOTICE OF AWARD

_____, 2022

Company
Address
City, State Zip

RE: Project No. 22-SR-02. Project Title: 2022 Trenchless Sewer Main Replacement.

Dear Representative of _____:

The City of Arvada, Colorado (hereinafter called "City") has considered the Bid Proposals submitted for referenced work in response to its Advertisement for Bids dated November 28, 2022 and Information for Bidders.

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

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

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

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

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

Engineer. CITY OF ARVADA, COLORADO

Jenny Wolfschlag, P.E.
City Engineer

BIDDER

Insituform Technologies, LLC

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

This _____ day of _____, 2022.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: CSB 22-UTL-033 - 2022 Trenchless Sewer Main Replacement. Project No. 22-SR-02

Dear Representative of _____:

You are hereby notified to commence work on referenced Project, in accordance with the Contract dated _____ on or before _____, and you are to complete the Work, including cleanup within 150 calendar days thereafter. The date of completion of all Work is therefore _____.

CITY OF ARVADA, COLORADO

City Engineer

BIDDER

Receipt of this Notice to Proceed is hereby acknowledged this _____ day of _____, 20____.

Company

By: _____

Title: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND

FOR _____
IN AN AMOUNT NOT TO EXCEED \$_____.00**

This Agreement made this _____ day of _____, 20____ by and between the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) and _____, a _____ (“Contractor”).

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

1. Contractor will commence and complete the _____ described in the Contract Documents relating to CSB-_____, issued _____, 20 , (“the Work”).
2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.
3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.
4. Contractor will complete the work required by the Contract Documents by _____ after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.
5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed \$_____.00 for the Work.
6. The term “Contract Documents” means and includes the following:
 - A. Arvada’s Request for [Project Title], CSB-_____ (“CSB”);
 - B. CSB Exhibits (if any);
 - C. CSB Addenda (if any);
 - D. Contractor’s Response to CSB-_____, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, Certificate of Insurance;
 - E. Notice of Award;
 - F. Performance and Payment Bond;
 - G. Notice to Proceed;
 - H. Change Orders (if any);
 - I. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements;
 - J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
 - K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
 - L. Specification Illustrations and attachments; and
 - M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.
7. INVOICES AND COMPENSATION. Contractor will follow Bid schedule and partial payments will be made accordingly NET 15 but no later than NET 30.

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

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

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

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

11. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 21 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this agreement.

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

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

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

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

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

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

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

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

CITY OF ARVADA, COLORADO

8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

City Clerk

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

CONTRACTOR

Name:

Title:

CHANGE ORDER

No. _____

TO:

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

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

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

TOTAL ADD

_____ \$

Adjustments to Contract Price & Time

Contract
Dollars

Calendar
Days

Contract Totals through and including

\$

Previous Change Orders

Adjustments this Change Order

\$

(Increase)

Contract Totals to Date – Including

Change Order No. _____

\$

Contract Time Expires on:

APPROVED FOR CITY

8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

ACCEPTED FOR CONTRACTOR

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: January 23, 2023

SUBJECT: R23-012, A Resolution Authorizing an Employment Agreement Between the City of Arvada and AnnMarie Spain Appointing Her as a Municipal Court Relief Judge

Report in Brief

Arvada City Code Section 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of AnnMarie Spain for 2023 under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R23-012, A Resolution Authorizing An Employment Agreement Between the City of Arvada and AnnMarie Spain Appointing Her as a Relief Municipal Court Judge.

Financial Impact

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

Background

Relief judges substitute for the presiding judge as needed. Each relief judge must have an employment agreement for the 2023 calendar year in accordance with ACC 58-79.

Discussion

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

Public Contact

Posting of the City Council agenda.

Commission Recommendation

na

Strategic Alignment

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

Alternative Courses of Action

na

Recommendation for Action

The Arvada team recommends that the City Council approve R23-012, A Resolution Authorizing An Employment Agreement Between the City of Arvada and AnnMarie Spain Appointing Her as a Municipal Court Relief Judge.

Suggested Motion:

I move that R23-012, A Resolution Authorizing An Employment Agreement Between the City of Arvada and AnnMarie Spain Appointing Her as a Municipal Court Relief Judge, be (approved) (rejected).

Prepared by:

Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution	1/5/2023
Gabriella Bommer, Director of Human Resources	1/5/2023
Rachel Morris, City Attorney	1/5/2023
Lorie Gillis, City Manager	1/10/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-012

A RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ARVADA AND ANNMARIE SPAIN
APPOINTING HER AS A MUNICIPAL COURT RELIEF JUDGE

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 23rd day of January, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

**AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARVADA AND
ANNMARIE SPAIN APPOINTING HER AS A
MUNICIPAL COURT RELIEF JUDGE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, between the City of Arvada, Colorado, a municipal corporation ("City"), and AnnMarie Spain, Colorado Attorney Registration #34813 ("Contract Employee"), both of whom understand as follows:

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

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

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

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

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

2.0 TERM.

2.1 The term of this Agreement shall be deemed to have commenced on January 3, 2023, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2023, or when Contract Employee is terminated or resigns, whichever occurs first.

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

3.0 COMPENSATION. The City agrees to pay Contract Employee for services rendered as a municipal court relief judge at a rate of \$90.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall not receive any benefits in addition to this monetary sum.

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

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

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

7.0 GENERAL PROVISIONS.

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

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

CITY OF ARVADA, a Colorado home rule municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

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

By: _____

CONTRACT EMPLOYEE

AnnMarie Spain,
Colorado Attorney Reg. #34813
spain@thespainlawfirm.com



REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.B.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 23, 2023

SUBJECT: R23-013, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge

Report in Brief

Arvada City Code Section 58-74 provides for the City Council to appoint relief municipal court judges to substitute for the presiding judge as needed. ACC Section 58-79 further provides that relief judges will be appointed pursuant to the terms of an annual employment agreement. This resolution authorizes the appointment of Barbara S. Henk for 2023 under the terms of the attached employment agreement.

The Arvada team recommends that the City Council approve R23-013, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Relief Municipal Court Judge.

Financial Impact

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

Background

Relief judges substitute for the presiding judge as needed. Each relief judge must have an employment agreement for the 2023 calendar year in accordance with ACC 58-79.

Discussion

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

Public Contact

Posting of the City Council agenda.

Commission Recommendation

na

Strategic Alignment

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

Alternative Courses of Action

na

Recommendation for Action

The Arvada team recommends that the City Council approve R23-013, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge.

Suggested Motion:

I move that R23-013, A Resolution Authorizing An Employment Agreement Between the City of Arvada and Barbara S. Henk Appointing Her as a Municipal Court Relief Judge, be (approved) (rejected).

Prepared by:

Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Alyssa Gleinn, Legal Specialist-Prosecution 1/5/2023

Gabriella Bommer, Director of Human Resources 1/5/2023

Rachel Morris, City Attorney 1/5/2023

Lorie Gillis, City Manager 1/5/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-013

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 23rd day of January, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

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

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, between the City of Arvada, Colorado, a municipal corporation ("City"), and Barbara S. Henk, Colorado Attorney Registration #17834 ("Contract Employee"), both of whom understand as follows:

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

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

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

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

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

2.0 TERM.

2.1 The term of this Agreement shall be deemed to have commenced on January 3, 2023, and shall end when this Agreement is either not renewed by action of the City Council prior to the last calendar day of 2023, or when Contract Employee is terminated or resigns, whichever occurs first.

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

3.0 COMPENSATION. The City agrees to pay Contract Employee for services rendered as a municipal court relief judge at a rate of \$90.00 per hour worked, to be paid at the same time as are other employees of the City. Contract Employee shall not receive any benefits in addition to this monetary sum.

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

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

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

7.0 GENERAL PROVISIONS.

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

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

CITY OF ARVADA, a Colorado home
rule municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

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

By: _____

CONTRACT EMPLOYEE

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



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.1.

TO: THE HONORABLE CITY COUNCIL

DATE: January 23, 2023

SUBJECT: CB23-002, An Ordinance Annexing Certain Land into the City of Arvada, Colorado, Sabell Filing 3, a Parcel of Land Located West of Urban Street and South of West 58TH Avenue in the County of Jefferson and State of Colorado (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)

Report in Brief

Remington Homes is requesting approval of annexation of the 2.46 acre property located west of Urban Street and South of W. 58th Avenue. In conjunction with the annexation request, is a Comprehensive Plan Amendment to change from Medium Density Residential to High Density Residential and a rezoning request for PUD (Planned Unit Development) zoning along with a PUD Development Plan and Preliminary Plat to allow for 45 townhome units on this site.

Financial Impact

There is no fiscal impact to the city.

Background

The subject property is located between Sabell Filings 1 and 2 and bordered on the east by the future Urban Street connection. The northern boundary of the site is W. 58th Avenue. The property is currently shown on the county assessor's maps as being in three parcels with three existing single family homes. The three existing structures will be removed and replaced with the proposed townhome units.

Discussion

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 with requested amendment Complies	As an infill enclave, the proposed Sabell 3 townhomes are consistent with the adjacent development and the proposed comprehensive plan amendment. As noted above, this infill property is surrounded by the City of Arvada with existing infrastructure in the adjacent roadways. As a PUD, this development will meet the applicable provisions of the City Code.
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.		As noted above, the property has access to utilities and services. Intersection and roadway improvements on the adjacent arterials will improve service levels for future residents of this development and existing nearby residents as well.
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	

SUBJECT: CB23-002, An Ordinance Annexing Certain Land into the City of Arvada, Colorado, Sabell Filing 3, a Parcel of Land Located West of Urban Street and South of West 58TH Avenue in the County of Jefferson and State of Colorado (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)

PAGE: 2
ITEM: 8.C.1.

Public Contact

The required neighborhood meeting for this project took place on March 24, 2022. The applicant, staff, and representatives for approximately 10 neighboring residences were in attendance. Neighbor concerns centered around traffic congestion along W. 58th and needed improvements to the W. 58th and Ward intersection. While commenters stated that they understood that this proposed development was consistent with how the area was building out, a concern was expressed over the proposed trail connection south of this site, across Van Bibber Creek. The applicant has prepared a summary of the meeting, which is attached herewith.

Commission Recommendation

The Planning Commission voted 6 to 0 (1 absence) to recommend approval to the City Council on December 6, 2022.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council Approves CB23-002, An Ordinance Annexing Certain Land into the City of Arvada, Colorado, Sabell Filing 3, a Parcel of Land Located West of Urban Street and South of West 58TH Avenue in the County of Jefferson and State of Colorado

Suggested Motion:

I move that CB23-002, An Ordinance Annexing Certain Land into the City of Arvada, Colorado, Sabell Filing 3, a Parcel of Land Located West of Urban Street and South of West 58TH Avenue in the County of Jefferson and State of Colorado, be (approved on first reading, ordered published in full, and a public hearing set for February 6, at 6:15 p.m.) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Linda Hoover, Senior Planner	1/3/2023
Josie Suk, Development Systems and Administrative Manager	1/4/2023
Robert Smetana, Manager of City Planning and Development	1/4/2023
Ryan Stachelski, Director of Community and Economic Development	1/5/2023
Emily Grogg, Senior Assistant City Attorney	1/6/2023
Brad Moloney, Deputy City Attorney	1/6/2023

SUBJECT: CB23-002, An Ordinance Annexing Certain Land into the City of Arvada, Colorado, Sabell Filing 3, a Parcel of Land Located West of Urban Street and South of West 58TH Avenue in the County of Jefferson and State of Colorado (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.1.

Gail Walker, Legal Specialist-Contracts

1/9/2023

Rachel Morris, City Attorney

1/10/2023

Linda Haley, Deputy City Manager

1/10/2023

Lorie Gillis, City Manager

1/10/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-002
ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA,
COLORADO, SABELL FILING 3, A PARCEL OF LAND LOCATED WEST OF URBAN
STREET AND SOUTH OF WEST 58TH AVENUE IN THE COUNTY OF JEFFERSON AND
STATE OF COLORADO

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

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

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

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

A PARCEL OF LAND LOCATED IN:

THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

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 23rd day of January, 2023.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: January 26, 2023

EXHIBIT A
AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA,
COLORADO, SABELL FILING 3, A PARCEL OF LAND LOCATED WEST OF URBAN
STREET AND SOUTH OF WEST 58TH AVENUE IN THE COUNTY OF JEFFERSON
AND STATE OF COLORADO

SABELL FILING NO. 3 ANNEXATION LEGAL

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 BEING N 00°01'05" E AND MONUMENTED AS FOLLOWS:

-CENTER-SOUTH 1/16 OF SECTION 8, BEING A FOUND 2" ALUMINUM CAP IN RANGE BOX, PLS 1802, PER MON. REC. DATED 5-29-14.

-SOUTH 1/4 CORNER OF SECTION 8, BEING A FOUND 3.25" BRASS CAP IN RANGE BOX, PLS 16406, PER MON. REC. DATED 5-29-14.

COMMENCING AT THE CENTER-SOUTH 1/16 OF SECTION 8

THENCE N 89°21'08" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 A DISTANCE OF 1130.47 FEET;

THENCE S 00°04'02" W A DISTANCE OF 67.00 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 78097839, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF ANNEXATION ORDINANCE NO. 2467, RECEPTION NO. 87153421 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID ANNEXATION ORDINANCE NO. 2467, RECEPTION NO. 87153421 AND THE BOUNDARY OF ANNEXATION ORDINANCE NO. 4637, RECEPTION NO. 2018058686 THE FOLLOWING ELEVEN (11) COURSES;

- 1) S 00°04'02" W A DISTANCE OF 56.35 FEET;
- 2) S 37°31'58" E A DISTANCE OF 126.02 FEET;
- 3) S 00°04'02" W A DISTANCE OF 342.69 FEET;
- 4) S 89°17'37" W A DISTANCE OF 206.62 FEET;
- 5) S 00°04'02" W A DISTANCE OF 95.00 FEET;
- 6) S 89°17'37" W A DISTANCE OF 6.38 FEET;
- 7) N 00°05'31" E A DISTANCE OF 232.03 FEET;
- 8) S 89°21'08" W A DISTANCE OF 20.00 FEET;
- 9) N 00°05'31" E A DISTANCE OF 378.03 FEET;
- 10) S 85°24'25" E A DISTANCE OF 120.37 FEET;
- 11) S 84°16'13" E A DISTANCE OF 36.01 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 107,277 SQUARE FEET, OR 2.4627 ACRES MORE OR LESS.

SABELL ANNEXATION NO. 2

LOCATED IN SOUTHEAST 1/4, SECTION 8, TOWNSHIP 3 SOUTH,
RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF JEFFERSON, STATE OF COLORADO
2.4627 ACRES

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 BEING N 00°01'05"E AND MONUMENTED AS FOLLOWS:

-CENTER-SOUTH 1/16 CORNER SECTION 8 (AKA NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8), BEING A FOUND 2" ALUMINUM CAP IN RANGE BOX, PLS 1802, PER MON. REC. DATED 5-29-14.

-SOUTH 1/4 CORNER OF SECTION 8, BEING A FOUND 3.25" BRASS CAP IN RANGE BOX, PLS 16406, PER MON. REC. DATED 5-29-14.

COMMENCING AT THE CENTER-SOUTH 1/16 CORNER OF SECTION 8;

THENCE N 89°21'08" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 A DISTANCE OF 1130.47 FEET;

THENCE S 00°04'02" W DISTANCE OF 67.00 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 78097839 AND THE POINT OF BEGINNING;

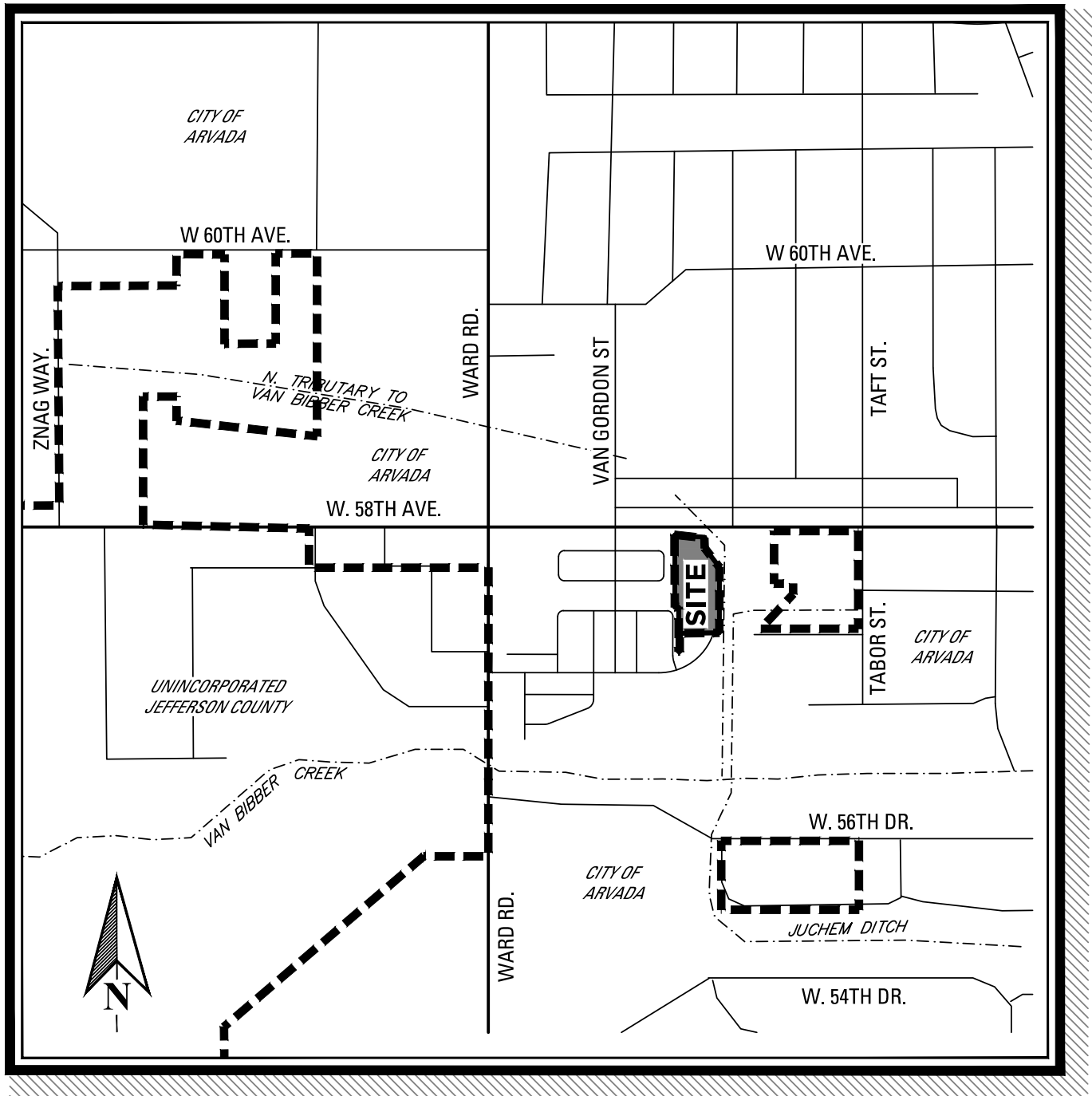
THENCE ALONG THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 83035017 AND THE NORTHERLY BOUNDARY OF SABELL SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 2019046492 THE FOLLOWING NINE (9) COURSES:

- 1) S 00°04'02" W A DISTANCE OF 56.35 FEET;
- 2) S 37°31'58" E A DISTANCE OF 126.02 FEET;
- 3) S 00°04'02" W A DISTANCE OF 342.69 FEET;
- 4) S 89°17'37" W A DISTANCE OF 206.62 FEET;
- 5) S 00°04'02" W A DISTANCE OF 95.00 FEET;
- 6) S 89°17'37" W A DISTANCE OF 6.38 FEET;
- 7) N 00°05'31" E A DISTANCE OF 232.03 FEET;
- 8) S 89°21'08" W A DISTANCE OF 20.00 FEET;
- 9) N 00°05'31" E A DISTANCE OF 378.03 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 78097838;

THENCE S 85°24'25" E ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 78097838 A DISTANCE OF 120.37 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 78097839;

THENCE S 84°16'13" E ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 78097839 A DISTANCE OF 36.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS AS AREA OF 107,277 SQUARE FEET, OR 2.4627 ACRES MORE OR LESS.



VICINITY MAP

1" = 800'

CONTIGUITY STATEMENT:

THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUES 1973, 31-12-104-(1) (a) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1,619.50'

ONE-SIXTH OF THE TOTAL PERIMETER OF AREA = 269.92'

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 1,619.50'

THE TOTAL CONTIGUOUS PERIMETER IS 100% WHICH EXCEEDS THE 1/6 (16.67%) AREA REQUIRED.

GENERAL NOTES:

THE LINEAL UNITS USED ON THIS MAP ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.

ACCORDING TO COLORADO LAW, YOU MUST COMMENCE AY 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 THE CERTIFICATION SHOWN HEREON.

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 BEING N 00°01'05" E.

THIS MAP IS NOT A MONUMENTED LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO SHOW THE AREA TO BE ANNEXED INTO THE CITY OF ARVADA AND WAS CREATED WITHOUT THE BENEFIT OF A TITLE POLICY.

SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER H. McELVAIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF ARVADA, COLORADO. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973 31-12-104 (1) (a) THAT ONE SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

CHRISTOPHER H. McELVAIN
COLORADO P.L.S. 36561
FOR AND ON BEHALF OF KT ENGINEERING, LLC.

APPROVAL CERTIFICATE:

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

MAYOR

ATTEST
CITY CLERK

ORDINANCE NUMBER _____

RECORDER'S CERTIFICATE:

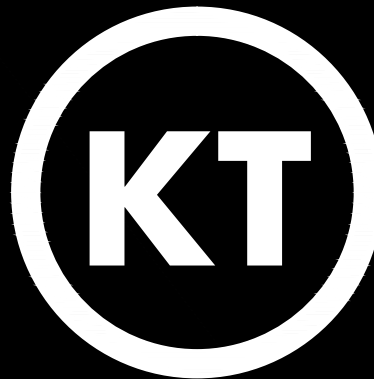
RECEPTION NUMBER

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 RECORDER

DEPUTY CLERK

DATE SUBMITTED: 06.10.2022		
REVISION NO.	DATE	
1		
2		
3		
4		
5		
PREPARED FOR: REMINGTON HOMES 5740 OLDE WADSWORTH BLVD, #A ARVADA, CO 80002		
SCALE: 1" = 30'	JOB NO: 0009-2113	BY: KPT
SHEET 1 OF 2		

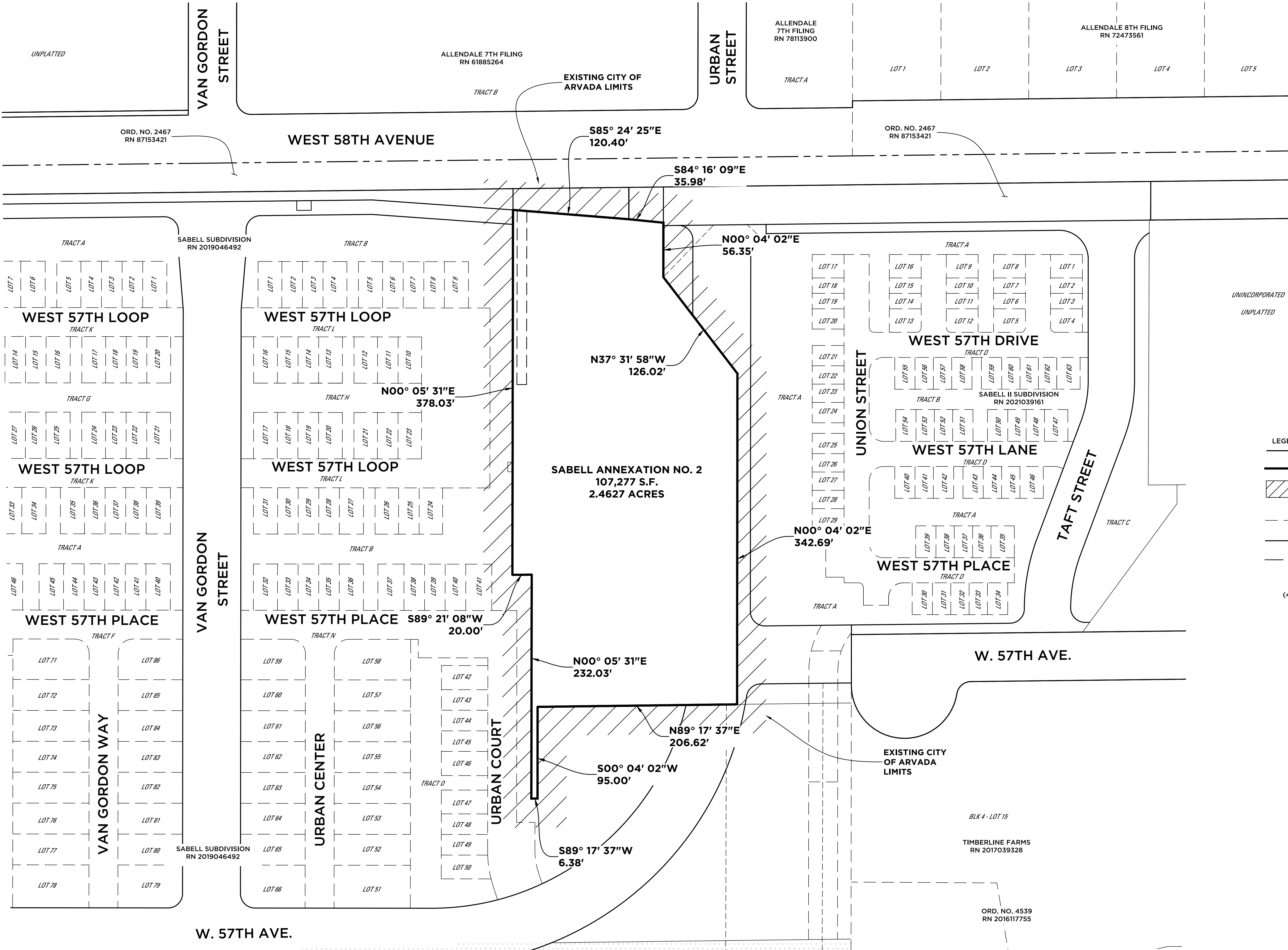


KT ENGINEERING
ENGINEERS • SURVEYORS

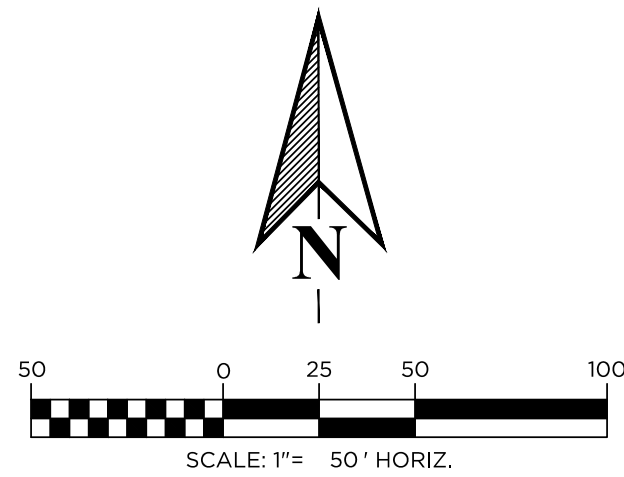
12500 W. 58th AVE. #230
ARVADA, CO 80002
PH: 720.638.5190

SABELL ANNEXATION NO. 2

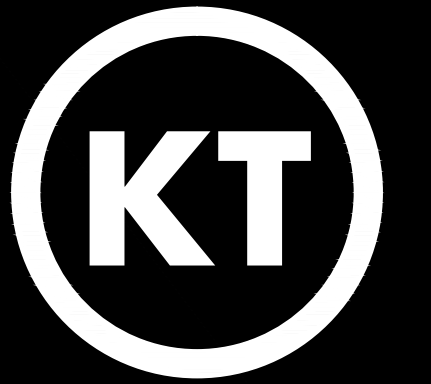
LOCATED IN SOUTHEAST 1/4, SECTION 8, TOWNSHIP 3 SOUTH,
RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF JEFFERSON, STATE OF COLORADO
2.4627 ACRES



- LEGEND
- ANNEXATION PROPERTY BOUNDARY
 - CITY OF ARVADA BOUNDARY
 - PROPERTY BOUNDARY
 - RIGHT-OF-WAY
 - SECTION LINE
 - SECTION CORNER
 - PARTIAL CONTIGUITY DISTANCES



DATE SUBMITTED: 06.10.2022	
REVISION NO.	DATE
1	
2	
3	
4	
5	
PREPARED FOR: REMINGTON HOMES 5740 OLDE WADSWORTH BLVD, #A ARVADA, CO 80002	
SCALE: 1" = 30'	JOB NO: 0009-2113
BY: KPT	
SHEET 2 OF 2	



KT ENGINEERING
ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230
ARVADA, CO 80002
PH: 720.638.5190

PETITION FOR ANNEXATION

NAME OF ANNEXATION: Sabell Filing No. 3 Annexation

APPROXIMATE LOCATION: 58th Avenue and Urban Street

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

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 BEING N 00°01'05"E AND MONUMENTED AS FOLLOWS:

-CENTER-SOUTH 1/16 CORNER SECTION 8 (AKA NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8), BEING A FOUND 2" ALUMINUM CAP IN RANGE BOX, PLS 1802, PER MON. REC. DATED 5-29-14.

-SOUTH 1/4 CORNER OF SECTION 8, BEING A FOUND 3.25" BRASS CAP IN RANGE BOX, PLS 16406, PER MON. REC. DATED 5-29-14.

COMMENCING AT THE CENTER-SOUTH 1/16 CORNER OF SECTION 8;

THENCE N 89°21'08" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 A DISTANCE OF 1130.47 FEET;

THENCE S 00°04'02" W DISTANCE OF 67.00 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 78097839 AND THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 83035017 AND THE NORTHERLY BOUNDARY OF SABELL SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 2019046492 THE FOLLOWING NINE (9) COURSES:

- 1) S 00°04'02" W A DISTANCE OF 56.35 FEET;
- 2) S 37°31'58" E A DISTANCE OF 126.02 FEET;
- 3) S 00°04'02" W A DISTANCE OF 342.69 FEET;
- 4) S 89°17'37" W A DISTANCE OF 206.62 FEET;
- 5) S 00°04'02" W A DISTANCE OF 95.00 FEET;
- 6) S 89°17'37" W A DISTANCE OF 6.38 FEET;
- 7) N 00°05'31" E A DISTANCE OF 232.03 FEET;
- 8) S 89°21'08" W A DISTANCE OF 20.00 FEET;
- 9) N 00°05'31" E A DISTANCE OF 378.03 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 78097838;

THENCE S 85°24'25" E ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 78097838 A DISTANCE OF 120.37 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 78097839;

THENCE S 84°16'13" E ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 78097839 A DISTANCE OF 36.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS AS AREA OF 107,277 SQUARE FEET, OR 2.4627 ACRES MORE OR LESS.

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. Annexation of the area proposed to be annexed will not have the effect of extending the City of Arvada's municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year.
10. No portion of a platted street or alley lies within the boundaries of the area proposed to be annexed, unless the entire width of said street or alley has been included within the boundaries of the area to be annexed.
11. The Signers of the Petition comprise the landowners 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.
12. All other requirements of Section 31-12-104 and 31-12-105, C.R.S., exist or have been met.
13. The mailing addresses of the Signers, the legal description of the land owned by such signers, and the date of signing of such signatures are all shown on this Petition.
14. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

Your Petitioners further request that the City of Arvada approve the annexation of the area proposed to be annexed.

Owner: The Estate of Shirley A. Sleyster

Owner's Signature: Rebecca S Sain Rebecca S Sain

Owner's Name, Title: Rebecca S Sain , Personal Representative

Owner's Address: 16000 Pine Ridge Road, Cedaredge, CO, 81413

Date of signing: 11/03/2022

Owner: The Estate of Bobby Wayne Sleyster

Owner's Signature: _____

Owner's Name, Title: Jackie Boggs, Personal Representative

Owner's Address: 12280 W 58th Avenue, Arvada, CO, 80005

Date of signing: _____

Owner: Boggs Family Trust

Owner's Signature: _____

Owner's Name, Title: Jackie Boggs, Trustee

Owner's Address: 12280 W 58th Avenue, Arvada, CO, 80005

Date of signing: _____

Your Petitioners further request that the City of Arvada approve the annexation of the area proposed to be annexed.

Owner: The Estate of Shirley A. Sleyster

Owner's Signature: _____

Owner's Name, Title: ???

Owner's Address: 16000 Pine Ridge Road, Cedaredge, CO, 81413

Date of signing: _____

Owner: The Estate of Bobby Wayne Sleyster

Owner's Signature: Jackie Boggs

Owner's Name, Title: Jackie Boggs, Personal Representative

Owner's Address: 12280 W 58th Avenue, Arvada, CO, 80005

Date of signing: 11-7-2022

Owner: Boggs Family Trust

Owner's Signature: Jackie Boggs

Owner's Name, Title: Jackie Boggs, Trustee

Owner's Address: 12280 W 58th Avenue, Arvada, CO, 80005

Date of signing: 11-7-2022

STATE OF COLORADO

COUNTY OF Setterson)

1. That the affiant circulated the Petition for Annexation for the purpose of obtaining the signature(s) of the above Petitioner(s).
2. That each signature thereon is the signature of the person whose name it purports to be.

Circulator

STATE OF COLORADO

COUNTY OF Jefferson)

(SEAL)

Notary Public

My commission expires: 12/04/2024

KATE TAYLOR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204042584
MY COMMISSION EXPIRES DECEMBER 4, 2024

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

Sabell Filing No. 3
Annexation, Comprehensive Plan Amendment, Rezoning,
PDP, & Preliminary Plat
DA2022-0055

NATURE OF REQUEST

Remington Homes is requesting approval of annexation of the 2.46 acre property located west of Urban Street and South of W. 58th Avenue. In conjunction with the annexation request, is a Comprehensive Plan Amendment to change from Medium Density Residential to High Density Residential and a rezoning request for PUD (Planned Unit Development) zoning along with a PUD Development Plan and Preliminary Plat to allow for 45 townhome units on this site.

LOCATION AND HISTORY

The subject property is located between Sabell Filings 1 and 2 and bordered on the east by the future Urban Street connection. The northern boundary of the site is W. 58th Avenue. The property is currently shown on the county assessor's maps as being in three parcels with three existing single family homes. The three existing structures will be removed and replaced with the proposed townhome units.

NEIGHBORHOOD MEETING

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

The required neighborhood meeting for this project took place on March 24, 2022. The applicant, staff, and representatives for approximately 10 neighboring residences were in attendance. Neighbor concerns centered around traffic congestion along W. 58th and needed improvements to the W. 58th and Ward intersection. While commenters stated that they understood that this proposed development was consistent with how the area was building out, a concern was expressed over the proposed trail connection south of this site, across Van Bibber Creek. The applicant has prepared a summary of the meeting, which is attached herewith.

PUBLIC NOTIFICATION

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

as follows:
Staff Report
Page 2.

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant has provided an affidavit of mailing verifying that this requirement has been met.

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 form stating that no mineral rights owners are associated with this property.

DEVELOPMENT REVIEW TIMELINE

The development application for this project was submitted on June 18, 2022. A total of two rounds of development review have occurred since that time. As a proposed PUD, the proposed uses and preliminary design has been reviewed to date.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE

The Sabell Filing No. 3 property is currently zoned A-2 in unincorporated Jefferson County. The rezoning request is for PUD (Planned Unit Development) zoning at an overall maximum density of 18 units/acre to allow for development of 45 townhome units.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	R24 (Residential 24u/ac) along W. 58 th and RN – 7.5 (Residential Neighborhood 7.5) further north	Multi-family rental units along W. 58 th Ave. with single family residential farther north.
East	R24 – Residential - 24 units/ac.	Sabell Filing No. 2 Townhomes.

South	PUD-R (Planned Unit Development – Residential) 12 units/acre	Sabell Subdivision detention pond and the newly constructed Sabell park farther south
West/Southwest	PUD Zoning 12u/ac	Sabell Subdivision (Filing 1) Townhome and small lot single family detached units

Staff Report
Page 3.

PROJECT ANALYSIS

Annexation

Annexation into the City of Arvada requires conformance with the contiguity requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the property perimeter to be contiguous with the City of Arvada. As an infill enclave, the property is completely surrounded by the City of Arvada development. As such, the minimum contiguity requirements are exceeded. A copy of the annexation map is attached for your reference.

Compliance with the Comprehensive Plan

A Comprehensive Plan Amendment is being requested with this annexation and rezoning application to change the future land use map from Medium-Density Residential to High Density Residential. The current plan labels Sabell Filing 2 to the east of the site and the existing multi family units to the north as High Density Residential. The proposed density of Sabell Filing 3 is 18 units/acre which will provide a transition between the adjacent higher densities and the Sabell Subdivision (Filing 1) to the west of the site, which has a density of 12 unit/acre. The size and density of the townhome portion of the development immediately to the west of Sabell 3 is similar to that proposed for this project. Therefore an amendment to High Density Residential is being requested to allow this transition and to provide compatibility with the neighborhood character of the surrounding area. The Comprehensive Plan, Goal L-5 is to designate and promote redevelopment and infill to generate economic revitalization, improve physical conditions, and provide an appropriate mix of housing. The newly construction townhomes in Sabell (Filing 1) and the townhomes currently under construction in Sabell Filing 2 provide a mix of housing from the surrounding single family developments. Sabell 3 seeks to continue that mix by completing the connection between the adjacent uses. :

City services already exist to this site and infrastructure improvements can be extended in a manner that is within the capacity of the City to serve. Roadway improvements to be completed in conjunction with this development will provide important roadway connections and improve the level of service on the adjacent arterial roadways, thereby providing a benefit to future residents of this development as well as the surrounding community.

Development Standards – Lot Size, Setbacks, and Lot Coverage

The PUD zoning districts are intended to provide for procedures by which a subject property can be uniquely developed to meet the needs of the City, property owners, residents, and developers. To accomplish this goal, PUD's are also intended to assure harmonious integration with surrounding land uses, neighborhood character, and environmental features. As an infill

property, the intent of this proposed PUD is to blend with the adjacent townhome developments in the existing Sabell projects. The general layout follows a grid pattern alternating between alley-loaded garages and landscape courtyards. Most of the lots in Sabell 3 front onto an open courtyard area or the adjacent public streets leaving the rear entrance garage areas internal to the site. Within each courtyard area will be a small seating area for passive recreation. This creative design carries forward with the design elements of the adjacent Sabell filings to ensure the development is compatible with the surrounding area in terms of use and scale.

The design parameters for Sabell 3 will predominately mirror that of the R24 zoning district development parameters with exception to the arterial setback. The LDC requires a 100 foot arterial setback for standard zone districts but allows for flexibility in PUD's. In the standard districts a 20 percent Minor Modification may be allowed if warranted to reduce this setback to Staff Report

Page 4.

80 feet. Sabell 3 is proposing the same 80 foot setback from W. 58th Avenue. This reduced setback is also consistent with the modifications granted to the adjacent Sabell filings. Sabell 3 will follow all other Urban Townhome development standards of the R24 district.

Building Height

The Urban Townhome standards of the LDC allow for a maximum building height of 35 feet. The applicants are not requesting a modification to this standard. Building designs will be finalized through the final development review process and buildings will comply with the maximum 35-foot height limitation.

Parks and Open Space

Per the LDC, PUD developments do not have a defined open space requirement. The most comparable district is the R24 district which requires a minimum of 20 percent open space. Sabell Filing 3 is proposed with 28 percent open space. Section 6.4.5 of the LDC states that open space areas in each development shall be organized to create integrated open space connections. The proposed alley and open courtyard design of the Sabell development provides a network of open pedestrian-ways throughout the development. With the City-owned park land at the southeast corner of the Sabell property, a joint-use design is proposed.

As with all new residential development, park and school land dedication is required or fees in lieu thereof. Payment of fees in lieu of park land must be provided prior to FDP/final plat approval. Language to this effect is included in the recommended conditions of approval and will be included in the annexation agreement as well.

Landscaping, Buffering and Fencing

The proposed townhome use is consistent with the surrounding development and a landscape buffer is not required.

Building Design

Building designs at PDP are intended to provide a general understanding of the intended community character and architectural style. Building designs, colors, and specific materials will be further reviewed and evaluated as part of the FDP process. The townhome elevations are designed to be consistent with the adjacent Sabell filings and highlight the individual townhome units so they appear more like a combination of attached single family homes than as one multi

family structure with multiple tenants. Each unit will have its own design using varied materials and colors. The three-story townhome buildings will have roof lines that include a mix of gable and shed or flat roof surfaces within each building. Second floor balconies will provide relaxation areas and serve to provide covered entryways. Building materials will be a mix of masonry, siding and wood facades.

As noted above, these townhomes must also comply with the standard architectural requirements of the LDC including requirements for variety in design, garage location and orientation, balconies, and facade treatments. At the time of FDP the architectural designs will be further enhanced to ensure conformance with the LDC.

Circulation and Connectivity

Roadway improvements and connectivity are a significant part of this development. In 2018, the City of Arvada completed a study to evaluate the current and future traffic needs on W. 58th Avenue and Ward Road. The intersection of 58th and Ward needed a redesign to add capacity
Staff Report
Page 5.

by providing additional westbound left turn lanes (intersection widening) and upgrading the traffic signal with new signal equipment. The City also studied signal progression patterns and needed roadway improvements along W. 58th Avenue from Kipling to Ward Road. As a result, previous Sabell subdivisions were required to contribute to intersection improvements at 58th and Ward. In addition, they were required to design the future Urban Street connection along the east boundary of this site and contribute their proportional share of the construction costs for these improvements and a signal at 58th and Urban.

Sabell Filing 3 will be required to construct Urban Street from W. 58th Avenue south and west to where it connects to W. 57th Avenue and Ward Road in the Sabell Subdivision (Filing 1). Sabell 3 will also be required to complete the signal and intersection improvements at 58th and Urban. In conjunction with the Timberline Farms development to the east, W. 57th Avenue was constructed from Tabor Street to the Arapahoe Ditch/ the west boundary of the Timberline development. Sabell 3 will also be required to extend W. 57th Avenue from its current east location, across the ditch and west to Urban Street. The obligation for all of these roadway improvements will be included in the annexation agreement for Sabell 3 and the design details will be further addressed with the forthcoming FDP.

In conjunction with the public roadways, internal circulation will be provided by a series of private alleyways that will provide access to garage and visitor parking spaces from Urban Street. To further ensure circulation and connectivity needs are met, this development will include internal sidewalk connections as well as walks along W. 58th Avenue and Urban Street. These connections will allow access between developments and to the newly constructed neighborhood park and trail system to the south adjacent to Van Bibber Creek. The required signalized intersection improvements will also provide protected crossing locations for pedestrians and cyclists for those utilizing the public park/trail amenities from the north.

Grading

The grades on this site drop from the north along W. 58th Avenue down toward Van Bibber Creek to the south with an overall grade change for this property of approximately 15 feet.

Stormwater detention will be provided by expanding the existing detention pond within the Sabell subdivision immediately to the south of this site. As part of the FDP, the stormwater design will be further evaluated to limit walls as much as possible and meet the LDC design requirements for slope and wall height

Drainage

The previous floodplain mapping for the area had much of the southern half of the Sabell property as well as the southern portion of this property as being within the existing 100-year floodplain. In conjunction with the Sabell construction for Filings 1 and 2, the grades around the creek were redesigned to reduce the floodplain area and improve the developability of the southern end of the Sabell property. In order to accomplish that, the southern end of the Sabell development was re-graded to raise the grades above the floodplain limit and a Letter of Map Revision (LOMR) is currently being finalized with FEMA/Mile High Drainage and the City to verify the revised floodplain. While the floodplain has been reduced on the adjacent parcels, it still affects the southern portion of Sabell 3. As such, the same CLOMR/LOMR process will be required for Sabell 3 in conjunction with the FDP and construction processes.

Staff Report

Page 6.

Parking and Loading

The LDC requires a minimum of 2.2 spaces per unit for townhomes, which totals 99 spaces required. The Sabell Filing 3 PDP exceeds code requirements by providing 104 parking spaces for the townhome lots by a combination of attached two-car alley-loaded garages and open common parking lots spaced throughout the center of the development. In addition, on-street parking will also be allowed along Urban Street. The on-street spaces will be defined by bulb outs at the intersections to enhance pedestrian crossings. The on-street parking is not included in any parking calculations

Utility Services

All wet utilities will be provided by the City of Arvada. Water service is available in W. 58th and sewer service is available from both W. 58th and W. 57th. Water and sewer service lines internal to this development will be located in the private alleyways. Dry utilities will be addressed as part of the FDP review process with the next phase of development. Utility easements will be dedicated by the final plat in conjunction with the FDP.

Police and Fire Protection

Arvada Fire Protection District (AFPD) already serves this site primarily from Fire Station #6 located at 6503 Simms Street and Fire Station #2 located at 5250 Oak Street. Police protection will change from Jefferson County to City of Arvada which already serves the adjacent residents. No outstanding concerns exist relative to police and fire protection.

School District

This property is located within the Jefferson County R-1 School District and students from this development will attend Vanderhoof Elementary, Drake Middle School and Arvada West High School. Fees-in-lieu of land dedication will be required for this development at the time of FDP.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning

Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

Div. 8-3-3 Annexation and Disconnection Approval Criteria		
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 with requested amendment	As an infill enclave, the proposed Sabell 3 townhomes are consistent with the adjacent development and the proposed comprehensive plan amendment.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the	Complies	As noted above, this infill property is surrounded by the City of Arvada with existing infrastructure in the

Staff Report
Page 7.

Arvada City Code.		adjacent roadways. As a PUD, this development will meet the applicable provisions of the City Code.
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	As noted above, the property has access to utilities and services. Intersection and roadway improvements on the adjacent arterials will improve service levels for future residents of this development and existing nearby residents as well.

Comprehensive Plan Amendment Considerations	
1. The existing Comprehensive Plan is in need of the proposed amendment.	The Comprehensive Plan is in need of this amendment in order to align with the purpose of the PUD zone district, the adjacent zone districts, and character of the existing neighborhood.

2. The proposed amendment is compatible with the surrounding area, and the goals and policies of the Comprehensive Plan.	The proposed amendment to High Density Residential is compatible with the existing medium and high density residential neighborhoods adjacent to this site and the goals and policies of the Comprehensive Plan.
3. The proposed amendment will have no major negative impacts on transportation, services and facilities.	The proposed amendment will not have any major negative impacts on transportation, services, or facilities. The construction of Urban Street as part of Sabell 3 will improve circulation in this area.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing planned service provision.	The proposed amendment will not have a negative effect on existing or proposed service provision.
5. The proposed amendment, if for an area that is outside of the City's current municipal boundaries, is consistent with the City's ability to annex the property	The proposed amendment is for an area outside of the City's municipal boundary, however, it is an infill enclave which is concurrently being processed as an annexation application as well and is consistent with the City's ability to annex the property.
6. Strict adherence to the Comprehensive Plan would result in a situation neither intended nor in keeping with other key elements and policies of the Plan.	Strict adherence to the Comprehensive Plan would result in a property outside of the character of the neighborhood.
7. The proposed Plan amendment will promote the public welfare and will be consistent with the goals and policies of the Comprehensive Plan and the elements thereof.	The proposed amendment will promote the public welfare and is consistent with the Comprehensive Plan.

Staff Report

Page 8.

Div. 8-3-4 Zoning and Rezoning Approval Criteria		
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 with requested amendment	The rezoning request to PUD is consistent with the proposed Comprehensive Plan amendment and the existing character of the neighborhood.

2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The use of the properties as residential townhomes is allowed in the PUD zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Facilities and services necessary to serve the property are currently available in the surrounding roadways and will allow adequate levels of service.
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	Development of the property will enhance the existing site by removing the property from floodplain restrictions. Drainage and storm water management will be addressed by the expansion of the existing detention pond at the southern end of the site. Sabell 3 will have to comply with all applicable standards of the LDC and the Engineering Code of Specifications which will be further addressed at the time of FDP.
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 Sabell 3 is consistent with the Sabell Subdivision (Filing 1) to the west which also has PUD zoning and both Sabell Filings 1 and 2 have townhome developments adjacent to this site. Multi-family developments have also existed across W. 58 th for a long period of time.

Staff Report

Page 9.

Div. 8-3-8 Major Subdivision Preliminary Plat Approval Criteria		
1. The proposed subdivision is consistent with the Comprehensive Plan.	Complies with requested amendment	The proposed townhome development is consistent with the proposed Comprehensive Plan amendment for High Density Residential and the existing

		character of the neighborhood.
2. The proposed subdivision is consistent with, and implements, the intent of the zoning district in which it is located. If the subject property is in a PUD zoning district, the subdivision is consistent with any previously approved PUD Outline Development Plan, PUD Development Plan, and/or PUD Final Development Plan.	Complies	No previously approved ODP exists for this property. The proposed preliminary plat is consistent with the PUD zoning district.
3. Adequate and sufficient public safety, transportation, utility facilities and services, recreation facilities, parks, and schools will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.	Complies	Adequate services and infrastructure are available to this site and construction requirements will improve service and safety connections.
4. The proposed subdivision will not result in significant adverse impacts on the natural environment or the use and enjoyment of adjoining property, including changes in air quality, water quality, noise levels, stormwater runoff, wildlife habitat, and / or natural vegetation, in that such impacts will be substantially avoided or mitigated by design.	Complies	This is a small infill site and the proposed development will benefit adjoining properties by improving roadway and pedestrian connections. Site impacts will be further evaluated at FDP to ensure impacts to the natural environment will be mitigated
5. The proposed subdivision complies with all applicable regulations, standards, requirements, or plans of the federal or state governments and other general or special purpose governmental entities with jurisdiction, involving (but not limited to) such matters as wetlands, water quality, erosion control, potable water, fire safety, or wastewater regulations.	Complies	The Sabell 3 complies with the development requirements of the LDC. In conjunction the FDP, Sabell 3 must comply with the City of Arvada Engineering standards and specifications, including the processing of a CLOMR/LOMR permit for floodplain mitigation.
6. The proposed subdivision complies with all applicable use, development, and design standards set forth in Chapter 2, Zoning Districts Chapter 4, Environmental and Site Design, and other applicable provisions of this Code, except to the extent the same are modified as may be provided in this LDC. Applicants shall avoid creating lots or	Complies	The proposed public roads will provide enhanced intersection improvements and roadway connections for the area. The proposed walkway additions will also improve pedestrian circulation to the neighborhood park and the existing regional trail network

patterns of lots in the subdivision that will make future compliance with such development and design standards difficult or infeasible.		
7. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees / vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this LDC.	Complies	Wet utilities are located in the adjacent streets, stormwater detention will be provided on site, and street connections will be improved, thereby mitigating potential impacts to the surrounding area.

Div. 8-3-10 PUD Development Plan Approval Criteria		
1. The plan is consistent with the Comprehensive Plan or reflects conditions that have changed since the adoption of the Comprehensive Plan	Complies with requested amendment	The proposed infill development is consistent with the proposed Comprehensive Plan amendment and consistent with the character of the surrounding area.
2. The plan is consistent with and implements any previously approved Official Development Plan in effect for the subject property, per Section 8-3-10-7, PUDs Approved Prior to Effective Date.	Complies	No ODP is associated with this property.
3. The plan represents a development that will address a unique situation, confer a substantial benefit to the City, or incorporate creative site design such that it achieves the purposes set out in Section 8-3-10-1, Purpose of Planned Development Zone, and represents an improvement in quality over what could have been accomplished through application of the otherwise applicable zoning district or development standards.	Complies	Sabell 3 is uniquely surrounded by higher density townhome and multi family developments and is intended to fill the gap between them with similar townhome units. Building fronts will align the public streets and internal courtyards will provide landscape and passive site amenities.

4. The plan generally complies with the intent of the use, development and design standards set forth in the LDC.	Complies	The PUD standards in the LDC are not specifically defined to allow for design flexibility. Sabell 3 will closely follow the design standards of the urban townhomes as defined in the LDC.
5. To the extent reasonably feasible, the plan provides for integration and connection with adjoining development through street connections, sidewalks, trails, and similar features; unless due to the nature of the uses	Complies	Sabell 3 will serve to complete needed roadway connections and intersection improvements to enhance neighborhood compatibility.

Staff Report

Page 11.

that are allowable in the plan such connections are not desirable.		
6. Sufficient public safety, transportation, and utility facilities and services will, prior to development, be available to serve the subject property, while maintaining sufficient levels of service to existing development.	Complies	Sabell is already served by Arvada Fire and Arvada Police. Water and sewer facilities are in place within the adjacent roadways. Levels of service for the adjacent arterials will be improved as a result of the City's intersection improvements and roadway improvements associated with this development.
7. The proposed uses (or group of uses) are appropriately located and designed, both within the boundaries of the plan and in relation to adjacent uses, such that the foreseeable, material adverse impacts that may be created by the scale, design, and operating characteristics (e.g., hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts) of the uses are avoided or mitigated.	Complies	As an infill site, the proposed uses will carry forward the same type of townhome development as that on the adjacent Sabell filings. As noted above, roadway improvements will improve circulation for this area and mitigate potential impacts.
8. If the application for plan approval is accompanied by an application for rezoning to the PUD zoning district, the rezoning application is concurrently approved.	Complies	The rezoning and PDP are being processed concurrently.

STAFF RECOMMENDATION

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

If Planning Commission finds that a recommendation to approve the annexation, Comprehensive Plan Amendment, rezoning, PDP, and PP are supported by the approval criteria, then staff recommends that the following conditions be made part of the annexation and PDP approvals:

1. Sabell Filing 3 shall contribute to the signal improvements at W. 58th and Ward Road. In addition, Sabell Filing 3 shall construct Urban and W. 57th Streets along with the needed intersection and signal improvements at W. 58th and Urban Street. Payment for these contributions must be provided prior to approval of the Sabell Filing 3 FDP and final plat.
2. Payment of fees in lieu of park and school land dedication must be provided in conformance with the LDC prior to FDP/ final plat approval. All applicable fees shall be paid at the rate in effect at the time of payment
3. To address the needed floodplain revisions for this development, the following conditions shall apply:
 - a. A Conditional Letter of Map Revision (CLOMR) must be submitted to Mile High Flood District prior to approval of the FDP;
 - b. A CLOMR must be approved by Mile High Flood District prior to issuance of any building permits for lots affected by the CLOMR.
 - c. An approved Letter of Map Revision (LOMR) from Mile High Flood District shall be required prior to issuance of a certificate of occupancy for the affected lots.
4. All remaining minor written and redline review comments from this request must be addressed in conjunction with the FDP.
5. The annexation agreement shall include these conditions of approval as addressed herein and must be signed by the applicants prior to City Council hearing this request.

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

SABELL FILING NO. 3 ANNEXATION

LOCATED IN SOUTHEAST 1/4, SECTION 8, TOWNSHIP 3 SOUTH,
RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF JEFFERSON, STATE OF COLORADO
2.4627 ACRES

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 BEING N 00°01'05"E AND MONUMENTED AS FOLLOWS:

-CENTER-SOUTH 1/16 CORNER SECTION 8 (AKA NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8), BEING A FOUND 2" ALUMINUM CAP IN RANGE BOX, PLS 1802, PER MON. REC. DATED 5-29-14.

-SOUTH 1/4 CORNER OF SECTION 8, BEING A FOUND 3.25" BRASS CAP IN RANGE BOX, PLS 16406, PER MON. REC. DATED 5-29-14.

COMMENCING AT THE CENTER-SOUTH 1/16 CORNER OF SECTION 8;

THENCE N 89°21'08" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 A DISTANCE OF 1130.47 FEET;

THENCE S 00°04'02" W DISTANCE OF 67.00 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 78097839 AND THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 83035017 AND THE NORTHERLY BOUNDARY OF SABELL SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 2019046492 THE FOLLOWING NINE (9) COURSES:

- 1) S 00°04'02" W A DISTANCE OF 56.35 FEET;
- 2) S 37°31'58" E A DISTANCE OF 126.02 FEET;
- 3) S 00°04'02" W A DISTANCE OF 342.69 FEET;
- 4) S 89°17'37" W A DISTANCE OF 206.62 FEET;
- 5) S 00°04'02" W A DISTANCE OF 95.00 FEET;
- 6) S 89°17'37" W A DISTANCE OF 6.38 FEET;
- 7) N 00°05'31" E A DISTANCE OF 232.03 FEET;
- 8) S 89°21'08" W A DISTANCE OF 20.00 FEET;
- 9) N 00°05'31" E A DISTANCE OF 378.03 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 78097838;

THENCE S 85°24'25" E ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 78097838 A DISTANCE OF 120.37 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 78097839;

THENCE S 84°16'13" E ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 78097839 A DISTANCE OF 36.01 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS AS AREA OF 107,277 SQUARE FEET, OR 2.4627 ACRES MORE OR LESS.

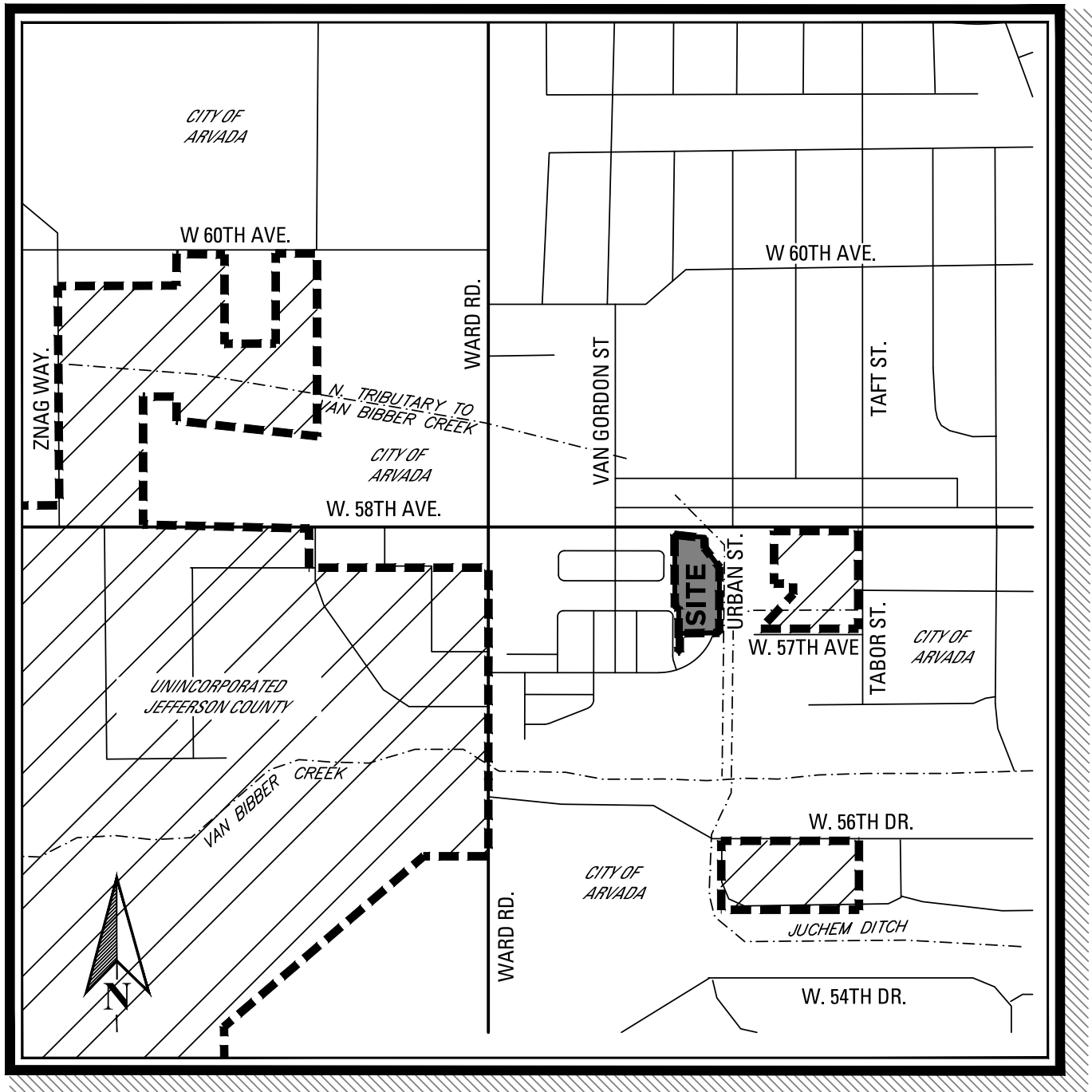
GENERAL NOTES:

THE LINEAL UNITS USED ON THIS MAP ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.

ACCORDING TO COLORADO LAW, YOU MUST COMMENCE AY 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 THE CERTIFICATION SHOWN HEREON.

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 BEING N 00°01'05" E.

THIS MAP IS NOT A MONUMENTED LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO SHOW THE AREA TO BE ANNEXED INTO THE CITY OF ARVADA AND WAS CREATED WITHOUT THE BENEFIT OF A TITLE POLICY.



VICINITY MAP

1" = 800'

SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER H. McELVAIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF ARVADA, COLORADO. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973 31-12-104 (1) (a) THAT ONE SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

CHRISTOPHER H. McELVAIN
COLORADO P.L.S. 36561
FOR AND ON BEHALF OF KT ENGINEERING, LLC.

CONTIGUITY STATEMENT:

THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUES 1973, 31-12-104-(1) (a) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1,619.50'

ONE-SIXTH OF THE TOTAL PERIMETER OF AREA = 269.92'

PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 1,619.50'

THE TOTAL CONTIGUOUS PERIMETER IS 100% WHICH EXCEEDS THE 1/6 (16.67%) AREA REQUIRED.

SURVEYOR STATEMENT:

THE CITY OF ARVADA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SURVEY DATA SHOWN HEREIN. THE CITY OF ARVADA'S REVIEW IS FOR GENERAL COMPLIANCE WITH ARVADA'S LAND DEVELOPMENT CODE. THE CITY OF ARVADA, THROUGH THE ACCEPTANCE OF THIS ANNEXATION MAP, ASSUMES NO RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THIS ANNEXATION MAP. THE ACCURACY OF SURVEY INFORMATION INCLUDING BOUNDARY INFORMATION, MONUMENTATION, LOT LINES, ECT IS THE SOLE RESPONSIBILITY OF THE LICENSED SURVEYOR NAMED HEREIN.

APPROVAL CERTIFICATE:

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

MAYOR _____ ATTEST _____
CITY CLERK

ORDINANCE NUMBER _____

RECORDER'S CERTIFICATE:

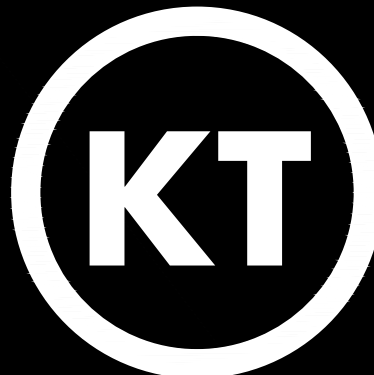
RECEPTION NUMBER

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 RECORDER

DEPUTY CLERK

DATE SUBMITTED: 06.10.2022	
REVISION NO.	DATE
1	09/09/22
2	
3	
4	
5	
PREPARED FOR: REMINGTON HOMES 5740 OLDE WADSWORTH BLVD, #A ARVADA, CO 80002	
SCALE: 1" = 30'	JOB NO: 0009-2113
BY: KPT	
SHEET 1 OF 2	

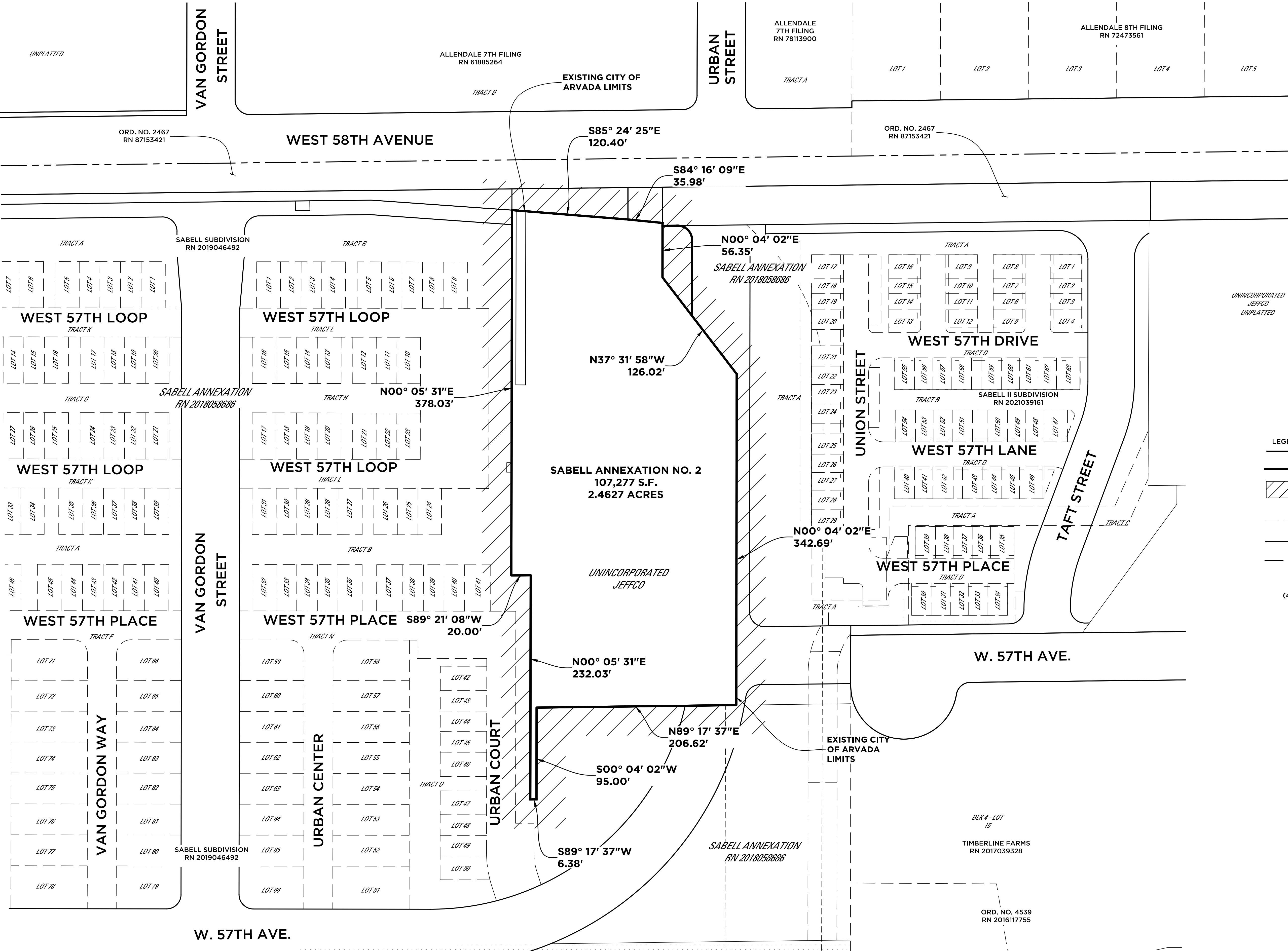


KT ENGINEERING
ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230
ARVADA, CO 80002
PH: 720.638.5190

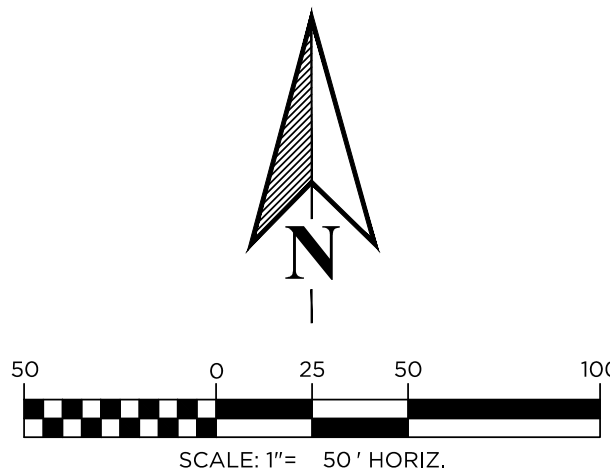
SABELL FILING NO. 3 ANNEXATION

LOCATED IN SOUTHEAST 1/4, SECTION 8, TOWNSHIP 3 SOUTH,
RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN,
COUNTY OF JEFFERSON, STATE OF COLORADO
2.4627 ACRES

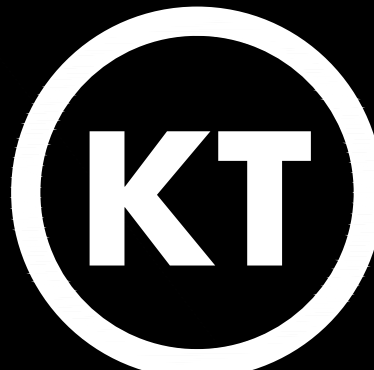


LEGEND

- ANNEXATION PROPERTY BOUNDARY
- CITY OF ARVADA BOUNDARY
- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- SECTION LINE
- SECTION CORNER
- PARTIAL CONTIGUITY DISTANCES



DATE SUBMITTED: 06.10.2022	
REVISION NO.	DATE
1	
2	
3	
4	
5	
PREPARED FOR: REMINGTON HOMES 5740 OLDE WADSWORTH BLVD, #A ARVADA, CO 80002	
SCALE: 1" = 30'	JOB NO: 0009-2113
BY: KPT	
SHEET 2 OF 2	



KT ENGINEERING
ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230
ARVADA, CO 80002
PH: 720.638.5190



CED Boards and Commission <cedboardsandcommission@arvada.org>

Annex of 2.5 acre property DA2022-0055

2 messages

Nancy Wylie [REDACTED]

Tue, Dec 6, 2022 at 12:56 PM

To: "cedboardsandcommission@arvada.org" <cedboardsandcommission@arvada.org>

Dear Commissioners,

As much as I hate seeing every square in of land being turned into more housing, but especially high density housing, I can understand why this piece of property would actually be well suited for this. As a 6th generation native of Arvada, this is especially amazing I am agreeing to this! It's already surrounded by crammed in condos or townhouses. Why not just fill it all in.

My concern is with the added traffic, but more specifically the intersection at 58th and Urban St. At a meeting with the builder, they said there was going to be a light put in there. I'm ok with that as long as it's not a long light, and set on a trigger when wanting to get on to 58th. Also to have a flashing yellow turn when possible. That is a huge help! The other MAJOR concern is that we do not lose another turn lane from 58th into Urban Ct. We already lost our turn lane at Van Gordan and that has been horrible! I have to drive past where I want to go and can't imagine if the turn at Urban St. is taken out. PLEASE keep it!

And last, PLEASE get 58th repaved from Simms to Ward Rd.! It's getting really bad!

Thank you,

Nancy Wylie

Nancy Wylie

Original Paintings & Giclee Prints

303-420-8169





SUMMARY MINUTES OF PLANNING COMMISSION ACTION HELD
December 6, 2022

Planning Commission meeting minutes are not an exact transcript and represent key points and the basis of discussion.

1. **CALLED MEETING TO ORDER– By Michael P. Griffith at 6:22 P.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL OF MEMBERS**

Those present: Michael P. Griffith, Andrew Gay, Tim Knapp, Brandon Figliolino, Tom Aljinovich, Doug Magee, Steve Hannan

THOSE ABSENT

Motion to excuse

Andrew Gay

ALSO PRESENT: Rob Smetana, City Planning Manager; Emily Grogg, Sr. Ass't. City Attorney; Heidi Van Gieson, Administrative Specialist, Jacob Nitchals, Sr. Planner, Linda Hoover, Planner, Jeri Pulkinen, Civil Engineer, Jenny Wolfschlag, City Engineer, Dixielee Rodriguez, Administrative Specialist/Recording Secretary.

4. **APPROVAL OF MINUTES**

September 20, 2022. The minutes stand approved as printed. Bottom of page 2, to repair and damage "to repair any damage"

5. **GENERAL BUSINESS**

Absence of Nancy Young

6. **REPORTS**

None

7. **PUBLIC COMMENT**

There was no one wishing to speak. Public Comment was closed.

8. PUBLIC HEARINGS

DA2022-0055 Sabell Filing No. 3 Major Comprehensive Plan Amendment, Annexation, Rezoning, PUD Development Plan and Preliminary Plat located West of Urban Street and South of West 58th Ave

The public hearing was opened.

Mr. Griffith entered into the record the staff report for DA2022-0055 dated December 6, 2022, posting of signs, affidavit of mailing, and posting log.

Ms. Hoover explained the changes that she made to the Staff Report Conditions.

Ms. Hoover introduced the project to the Planning Commission and stated that this property is located in the existing Sabell area.

Mr. John Presowich 200 Kalamath St., Denver, CO 80223. Phase 3 of an existing Sabell community. Townhomes proposed are similar to phase 2. Proposed 45 townhomes which is 25% less than max dense permits. Phase 3 provides pedestrian connection to the western part of the community. Provide two examples of the intent to be consistent with the existing Sabell community. Feel that this is a logical addition to the City of Arvada.

Mr. Griffith opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR

None

IN OPPOSITION

Pat Osness 57455 Tabor Street, Arvada, CO 80002, lives to the east of this proposed project. Is concerned about us creating additional rentals that may not be utilized. Building that gets started and not finished or grounds getting disturbed and not forward movement with a project. Maybe have a pause before we build more.

APPLICANT REBUTTAL

Matt Cavanaugh - Remington Homes 5740 Olde Wadsworth Blvd, Arvada, CO, 80002
Stated that these projects take a long time from start to finish. This is not an apartment project, they are units that will be for sale. Different than what is going on at Timberline Gardens.

Mr. Griffith closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Knapp stated appreciation for the staff on the level of detail in the staff report.

Mr. Knapp asked if they could show where parking will be and asked if there will be signage.

Mr. Cavanaugh states each unit has 2 car garages.

Mr. Presowich Off street parking off the alley. Believes required to have 99 spaces, have 104 spaces.

Mr. Cavanaugh stated no ability to park in alleyways through CCRs and mandated homeowners have to park in their garage. Cannot be used for storage.

Ms. Hoover states there is an emergency access easement over drives can work with Fire if this becomes an issue.

Mr Knapp asked if the applicant was aware of the changes that were made on the Staff Report.

Ms. Hoover stated the applicant had received the changes.

Mr. Hannan asked if the distance from Simms to Ward and Urban enough will allow a traffic light?

Ms. Wolfschlag stated that that area has been looked at and has plans for a light from the get go work with CDOT.

Mr. Hannan asked about the Comprehensive Plan needing to align with adjacent districts does this meet requirements for compatibility?

Ms. Hoover answered there is high density to the north and east. Density on Sabells is mixed. Yes this meets requirements.

Mr. Hannan on floodplain for Sabell 3, didn't this get taken care of with phase 1 and 2?

Ms. Hoover parcel for phase 3 was not owned by the developer at that time. This will be the same process as phases 1 and 2.

Mr. Hannan neighborhood comment about access to Van Bibber creek?

Ms Hoover City wants the connection. Resident to the south does not want it.

Mr. Magee asked if anything has been looked at in concerns of 58th and Ward?

Ms. Wolfschlag stated that they do not have updates on this area from CDOT.

Mr. Magee asked about the floodplain info, if they have started that process to be approved?

Ms. Hoover stated CLOMR is approved and LOMR is in the process.

Ms. Wolfschlag stated LOMR conditional approved.

Mr. Magee asked about the width of the alley, if Arvada Fire was okay with it.

Ms. Hoover stated that AFD is okay with the existing plans.

Mr. Magee asked the applicant about the trees that are marked for removal.

Mr. Presowich stated that they are removing the invasive species and replacing them with other trees.

Mr. Griffith asked about if there will be an HOA?

Mr. Cavanaugh stated that there is a Metro District that manages the entire Sabell filing 1 and 2 right now and will be requesting this project be added to that District.

Mr. Griffith asked about the timeline of the project

Mr. Cavanaugh stated it will depend on the weather but they have the funding together and are ready to pull building permits in Filing 2. Filing 1 is pretty much completed with residents living in units. Pending approval of filing 3 addition entitlements and approvals hopefully starts in 2024

Mr. Griffith asked if all of all the items in the project are for sale?

Mr. Cavanaugh stated that they try to have some sold before the build, but some are built during.

Mr Griffith asked timeline from our staff

Mr. Smetana stated that it is market driven and they have 5 years to complete from approval.

Ms. Wolfschlag added that they won't issue construction permits without a letter of escrow. City holds money as an incentive to complete construction. Contractor will get a portion back.

9. MOTION: Agenda Item 8.A

It was moved by Mr. Magee, That CP2022-0003 a Resolution By The Planning Commission For The City Of Arvada, Colorado To Amend The 2014 Arvada Comprehensive Plan Land Use Designation Pertaining To Sabell Filing No. 3, From Medium Density Residential To High Density Residential, Located West Of Urban Street And South Of West 58th Avenue, and be recommended to City Council for ratification of the Comprehensive Plan Amendment.

This motion is based on the findings of fact and approval criteria on Page 7 of the Staff Report.

DISCUSSION OF MOTION

None

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

10. MOTION: Agenda Item 8.B

It was moved by Mr. Magee, That the An Ordinance Annexing Certain Land Into The City Of Arvada, Colorado, Sabell Filing 3, A Parcel Of Land Located West Of Urban Street And South Of West 58th Avenue In The County Of Jefferson And State Of Colorado, be recommended to City Council for approval subject to the revised condition made by the staff in its updated Staff Report.

This motion is based on the findings of fact and approval criteria on Page 6-7 of the Staff Report.

DISCUSSION OF MOTION

None

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

11. MOTION: Agenda Item 8.C

It was moved by Mr. Magee, An Ordinance Rezoning Certain Land Within The City Of Arvada, Sabell Filing 3, From Jefferson County A-2 (Agricultural) To City Of Arvada PUD (Planned Development), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Parcel Of Land West Of Urban Street And South Of West 58th Avenue, be recommended to City Council for (approval) (denial).

This motion is based on the findings of fact and approval criteria on Page 8 of the Staff Report.

DISCUSSION OF MOTION

None

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

12. MOTION: Agenda Item 8.D

It was moved by Mr. Magee, That PUD Development Plan for Sabell Filing No. 3, generally located West of Urban St. and South of 58th Ave., be recommended to City Council for approval subject to the revised condition made by the staff in its updated Staff Report.

This motion is based on the findings of fact and approval criteria on Page 10-11 of the Staff Report.

DISCUSSION OF MOTION

Mr. Figliolino stated that he was excited about what they are bringing to the city

Mr. Knapp asked the staff how we deal with the fact that traffic congestion is not getting addressed

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

13. MOTION: Agenda Item 8.E

It was moved by Mr. Magee, That Preliminary Plat for Sabell Filing No. 3, generally located West of Urban St. and South of 58th Ave., be recommended to the City Council for approval.

This motion is based on the findings of fact and approval criteria on Page 9-10 of the Staff Report.

DISCUSSION OF MOTION

Mr Griffith thanked the applicant and staff for their hard work and continuing to bet on our city.

Mr. Magee thanked the applicant and the neighbor for bringing his concerns to us tonight.

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

14. DA2022-0031 Rezoning and Major Modification for Ralston Gardens, generally located at the Southeast corner of Ralston Road and Garrison Street

The public hearing was opened.

Mr. Griffith entered into the record the staff report for DA2022-0031 dated December 6, 2022 affidavit of mailing, and posting log.

Mr. Nitchals stated that the vicinity map was incorrect, this not a required part of the letter. No other addition to the staff report.

Mr. Nitchals stated that this in conjunction with Ralston Gardens to rezone from RN-7.5 to MXU and a major modification request to waive requirement of private outdoor yard patio or balcony..

Maureen Phair Director of Arvada Urban Renewal 5603 Yukon Street stated that this project is between, AURA, City of Arvada and Mile High Development. This will be an affordable housing project.

George Thorn Mile High Development 98 Madison Street Cherry Creek, Denver, CO 80206. stated that this is his 10th affordable housing project that he has been a part of. Made a commitment to Affordable Housing projects. This project is a truly affordable housing project, financed with tax credit at federal and state level. This project is a 4 story building with 102 units. Parking next to the project site by Walmart.

Andre Baros 4584 S Newton Street Denver, CO 80236 stated the Rezoning of the land and to remove the requirement of balconies on each space and doing ample shared outdoor area and shared amenity building. Well connected area, massive park across the street, community garden and paths near site. Parking lot has its own green space. Walking connection to store and fast food joint. Creating two primary outdoor spaces. South more public focus outdoor space inner courtyard a more private outdoor space.

Mr. Griffith opened the hearing for comments from the public.

PUBLIC COMMENT

There being no one wishing to speak. Public Comment was closed.

APPLICANT REBUTTAL

None

Mr. Griffith closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Figliolino asked what kind of vehicle traffic are they expecting in the exterior courtyard?

Mr. Baros said the design given the grade of the site only place is at one spot there would be trash pickup 1-2 times a week. Moving in and out vehicles. Rush at the beginning then less then once a month after initial move in.

Mr. Figliolino asked how they will deter vehicle traffic or parking in the exterior courtyard?

Mr. Baros stated that across the street 153 parking spots.

Mr. Figliolino asked about the parking lot and to elaborate on the amenities of the urban park in the parking lot.

Mr. Baros stated the sidewalk is wider and additional planting and enhanced paving.

Mr. Figliolino question for staff who is going to be maintaining the paseo.

Mr. Nitchals stated the city parks department will maintain it.

Mr. Figliolino asked what barriers will be installed in front of the paseo to prevent traffic from going up it?

Mr. Baros states a curve comes north to south with a concrete closer. Creates a neck making it narrow to prevent cars from going up it. Just wide enough for two lanes of bike cycle traffic.

Mr. Aljinovich asked on the parking lot, how would you keep out people that don't belong in it.

Mr. Baros stated no fence no barriers around it, north edge is fire lane, this cannot be block, south edge has a retaining wall.

Mr. Aljinovich so there is one entrance and one exit?

Mr. Baros states correct. Fire lane east to west and North curb cut entrance loops around.

Mr. Aljinovich where does all of the crud that drips off the cars go?

Mr. Baros stated that the center planting is the water collection at grade and detention below grade in the parking lot.

Mr. Knapp asked about Fire Truck and Police access?

Mr. Baros pointed out where fire hydrants are on plans and the fire truck has access from all sides of the building. Police would access from the main plaza.

Mr. Knapp asked about lighting the plaza has for security purposes?

Ms. Grogg interrupts and states that we are only addressing the items pertaining to the Rezoning and Major Modification

Mr. Baros stated that there is ballards and plenty of lighting to address this.

Mr. Magee asked about the mention that balconies in general are used for storage areas in other units.

Mr. Baros stated in general the housing demographics are barely have enough funds to pay rent and they are not going to have patio furniture. Ends up being storage. There will be a secured room for bike storage.

Mr. Magee asked if by providing a common area conference room and fitness center these get used by the residents?

Mr. Baros stated yes no space gets used 100% of the time. But yes they do get used.

Mr Griffith asked about the reason why the removal of the balconies. Do you lose square footage in the unit when adding a balcony?

Mr. Baros stated by doing the balconies it takes away from the living space of the unit. which ultimately takes away from the entire building. making the courtyard smaller or non-existent.

Mr. Griffith asked about the bikes being stored on the balconies, is there a facility for bike storage?

Mr Baros Yes bike room in the building that is locked. Residents will have access to storage.

Mr Griffith asked about the window's ability to be opened.

Mr. Baros stated Yes the windows can be opened.

Mr. Griffith asked where will snow storage be located?

Mr. Baros stated that they have subtracted parking spaces for snow storage and in the plaza (loading area or detention pond).

Mr. Griffith said he is very pleased about the landscaping on the project. Doesn't look like an afterthought.

Mr. Aljinovich appreciated the work that staff did on this plan. He couldn't find anything wrong.

15. MOTION: Agenda Item 8.F

It was moved by Mr. Knapp, That the Zoning of certain land in the City of Arvada for a 0.12 acre parcel of land from RN-7.5 (Residential Neighborhood 7.5) to MX-N (Mixed-Use Neighborhood) and Amending the Official Zoning Maps of the City of Arvada, Colorado, generally located at the southeast corner of Ralston Road and Garrison Street, be recommended to City Council for approval subject to the condition stated in the Staff Report

This motion is based on the findings of fact and approval criteria on Page(s) 6, 7, and 8 of the Staff Report.

DISCUSSION OF MOTION

Mr. Hannen stated that he is very happy with this project.

Mr. Magee stated this great project, great idea, and great location.

Mr. Figliolino stated really beautiful project.

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

16. MOTION: Agenda Item 8.G

It was moved by Mr. Magee, Major Modification to waive the requirement in section 5-1-2-5(G)(1) of the City of Arvada Land Development Code (LDC) that requires at least 75% of the units to have a private outdoor yard, patio, or balcony, approximately located at the southeast corner of Ralston Road and Garrison Street., be recommended to City Council for approval subject to the condition stated in the Staff Report

This motion is based on the findings of fact and approval criteria on Page(s) 7 and 8 of the Staff Report.

DISCUSSION OF MOTION

Mr. Griffith stated that this is a great project.

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

17. OTHER ITEMS

Cancel Planning meeting on December 20th, 2022

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

18. Mr. Griffith general comment general invite to Holiday party.

Ms. Grogg stated holiday party has been posted.

18. ADJOURNED at 7:56 P.M.

Michael P. Griffith, Chair

Tim Knapp, Secretary

Dixielee Rodriguez, Recording Secretary

Heather Gutherless

From: Vmandrk [REDACTED]
Sent: Tuesday, December 20, 2022 3:23 PM
To: Heather Gutherless
Subject: --{EXTERNAL}-- Case Number: 22-131592AX

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PLEASE - NO MORE HOUSING IN THIS AREA!!!! Enough is enough!!!! The traffic has become horrendous. The area is too densely packed now. I worry about a wildfire like the Marshall fire with all this densely packed housing.

Rita Richardson
12318 W. 54th Drive
Arvada, 80002
[REDACTED]

Heather Gutherless

From: Henderson, Wil <[REDACTED]>
Sent: Tuesday, December 27, 2022 9:33 AM
To: Heather Gutherless
Cc: Joy Henderson
Subject: --{EXTERNAL}-- RE: Re: Case Number: 22-131592AX Sabell Filing No. 3 Annexation

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Heather,

Thank you so much for your response. There was some confusion on my end regarding the subject property and many of my concerns related to e.g., Tabor Street traffic that would not apply.

Nonetheless, many of my other observations do still apply and I would encourage the City of Arvada to take them into consideration (specifically, the additional infrastructure burden of yet another development) when we are already experiencing very localized overgrowth that has yet to be occupied and, consequently, to be absorbed into our area service requirements.

Many thanks and Happy Holidays!

Wil Henderson

From: Heather Gutherless <hgutherl@co.jefferson.co.us>
Sent: Tuesday, December 27, 2022 9:11 AM
To: Henderson, Wil <[REDACTED]>
Cc: Joy Henderson <[REDACTED]>
Subject: RE: Re: Case Number: 22-131592AX Sabell Filing No. 3 Annexation

[EXTERNAL]

Hello Mr. Henderson – Thank you for your correspondence regarding the Sabell Filing No. 3 Annexation. I reviewed your comments and forwarded them onto the City of Arvada. They noted that this proposal is not the previous Wheat Ridge Station Village proposal. Therefore, I wanted to confirm that your comments are in regard to the proposed Sabell Filing No. 3 Annexation into the City of Arvada of 2.5 acres near the southeast corner of 58th and Ward. The proposal in that area is for 45 townhomes. Since this project is entirely surrounded by the City of Arvada, it is unlikely that it was previously proposed in the City of Wheat Ridge. Additionally, it does not look like this area would have a vehicular connection to the Rainbow Ridge subdivision. However, this proposal is within 1 mile of the end of the G Line, so it is in the same general location as the other projects that you expressed concern about. I just wanted to make sure that we were both talking about the same proposal since the title of the email references the Sabell Annexation, but the body mentions the Wheat Ridge Station Village proposal.

[illegible]

I look forward to your response, so that I can verify with Arvada that your comments pertain to this annexation.

Thanks,

Heather Gutherless, AICP

Planning Supervisor, Long Range Planning

Planning and Zoning Division

Jefferson County

o 303-271-8716

hgutherl@jeffco.us | Find us on the web: planning.jeffco.us

Planning and Zoning is open to the public and we are offering both virtual and in-person appointments. For the convenience and safety of the public and our staff, virtual appointments are encouraged. Many staff are still working remotely to provide online and virtual services Monday through Thursday. County offices are closed on Fridays. Please schedule [appointments \[jeffco-planning-and-zoning-hqorx.appointlet.com\]](https://planning-and-zoning-hqorx.appointlet.com) and submit [applications](#) online. Go to planning.jeffco.us for more information.



From: Henderson, Wil [REDACTED] >

Sent: Wednesday, December 21, 2022 5:35 PM

To: Heather Gutherless <hgutherl@co.jefferson.co.us>

Cc: Joy Henderson [REDACTED]

Subject: --{EXTERNAL}-- Re: Case Number: 22-131592AX Sabell Filing No. 3 Annexation

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Gutherless,

My name is William Henderson and I am a resident of Rainbow Ridge.

Please find attached a letter originally submitted to Ms. Stephanie Stevens, Senior Planner, City of Wheatridge in regards to the above referenced development project a/k/a "Wheat Ridge Station Village." It appears that the prospective developers have done some forum shopping since the meeting in which neighboring community flatly rejected the proposed development as unnecessary and unwanted. Accordingly, I share with you the same information I shared with Ms. Stevens in the attached.

To be clear, all of the reasons set forth in the attached letter to deny the proposed development project remain today, and more. In sum, there are already over 1,000 (ONE THOUSAND) residential units either currently under construction or recently constructed and unoccupied within ¼ mile of the subject property, with yet another 1,000 (ONE THOUSAND) residential units within ½ mile of the subject property. A total of 2,000 units that are unoccupied or under construction and the burden they represent has yet to be absorbed into our area infrastructure.

As detailed in the attached letter and based upon US census data and conservative estimates, the census tract in which the subject property sits is already set to endure a 75% population growth once the units already under construction are

occupied. Again, the burden of this dramatic near term increase in population has largely yet to be absorbed into our infrastructure; however, the consequences to traffic, crime, schools, and other services that will result are very real.

What's more, Rainbow Ridge sits adjacent to the proposed development and, as a consequence of existing road infrastructure, will doubtlessly become a cut through for this development. When this issue was previously put to the prospective developers they had little to share in response – it was not their problem. That's true. It would be their profit and it would be our problem.

In just the single year that I and my family have lived in Rainbow Ridge we have already witnessed a substantial increase in dangerous fast moving traffic down our quiet residential street, as non-residents use our subdivision as a cut through from Ward to 52nd and vice versa; a pattern that would only be exacerbated by permitting development of the subject property. Moreover, we have seen an increase in trespassing, theft from residential lots, and theft from and of vehicles, among other crime. Such things put our community members, pedestrians, and of greatest importance, our children who travel to one another's homes on an increasingly trafficked road, at risk. Again, this pattern will doubtlessly increase with the introduction of yet another development adjacent to our small community.

Still further, and the only fact that has changed since my prior letter of July 12th, 2022, is that the economic climate for housing has worsened with the meteoric rise in interest rates. Thus, on top of all of the issues set forth above, our community is already in the midst of a glut of unoccupied housing, a condition that precipitates declines in home values, and this townhome development would only make matters worse.

To be clear, of the roughly 2,000 residences being or recently built within ½ mile of the subject property nearly all are townhomes or apartments. There is no scarcity of this sort of housing that needs to be filled. Perhaps the developer wishes instead to develop custom high end homes? They do not, because that approach is not conducive to the fast buck they wish to make. Perhaps they wish to channel their profits into mitigating the hazards that will beset our neighborhood as a consequence of developments like, and specific to, theirs. Of course, they wish no such thing. They wish only to swiftly take their profits, come what may to those impacted, and head back home to Florida.

This development is wholly unnecessary. There is a glut of under construction or unoccupied housing a stones throw from the subject property. There is no scarcity whatsoever of the property types proposed on the subject property. And the inevitable strain on infrastructure that will result from the occupancy of projects already underway has yet to be absorbed.

This project is not needed and it is not wanted – by anyone other than those who stand to make a tidy profit on the backs of our community.

I, my family, and my neighbors, respectfully request that you deny this annexation and any and all plans to rezone, plat and develop the 2.5 acres of subject property.

With sincere gratitude,

William E. Henderson

Wil Henderson

Attorney at Law
He/him/his

Hogan Lovells US LLP

1601 Wewatta Street, Suite 900

Denver, CO 80202

Tel: +1 303 899 7300

Direct: +1 303 899 7354

Fax: +1 303 899 7333

Email: [REDACTED]m

www.hoganlovells.com [\[hoganlovells.com\]](#)

Please consider the environment before printing this e-mail.

About Hogan Lovells

Hogan Lovells is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP. For more information, see www.hoganlovells.com [\[hoganlovells.com\]](#).

CONFIDENTIALITY. This email and any attachments are confidential, except where the email states it can be disclosed; it may also be privileged. If received in error, please do not disclose the contents to anyone, but notify the sender by return email and delete this email (and any attachments) from your system.

PRIVACY. Hogan Lovells processes personal data, including data relating to email communications, in accordance with the terms of its privacy policy which is available at www.hoganlovells.com/en/privacy [\[hoganlovells.com\]](#).

Heather Gutherless

From: James Cillessen <[REDACTED]>
Sent: Monday, December 19, 2022 11:23 AM
To: Heather Gutherless
Subject: --{EXTERNAL}-- New Sabell Townhomes

CAUTION: This email originated from outside Jefferson County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is James Cillessen and I live in Rainbow Ridge about 2 min drive from the location. There are way too many townhomes and apartments being made in this area of Arvada and Wheat Ridge. I do not appreciate how Arvada is allowing every patch of land to be made into townhomes and apartments so close to each other and the roads.

James Cillessen

Sent from my iPhone



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.2.

TO: THE HONORABLE CITY COUNCIL

DATE: January 23, 2023

SUBJECT: CB23-003, An Ordinance Rezoning Certain Land Within the City of Arvada, Sabell Filing 3, from Jefferson County A-2 (Agricultural) to City of Arvada PUD (Planned Development), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land West of Urban Street and South of West 58th Avenue (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)

Report in Brief

Remington Homes is requesting approval of a rezoning to PUD for the 2.46 acre property located west of Urban Street and South of W. 58th Avenue. In conjunction with the rezoning request, are annexation, a Comprehensive Plan Amendment to change from Medium Density Residential to High Density Residential and a PUD Development Plan and Preliminary Plat to allow for 45 townhome units on this site.

Financial Impact

There is no fiscal impact to the city.

Background

The subject property is located between Sabell Filings 1 and 2 and bordered on the east by the future Urban Street connection. The northern boundary of the site is W. 58th Avenue. The property is currently shown on the county assessor's maps as being in three parcels with three existing single family homes. The three existing structures will be removed and replaced with the proposed townhome units.

Discussion

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 with requested amendment	The rezoning request to PUD is consistent with the proposed Comprehensive Plan amendment and the existing character of the neighborhood.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The use of the properties as residential townhomes is allowed in the PUD zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	Facilities and services necessary to serve the property are currently available in the surrounding roadways and will allow adequate levels of service.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts	Complies	Development of the property will enhance the existing site by removing the

SUBJECT: CB23-003, An Ordinance Rezoning Certain Land Within the City of Arvada, Sabell Filing 3, from Jefferson County A-2 (Agricultural) to City of Arvada PUD (Planned Development), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land West of Urban Street and South of West 58th Avenue (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)

PAGE: 2
ITEM: 8.C.2.

upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.

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

property from floodplain restrictions. Drainage and storm water management will be addressed by the expansion of the existing detention pond at the southern end of the site. Sabell 3 will have to comply with all applicable standards of the LDC and the Engineering Code of Specifications which will be further addressed at the time of FDP.

The Sabell 3 is consistent with the Sabell Subdivision (Filing 1) to the west which also has PUD zoning and both Sabell Filings 1 and 2 have townhome developments adjacent to this site. Multi-family developments have also existed across W. 58th for a long period of time.

Public Contact

The required neighborhood meeting for this project took place on March 24, 2022. The applicant, staff, and representatives for approximately 10 neighboring residences were in attendance. Neighbor concerns centered around traffic congestion along W. 58th and needed improvements to the W. 58th and Ward intersection. While commenters stated that they understood that this proposed development was consistent with how the area was building out, a concern was expressed over the proposed trail connection south of this site, across Van Bibber Creek. The applicant has prepared a summary of the meeting, which is attached herewith.

Commission Recommendation

The Planning Commission voted 6 to 0 (1 absent) to recommend approval to the City Council on December 6, 2022.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-003, An Ordinance Rezoning Certain Land Within the City of Arvada, Sabell Filing 3, from Jefferson County A-2 (Agricultural) to City of Arvada PUD (Planned Development), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land West of Urban Street and South of West 58th Avenue.

Suggested Motion:

SUBJECT: CB23-003, An Ordinance Rezoning Certain Land Within the City of Arvada, Sabell Filing 3, from Jefferson County A-2 (Agricultural) to City of Arvada PUD (Planned Development), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land West of Urban Street and South of West 58th Avenue (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.2.

I move that CB23-003, An Ordinance Rezoning Certain Land Within the City of Arvada, Sabell Filing 3, from Jefferson County A-2 (Agricultural) to City of Arvada PUD (Planned Development), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land West of Urban Street and South of West 58th Avenue be (approved on first reading, ordered published in full, and a public hearing set for February 6, 2023 at 6:15 p.m.) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Linda Hoover, Senior Planner	1/3/2023
Josie Suk, Development Systems and Administrative Manager	1/4/2023
Robert Smetana, Manager of City Planning and Development	1/4/2023
Ryan Stachelski, Director of Community and Economic Development	1/5/2023
Emily Grogg, Senior Assistant City Attorney	1/6/2023
Brad Moloney, Deputy City Attorney	1/6/2023
Gail Walker, Legal Specialist-Contracts	1/9/2023
Rachel Morris, City Attorney	1/10/2023
Linda Haley, Deputy City Manager	1/10/2023
Lorie Gillis, City Manager	1/10/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-003
ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, SABELL FILING 3, FROM JEFFERSON COUNTY A-2 (AGRICULTURAL) TO CITY OF ARVADA PUD (PLANNED DEVELOPMENT), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, PARCEL OF LAND WEST OF URBAN STREET AND SOUTH OF WEST 58TH 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) to City of Arvada PUD (Planned Development):

LEGAL DESCRIPTION:

THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

More particularly described in 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 23rd day of January, 2023.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: January 26, 2023

EXHIBIT A

**AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA,
SABELL FILING 3, FROM JEFFERSON COUNTY A-2 (AGRICULTURAL) TO CITY
OF ARVADA PUD (PLANNED DEVELOPMENT), AND AMENDING THE OFFICIAL
ZONING MAPS OF THE CITY OF ARVADA, COLORADO, PARCEL OF LAND WEST
OF URBAN STREET AND SOUTH OF WEST 58TH AVENUE**

SABELL FILING NO. 3 ZONING LEGAL

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 BEING N 00°01'05" E AND MONUMENTED AS FOLLOWS

:

-CENTER-SOUTH 1/16 OF SECTION 8, BEING A FOUND 2" ALUMINUM CAP IN RANGE BOX, PLS 1802, PER MON. REC. DATED 5-29-14.

-SOUTH 1/4 CORNER OF SECTION 8, BEING A FOUND 3.25" BRASS CAP IN RANGE BOX, PLS 16406, PER MON. REC. DATED 5-29-14.

COMMENCING AT THE CENTER-SOUTH 1/16 OF SECTION 8

THENCE N 89°21'08" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 A DISTANCE OF 974.65 FEET TO THE **POINT OF BEGINNING**;

THENCE N 89°21'08" E CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 155.82 FEET;

THENCE ALONG THE BOUNDARY OF SABELL SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 2019046492, AND EXTENSION THEREOF THE FOLLOWING NINE (9) COURSES:

- 1) S 00°04'02" W A DISTANCE OF 123.35 FEET;
- 2) S 37°31'58" E A DISTANCE OF 126.02 FEET;
- 3) S 00°04'02" W A DISTANCE OF 342.69 FEET;
- 4) S 89°17'37" W A DISTANCE OF 206.62 FEET;
- 5) S 00°04'02" W A DISTANCE OF 95.00 FEET;
- 6) S 89°17'37" W A DISTANCE OF 6.38 FEET;
- 7) N 00°05'31" E A DISTANCE OF 232.03 FEET;
- 8) S 89°21'08" W A DISTANCE OF 20.00 FEET;
- 9) N 00°05'31" E A DISTANCE OF 430.04 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 116,506 SQUARE FEET, OR 2.6746 ACRES MORE OR LESS.



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.3.**

TO: THE HONORABLE CITY COUNCIL

DATE: January 23, 2023

SUBJECT: CB23-004, An Ordinance Rezoning Certain Land Within the City of Arvada, Ralston Gardens, from RN-7.5 (Residential Neighborhood 7,500) to MX-N (Mixed-Use Neighborhood), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land Located at the Southeast Corner of Ralston Road and Garrison Street, Formerly Known as 5790 Garrison Street (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)

Report in Brief

SAR Architects, on behalf of Ralston Gardens, LLC, are requesting to rezone approximately 0.12 acres of land from RN-7.5 (Residential Neighborhood 7,500) to MX-N (Mixed-Use Neighborhood) and a Major Modification to waive the requirement in section 5-1-2-5(G)(1) of the City of Arvada Land Development Code (LDC) that requires at least 75 percent of the units to have a private outdoor yard, patio, or balcony. Ralston Gardens is a proposed 102 unit, four-story affordable housing development that was awarded Low Income Housing Tax Credits (LIHTC) by the Colorado Housing and Finance Authority. City Council unanimously approved the Conditional Use for the stand-alone parking lot that will serve Ralston Gardens at the June 28, 2021, meeting. This parking lot is located across Garrison Street, south of the Taco Bell and KFC. The land proposed to be rezoned will be integrated into the Ralston Gardens development parcel through the administrative Minor Subdivision process which is currently being reviewed by staff.

Financial Impact

There is no financial impact to the City.

Background

The proposed Ralston Gardens development is located at the southeast corner of Ralston Road and Garrison Street, on the property formerly known as 5790 Garrison Street. The City conveyed this property to the Arvada Urban Renewal Authority (AURA) in May, 2020. Under City ownership, the property was the former location of the City's "Central Stores" building. Before that, the building operated as a water filtration plant. This building was demolished in 2021. Prior to the Ralston Creek Southeast Minor Subdivision, which was recorded in March, 2020, the City's "Central Stores" building and the Arvada Gardeners Community Garden directly to the south were on a single unplatted parcel of land. The Ralston Creek Southeast Minor Subdivision created two lots out of the previously unplatted parcel of land. The Ralston Gardens development is proposed for Lot 1 and the community garden is on Lot 2. The land proposed for rezoning is also located on Lot 2 adjacent to the southern property line and a small portion of the eastern property line of Lot 1 (see approximate location on aerial image in the staff report). However, the land proposed to be rezoned is located outside of the existing fence that encloses the community garden and includes a relatively steep slope that has historically been maintained by City staff (see images on pages 2 and 3 of the staff report). This results in a piece of land that could be potentially problematic from a property maintenance perspective given that it is outside of the area that is maintained by the Arvada Gardeners and it is on a relatively steep slope. The purpose of the proposed rezoning and subsequent Minor Subdivision is to incorporate this piece of land into the Ralston Gardens development in a manner that does not result in a single lot with two different zone districts on it (e.g. split zoned) and ensures that it will no longer be maintained by the City.

Discussion

SUBJECT: CB23-004, An Ordinance Rezoning Certain Land Within the City of Arvada, Ralston Gardens, from RN-7.5 (Residential Neighborhood 7,500) to MX-N (Mixed-Use Neighborhood), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land Located at the Southeast Corner of Ralston Road and Garrison Street, Formerly Known as 5790 Garrison Street (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)

PAGE: 2
ITEM: 8.C.3.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning is consistent with the Ralston Fields Urban Renewal Plan. The subject property is located within the Triangle planning area and is identified as Mixed-Use with “Potential for Multi-family residential to support retail”.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The area of land to be rezoned would be incorporated into the Ralston Gardens multifamily development. The Ralston Gardens development is consistent with the stated intent of the MX-N zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	The area of land to be rezoned will be incorporated into the Ralston Gardens development and therefore, will have no impact on the facilities and services in the area.
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 area of land to be rezoned will not have a significant impact upon the natural environment.
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 area of land to be rezoned will be incorporated into the Ralston Gardens development and is consistent with the character of existing and planned development in the surrounding area.

Public Contact

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council. The required neighborhood meeting for this neighborhood meeting was scheduled for February 9, 2022. However, no members of public requested a link to the virtual neighborhood meeting so the meeting was canceled.

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

Commission Recommendation

The Planning Commission voted 6 to 0 (1 absent) to recommend approval to the City Council on December 6, 2022.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

SUBJECT: CB23-004, An Ordinance Rezoning Certain Land Within the City of Arvada, Ralston Gardens, from RN-7.5 (Residential Neighborhood 7,500) to MX-N (Mixed-Use Neighborhood), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land Located at the Southeast Corner of Ralston Road and Garrison Street, Formerly Known as 5790 Garrison Street (Public Hearing to be set for February 6, 2023 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.3.

N/A

Recommendation for Action

The Arvada team recommends that the City Council Approve An Ordinance Rezoning Certain Land Within the City of Arvada, Ralston Gardens, from RN-7.5 (Residential Neighborhood 7,500) to MX-N (Mixed-Use Neighborhood), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land Located at the Southeast Corner of Ralston Road and Garrison Street, Formerly Known as 5790 Garrison Street.

Suggested Motion:

I move that CB23-004, An Ordinance Rezoning Certain Land Within the City of Arvada, Ralston Gardens, from RN-7.5 (Residential Neighborhood 7,500) to MX-N (Mixed-Use Neighborhood), and Amending the Official Zoning Maps of the City of Arvada, Colorado, Parcel of Land Located at the Southeast Corner of Ralston Road and Garrison Street, Formerly Known as 5790 Garrison Street, be (approved on first reading, ordered published in full, and a public hearing set for February 6, 2023 at 6:15 p.m.) (rejected).

Prepared by:

Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Jacob Nitchals, Senior Planner	1/3/2023
Josie Suk, Development Systems and Administrative Manager	1/4/2023
Robert Smetana, Manager of City Planning and Development	1/4/2023
Ryan Stachelski, Director of Community and Economic Development	1/5/2023
Emily Grogg, Senior Assistant City Attorney	1/6/2023
Brad Moloney, Deputy City Attorney	1/6/2023
Gail Walker, Legal Specialist-Contracts	1/9/2023
Rachel Morris, City Attorney	1/10/2023
Linda Haley, Deputy City Manager	1/10/2023
Lorie Gillis, City Manager	1/10/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-004
ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, RALSTON GARDENS, FROM RN-7.5 (RESIDENTIAL NEIGHBORHOOD 7,500) TO MX-N (MIXED-USE NEIGHBORHOOD), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, PARCEL OF LAND LOCATED AT THE SOUTHEAST CORNER OF RALSTON ROAD AND GARRISON STREET, FORMERLY KNOWN AS 5790 GARRISON STREET

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

Section 1. The following described property is hereby rezoned from RN-7.5 (Residential Neighborhood 7,500) to MX-N (Mixed-Use Neighborhood):

LEGAL DESCRIPTION:

THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6 PRINCIPAL MERIDIAN,

More particularly described in 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 23rd day of January, 2023.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: January 26, 2023

EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 1 OF 2

A PORTION OF LOT 2, RALSTON CREEK SOUTHEAST MINOR SUBDIVISION AS DESCRIBED IN THE RECORDS OF JEFFERSON COUNTY ON MARCH 12, 2020, AT RECEPTION NO. 2020028815, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF LOT 1, SAID RALSTON CREEK SOUTHEAST MINOR SUBDIVISION TO BEAR NORTH 89°05'19" EAST, A DISTANCE OF 177.76 FEET BETWEEN THE SOUTHWEST CORNER AND THE SOUTHEAST CORNER OF SAID LOT 1, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT SAID SOUTHWEST CORNER;

THENCE ALONG SAID SOUTH LINE, NORTH 89°05'19" EAST, A DISTANCE OF 177.76 FEET TO SAID SOUTHEAST CORNER;

THENCE ALONG THE EAST LINE OF SAID LOT 1, NORTH 00°18'05" WEST, A DISTANCE OF 60.83 FEET TO A NORTHWESTERLY CORNER OF SAID LOT 2; THENCE DEPARTING SAID EAST LINE, AND ALONG THE NORTHERLY LINE OF SAID LOT 2, NORTH 89°05'19" EAST, A DISTANCE OF 22.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE, AND ALONG THE WESTERLY AND NORTHERLY LINES OF PROPOSED LOT 2A, RALSTON GARDENS MINOR SUBDIVISION THE FOLLOWING THREE (3) COURSES:

1. SOUTH 05°46'22" EAST, A DISTANCE OF 53.64 FEET;
2. THENCE SOUTH 37°23'44" WEST, A DISTANCE OF 36.88 FEET;
3. THENCE NORTH 89°13'35" WEST, A DISTANCE OF 182.35 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°17'42" WEST, A DISTANCE OF 16.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

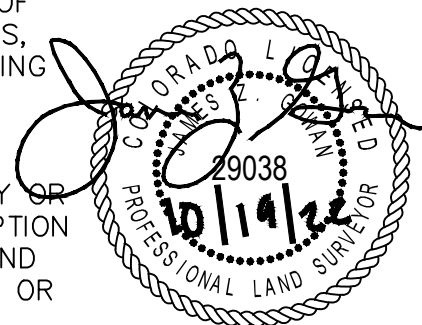
SAID PARCEL CONTAINING 5,116 SQ. FT., OR 0.12 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JAMES Z. GOWAN
COLORADO P.L.S. #29038
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 22-77,619
DRAWN BY: E. PRESCOTT
DATE: OCTOBER 19, 2022

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



Flatirons, Inc.
Land Surveying Services



655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

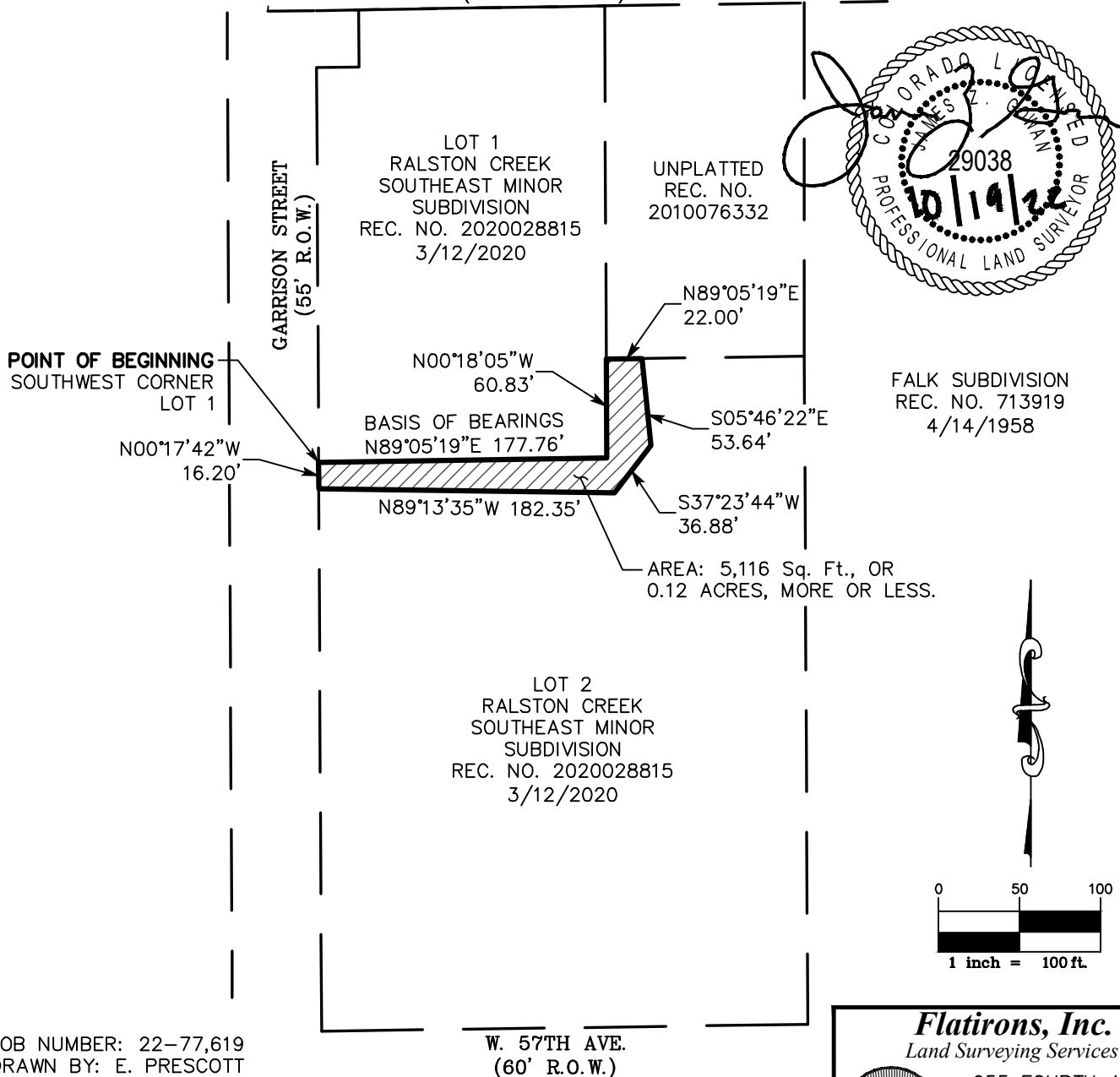
www.FlatironsInc.com

EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

SHEET 2 OF 2

W. 58TH AVE (A.K.A. RALSTON ROAD)
(R.O.W. VARIES)



JOB NUMBER: 22-77,619
DRAWN BY: E. PRESCOTT
DATE: OCTOBER 19, 2022

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

W. 57TH AVE.
(60' R.O.W.)

Flatirons, Inc.
Land Surveying Services



655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

www.FlatironsInc.com

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

Ralston Gardens
Rezoning and Major Modification
DA2022-0031

NATURE OF REQUEST

SAR Architects, on behalf of Ralston Gardens, LLC, are requesting to rezone approximately 0.12 acres of land from RN-7.5 (Residential Neighborhood 7,500) to MX-N (Mixed-Use Neighborhood) and a Major Modification to waive the requirement in section 5-1-2-5(G)(1) of the City of Arvada Land Development Code (LDC) that requires at least 75% of the units to have a private outdoor yard, patio, or balcony.

Ralston Gardens is a proposed 102 unit, four story affordable housing development that was awarded Low Income Housing Tax Credits (LIHTC) by the Colorado Housing and Finance Authority. City Council unanimously approved the Conditional Use for the stand alone parking lot that will serve Ralston Gardens at the June 28, 2021, meeting. This parking lot is located across Garrison Street, south of the Taco Bell and KFC. The land proposed to be rezoned will be integrated into the Ralston Gardens development parcel through the administrative Minor Subdivision process which is currently being reviewed by staff. The approximate area to be rezoned is depicted with red hatching on aerial image below.



LOCATION AND HISTORY

The proposed Ralston Gardens development is located at the southeast corner of Ralston Road and Garrison Street, on the property formerly known as 5790 Garrison Street. The City conveyed this property to the Arvada Urban Renewal Authority (AURA) in May, 2020. Under City ownership, the property was the former location of the City's "Central Stores" building. Before that, the building operated as a water filtration plant. This building was demolished in 2021.

Prior to the Ralston Creek Southeast Minor Subdivision, which was recorded in March, 2020, the City's "Central Stores" building and the Arvada Gardeners Community Garden directly to the south were on a single unplatted parcel of land. The Ralston Creek Southeast Minor Subdivision created two lots out of the previously unplatted parcel of land. The Ralston Gardens development is proposed for Lot 1 and the community garden is on Lot 2. The land proposed for rezoning is also located on Lot 2 adjacent to the southern property line and a small portion of the eastern property line of Lot 1 (see approximate location on aerial image on previous page). However, the land proposed to be rezoned is located outside of the existing fence that encloses the community garden and includes a relatively steep slope that has historically been maintained by City staff (see image below and on page 3). This results in a piece of land that could be potentially problematic from a property maintenance perspective given that it is outside of the area that is maintained by the Arvada Gardeners and it is on a relatively steep slope. The purpose of the proposed rezoning and subsequent minor subdivision is to incorporate this piece of land into the Ralston Gardens development in a manner that does not result in a single lot with two different zone districts on it (e.g. split zoned) and ensures that it will no longer be maintained by the City. Together, Lot 1 of the Ralston Creek Southeast Subdivision and the land proposed to be rezoned will be referred to as the "subject property".



Area of Land Proposed for Rezoning Along Southern Property Line of Lot 1



Area of Land Proposed for Rezoning Along Eastern Property Line of Lot 1

NEIGHBORHOOD MEETING

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

The required neighborhood meeting for this neighborhood meeting was scheduled for February 9, 2022. However, no members of public requested a link to the virtual neighborhood meeting so the meeting was canceled.

PUBLIC NOTIFICATION

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

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1,000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

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

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

SEVERED MINERAL RIGHTS

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

DEVELOPMENT REVIEW TIMELINE

Review of the Development Application, which includes a Site Plan and Minor Subdivision, began on April 18, 2022 and is currently in third review.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

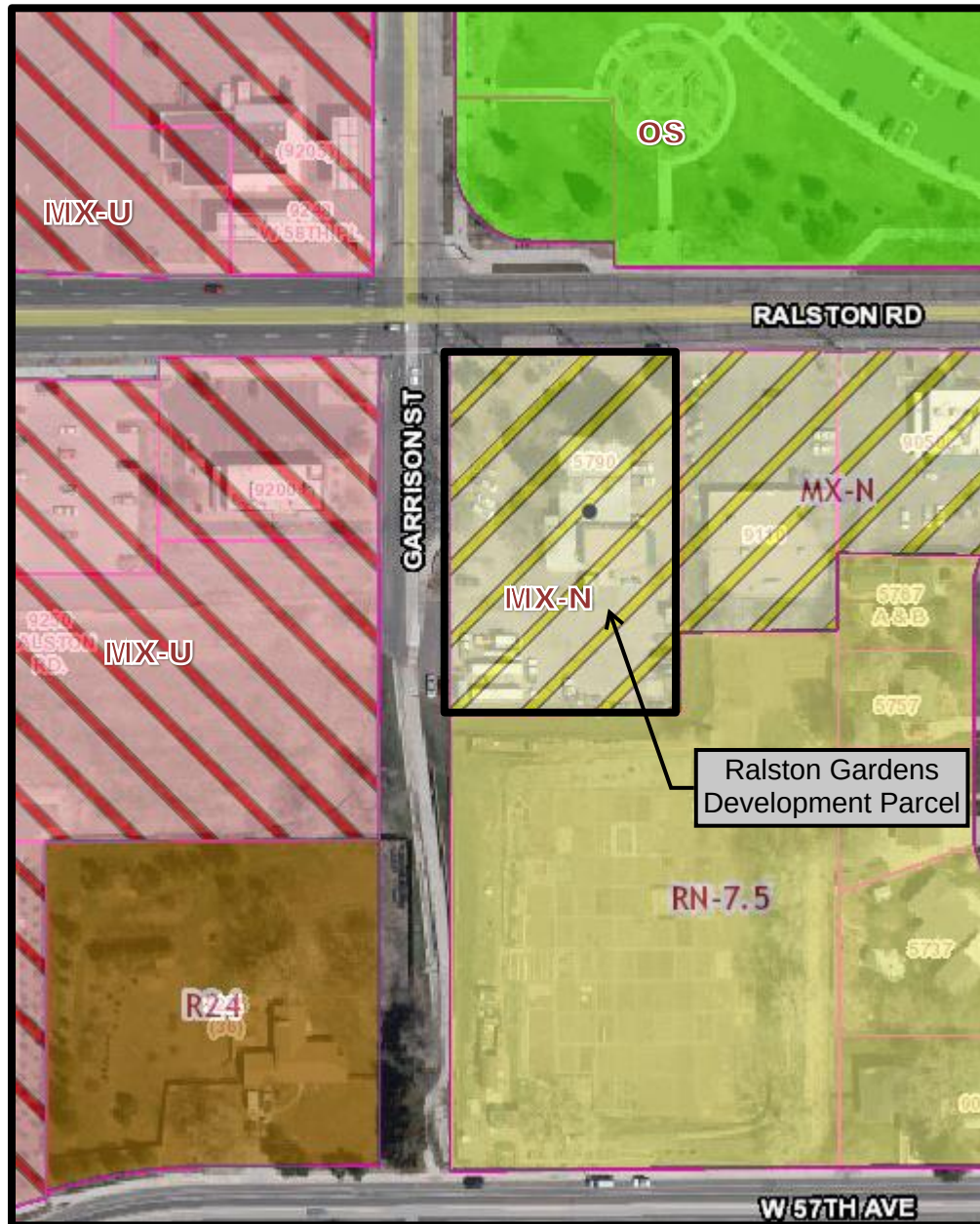
ZONING AND LAND USE

The existing Lot 1 of the Ralston Creek Southeast Minor Subdivision is currently zoned MX-N and is approximately 48,606 square feet in size. The portion of Lot 2 of the Ralston Creek Southeast Minor Subdivision that is proposed to be rezoned from RN-7.5 to MX-N and incorporated into Lot 1 is approximately 5,116 square feet in size (see zoning map on following page).

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	OS (Open Space)	City of Arvada Park (Ralston Central Park)
South	RN7.5	Community Garden
East	MX-N	Community Garden and Commercial/Retail (Arvada Appliance)
West	MX-U (Mixed-Use Urban)	Commercial/Retail (Taco Johns and KFC) and Undeveloped Land (the undeveloped land is intended to serve as the parking lot for the proposed Ralston Gardens development)

As stated above, the applicant is requesting the proposed rezone to incorporate this piece of land into the Ralston Gardens development in a manner that does not result in a single lot with two different zone districts on it (e.g. split zoned) and ensures that it will no longer be maintained by the City.



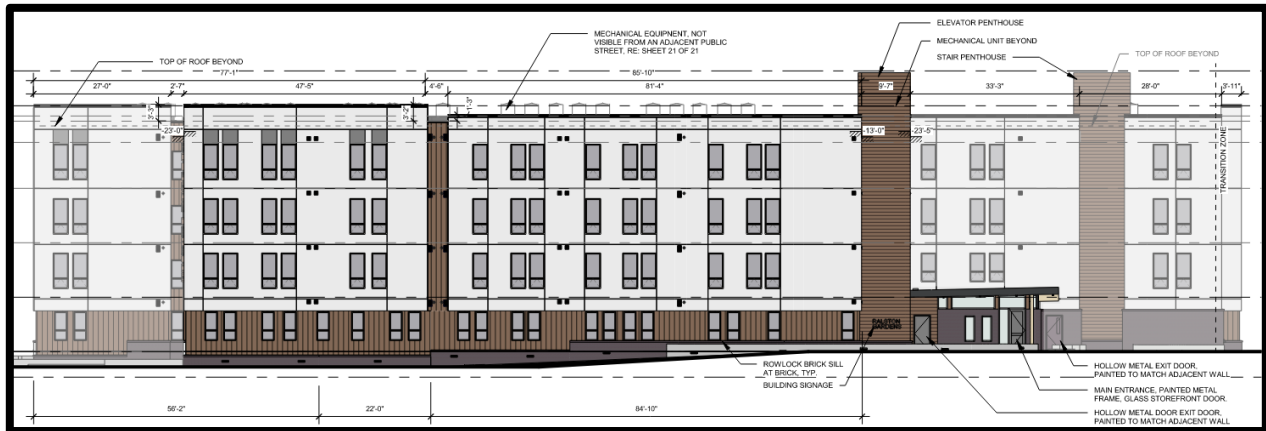
MAJOR MODIFICATION REQUESTED

The Applicant is requesting Major Modification to waive the requirement in section 5-1-2-5(G)(1) of the City of Arvada Land Development Code (LDC) that requires at least 75% of the units to have a private outdoor yard, patio, or balcony with a minimum dimension of six feet and a minimum total area of 24 feet. Rather than balconies, the applicant is proposing shared common areas such as an interior outdoor courtyard, an outdoor plaza, a fitness room, and a community room.

Per the applicant's narrative, which has been attached to this staff report, the applicant feels the major modification is justified based on the following rationale:

“This project is unique because of the site’s location to a variety of outdoor spaces such as the Ralston Central Park, the future Garrison Street paseo, and the Community Gardens, which was strategically selected to provide these areas as an amenity for the residents. The project will also provide a 2,000 sf landscaped outdoor courtyard, a 975 sf community room and an 840 sf fitness room specifically for the residents. These areas provide a more useful space where residents have more space and provides the opportunity to gather as opposed to a private outdoor balcony. It has been the developer’s experience that the typical resident in this type of project will commonly use a balcony as a storage area, which could have an impact on adjacent neighbors. The minimum required 24 sf provides more value as part of the conditioned living area, in lieu of a balcony.”

An image of the west elevation of the building has been provided below. All architectural elevations and the landscape plan have been included with the staff report.



West Elevation along Garrison Street

LAND DEVELOPMENT CODE APPROVAL CRITERIA

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

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning is consistent with the Ralston Fields Urban Renewal Plan. The subject property is located within the Triangle planning area and is identified as Mixed-Use with “Potential for Multi-family residential to support retail”.
2. The intended land use is consistent with the	Complies	The area of land to be rezoned

stated intent of the proposed zoning district.		would be incorporated into the Ralston Gardens multifamily development. The Ralston Gardens development is consistent with the stated intent of the MX-N zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	The area of land to be rezoned will be incorporated into the Ralston Gardens development and therefore, will have no impact on the facilities and services in the area.
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 area of land to be rezoned will not have a significant impact upon the natural environment.
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 area of land to be rezoned will be incorporated into the Ralston Gardens development and is consistent with the character of existing and planned development in the surrounding area.

Div. 8-3-11 Major Modification Approval Criteria	Finding	Rationale
1. The requested modification is consistent with the Comprehensive Plan and the stated purpose of the applicable zoning district.	Complies	The requested modification allows the Ralston Gardens project to be approved as proposed. The Ralston Gardens project is consistent with Mixed-Use: Residential Emphasis Future Land Use designation and is consistent with the stated purpose of the MX-N zone district.
2. The requested modification addresses a unique situation or incorporates creative site design.	Complies	The modification to eliminate balconies addresses two unique situations. It creates more conditioned space within the unit and it eliminates the ability to use the balconies for storage. In addition, the building incorporates a variety of common areas such as an interior outdoor courtyard, an outdoor plaza, a fitness room, and a community room to provide space for residents outside of their units.
3. The requested modification will not result in	Complies	The proposed modification only eliminates outdoor balconies and

incompatible development.		therefore, will not result in incompatible development.
4. The requested modification will have no significant adverse impact on the health, safety or general welfare of surrounding property owners or the general public.	Complies	The proposed modification only eliminates outdoor balconies and therefore, will have no impact of the health, safety or welfare of the community or surrounding properties.
5. Any adverse impacts resulting from the modification will be mitigated to the extent reasonably feasible.	Complies	The elimination of outdoor balconies will not result in adverse impacts.

STAFF RECOMMENDATION

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

If the Planning Commission finds that a recommendation to approve the Rezoning and Major Modification is supported by the approval criteria, then staff recommends that the following conditions be made part of the approval:

1. The Ralston Gardens Minor Subdivision shall be approved and recorded prior to issuing building permits.

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

November 28, 2022

Jacob Nitchals
Senior Planner
720-898-7449
jnitchals@arvada.org
Planning Department
City of Arvada

Ralston Gardens Affordable Housing
Arvada, Colorado
Major Modification

Jake,

Ralston Gardens Apartments is a proposed 102-unit, 100% affordable housing development being proposed by Mile High Development and Brinshore Development. The Developer has received Colorado Housing and Finance Authority for State and Federal Tax Credits under the Low Income Housing Tax Credit (LIHTC) program that is utilized in Colorado, and most other states, to finance the majority of rental affordable housing that is developed to address the income levels of 30%-80% AMI (Area Medium Income).

This project is requesting **(1)** a deviation of 5-1-2-5.G requiring at least 75% of the total dwelling units to be provided with at least one private outdoor yard, patio or balcony to 0% of the total dwelling units and **(2)** a rezoning of a portion of acquired land from the Community Gardens to the Ralston Gardens site.

Major Modification Request

This project is unique because of the site's location to a variety of outdoor spaces such as the Ralston Central Park, the future Garrison Street paseo, and the Community Gardens, which was strategically selected to provide these areas as an amenity for the residents. The project will also provide a 2,000 sf landscaped outdoor courtyard, a 975 sf community room and an 840 sf fitness room specifically for the residents. These areas provide a more useful space where residents have more space and provides the opportunity to gather as opposed to a private outdoor balcony. It has been the Developer's experience that the typical resident in this type of project will commonly use a balcony as a storage area, which could have an impact on adjacent neighbors. The minimum required 24 sf provides more value as part of the conditioned living area, in lieu of a balcony.

Sincerely,



Kari Daly, Associate
SAR+



Image for reference

RALSTON GARDENS

LOT 1, RALSTON CREEK SOUTHEAST MINOR SUBDIVISION AND LOT 3, ARVADA PLAZA
FILING NO. 2, LOCATED IN THE SOUTH HALF OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

BUILDING ELEVATIONS

EIFS

VERTICAL BOARD AND BATTEN

HORIZONTAL LAP SIDING, 9" EXPOSURE

HORIZONTAL LAP SIDING, 9" EXPOSURE

GRILLS, LOUVERS, AND MECHANICAL PENETRATIONS

MODULAR BRICK VENEER

BASF Senergy:

Senershiel-R
Senergy Adhesive
EPS Insulation Board
Senergy Base Coat
Senergy Reinforcing Mesh
Senergy Base Coat
Senergy Finish Coat
COLOR: Sherwin Williams
SW7105 Paperwhite

Painted Fiber Cement

AFC or James Hardy
COLOR: Sherwin Williams
SW6013 Bitter Chocolate
Vertical battens to match,
random spacing between 4"
(min) and 12"(max)

Painted Fiber Cement

AFC or James Hardy
COLOR: Sherwin Williams
SW6013 Bitter Chocolate
Horizontal battens to match,
random spacing between 4"
(min) and 12"(max)

Painted Fiber Cement

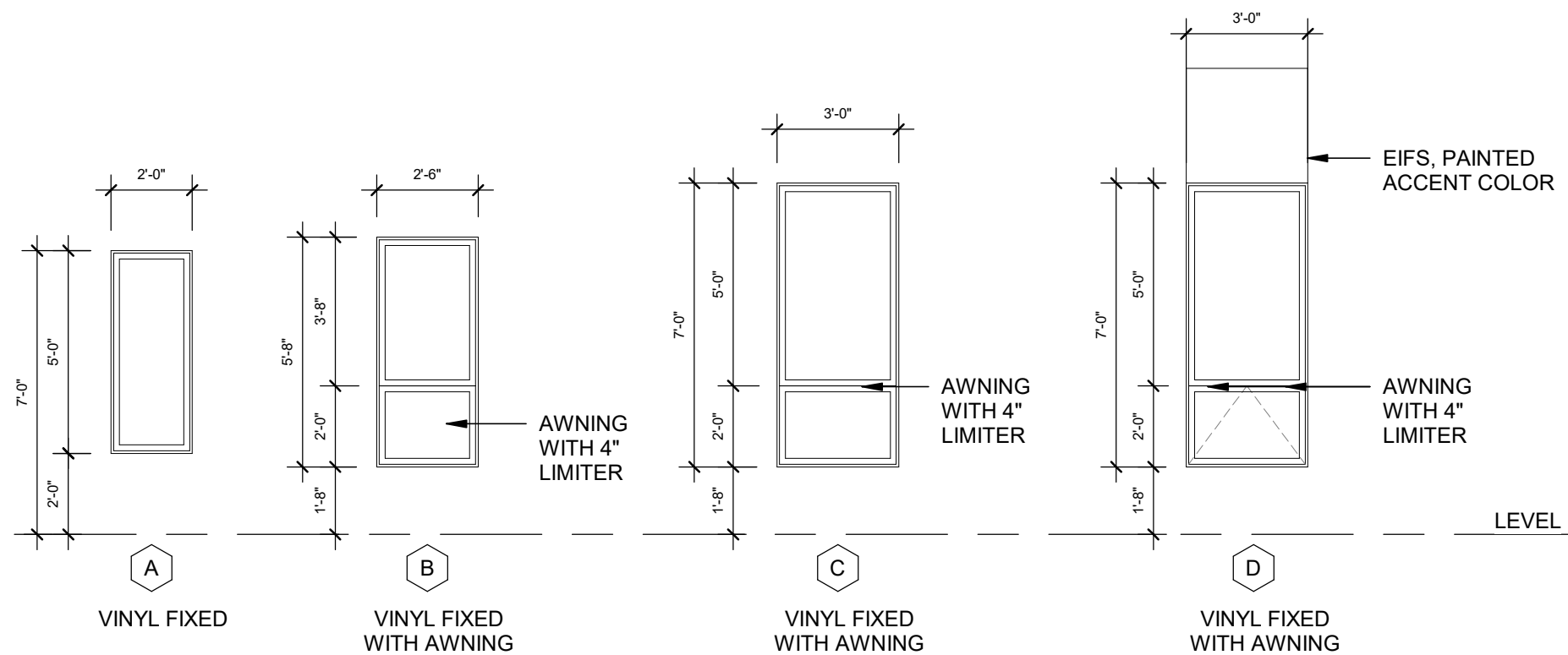
AFC or James Hardy
COLOR: Sherwin Williams
SW7652 Mineral Deposit
Horizontal battens to match,
random spacing between 4"
(min) and 12"(max)

Painted to match wall

All penetrations are located
in the fiber cement cladding
and will be painted to match.
Color: Sherwin Williams
SW6013 Bitter Chocolate

Full bed brick/running bond

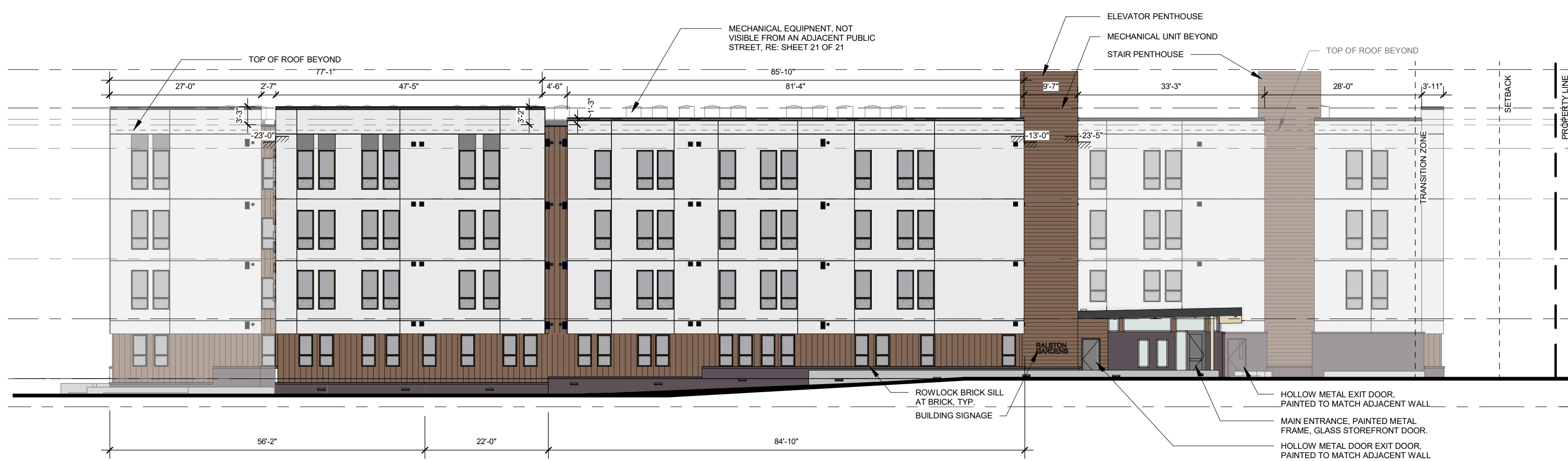
Cloud Ceramics
Color: Ebony IS
Size: Modular
Texture: Velour
Mortar: Dove Grey



- NOTES:
- PARAPET PROVIDES SCREENING FOR MECHANICAL EQUIPMENT FROM THE STREET, SEE STREET SECTIONS.
 - ALL BUILDING PROJECTIONS, INCLUDING, BUT NOT LIMITED TO, GUTTERS, DOWNSPOUTS, CHIMNEYS, FLUES AND VENTS, SHALL MATCH IN COLOR THE PERMANENT COLOR OF THE SURFACE FROM WHICH THEY PROJECT OR MATCH THE BUILDING'S TRIM COLOR.
 - ALL ROOFTOP AND WALL VENTS AND FLUES ON A PITCHED ROOF OR EXTENDING ABOVE THE TOP OF THE NEAREST PARAPET SHALL BE PAINTED WITH ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE. WALL-MOUNTED UTILITY EQUIPMENT AND METERS SHALL BE SCREENED FROM VIEW FROM A PUBLIC STREET AND SHALL BE PAINTED A COLOR TO BLEND WITH THE BUILDING FAÇADE.

MATERIAL LEGEND

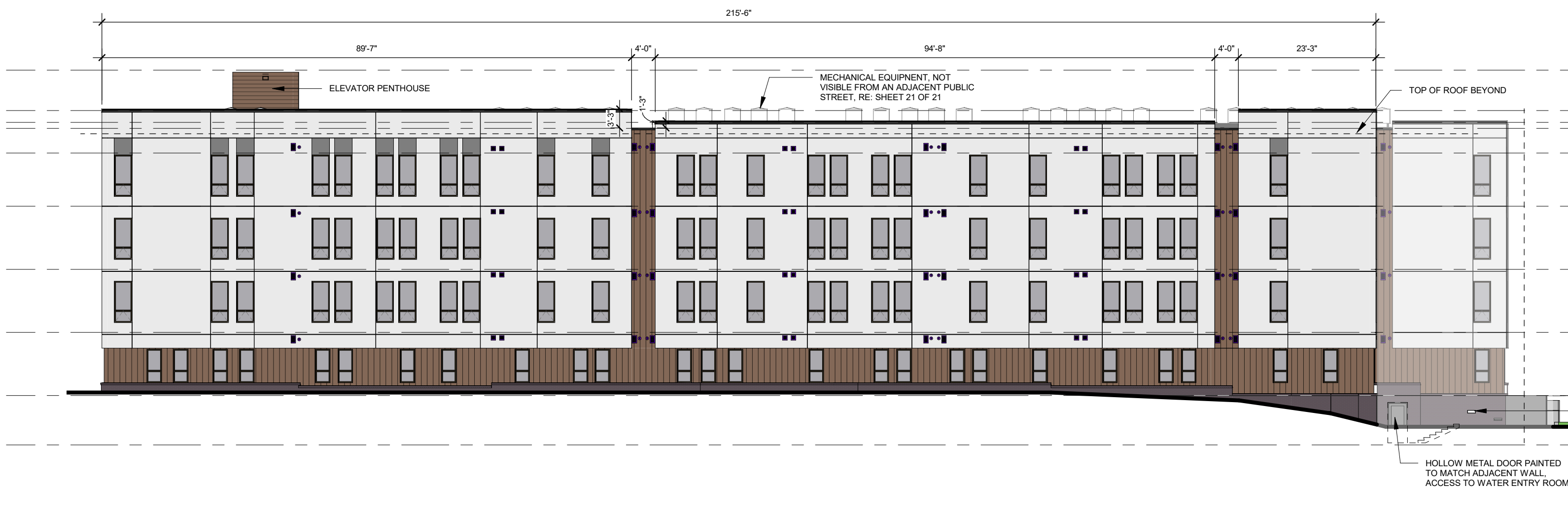
WINDOW LEGEND



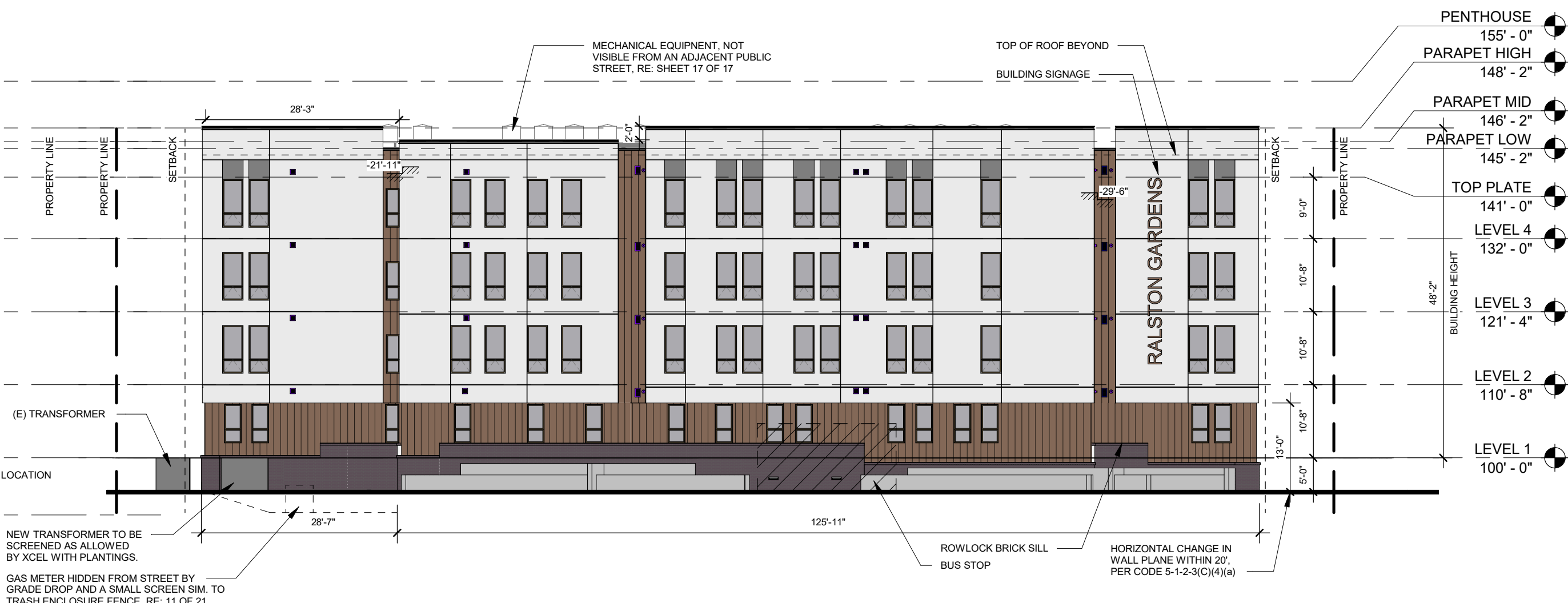
WEST ELEVATION ALONG GARRISON STREET
1/16" = 1'-0"



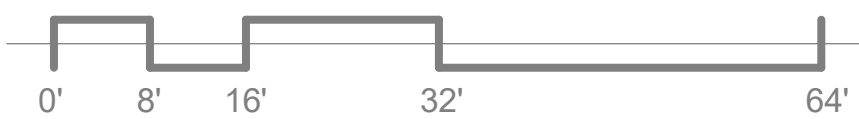
SOUTH ELEVATION ALONG COMMUNITY GARDENS
1/16" = 1'-0"



EAST ELEVATION
1/16" = 1'-0"



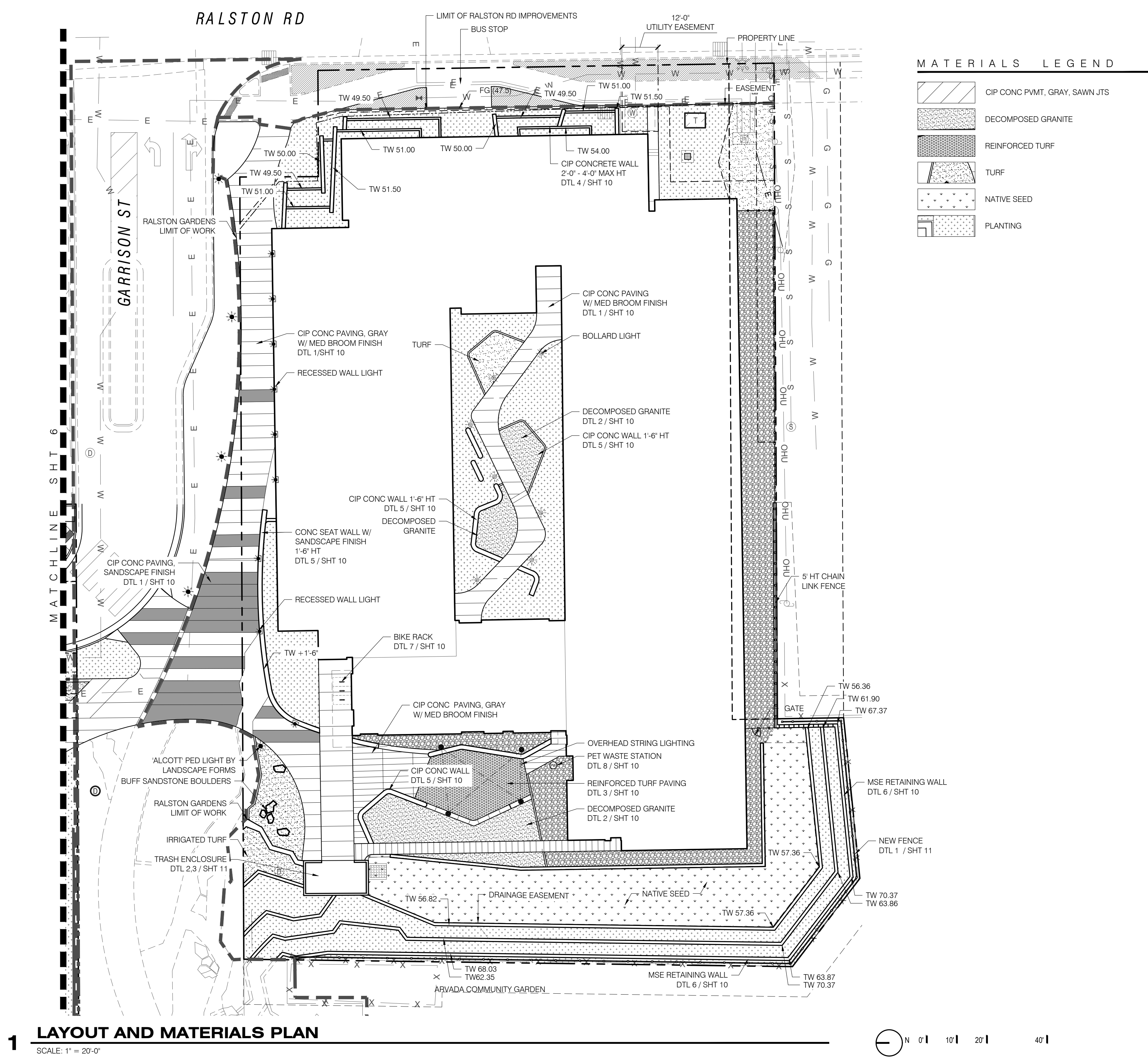
NORTH ELEVATION ALONG RALSTON ROAD
1/16" = 1'-0"



RALSTON GARDENS

LOT 1, RALSTON CREEK SOUTHEAST MINOR SUBDIVISION AND LOT 3, ARVADA PLAZA
FILING NO. 2, LOCATED IN THE SOUTH HALF OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

LAYOUT AND MATERIALS PLAN



7/27/2022 3:40:02 F Autodesd Docs/1/1921 - Arvada Affordable Housing/Arvada Housing Central 2022.rvt



SUMMARY MINUTES OF PLANNING COMMISSION ACTION HELD
December 6, 2022

Planning Commission meeting minutes are not an exact transcript and represent key points and the basis of discussion.

1. **CALLED MEETING TO ORDER– By Michael P. Griffith at 6:22 P.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL OF MEMBERS**

Those present: Michael P. Griffith, Andrew Gay, Tim Knapp, Brandon Figliolino, Tom Aljinovich, Doug Magee, Steve Hannan

THOSE ABSENT

Motion to excuse

Andrew Gay

ALSO PRESENT: Rob Smetana, City Planning Manager; Emily Grogg, Sr. Ass't. City Attorney; Heidi Van Gieson, Administrative Specialist, Jacob Nitchals, Sr. Planner, Linda Hoover, Planner, Jeri Pulkinen, Civil Engineer, Jenny Wolfschlag, City Engineer, Dixielee Rodriguez, Administrative Specialist/Recording Secretary.

4. **APPROVAL OF MINUTES**

September 20, 2022. The minutes stand approved as printed. Bottom of page 2, to repair and damage "to repair any damage"

5. **GENERAL BUSINESS**

Absence of Nancy Young

6. **REPORTS**

None

7. **PUBLIC COMMENT**

There was no one wishing to speak. Public Comment was closed.

8. PUBLIC HEARINGS

DA2022-0055 Sabell Filing No. 3 Major Comprehensive Plan Amendment, Annexation, Rezoning, PUD Development Plan and Preliminary Plat located West of Urban Street and South of West 58th Ave

The public hearing was opened.

Mr. Griffith entered into the record the staff report for DA2022-0055 dated December 6, 2022, posting of signs, affidavit of mailing, and posting log.

Ms. Hoover explained the changes that she made to the Staff Report Conditions.

Ms. Hoover introduced the project to the Planning Commission and stated that this property is located in the existing Sabell area.

Mr. John Presowich 200 Kalamath St., Denver, CO 80223. Phase 3 of an existing Sabell community. Townhomes proposed are similar to phase 2. Proposed 45 townhomes which is 25% less than max dense permits. Phase 3 provides pedestrian connection to the western part of the community. Provide two examples of the intent to be consistent with the existing Sabell community. Feel that this is a logical addition to the City of Arvada.

Mr. Griffith opened the hearing for comments from the public.

PUBLIC COMMENT

IN FAVOR

None

IN OPPOSITION

Pat Osness 57455 Tabor Street, Arvada, CO 80002, lives to the east of this proposed project. Is concerned about us creating additional rentals that may not be utilized. Building that gets started and not finished or grounds getting disturbed and not forward movement with a project. Maybe have a pause before we build more.

APPLICANT REBUTTAL

Matt Cavanaugh - Remington Homes 5740 Olde Wadsworth Blvd, Arvada, CO, 80002
Stated that these projects take a long time from start to finish. This is not an apartment project, they are units that will be for sale. Different than what is going on at Timberline Gardens.

Mr. Griffith closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Knapp stated appreciation for the staff on the level of detail in the staff report.

Mr. Knapp asked if they could show where parking will be and asked if there will be signage.

Mr. Cavanaugh states each unit has 2 car garages.

Mr. Presowich Off street parking off the alley. Believes required to have 99 spaces, have 104 spaces.

Mr. Cavanaugh stated no ability to park in alleyways through CCRs and mandated homeowners have to park in their garage. Cannot be used for storage.

Ms. Hoover states there is an emergency access easement over drives can work with Fire if this becomes an issue.

Mr Knapp asked if the applicant was aware of the changes that were made on the Staff Report.

Ms. Hoover stated the applicant had received the changes.

Mr. Hannan asked if the distance from Simms to Ward and Urban enough will allow a traffic light?

Ms. Wolfschlag stated that that area has been looked at and has plans for a light from the get go work with CDOT.

Mr. Hannan asked about the Comprehensive Plan needing to align with adjacent districts does this meet requirements for compatibility?

Ms. Hoover answered there is high density to the north and east. Density on Sabells is mixed. Yes this meets requirements.

Mr. Hannan on floodplain for Sabell 3, didn't this get taken care of with phase 1 and 2?

Ms. Hoover parcel for phase 3 was not owned by the developer at that time. This will be the same process as phases 1 and 2.

Mr. Hannan neighborhood comment about access to Van Bibber creek?

Ms Hoover City wants the connection. Resident to the south does not want it.

Mr. Magee asked if anything has been looked at in concerns of 58th and Ward?

Ms. Wolfschlag stated that they do not have updates on this area from CDOT.

Mr. Magee asked about the floodplain info, if they have started that process to be approved?

Ms. Hoover stated CLOMR is approved and LOMR is in the process.

Ms. Wolfschlag stated LOMR conditional approved.

Mr. Magee asked about the width of the alley, if Arvada Fire was okay with it.

Ms. Hoover stated that AFD is okay with the existing plans.

Mr. Magee asked the applicant about the trees that are marked for removal.

Mr. Presowich stated that they are removing the invasive species and replacing them with other trees.

Mr. Griffith asked about if there will be an HOA?

Mr. Cavanaugh stated that there is a Metro District that manages the entire Sabell filing 1 and 2 right now and will be requesting this project be added to that District.

Mr. Griffith asked about the timeline of the project

Mr. Cavanaugh stated it will depend on the weather but they have the funding together and are ready to pull building permits in Filing 2. Filing 1 is pretty much completed with residents living in units. Pending approval of filing 3 addition entitlements and approvals hopefully starts in 2024

Mr. Griffith asked if all of all the items in the project are for sale?

Mr. Cavanaugh stated that they try to have some sold before the build, but some are built during.

Mr Griffith asked timeline from our staff

Mr. Smetana stated that it is market driven and they have 5 years to complete from approval.

Ms. Wolfschlag added that they won't issue construction permits without a letter of escrow. City holds money as an incentive to complete construction. Contractor will get a portion back.

9. MOTION: Agenda Item 8.A

It was moved by Mr. Magee, That CP2022-0003 a Resolution By The Planning Commission For The City Of Arvada, Colorado To Amend The 2014 Arvada Comprehensive Plan Land Use Designation Pertaining To Sabell Filing No. 3, From Medium Density Residential To High Density Residential, Located West Of Urban Street And South Of West 58th Avenue, and be recommended to City Council for ratification of the Comprehensive Plan Amendment.

This motion is based on the findings of fact and approval criteria on Page 7 of the Staff Report.

DISCUSSION OF MOTION

None

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

10. MOTION: Agenda Item 8.B

It was moved by Mr. Magee, That the An Ordinance Annexing Certain Land Into The City Of Arvada, Colorado, Sabell Filing 3, A Parcel Of Land Located West Of Urban Street And South Of West 58th Avenue In The County Of Jefferson And State Of Colorado, be recommended to City Council for approval subject to the revised condition made by the staff in its updated Staff Report.

This motion is based on the findings of fact and approval criteria on Page 6-7 of the Staff Report.

DISCUSSION OF MOTION

None

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

11. MOTION: Agenda Item 8.C

It was moved by Mr. Magee, An Ordinance Rezoning Certain Land Within The City Of Arvada, Sabell Filing 3, From Jefferson County A-2 (Agricultural) To City Of Arvada PUD (Planned Development), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Parcel Of Land West Of Urban Street And South Of West 58th Avenue, be recommended to City Council for (approval) (denial).

This motion is based on the findings of fact and approval criteria on Page 8 of the Staff Report.

DISCUSSION OF MOTION

None

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

12. MOTION: Agenda Item 8.D

It was moved by Mr. Magee, That PUD Development Plan for Sabell Filing No. 3, generally located West of Urban St. and South of 58th Ave., be recommended to City Council for approval subject to the revised condition made by the staff in its updated Staff Report.

This motion is based on the findings of fact and approval criteria on Page 10-11 of the Staff Report.

DISCUSSION OF MOTION

Mr. Figliolino stated that he was excited about what they are bringing to the city

Mr. Knapp asked the staff how we deal with the fact that traffic congestion is not getting addressed

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

13. MOTION: Agenda Item 8.E

It was moved by Mr. Magee, That Preliminary Plat for Sabell Filing No. 3, generally located West of Urban St. and South of 58th Ave., be recommended to the City Council for approval.

This motion is based on the findings of fact and approval criteria on Page 9-10 of the Staff Report.

DISCUSSION OF MOTION

Mr Griffith thanked the applicant and staff for their hard work and continuing to bet on our city.

Mr. Magee thanked the applicant and the neighbor for bringing his concerns to us tonight.

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

14. DA2022-0031 Rezoning and Major Modification for Ralston Gardens, generally located at the Southeast corner of Ralston Road and Garrison Street

The public hearing was opened.

Mr. Griffith entered into the record the staff report for DA2022-0031 dated December 6, 2022 affidavit of mailing, and posting log.

Mr. Nitchals stated that the vicinity map was incorrect, this not a required part of the letter. No other addition to the staff report.

Mr. Nitchals stated that this in conjunction with Ralston Gardens to rezone from RN-7.5 to MXU and a major modification request to waive requirement of private outdoor yard patio or balcony..

Maureen Phair Director of Arvada Urban Renewal 5603 Yukon Street stated that this project is between, AURA, City of Arvada and Mile High Development. This will be an affordable housing project.

George Thorn Mile High Development 98 Madison Street Cherry Creek, Denver, CO 80206. stated that this is his 10th affordable housing project that he has been a part of. Made a commitment to Affordable Housing projects. This project is a truly affordable housing project, financed with tax credit at federal and state level. This project is a 4 story building with 102 units. Parking next to the project site by Walmart.

Andre Baros 4584 S Newton Street Denver, CO 80236 stated the Rezoning of the land and to remove the requirement of balconies on each space and doing ample shared outdoor area and shared amenity building. Well connected area, massive park across the street, community garden and paths near site. Parking lot has its own green space. Walking connection to store and fast food joint. Creating two primary outdoor spaces. South more public focus outdoor space inner courtyard a more private outdoor space.

Mr. Griffith opened the hearing for comments from the public.

PUBLIC COMMENT

There being no one wishing to speak. Public Comment was closed.

APPLICANT REBUTTAL

None

Mr. Griffith closed public comment.

QUESTIONS FROM THE COMMISSION

Mr. Figliolino asked what kind of vehicle traffic are they expecting in the exterior courtyard?

Mr. Baros said the design given the grade of the site only place is at one spot there would be trash pickup 1-2 times a week. Moving in and out vehicles. Rush at the beginning then less then once a month after initial move in.

Mr. Figliolino asked how they will deter vehicle traffic or parking in the exterior courtyard?

Mr. Baros stated that across the street 153 parking spots.

Mr. Figliolino asked about the parking lot and to elaborate on the amenities of the urban park in the parking lot.

Mr. Baros stated the sidewalk is wider and additional planting and enhanced paving.

Mr. Figliolino question for staff who is going to be maintaining the paseo.

Mr. Nitchals stated the city parks department will maintain it.

Mr. Figliolino asked what barriers will be installed in front of the paseo to prevent traffic from going up it?

Mr. Baros states a curve comes north to south with a concrete closer. Creates a neck making it narrow to prevent cars from going up it. Just wide enough for two lanes of bike cycle traffic.

Mr. Aljinovich asked on the parking lot, how would you keep out people that don't belong in it.

Mr. Baros stated no fence no barriers around it, north edge is fire lane, this cannot be block, south edge has a retaining wall.

Mr. Aljinovich so there is one entrance and one exit?

Mr. Baros states correct. Fire lane east to west and North curb cut entrance loops around.

Mr. Aljinovich where does all of the crud that drips off the cars go?

Mr. Baros stated that the center planting is the water collection at grade and detention below grade in the parking lot.

Mr. Knapp asked about Fire Truck and Police access?

Mr. Baros pointed out where fire hydrants are on plans and the fire truck has access from all sides of the building. Police would access from the main plaza.

Mr. Knapp asked about lighting the plaza has for security purposes?

Ms. Grogg interrupts and states that we are only addressing the items pertaining to the Rezoning and Major Modification

Mr. Baros stated that there is ballards and plenty of lighting to address this.

Mr. Magee asked about the mention that balconies in general are used for storage areas in other units.

Mr. Baros stated in general the housing demographics are barely have enough funds to pay rent and they are not going to have patio furniture. Ends up being storage. There will be a secured room for bike storage.

Mr. Magee asked if by providing a common area conference room and fitness center these get used by the residents?

Mr. Baros stated yes no space gets used 100% of the time. But yes they do get used.

Mr Griffith asked about the reason why the removal of the balconies. Do you lose square footage in the unit when adding a balcony?

Mr. Baros stated by doing the balconies it takes away from the living space of the unit. which ultimately takes away from the entire building. making the courtyard smaller or non-existent.

Mr. Griffith asked about the bikes being stored on the balconies, is there a facility for bike storage?

Mr Baros Yes bike room in the building that is locked. Residents will have access to storage.

Mr Griffith asked about the window's ability to be opened.

Mr. Baros stated Yes the windows can be opened.

Mr. Griffith asked where will snow storage be located?

Mr. Baros stated that they have subtracted parking spaces for snow storage and in the plaza (loading area or detention pond).

Mr. Griffith said he is very pleased about the landscaping on the project. Doesn't look like an afterthought.

Mr. Aljinovich appreciated the work that staff did on this plan. He couldn't find anything wrong.

15. MOTION: Agenda Item 8.F

It was moved by Mr. Knapp, That the Zoning of certain land in the City of Arvada for a 0.12 acre parcel of land from RN-7.5 (Residential Neighborhood 7.5) to MX-N (Mixed-Use Neighborhood) and Amending the Official Zoning Maps of the City of Arvada, Colorado, generally located at the southeast corner of Ralston Road and Garrison Street, be recommended to City Council for approval subject to the condition stated in the Staff Report

This motion is based on the findings of fact and approval criteria on Page(s) 6, 7, and 8 of the Staff Report.

DISCUSSION OF MOTION

Mr. Hannen stated that he is very happy with this project.

Mr. Magee stated this great project, great idea, and great location.

Mr. Figliolino stated really beautiful project.

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee, Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

16. MOTION: Agenda Item 8.G

It was moved by Mr. Magee, Major Modification to waive the requirement in section 5-1-2-5(G)(1) of the City of Arvada Land Development Code (LDC) that requires at least 75% of the units to have a private outdoor yard, patio, or balcony, approximately located at the southeast corner of Ralston Road and Garrison Street., be recommended to City Council for approval subject to the condition stated in the Staff Report

This motion is based on the findings of fact and approval criteria on Page(s) 7 and 8 of the Staff Report.

DISCUSSION OF MOTION

Mr. Griffith stated that this is a great project.

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

17. OTHER ITEMS

Cancel Planning meeting on December 20th, 2022

Those voting Yes: Griffith, Hannan, Knapp, Ajinovich, Magee Figliolino

Those voting No:

Those absent: Gay

The motion carried: 6-0

18. Mr. Griffith general comment general invite to Holiday party.

Ms. Grogg stated holiday party has been posted.

18. ADJOURNED at 7:56 P.M.

Michael P. Griffith, Chair

Tim Knapp, Secretary

Dixielee Rodriguez, Recording Secretary



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 23, 2023

SUBJECT: CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts (Ordinance No. 4834)

Report in Brief

The City of Arvada's Charter states that the City Council shall establish districts and revise, alter or change the boundaries within one year following the official publication of the federal census and upon the completion of Jefferson and Adams County revising their precincts. Jefferson and Adams Counties published their revised precinct maps in February 2022, making it necessary for the City to revise its own election boundaries on or before February 2023. The City of Arvada's Charter provides that the City's four districts shall be based on the number of inhabitants residing in each district and have an equal number, as near as may be, as required by the Constitution of the United States. The Colorado Constitution contains a requirement of a 5% standard deviation between districts. All proposed voting district maps meet these general requirements.

The Arvada team recommends that the City Council choose one of the three proposed voting district maps, and approve CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts.

Financial Impact

The only cost associated with the redistricting will be published notices of the changes and postcards will be sent out to those individuals affected by the change. It is estimated the cost will be between \$1,000 and \$3,500 depending on which option council chooses.

Background

Discussion

The Arvada Team has provided City Council with maps showing the three options, each of which meets necessary deviation requirements (see chart below). The Arvada Team will send out a postcard to each registered voter whose council district will change.

	Population Existing (12.73% Deviation)	Population Option A (1) (4.25% Deviation)	Population Option B (4) (3.49% Deviation)	Population Option C (6) (2.90% Deviation)
Council District 1	28588	31349	31114	31568
Council District 2	32546	31363	31363	31032
Council District 3	31496	30174	30409	30665
Council District 4	31750	31494	31494	31115
Total Population	124380	124380	124380	124380

Public Contact

Posting of the City Council Agenda.

Commission Recommendation

N/A

Strategic Alignment

Revising Council Districts through an action that would approve any of the options presented herein aligns with the Organizational and Service Effectiveness Priority Area.

Alternative Courses of Action

The city team has supplied City Council with three alternative Council District boundary maps. Council may choose to approve any of the three proposed district maps.

Recommendation for Action

The city team recommends that the City Council approve CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts.

Suggested Motion:

I move that CB23-001, An Ordinance Amending Section 30-4 of the Arvada City Code Pertaining to Council Districts, be (approved on final reading, numbered 4834 and ordered published by title only, and that Option ____ be adopted as the City's official election boundary map) (rejected).

Prepared by:
Kristen Rush, City Clerk

Reviewed by:
Toni Riebschlager, Law Office Administrator 1/6/2023
Laura Hemler, Assistant City Attorney 1/6/2023

Approved by:

Linda Haley, Deputy City Manager 1/6/2023
Rachel Morris, City Attorney 1/9/2023
Lorie Gillis, City Manager 1/10/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-001
ORDINANCE NO. 4834

AN ORDINANCE AMENDING SECTION 30-4 OF THE ARVADA CITY CODE PERTAINING
TO COUNCIL DISTRICTS

WHEREAS, Section 30-4 of the Arvada City Code entitled “Voting districts and precincts” establishes the official legal boundaries of the voting districts of the City of Arvada;

WHEREAS, Section 4.1.1 of the Arvada City Charter provides that City Council shall revise, alter or change the boundaries of voting districts within one year following the official publication of each federal enumeration of the population of the City of Arvada and upon the completion of Jefferson and Adams County revising their precincts.

WHEREAS, Jefferson County and Adams County adopted and published new election precinct maps in February 2022 following the latest federal census, and thus the City of Arvada is required to adopt new voting district boundaries on or before February 2023;

WHEREAS, Section 30-6 of the Arvada City Code entitled “Boundary changes” requires that any changes in voting districts shall be completed not less than 90 days prior to any regular or special municipal election; and

WHEREAS, more than 90 days remain before the next regular or special municipal election.

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

Section 1. The boundaries of the districts of the City of Arvada are hereby changed so that each of the districts of the city shall consist of and contain the general election precincts listed below the number of each district of the city on Exhibit “A” attached hereto and made a part hereof by this reference; provided, however, that no portion of any general election precinct lying outside of the boundaries of the City of Arvada shall constitute a part of any district of the city. The official legal boundaries of the districts are set forth in a detailed map which is on file in the City Clerk’s Office and is available for public inspection during regular office hours. The official map is marked Exhibit “B” and made a part hereof by this reference.

Section 2. The City Council hereby finds and determines that the districts consist of the general precincts as provided for herein are as compact and as equal in population as is practicable, taking into consideration the boundaries, nature, and characteristics of the City of Arvada.

Section 3. This ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 9th day of January, 2023.

PASSED, ADOPTED, AND APPROVED this 23rd day of January, 2023.

ATTEST:

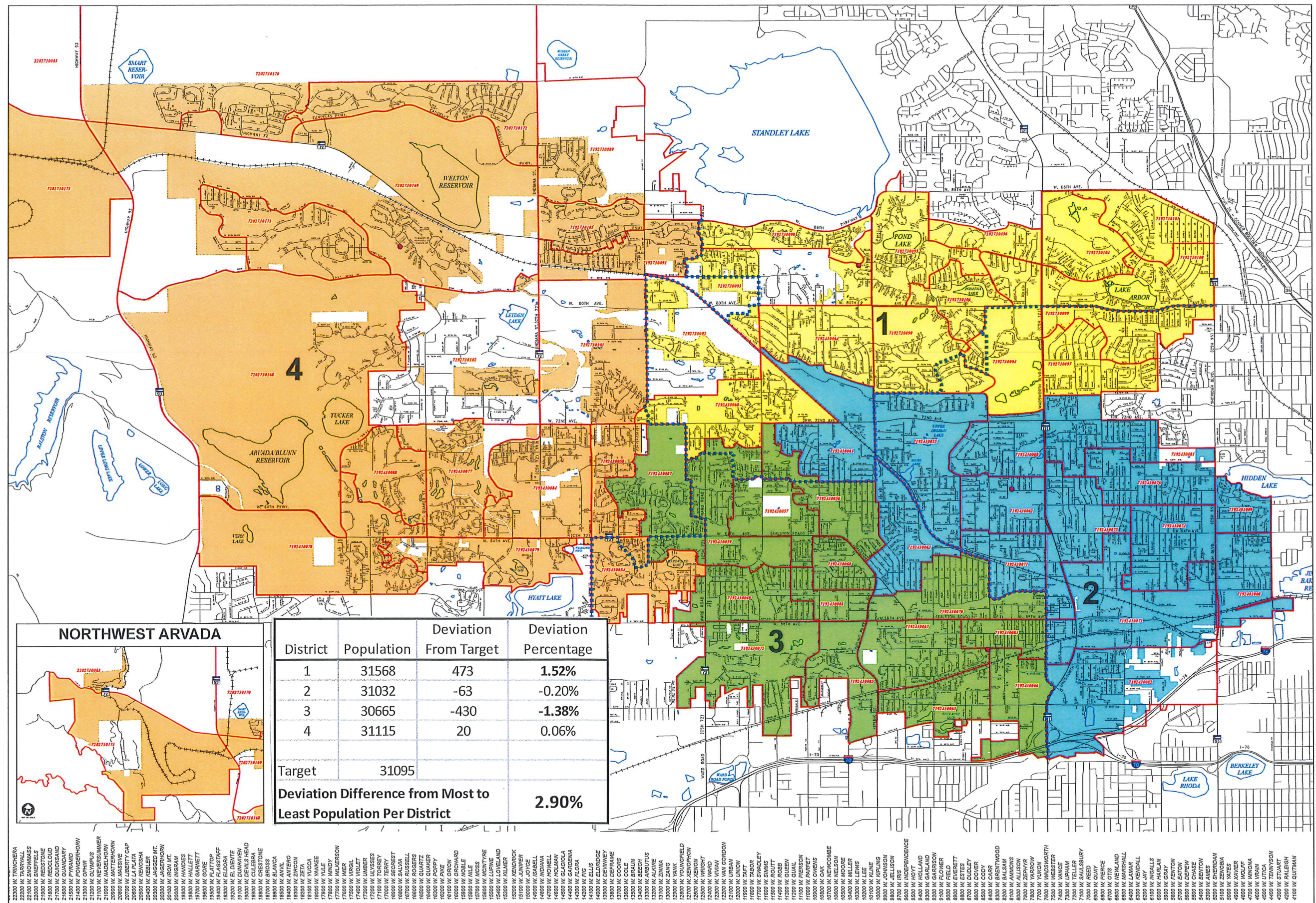
City Clerk

Marc Williams, Mayor

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

By: _____

Publication Dates: January 12, 2023
 January 26, 2023



**REDISTRICTING
OPTION C**

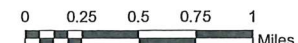
 **CITY OF
ARVADA**

LEGEND

-  District 1  Council Districts Boundary - 2019
 District 2  Council Members
 District 3  Precinct Boundary
 District 4



1:15,840



DATE: 11/28/2022

The maps provided as graphical representations intended for general informational purposes only, and may not reflect the most current information or conditions. THE CITY OF ARIZONA MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THE GRAPHICAL REPRESENTATIONS OR THE UNDERLYING DATA. Any users of these graphical representations or map products accept same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further consents to hold the City harmless from and against all damages, loss, or liability arising from the use of this map product, in consideration of the City's having made this information



REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM
11.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 23, 2023

SUBJECT: DEI Consultant Presentation - Assessment of City Services

Report in Brief

The City has recently contracted with a DEI consultant who can help the City improve and prioritize diversity, equity and inclusion in our services for all Arvada residents. The consultant and city team will provide a brief overview of their project plan which will launch in early 2023.

Background

After a comprehensive Request for Proposal (RFP) process in 2021, the City decided to continue its journey to find a qualified consultant who can help the City improve and prioritize diversity, equity and inclusion in our services for all Arvada residents.

The City Council conducted two study sessions on DEI, one on May 10, 2022 and a second one on August 11, 2022. At the August 11 Study Session, the Council directed the City team to pursue an external consultant who will focus DEI efforts internally to help the City team enhance our services. Using City Council's feedback and guidance from their study sessions, the City team determined a clearer direction focusing on internal operations with new objectives and specific results to achieve. The City has prioritized this work in our updated and approved June 2022 City Council Strategic Plan and it is specifically stated in our Organizational and Service Effectiveness goals: By 12/2023, establish systems and structures to embed enhanced levels of sustainability, accessibility, equity and safety in our services and operations.

The Scope of Work (SOW) for the new Request For Proposal (RFP) process included the following:

- Equity audit of services: A more formalized and structured review of City services using metrics and done by an outside, neutral group with experience;
- Language tools and translation: Applications, services, and other means to provide City services to residents and guests who do not speak English as a first language;
- Public messaging and events: Supporting communities to varying degrees in order to promote diverse backgrounds through public communications and supporting/sponsoring events;
- Relationship building with targeted groups: Examples include reaching out to community leaders of specific racial/ethnic/religious groups as well as comprehensive and interactive community meetings to discuss DEI to get residents' input;
- Reviewing/changing policies: This entails a thorough review of City policies and rules either with an external expert or with internal team members using their best judgment;
- Incorporating DEI into the budget-both revenues and expenditures: Examples include hiring staff and/or prioritizing projects with an equity component.

The City launched a new RFP process to find a DEI consultant in September 2022. After a competitive presentation and interview process with City team members from across the organization, the City team was unanimous in its decision to select MGT of America. The City team officially signed a contract with MGT of America on December 23, 2022.

MGT of America is a national consulting firm with a track record of successful DEI work with municipal governments. MGT's headquarters are in Florida with offices locally in Denver. The City's two main consultants, Dr. Lamont Browne and Lara

Opheim, live in the Denver-metro area.

Dr. Browne and City team members will provide City Council an overview of their project plan which launches in early January and will be completed by the end-of-year 2023.

Strategic Alignment

The City has prioritized this work in our City Council Strategic Plan as stated in our Organizational and Service Effectiveness goal:

By 12/2023 establish systems and structures to embed enhanced levels of sustainability, accessibility, equity and safety in our services and operations.

Next Steps

The city team will keep the City Council informed as the project progresses.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney	1/9/2023
Linda Haley, Deputy City Manager	1/9/2023
Lorie Gillis, City Manager	1/10/2023

Enclosure, exhibits & attachments required to support the report

An illustration of a diverse group of nine people standing in a line. From left to right: a woman with long dark hair in a blue top and light blue pants; a man with a grey beard in a dark suit; a woman with long dark hair in a yellow dress; a woman with long red hair sitting in a wheelchair using a laptop; a woman with dark hair in a light blue top and orange pants; a man with a prosthetic leg in a blue top and yellow pants holding a laptop; a woman with red hair in a black top and yellow pants; a man with short dark hair sitting in a wheelchair holding a phone; and a woman with blonde hair in a light blue top and dark pants. A blue date box is in the top right corner.

January 23, 2023



DEI Consultant Presentation: Assessment of City Services

City Council Workshop

Overview

- Under City Council direction, the City team launched a new Request for Proposal (RFP) process in Sept 2022.
- Consultant search to help the City improve and prioritize diversity, equity and inclusion in its services
- Competitive process involving team members from across the organization
- Unanimous decision to select MGT of America Consulting (MGT Consulting); contract signed December 2022



City Council Strategic Plan

M4E: By 12/2023 establish systems and structures to embed enhanced levels of sustainability, accessibility, equity and safety in our services and operations.

Organizational and Service Effectiveness Strategic Results

[SR4] By 12/2022 continue to implement an organizational performance excellence framework.

COMPLETE

[M4A] By 12/2021 achieve Denver Post Top Workplace designation.

[M4B] Annually maintain a "AA" or better bond rating.

[M4C] Annually enhance Arvada University programming to support workforce growth and development needs.

[M4D] On an ongoing basis prepare and present a balanced biennial budget and 10-year financial plan.

[M4E] By 12/2023 establish systems and structures to embed enhanced levels of sustainability, accessibility, equity and safety in our services and operations.

[M4F] By 12/2025 lift the application for Malcolm Baldrige National Quality Award site visit.

[SR5] By 12/2022 continually measure citizen satisfaction regarding the overall well-being of the community.

COMPLETE

[M5A] By 12/2020 identify all lower-rated items in the 2019 Community Survey and develop an action plan to address all items.

[M5B] By 12/2022 identify and select a survey vendor.

[M5C] By 9/2022 develop survey questions with input from the community

[M5D] By 12/2022 launch an annual Arvada Community Survey.

City Council Direction–City Goals



Conduct an equity
audit of services



Add language tools
and translations



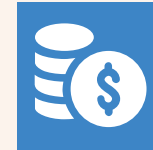
Review public
messaging and
events



Build and strengthen
relationships with
diverse community
stakeholders



Review and
enhance city
policies



Incorporate DEI into
budget process



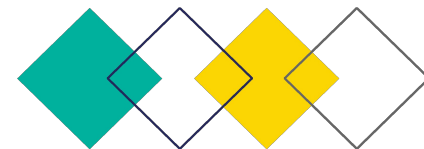
MGT Consulting

- MGT has extensive experience working with municipal governments to further their DEI goals
- MGT is a national firm headquartered in Florida with offices locally in Denver
- Lead consultant Lamont Browne. E.d.D., MBA



City of Arvada
DEI Assessment of City Services

Key Team Qualifications



Lamont Browne, Ed.D., MBA

VP & Executive-in-Charge

Areas of Expertise:

- Program Design
- Leadership Development
- Training and Facilitation
- Quality Assurance
- Project Management
- Organizational Culture
- Stakeholder Engagement
- Public Sector and Non-Profit Leadership
- K-12 School and Student Performance



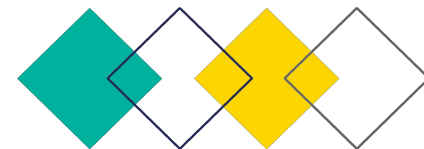
Lara Opheim, MA

Manager

Areas of Expertise:

- Project Management
- Policy Analysis
- Survey Design
- GIS
- Quantitative Data Analysis
- Client Partnership
- Stakeholder Engagement

Key Team Qualifications



David Bushnell, MA

DEI Consultant

Areas of Expertise:

- Assessment Design
- Policy Analysis
- Improvement of Organizational Practices
- Data Analysis using an Intersectional Lens
- Community Landscape Analysis
- Stakeholder Engagement
- Best Practice Recommendations



Juan Osuna, M.A.

Senior Consultant

Areas of Expertise:

- Project Management
- Policy Analysis
- Organizational Culture
- Quantitative Data Analysis
- Stakeholder Engagement
- Best Practice Recommendations



Jaime Hoffman, LLMSW

Consultant

Areas of Expertise:

- Program Evaluation
- Policy Review
- Data Analysis
- Quality Improvement



Nationally recognized public sector consultants

We are respected and experienced leaders in management consulting who equip our clients with innovative solutions so they can better serve their agency, stakeholders, and community.

20,000+ projects

48+ years of service

Our DEI Solutions

- ✓ Organizational Assessment
- ✓ Community DEI Audit
- ✓ Facilitation of Internal DEI Task Force
- ✓ Talent Systems Redesign
- ✓ Pay Equity Analysis
- ✓ DEI Strategic Planning
- ✓ Leadership Coaching and Training

Our DEI Clients

Arapahoe County (CO)

Pitkin County (CO)

Utah Office of Tourism (UT)

City of Riverside (CA)

County of Sacramento (CA)

Housing Authority of the City of Austin (TX)

City & Police Department of Battle Creek (MI)

City of Shaker Heights (OH)

Johnson County Community College (KS)

Gwinnett County Public Schools (GA)

Project Methodology & Approach

Project Delivery | *A Five Phase Approach*

1

Client Engagement & Best Practices Review

Project Kickoff
Client Engagement
Best Practices
Landscape Analysis

Key Deliverables

- Meeting agenda
- Notes and action steps
- DEI best practices summary

2

Organizational Assessment

Analysis of Data, Policy, and Practice
Employee Outreach Plan
Employee Engagement

Key Deliverables

- Practice Assessment
- Policy Analysis
- Employee outreach plan
- Employee DEI survey

3

Community Landscape Analysis

Analysis of External Operations
Focus Groups with Local Content Experts
Community Engagement
Language Tools and Translation Services

Key Deliverables

- SWOT analysis
- Engagement plan
- Focus group guide

4

Summary Report & Presentation

DEI Assessment Report
Presentation of Findings and Recommendations

Key Deliverables

- Final report
- PowerPoint presentation

5

DEI Action Plan

Future Visioning Analysis
Action Plan Development
Implementation Strategy

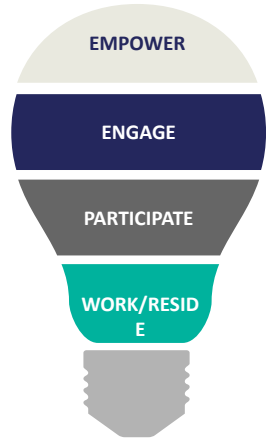
Key Deliverables

- DEI Action Plan
- City of Arvada DEI Goals

MGT's Policy Maturity Model Scale



Organizational Growth through People Empowerment



EQUITY

We go to where they are. We listen. We learn.



Focus Groups



Staff Surveys



Town Hall Meetings



1-1 Meetings



Voicemail Inbox

Approach to Utilization of Data

- ▶ MGT uses multiple qualitative data sources to ensure diverse participation
- ▶ Responses collected in through the stakeholder engagement process are aggregated in our software
- ▶ The co-application of codes and analysis allows for a more intersectional understanding of qualitative data giving a more complete story
- ▶ This intersectional data helps contextualize Likert responses.

Document: Participant: 109

Question: What 1-2 things should the County keep doing to promote a culture of diversity, equity, inclusion, and access? Answer: Training, training to help bridge generational gaps and understanding. The younger generation is far more open and accepting than their middle aged counterparts.

Question: Q34 What 1-2 things should the County stop doing that is limiting its work culture? Answer: Communication usually stops at the sgt or Lt level. Employees do not feel heard when concerns are brought up, there is a level of fear when it comes to reporting issues because of the attitudes of some command staff.

Question: Q35 From a DEI perspective, have you ever felt uncomfortable at work at the County? Please explain. Answer: Yes. I do not feel comfortable as a gay man to be out in the workplace. Two other employees were outed by a third employee, who still works there, and the two employees were gossiped about and bad mouthed. The two employees were constantly judged by coworkers based on they identified.

Question: Q36 What 2-3 recommendations should the County consider to create a more welcoming and safe place for all employees? Answer: Swift and Appropriate discipline for employees in violation, acceptance and open mindedness during the grievance process, zero tolerance policy

Codes	Access/Digital Divide	Hardware Barriers	Affordable Housing	Cost to Build	Regulatory Fees	Down Payments	Home Ownership	Investment, Developers,	Rent Costs & Tenant Rights	Workforce Housing	County Communication	County Accountability	Criminal Justice	Child Welfare & Juvenile Justice	Sheriff's Dept. Culture	Economic Opportunity	Contracting	Debt/Student Debt	Education Barriers	International & Nonenglish	Employment	Retirement	Transferable Skills & EDU	Wages/Income
Access/Digital Divide		2	1	1							3		1			1			1					
Hardware Barriers	2																							
Affordable Housing	1		4	4	5	5	15	12	8	4	2	1	1			5	2			2	1		6	
Cost to Build		4	5					1																
Regulatory Fees	1	4	5																					
Down Payments			5			3	1	1	2															2
Home Ownership			5			3			1	1						2		1						1
Investment, Developers,			15	1		1			2							2								1
Rent Costs & Tenant Rights			12			1	1	2	3							1						1		
Workforce Housing			8			2	1		3				1	1										1
County Communication	3	4								5	1					1			1					
County Accountability		2								5	1	1												
Criminal Justice	1	1							1	1	1	3	5	1										1
Child Welfare & Juvenile Justice		1								1	3		2						1					1
Sheriff's Dept. Culture									1			5	2											
Economic Opportunity	1	5				2	2	1		1		1				5	1	4		11	1	5	8	
Contracting																5								
Debt/Student Debt			2				1									1								
Education Barriers										1			1		4						1			
International & Nonenglish																							1	
Employment		2														11			1		1	4	3	
Retirement		1						1								1								
Transferable Skills & EDU																5				1	4		1	
Wages/Income			6			2	1	1		1			1	1		8				3		1		



Community Landscape Analysis



Data Collection and Analysis



Local Content Experts



Community Engagement

Key Variables of Analysis

- Insurance
- Disability
- Employment
- Employment by industry
- Drop out rates
- Median Wage
- Home Ownership
- Income-to-Poverty Ratio
- SNAP or other food benefit distribution
- Access to internet



Projected Timeline

WORK TASKS		2022-2023						
		Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.
TASK 1: CLIENT ENGAGEMENT & BEST PRACTICES REVIEW								
1.1	Project Kickoff							
1.2	Client Engagement							
1.3	Best Practices Landscape Analysis							
TASK 2: ORGANIZATIONAL ASSESSMENT								
2.1	Analysis of Internal Data, Policy, and Practice							
2.2	Employee Outreach Plan							
2.3	Employee Engagement							
TASK 3: COMMUNITY LANDSCAPE ANALYSIS								
3.1	External Analysis							
3.2	Focus Groups with Local Content Experts							
3.3	Community Outreach Plan							
3.4	Community Engagement							
3.5	Language Tools and Translation Services							
TASK 4: SUMMARY REPORT AND PRESENTATION								
4.1	DEI Assessment Report							
4.2	Presentation of Findings and Recommendations							
TASK 5: DEI ACTION PLAN								
5.1	Future Visioning Analysis							
5.2	Development of DEI Action Plan							
5.3	Implementation Strategy for DEI Action Plan							

Exceeding Client Expectations

We conduct meaningful DEI work that is respectful, collaborative, and inclusive. More importantly, our work is impactful, and the results are meaningful and ongoing.

- ✓ Diverse team who understands and lives DEI
- ✓ Trained, skilled, and experienced DEI practitioners
- ✓ Partnership with city and state agencies
- ✓ Experience with policy change
- ✓ Familiar with economic impact of DEI work
- ✓ Multilingual capacity
- ✓ Ability to create a DEI Action Plan and support implementation
- ✓ Ability to design and facilitate DEI training (e.g., implicit bias expertise)
- ✓ Flexible approach to meeting you where you are



Impact communities. For good.



 **MGT**
Thank You



REPORT FROM CITY COUNCIL

AGENDA ITEM
13.A.

DATE: January 23, 2023

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
14.A.

TO: THE HONORABLE CITY COUNCIL

DATE: January 23, 2023

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, Lorie Gillis, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney 1/5/2023

Lorie Gillis, City Manager 1/10/2023

Enclosure, exhibits & attachments required to support the report

2022/2023 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
DEI @ Business Meeting - No other workshops to be scheduled	Jan 23	CMO
DEI Consultant Presentation - Assessment of City Services The City has recently contracted with a DEI consultant who can help the City improve and prioritize diversity, equity and inclusion in our services for all Arvada residents. The City has prioritized this work in our City Council Strategic Plan as stated in our Organizational and Service Effectiveness goal: <i>By 12/2023 establish systems and structures to embed enhanced levels of sustainability, accessibility, equity and safety in our services and operations.</i> The consultant and city team will provide a brief overview of their project plan which will launch in early 2023. Next steps: The city team will keep the City Council informed as the project progresses.		
Harvest Festival	Jan 30	CMO/CED
Lake Arbor Golf Course @ Business Meeting	Feb 13	
Community Survey @ Business Meeting	Feb 13	
Bond Project Update	Mar 13	PW
Communication and Engagement Update	Mar 13	CMO
Cancelled - NLC	Mar 27	
	April 10	
	April 24	
	May 8	
	May 22	
Bond Project Update	Jun 12	PW
Bond Project Update	Sept 25	PW
Bond Project Update	Dec 11	PW
STUDY SESSIONS		
2023 Legislation & Lobbyist	Dec 19@4	
Homelessness The purpose of this study session is to inform the Council about the current homeless situation in Arvada, and provide the Council with recommendations for the immediate term, intermediate term and long term. We seek the Council's feedback and policy direction.	Jan 9@4	
Lake Arbor Golf Course	TBD	
Sustainability	TBD	
Workshop TBD's		
Budget and Fiscal Policy Update	TBD	
Sub-area Plans	TBD	CED
Pocket Neighborhoods	TBD	CED
Tour of Pavement Operations	TBD	
Financial resiliency recommendations Provide City Council an update on the OSE's SR9: By 12/2024 based on long-term financial projections and updated master plans, develop financial resiliency recommendations to ensure adequate and ongoing investment in city infrastructure and core services. This workshop will present the summary of long range unfunded needs by work systems. Next Steps will be [M9B] By 12/2023 develop a city-wide consolidated level of service summary. [M9C] By 12/2023 prepare an exhaustive list of funding source opportunities for closing	TBD	Fin

identified infrastructure and core service funding gaps.		
Neighborhood Engagement and Marketing Updates	TBD	CMO
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
Meyers Pool Provide City Council an update on the VCN's SR3: By 12/2025 develop a maintenance and reinvestment plan to ensure a sustainable, resilient and beautiful community of parks, trails, open space and medians in alignment with our diverse, changing and growing community. and VCN's SR3 Milestone [M3H] By 7/2024 replace Meyer's Pool with a new 50 meter natatorium.	TBD	CMO
City Marketing Plan	TBD	CMO
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		