



City of Arvada

City Council Agenda

MARCH 20, 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

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS 6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Mayor Pro Tem Jones
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. March 6, 2023 City Council Meeting
5. Recognitions and Communications
 - A. Recognition of AJ DeAndrea by the Jeffco DeAngelis Foundation
6. Presentations
 - A. Arvada Parks Advisory Committee Park Naming Recommendations
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R23-025, A Resolution Authorizing the Acceptance of Donations Made to the Majestic View Nature Center in 2022
 2. R23-026, A Resolution Authorizing Change Order No. 4 to the Agreement Between the City

of Arvada and A-1 Chipseal Company for the 2023 Street Chip and Slurry Seal Program, Project No. 23-ST-02

3. R23-027, A Resolution Authorizing the Issuance of a Purchase Order in an Amount Not to Exceed \$594,933.00 Annually to Thatcher Company, Inc. for the Purchase of 12.5% Sodium Hypochlorite Chemical for Water Treatment Plant Operations
4. R23-028, A Resolution Accepting A Special Warranty Deed From Urban Drainage and Flood Control District d/b/a Mile High Flood District to the City of Arvada for Property Near 15590 West 72nd Avenue
5. R23-029, A Resolution Authorizing a Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street

B. Resolutions

1. R23-030, A Resolution Authorizing an Amendment to an Intergovernmental Agreement by and Between the City of Arvada and the City and County of Denver, acting by and through its Board of Water Commissioners, to Accommodate Additional Temporary work by the Board at the Northwater Treatment Plant (Presenter: Sharon Israel)
2. R23-031, A Resolution Authorizing a Colorado State Patrol Academy 2023 Agreement for Use of the Colorado State Patrol Academy Driving Track (Presenter: Aaron Jacks)
3. R23-032, A Resolution Authorizing Acceptance of a License Agreement Between the Jefferson County Public Library and the City of Arvada for the Installation and Use of an External Camera (Erin Green)

C. Ordinances (First Reading) - NONE

9. Other

10. Public Hearings - 6:15 PM

- A. CB23-005, An Ordinance Repealing and Reenacting Section 54-36, MTC Part 8 "Pedestrians" Amended, of Article II, Model Traffic Code, of Chapter 54, Motor Vehicles and Traffic, and Adding Section 62-52, Obstruction of Public Passageways, to Article II, Miscellaneous Offenses, of Chapter 62, Offenses (Ordinance No. 4838) (Presenter: Janelle Miller)
- B. CB23-006, An Ordinance Amending Article IV - Liquor Tastings, of Chapter 6, Alcoholic Beverages, of the Arvada City Code (Ordinance No. 4839) (Presenter: Kylie Justus)

11. Public Comment - Five Minute Limit

12. Reports from City Council

- A. Council Committee Reports

13. Reports from City Manager

- A. Review of Future Workshops and Presentations

14. Reports from City Attorney

15. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD MARCH 6, 2023

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

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

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

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor Marc Williams, Mayor Pro Tem David Jones, Councilmember Bob Fifer, 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 – February 6, 2023 February 13, 2023

The minutes stand approved.

5. Recognition and Communication – none

6. Presentations –

A. Presentation of Elks Grant Check to Community Table

Arvada's Elk Lodge #2278 applied for and received a Spotlight Grant from their national foundation. The foundation asked that the lodge use the funds to help a local organization.

The Elks chose the Community Table.

7. Public Comment – none

8. New Business

A. Consent Agenda –

1. R23-022 A Resolution Acknowledging and Accepting the Arvada Police Department's Notice of Intent to Utilize Facial Recognition Technology in Accordance with C.R.S. 24-18- 302

Councilmember Marriott moved that R23-022, A Resolution Acknowledging and Accepting the Arvada Police Department's Notice of Intent to Utilize Facial Recognition Technology in Accordance with C.R.S. 24-18- 302, 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. R23-023 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and Arvada Urban Renewal Authority (“AURA”) for the Lease of Aura’s Property Located at 5603 Yukon Street, Suite A

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

Councilmember Marriott moved that R23-023, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and Arvada Urban Renewal Authority (“AURA”) for the Lease of Aura’s Property Located at 5603 Yukon Street, Suite A, be approved.

The following votes were cast on the Motion:

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

2. R23-024 A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and North Table Mountain Water and Sanitation District for Mutual Aid of Water During Certain Emergency and Non-Emergency Events

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

Councilmember Fifer moved that R23-024, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and North Table Mountain Water and Sanitation District for Mutual Aid of Water During Certain Emergency and Non-Emergency Events, 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. CB23-005 An Ordinance Repealing and Reenacting Section 54-36, MTC Part 8 "Pedestrians" Amended, of Article II, Model Traffic Code, of Chapter 54, Motor Vehicles and Traffic, and Adding Section 62-52, Obstruction of Public Passageways, to Article II, Miscellaneous Offenses, of Chapter 62, Offenses (Public Hearing to be set for March 20, 2023 at 6:15 p.m.)
2. CB23-006 An Ordinance Amending Article IV - Liquor Tastings, of Chapter 6, Alcoholic Beverages, of the Arvada City Code (Public Hearing to be set for March 20, 2023 at 6:15 p.m.)

Mayor Pro Tem Jones moved that CB23-005, An Ordinance Repealing and Reenacting Section 54-36, MTC Part 8 "Pedestrians" Amended, of Article II, Model Traffic Code, of Chapter 54, Motor Vehicles and Traffic, and Adding Section 62-52, Obstruction of Public Passageways, to Article II, Miscellaneous Offenses, of Chapter 62, CB23-006, An Ordinance Amending Article IV - Liquor Tastings, of Chapter 6, Alcoholic Beverages, of the Arvada City Code, be approved on first reading, ordered published in full and a public hearing set for March 20, 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

9. Other –
 - A. Ratification and Approval of CP2023-0004 a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended

Rob Smetana, Planning Manager, reviewed this resolution with council.

Councilmember Marriott moved that the Ratification and Approval of CP2023-0004 a Resolution by the Planning Commission for the City of Arvada, Colorado, Adopting the 2014 Arvada Comprehensive Plan as Arvada's Three Mile Plan Pursuant to Section 31-12-105(1)(E), C.R.S., as Amended, be approved.

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 –

- A. A Major Modification for Kum & Go #2299 to construct a new fueling station and convenience store with a detached fuel pump canopy where the building does not adhere to the building orientation and configuration requirement of LDC Subsection 5-1-2-6(B)(1) which requires that all nonresidential buildings orient to the main pedestrian entrance of the building to a public or private street

- B. Major Modification for Kum & Go #2299 to construct a new fueling station and convenience store with a detached fuel pump canopy where the fueling canopy does not adhere to the required 40- foot setback from all streets in LDC Subsection 3-1-3-8(A)(3)(i) which requires fuel pumps, fuel islands, and fueling canopies to be set back at least 40-feet from all streets.
- C. Major Modification for Kum & Go #2299 to construct a new fueling station and convenience store with a detached fuel pump canopy where the fueling canopy does not adhere to the required site design standard of LDC Subsection 4-3-3-4(F)(2) which requires the fuel pump canopy to be located behind or to the side of a building in the MX-U zone district.

Mayor Williams opened the public hearings for three Major Modifications for Kum & Go #2299

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

Sworn Testimony: Erica Morton Olson, representing applicant

Mayor Williams closed the public hearing.

Councilmember Marriott moved that the Major Modification from the Land Development Code for Kum & Go #2299 to construct a new fueling station and convenience store with a detached fuel pump canopy where the building does not adhere to the building orientation and configuration requirement of LDC Subsection 5-1-2-6(B)(1) which requires that all nonresidential buildings orient the main pedestrian entrance of the building to a public or private street, generally located at 6401 Wadsworth Bypass, in the City of Arvada, CO be approved. This motion is based on the findings of fact and any conditions, adopted by Planning Commission.

The following votes were cast on the Motion:

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

Councilmember Marriott moved that the Major Modification from the Land Development Code for Kum & Go #2299 to construct a new fueling station and convenience store with a detached fuel pump canopy where the fueling canopy does not adhere to the required 40-foot setback from all streets in LDC Subsection 3-1-3-8(A)(3)(i) which requires fuel pumps, fuel islands, and fueling canopies to be set back at least 40-feet from all streets, in the City of Arvada, CO, be approved. This motion is based on the findings of facts and any conditions, adopted by Planning Commission.

The following votes were cast on the Motion:

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

Councilmember Marriott moved that the Major Modification from the Land Development Code for Kum & Go #2299 To construct a new fueling station and convenience store with a detached fuel pump canopy where the fueling canopy does not adhere to the required site design standard of LDC Subsection 4-3-3-4(F)(2) which requires the fuel pump canopy to be located behind or to the side of a building in the MX-U zone district, generally located at 6401 Wadsworth Bypass, in the City of Arvada, CO be approved. This

motion is based on the findings of fact and any conditions, if applicable adopted by Planning Commission.

The following votes were cast on the Motion:

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

- D. Conditional Use for Marshall Pointe to allow for the construction of an affordable multifamily project within the MX-S (Mixed-Use Suburban) zone district.
- E. Major Modification to waive the requirement in table 2-1-4-2(A) of the Land Development Coder (LDC) that requires at least 10 percent of the net parcel area be developed as a Small Urban Park for Marshall Pointe, a 4.36 acre parcel of land approximately located at the southeast corner of Marshall St and W 52nd Ave.

Mayor Williams opened the public hearings for Conditional Use for Marshall Pointe to allow for the construction of an affordable multifamily project within the MX-S and Major Modification to waive the requirement in table 2-1-4-2(A) of the Land Development Coder

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

Sworn Testimony: Ben Taylor, representing applicant
Kristin Dean, representing applicant
Carl Rung, representing applicant
Chad Gleason, representing applicant
Vanessa Kendrick, representing the Arvada Chamber of Commerce, in support
Mike Potakanatas, Arvada business owner, in support
Andrew Haysacker, Arvada business owner, in support
Scott Shields, representing Family Tree, is support

Mayor Williams closed the public hearing.

Councilmember Simpson moved that Conditional Use for Marshall Pointe to allow for the construction of an affordable multifamily project within the MX-S (Mixed-Use Suburban) zone district, a 4.36 - acre parcel of land approximately located at the southeast corner of Marshall St and W 52nd Ave., in the City of Arvada, CO, be approved. This motion is based on the findings of fact and any conditions, if applicable, adopted by Planning Commission.

The following votes were cast on the Motion:

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

Councilmember Simpson moved that Major Modification to waive the requirement in table 2-1-4-2(A) of the LDC that requires at least 10 percent of the net parcel area be developed as a Small Urban Park for Marshall Pointe, DA2022-0070, a 4.36 - acre parcel of land approximately located at the southeast corner of Marshall St and W 52nd Ave., in the City of Arvada, CO, be approved. This motion is based on the findings of fact and any conditions, adopted by Planning Commission.

The following votes were cast on the Motion:

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

11. Public Comment - Five Minute Limit – none
12. City Council Reports –
 - A. Councilmember Moorman said that he will be holding his monthly coffee chat on March 31 from 2-4 p.m. at Sweet Bloom Coffee Roasters, 7745 Wadsworth Boulevard.
 - B. Councilmember Simpson reported on her recent town hall meeting she held this past weekend.
 - C. Councilmember Simpson reported on the visit of Vice President Kamala Harris today at the Arvada Center.
 - D. Mayor Pro Tem Jones thanked the city team for providing the technology to allow him to join the meeting via Zoom.
13. City Manager Reports – none
14. City Attorney Reports – none
15. Adjournment at 7:30 p.m.

Marc Williams, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: Recognition of AJ DeAndrea by the Jeffco DeAngelis Foundation

Report in Brief

PRESENTER: Lorie Gillis

The Jeffco DeAngelis Foundation will present the inaugural Community Safety Champion of the Year award to AJ DeAndrea of the Arvada Police Department.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 2/22/2023
Laura Hemler, Assistant City Attorney 2/22/2023

Approved by:

Linda Haley, Deputy City Manager 2/22/2023
Rachel Morris, City Attorney 2/24/2023
Lorie Gillis, City Manager 3/8/2023

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL

AGENDA ITEM
6.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: Arvada Parks Advisory Committee Park Naming Recommendations

Report in Brief

The City of Arvada's newest park is located just north of the Van Bibber Creek Trail and southeast of the Ward Road and W. 58th Avenue intersection. Park amenities include a multi-use play field, a shade pavilion with picnic tables, new playground equipment, native vegetation and open space, direct access to the Van Bibber Creek Trail and more.

The Arvada Parks Advisory Committee (APAC) has developed a presentation with their recommended names for the new Arvada park. The purpose of this presentation is to share APAC's recommended names with the City Council and the community in advance of Council action to select a name.

Prepared by:

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods	2/27/2023
Bryan Archer, Director of Finance	2/27/2023
Gail Walker, Legal Specialist-Contracts	3/1/2023
Kylie Justus, Assistant City Attorney	3/7/2023
Don Wick, Deputy City Manager	3/8/2023
Rachel Morris, City Attorney	3/8/2023
Lorie Gillis, City Manager	3/8/2023

Enclosure, exhibits & attachments required to support the report



Arvada Park Advisory Committee

Park Naming Recommendations

Arvada Park Advisory Committee Naming Subcommittee:

Jackie Marquis, Jeanne O'Connor, Madison Brannigan, Kristin Memmott, Grace Dowling

March 20, 2023

New Park Background

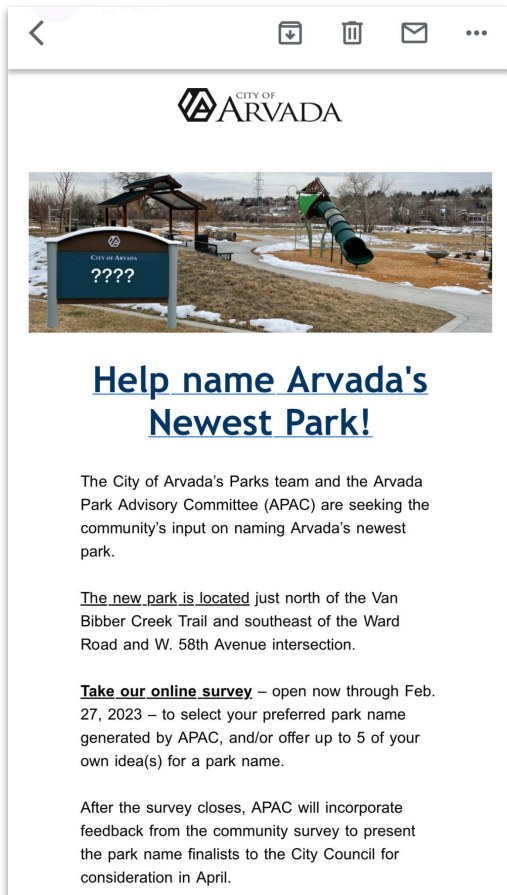
- Located north of the Van Bibber Creek trail and southeast of the Ward Rd. & W. 58th Ave. intersection
- Land surrounding the park to the north and east is the SaBell housing development, named after SaBell's Nursery that was previously located there
- Park amenities: multi-use play field, shade pavilion, playground, native vegetation and open space, pedestrian access to Van Bibber Trail



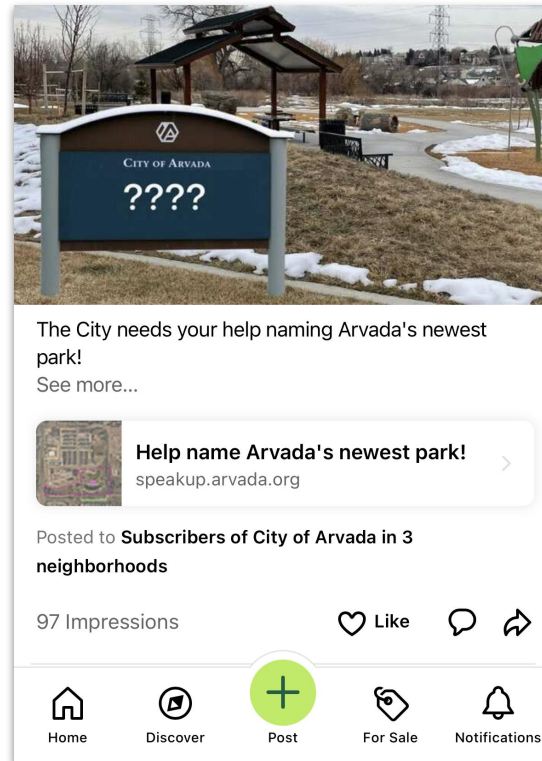
Engagement Tactics



Direct emails to area residents and businesses



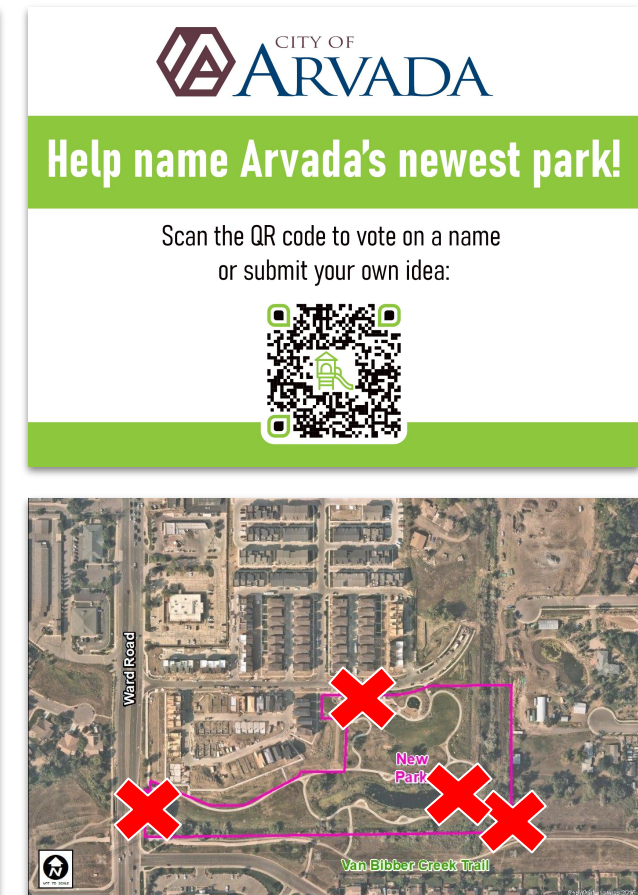
Targeted Next Door posts to area neighborhoods



Flyers handed out to local businesses

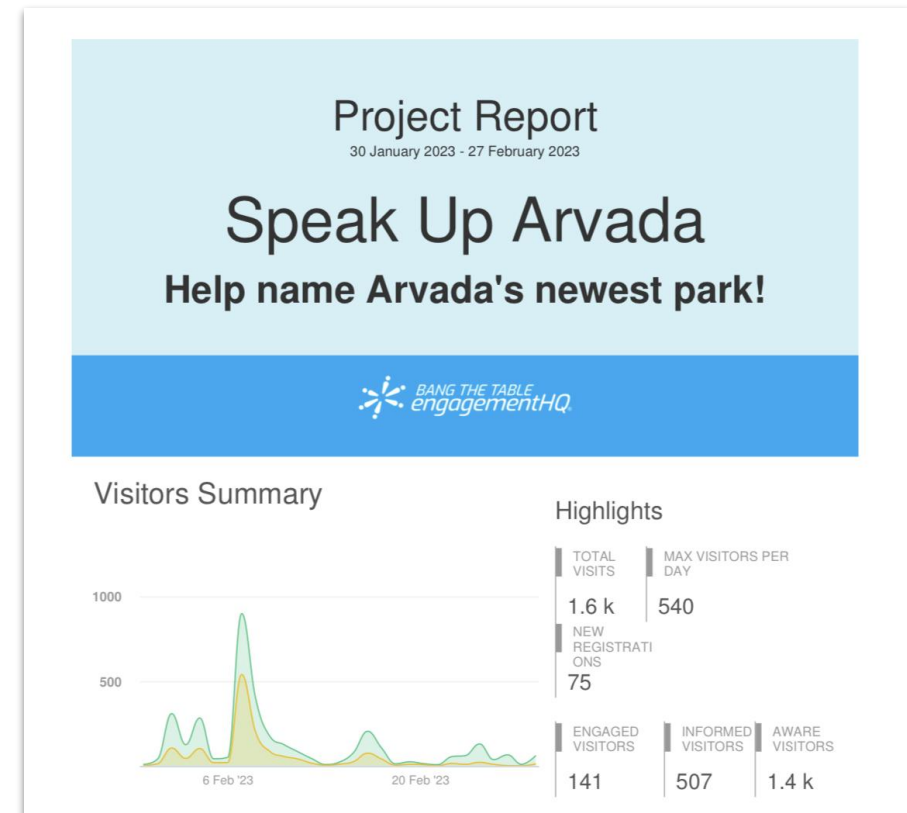


Yard signs posted in the park with QR codes



Survey Engagement

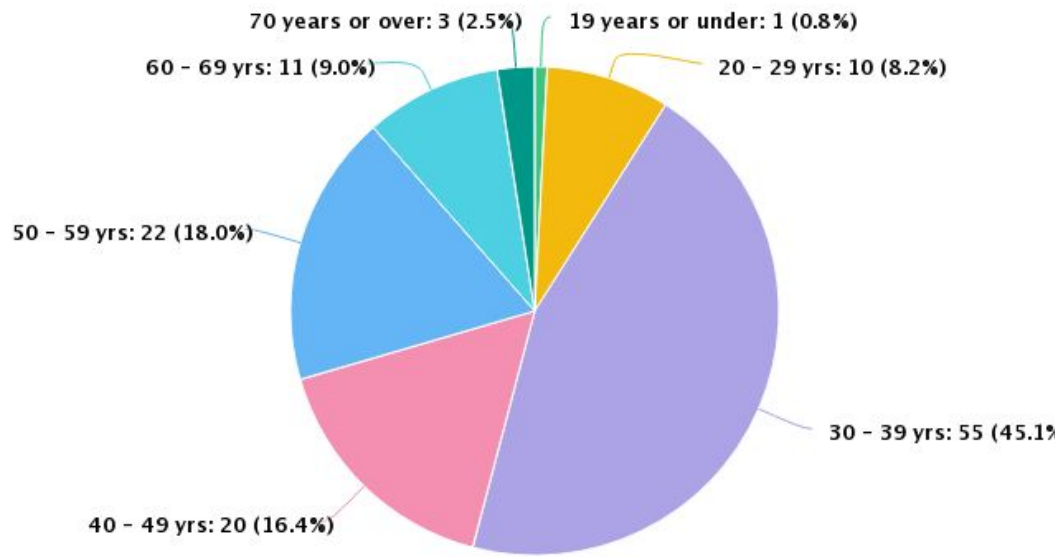
- Speak Up survey February 1 - February 27
- Project Awareness: **1,400** visits to the project page
- Informed Participants: **507** visitors opened survey
- Engaged Participants: **141** people engaged with the project (filled out the survey, submitted idea(s), and/or left comments)
- Engagement participation was higher than comparable surveys from 2022



Participants Demographics

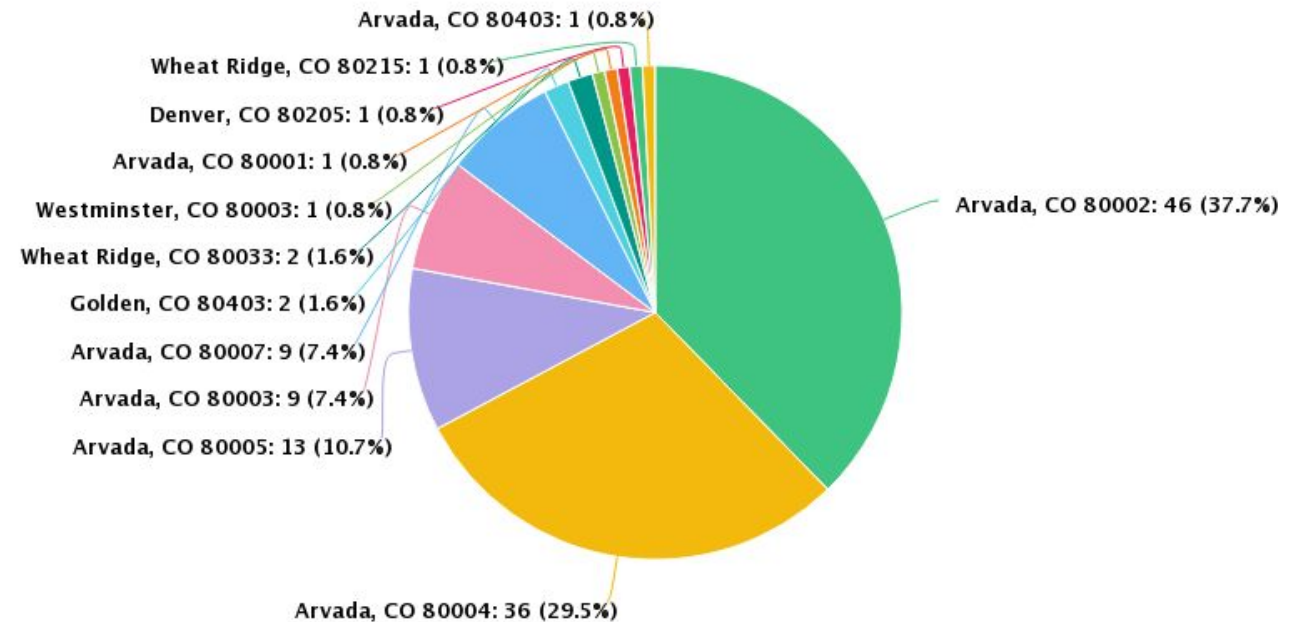
Age distribution

Highest rate of participation was age group 30-39 (45%), followed by 50-59 (18%)

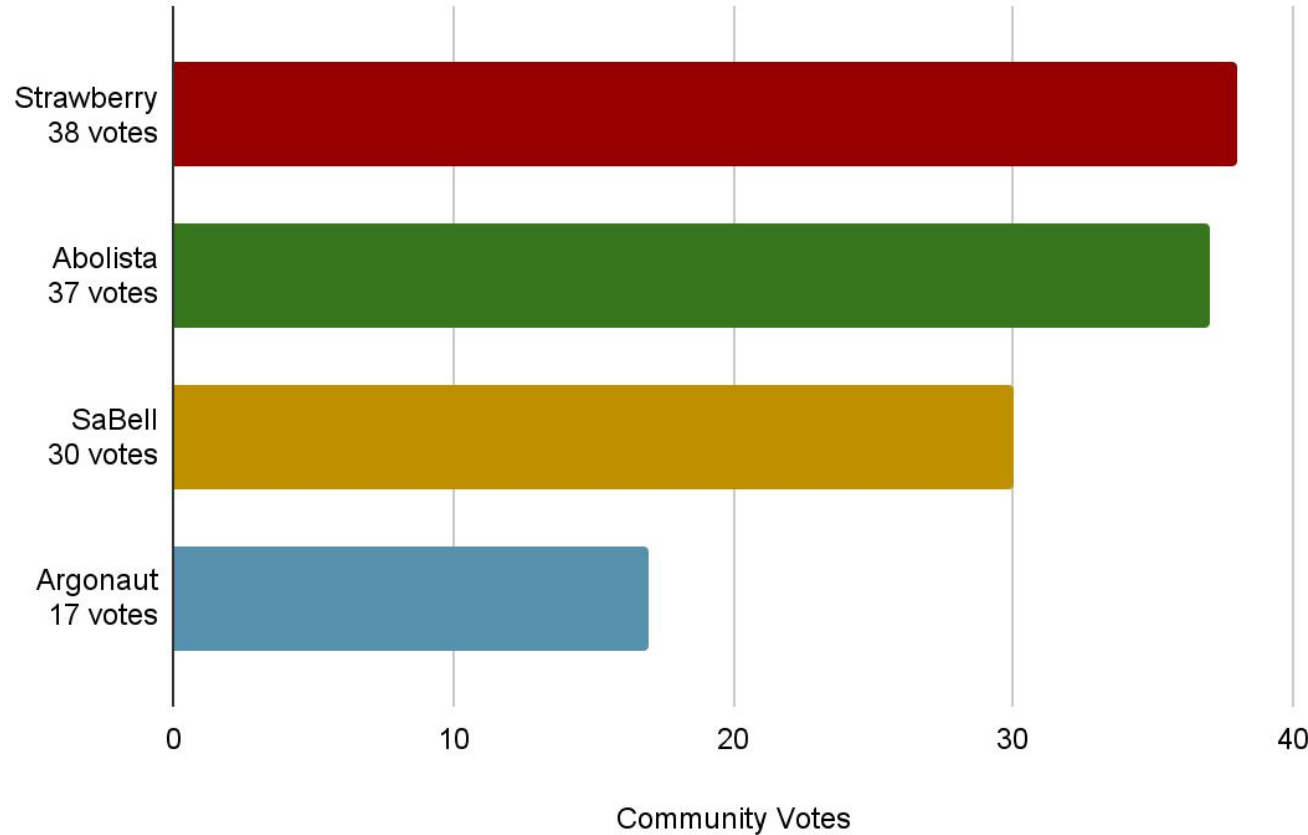


Location by zip code

67% of participants were from 2 zip codes located closest to the park (80002 & 80004)



Survey Results - APAC Proposed Names



Votes received by APAC's 4 proposed names:

- Strawberry: 38
- Arbolista: 37
- SaBell: 30
- Argonaut: 17

General Feedback From Participants



- 14 open-ended comments were submitted that included relevant feedback about the name of the park – separate from name idea submissions
- 9 supported a culturally diverse name – either in Spanish or related to Indigenous people or Native Americans
- 4 supported Strawberry as their favorite or second favorite
- Full Speak Up report available in agenda packet

APAC Park Recommendations

LITTLE RAVEN PARK

- Write-in from a local homeowner.
- Multiple requests to honor the indigenous tribes who lived here.
- Chief Little Raven was a strong leader known for his role in negotiating peace between several different groups throughout the Denver/Colorado area in the late 1800's.



“Regionally Chief Little Raven of the Arapaho tribe represented peace not only between natives and white settlers, but between the many native tribes that lived in the Denver area. It's a charming name that also doesn't clash with the playground equipment which is already in place...”

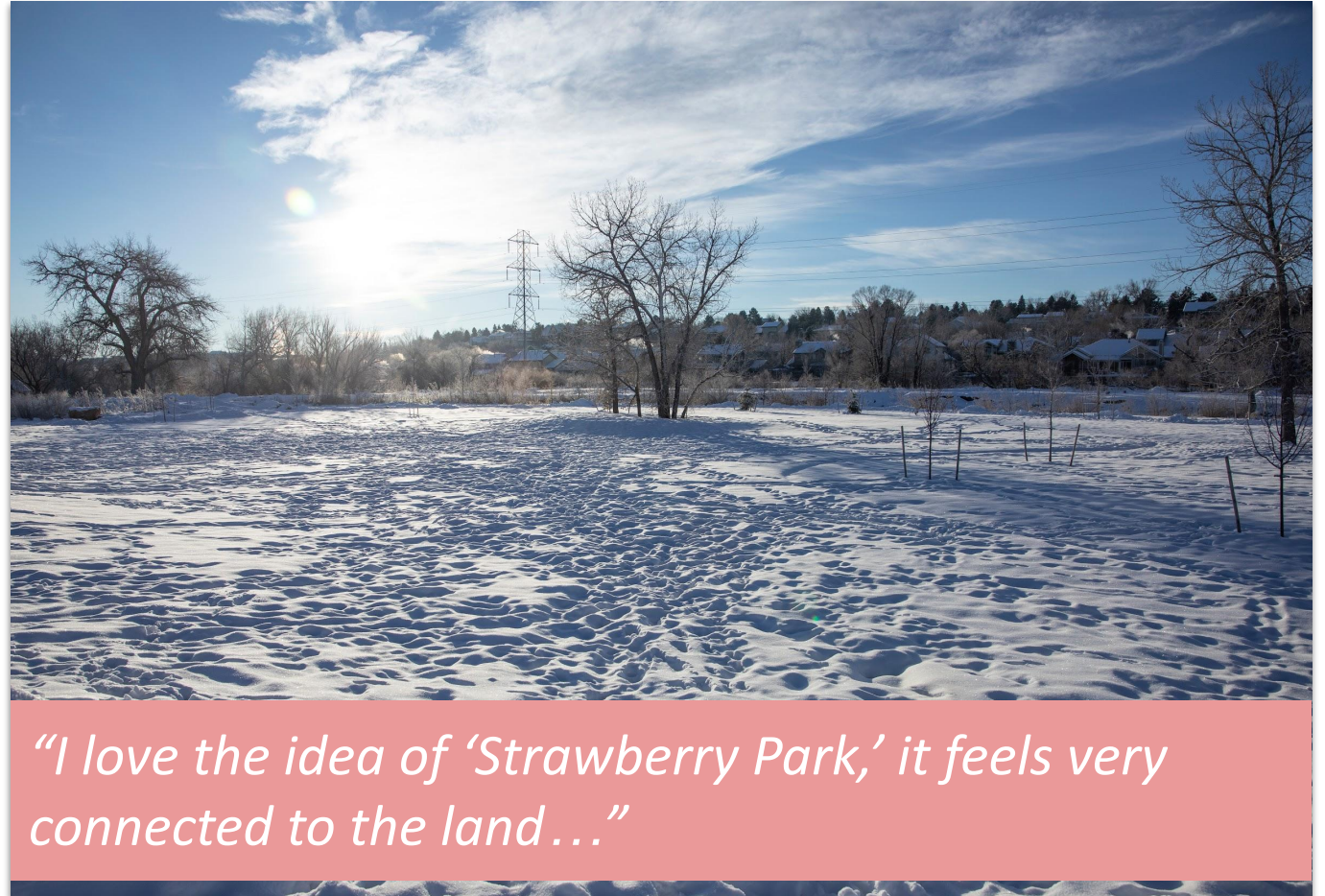
- Jennifer Roberts & Chris Dampf of 5700 Van Gordon St.

APAC Park Recommendations

STRAWBERRY PARK

- Top-voted for name of the ones we put forward on the survey.
- Name honors the landscape and history of crops originally grown along the creek*

*from PLAN Jeffco, a non-profit citizen organization based in Jefferson County that advocates for conservation of open space



"I love the idea of 'Strawberry Park,' it feels very connected to the land..."

APAC Park Recommendations

VISTA VERDE PARK

- Vista Verde was a write-in option - meaning "Green View Park"
- Several public comments appreciated having a name in Spanish and were in support of this.



"A lovely view of green trees, grass, mountains, etc."

APAC Park Recommendations



Little Raven Park (community member submission) - Chief Little Raven was a strong leader known for his role in negotiating peace between several different groups throughout the Denver/Colorado area in the late 1800's; there were multiple requests from the community to honor Native Americans or Indigenous people.

Strawberry Park (APAC submission) - the top-voted name among those proposed by the APAC naming subcommittee; the name honors the landscape and history of crops originally grown along the bordering Van Bibber Creek.

Vista Verde Park (community member submission) - Spanish for green view park; several community members expressed their support of a culturally diverse name.

Select your preferred park name

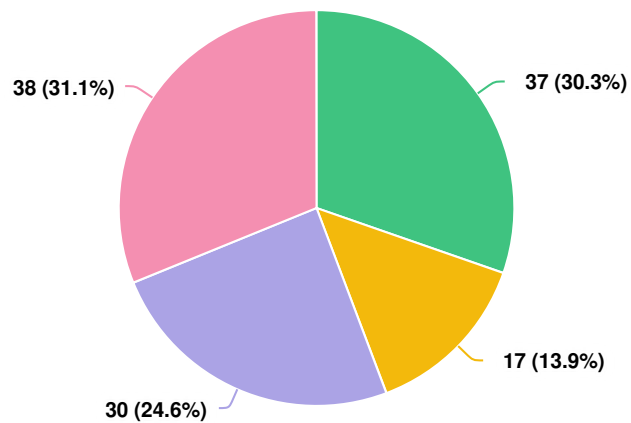
SURVEY RESPONSE REPORT

25 July 2018 - 01 March 2023

PROJECT NAME:

Help name Arvada's newest park!

Q1 Select your preferred park name



Question options

● Arbolista Park ● Argonaut Park ● SaBell Community Park ● Strawberry Park

Mandatory Question (122 response(s))

Question type: Radio Button Question

Project Report

25 July 2018 - 01 March 2023

Speak Up Arvada

Help name Arvada's newest park!



Visitors Summary



Highlights

TOTAL VISITS	MAX VISITORS PER DAY	
1.6 k	540	
NEW REGISTRATIONS		
75		
ENGAGED VISITORS	INFORMED VISITORS	AWARE VISITORS
141	507	1.4 k

Aware Participants	1,386	Engaged Participants	141		
Aware Actions Performed	Participants	Engaged Actions Performed	Registered	Unverified	Anonymous
Visited a Project or Tool Page	1,386				
Informed Participants	507	Contributed on Forums	0	0	0
Informed Actions Performed	Participants	Participated in Surveys	122	0	0
Viewed a video	0	Contributed to Newsfeeds	0	0	0
Viewed a photo	17	Participated in Quick Polls	0	0	0
Downloaded a document	0	Posted on Guestbooks	0	0	0
Visited the Key Dates page	0	Contributed to Stories	0	0	0
Visited an FAQ list Page	0	Asked Questions	0	0	0
Visited Instagram Page	0	Placed Pins on Places	0	0	0
Visited Multiple Project Pages	318	Contributed to Ideas	26	0	0
Contributed to a tool (engaged)	141				

IDEAS

Submit your idea for a park name

Visitors 104		Contributors 26	CONTRIBUTIONS 51
03 February 23	Joseph Becker	VOTES 0	Celery park Arvada was once known as the celery capital of the world, Not many people know that! With the city adding celery green to its official colors, I believe it could be a great opportunity to pay homage to that part of our history here in Arvada!
03 February 23	pandora6699@comcast.net	VOTES 1	Coyote Crossing Coyotes have lived in this area for decades. I reside nearby since the 70s and love listening to our resident pack hunting and communicating throughout the year. They're instrumental in controlling the rabbit and geese population. Let's acknowledge their continued benefit to our area as we encroach on their territory.
06 February 23	jesseseela	VOTES 1	Officer Dillon Vackoff memorial park
06 February 23	Wernerlg	VOTES 0	WernerHaven A fun place for the family to go enjoy arvada
06 February 23	Aphipps	VOTES 0	Verde Vista A lovely view of green trees, grass, mountains etc.

IDEAS

Submit your idea for a park name

06 February 23 CSells		SaBell Loop Park	Fun to say and sidewalk is a loop. It has the SaBell homes right next to it (the most frequent future visitors I'm assuming).
	VOTES 0		
06 February 23 Urbinakat		Officer Dillon Vakoff or Officer Gordon Beasley Park	In honor of our fallen Officers who made the ultimate sacrifice in the line of duty - May they never be forgotten.
	VOTES 4		
06 February 23 tacosalad1917		Black Kettle Park	https://en.m.wikipedia.org/wiki/Black_Kettle
	VOTES 0		
03 February 23 pandora6699@comcast.net		Coyote Crossing	Coyotes have lived in this area for decades. I reside nearby since the 70s and love listening to our resident pack hunting and communicating throughout the year. They're instrumental in controlling the rabbit and geese population. Let's acknowledge their continued benefit to our area as we encroach on their territory.
	VOTES 1		
06 February 23 Drew Willsey		Parky McParkface	As a hero of the Arvada community I felt that it was my duty and honor to submit what is the obvious and natural choice for a new park name. Thank you. You
	VOTES 4		
07 February 23 Rose367		Parky Mcparkface	As a born and raised Arvadan, I feel that this name is only right and will bring true joy to all citizens of Arvada
	VOTES 4		
07 February 23 thelocalchurchco		Orchard Park	It's a hybrid of both Van Bibber and SaBell's history. An orchard is a field of fruit trees. With VB being historically a farming land with strawberries and SB being a tree nursery, it's an honor to both of their legacies.
	VOTES 0		

IDEAS

Submit your idea for a park name

07 February 23 thelocalchurchco	Strawberry Fields Park
VOTES 0	
07 February 23 mmandl	Parky Mcparkface
VOTES 2	This would be the name to put Arvada back on the map
07 February 23 GEERADO	Parky McParkface
VOTES 3	
07 February 23 mtngrowngal	Ward Park
VOTES 0	
07 February 23 Sue Jupille	Parky McParkface
VOTES 1	
07 February 23 Arvada Native78	Parky McParkface
VOTES 0	
07 February 23 Community	Adrianne Gerlach Community Park
VOTES 1	A CO native, Adrianne was a 16 yr old award-winning western & wildlife artist with hydr ocephalus who spent over a year drawing 17 portraits (16 horses & 1 donkey) to raise f unds for Jeffco & Foothills Animal Shelter to help pay the vet costs of the abused horse s removed from a nearby ranch. She loved playing in Arvada's parks when she was yo ung.

IDEAS

Submit your idea for a park name

11 February 23 Dannyboy	Officer Gordon Beasley Park
VOTES 1	As I grew up here in Arvada he was the SRO officer at Oberon middle school. I remember talking to him about his band. I remember him helping biking with students home from school. Overall he was inspiring and it would be an honor to what he has done for our community and our children to name this park after him.
14 February 23 DMD303	Bazinga Park
VOTES 0	
15 February 23 pandora6699@comcast.net	Jim & Jean Scharfenberg Park
VOTES 0	Jim and Jean were Arvada man and woman of the year in the past for their dedication to volunteering for different organizations such as the Arvada food bank and the tree sale each spring.
15 February 23 sunflower	Crippen Lawrence
VOTES 0	According to the 1899 Willits Farm Map (inset attached) this land was originally owned by the Crippen Lawrence Investment Company.
15 February 23 LoveArvada	Vakoff Park
VOTES 1	RIP Officer Vakoff
15 February 23 donkeykong570	Roy Halladay Park
VOTES 0	an all-star park
16 February 23 Suzan	Horizon Park
VOTES 0	

IDEAS

Submit your idea for a park name

25 February 23	Gordon Beesly
Chopper7272	
VOTES 0	He deserves an honor because he wasn't just a hero as a police officer but for the community. He is an inspiration to be a better community. His legacy is never forgotten

Q2 Have additional comments? Leave them for us here!

stephanie16

2/01/2023 12:04 PM

We should get a pool for the Sabell Community.

KKramerica

2/01/2023 12:54 PM

I prefer Wallace Park

Geopete

2/02/2023 10:03 AM

Are there any plans to build "big kid" or adult recreation facilities at the park? A basketball hoop would be a nice addition. The playground is great, but clearly designed for little kids.

Jennifer R.

2/02/2023 01:29 PM

My partner, Chris Dampf and I recently bought the model home across from the park at 5700 Van Gordon St. Thank you for asking for our input. We feel we are a bit late to the naming party but we're grateful to share some input. Arbolista Park is our least disliked. But we checked it because we had to check one. Our least favorite is SaBell. Nobody knows how to say SaBell for instance (where's the accent?) and besides that the development is already named after him and we feel that is plenty. He was a landscaper, not a veteran or an inventor or anything truly inspirational. But most importantly, as the mother and future stepmother of three girls, I'd love to get away from the tradition of naming things after dead white men as this country has quite a lot of that already. Along those lines, Van Bibber already has a giant park named after him and since Argonaut is tied to him as well I feel that is too much honor to bestow on someone about whom we know relatively little (lacking is information on his character and actual achievements.) And Strawberry Park is too elementary I think. There are no strawberries there when there totally could be so that would be odd. Easily fixed with patches all around but if that weren't part of the plan I'd steer away from the name. So to avoid being a person that shoots down all ideas without providing any, because that's not helpful, may we suggest a Native American name? Little Raven Park, for instance? Regionally Chief Little Raven of the Arapahoe tribe represented peace not only between natives and white settlers, but between the many native tribes that lived in the Denver area. It's a charming name that also doesn't clash with the playground equipment which is already in place. The pond and tall grasses of the park beg for a Native American name, much more than a literal gold digger's. Yes there is already a small stretch of road in Denver called Little Raven Street (just five blocks), but I feel this would be a compliment to that, especially given the man's lifetime achievements. Another Native American naming option could be Bear Dance Park. The Bear Dance was a Ute ceremony each spring to

welcome the local bears out of hibernation. The Utes shared this land with many other tribes. The dance has many legends behind it but some reports say it dates back to the 1500's and was performed at the first sound of thunder each spring for many days. Native American names are more inclusive and give honor after mistreatment and displacement. If not a name that honors a more significant part of the history of our area, then I would vote for something simple as a bird that frequents the pond or a tree that is currently growing there. But first and foremost we object to further honoring Mr. Van Bibber or Mr. Sabell as both have been sufficiently recognized already. Thank you, Jennifer Roberts & Chris Dampf Homeowners of 5700 Van Gordon St.

Niecee

2/02/2023 03:46 PM

2nd choice would be Strawberry Park

arvada old gal

2/03/2023 08:34 AM

It has a nice ring to it.

Jholtrop7

2/03/2023 07:04 PM

Promote our Hispanic heritage and trees in one go. Easy

Msmith21

2/05/2023 06:12 AM

thank you for doing the survey

Ahipps

2/06/2023 02:08 PM

I like the idea of having a park name in Spanish. To represent those Arvadans that are native Spanish speakers. And who doesn't like arborists and trees!

tacosalad1917

2/06/2023 06:40 PM

I think we have enough things named after white men so it would be nice to have a name that honored the actual land or the indigenous communities.

episkey

2/07/2023 03:38 PM

I think we have too many places named after dead people or millionaires. And I don't think we should name a park after a business, especially a business that doesn't even exist anymore. I love the idea of "Strawberry Park," it feels very connected to the land, and something perhaps the tribes native to our state may have called the area. (A source I wish we drew more on.)

Cmcm123

2/08/2023 11:52 AM

Just a cute memorable name. With most parks my kids and I make up more simple names like this.

RadArvad

2/08/2023 04:47 PM

I'd prefer a combination name: SaBell Arbolista Park to honor the tree nursery & Spanish heritage

Bbacon24

2/09/2023 04:39 PM

Love the idea of more Latinx/Spanish language representation!

Loscr4

2/09/2023 04:44 PM

I always feel community locations should carry meaning in names, meaning from their past. Plus this one rolls off the tongue best

Anna Reid

2/09/2023 07:46 PM

A Spanish name would be great! Arvada needs that. Strawberry park is also nice.

Apohl

2/15/2023 04:44 PM

Let's try not to name it after another white person

jsenochs

2/15/2023 05:13 PM

Since everyone will end up calling it SaBell Park, if that name is chosen, why not remove the "Community" to start with.

Muneca79

2/15/2023 09:14 PM

Second choice is strawberry

Hackberry Hill Neighbor

2/16/2023 10:30 AM

I would like to broaden the naming of parks to include culturally diverse names since Arvada has a very diverse history.

Meghan

2/16/2023 04:17 PM

2nd choice is arbolista

KAnderson

2/21/2023 12:17 PM

It'd be fun if the name was strawberry park and then if there were strawberry plants as well.

susan carl

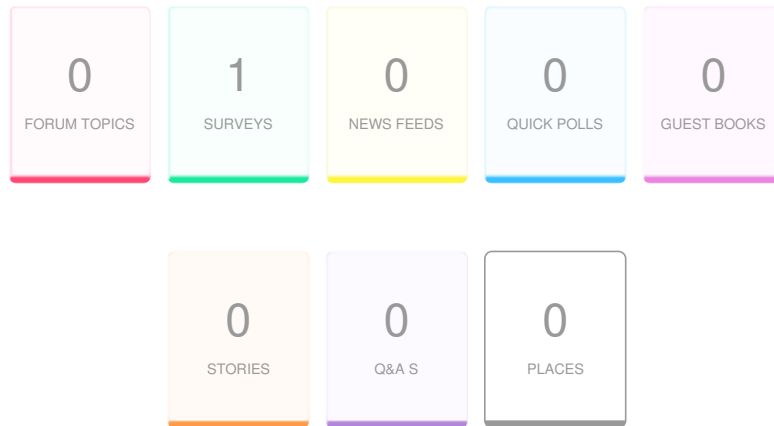
2/27/2023 04:14 PM

I think the first 3 names are kinda bad and not fun

Optional question (23 response(s), 99 skipped)

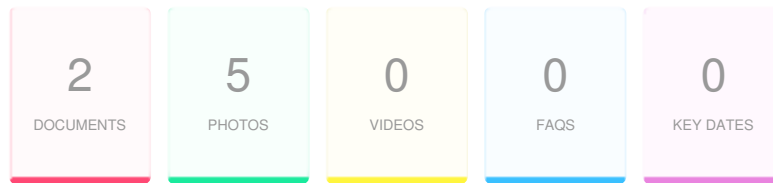
Question type: Essay Question

ENGAGEMENT TOOLS SUMMARY



Tool Type	Engagement Tool Name	Tool Status	Visitors	Contributors		
				Registered	Unverified	Anonymous
Survey Tool	Select your preferred park name	Archived	389	122	0	0
Ideas	Submit your idea for a park name	Archived	104	26	0	0

INFORMATION WIDGET SUMMARY



Widget Type	Engagement Tool Name	Visitors	Views/Downloads
Photo	Park slide and pavilion	13	14
Photo	Park pavilion in the snow	11	11
Photo	Park playground and path in the snow	9	9
Photo	Park path and trees in the snow	9	9
Photo	Park swings with nearby neighborhood buildings	9	9
Document	New Park Construction Document.pdf	0	0
Document	New Park Background & History.pdf	0	0



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: Consent Agenda

Report in Brief

1.R23-025, A Resolution Authorizing the Acceptance of Donations Made to the Majestic View Nature Center in 2022

2.R23-026, A Resolution Authorizing Change Order No. 4 to the Agreement Between the City of Arvada and A-1 Chipseal Company for the 2023 Street Chip and Slurry Seal Program, Project No. 23-ST-02

3.R23-027, A Resolution Authorizing the Issuance of a Purchase Order in an Amount Not to Exceed \$594,933.00 Annually to Thatcher Company, Inc. for the Purchase of 12.5% Sodium Hypochlorite Chemical for Water Treatment Plant Operations

4.R23-028, A Resolution Accepting A Special Warranty Deed From Urban Drainage and Flood Control District d/b/a Mile High Flood District to the City of Arvada for Property Near 15590 West 72nd Avenue

5.R23-029, A Resolution Authorizing a Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street

Suggested Motion: Moved by: _____ I move that the Consent Item(s),
Number(s) _____

be
(Removed from the Consent Agenda and Heard Upon Item _____) (Referred to a Workshop) (Postponed
Indefinitely).

YES _____ NO _____ ABSENT _____

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

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: R23-025, A Resolution Authorizing the Acceptance of Donations Made to the Majestic View Nature Center in 2022

Report in Brief

PRESENTER: Enessa Janes, Director of Vibrant Community and Neighborhoods

Chapter XIII, Section 13.6 of the Arvada City Charter requires that City Council accept gifts and donations on behalf of the City. This resolution authorizes the acceptance of donations made to the Majestic View Nature Center in 2022 in the amount of \$96,873.04.

The Arvada team recommends that the City Council approve R23-025, A Resolution Authorizing the Acceptance of Donations Made to the Majestic View Nature Center in 2022.

Financial Impact

The Majestic View Nature Center received monetary donations in the amount of \$96,873.04 in 2022.

Background

The Majestic View Nature Center (MVNC) is the City of Arvada's environmental education facility. The Nature Center offers many school, camp and group programs to expose youth to nature. Using trails, wetland areas and prairie ecosystems to explore, the MVNC team helps thousands of children and youth better understand nature by connecting them with Arvada's parks and open spaces. MVNC also provides public programming to connect visitors of all ages with the wonder of nature.

Each year, various individuals and organizations wish to make donations toward improving, maintaining, or contributing to Nature Center areas, events, and projects. This includes yearly donations made to the Majestic View Nature Center and Park.

Discussion

The City Council has accepted gifts and donations to the Majestic View Nature Center in the past. Donations and grants are built into the Nature Center's annual budget and ten year model. These financial resources support the Nature Center's educational programming through funding program supplies, instructor costs, and classroom materials.

Many Nature Center programs would not be successful without the acceptance of Scientific and Cultural Facilities District (SCFD) grants and donations from individual donors. The generosity of donors and partner agencies enables the Nature Center to offer high quality, accessible and diverse educational opportunities to the Arvada community.

Chapter XIII, Section 13.6 of the Arvada City Charter requires that City Council accept gifts and donations on behalf of the City.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

This resolution aligns with and contributes to the following City Council Strategic Result:

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.

Alternative Courses of Action

Approve R23-025, A Resolution Authorizing the Acceptance of Donations Made to the Majestic View Nature Center in 2022.

Recommendation for Action

The Arvada team recommends that the City Council approve R23-025, A Resolution Authorizing the Acceptance of Donations Made to the Majestic View Nature Center in 2022.

Suggested Motion:

I move that R23-025, A Resolution Authorizing the Acceptance of Donations Made to the Majestic View Nature Center in 2022, be (approved) (rejected).

Prepared by:

Enessa Janes, Director of Vibrant Community and Neighborhoods

Reviewed by:

Approved by:

Enessa Janes, Director of Vibrant Community and Neighborhoods	2/27/2023
Bryan Archer, Director of Finance	2/27/2023
Gail Walker, Legal Specialist-Contracts	3/1/2023
Kylie Justus, Assistant City Attorney	3/1/2023
Rachel Morris, City Attorney	3/8/2023
Don Wick, Deputy City Manager	3/8/2023
Lorie Gillis, City Manager	3/9/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-025

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATIONS
MADE TO THE MAJESTIC VIEW NATURE CENTER IN 2022

WHEREAS, in 2022, the Majestic View Nature Center (“MVNC”) received monetary donations in the amount \$96,873.04; and

WHEREAS, such monetary donations aid the MVNC in its operation and contributions to the Arvada community.

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

Section 1. Pursuant to Sec. 13.6 of the Arvada City Charter, City Council hereby accepts the monetary donations to the MVNC, a listing of which is attached hereto, which were received from January 1, 2022, through December 31, 2022.

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

APPROVED AND ADOPTED this 20th day of March, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

2022 Grants, Donations, Volunteer Hours Report-Majestic View Nature Center



2022	Information	Monetary Donation	Area of Nature Center
I. Monetary Donations			
Scientific & Cultural Facilities District	Tier III Grant	\$20,019.60	Education Class-SCFD acct
Jeffco Outdoors Foundation, Inc.	Sponsorship Jan-Jul	\$796.00	Donations Acct
Donation Box	Cash/online donation	\$4,689.00	Donations Acct
Colorado Garden Foundation	Garden Grant	\$5,000.00	Private Grant
	Total Monetary Donations	\$30,504.60	
		Value	
II. Materials & Equipment Donations			
Janet Lenore	Spotting scope and tripod	760.00	Programs
Anonymous Donor	Ceramic birds	430.00	gift nook
Terra Pittenger	Garden Books	321.00	Main Office library
Dianne Koch	Wooden Bird Carvings	220.00	Exhibit Hall
Anna Hoover	Exhibit, office, event, and program supplies & photo rights to historical aerials	173.12	Programs/Exhibit Hall
Jim Kehl	Telescope	100.00	Programs
Lost and Found Items (unclaimed)	Fidget toys, art supplies, etch and scetch	91.00	Programs/Kids Nook
Jessica Colby	Volunteer and Program Supplies	85.00	Programs
Anonymous Donor	Sitting stool	45.00	Exhibit Hall
Ted Hibbs	Toolbox	25.00	Programs
Anonymous Donor	Big Year (Book)	15.00	Main Office library
Kenneth Gurul	Recognizing plants (book)	13.00	Main Office library
Ian MacDonald	coloring supplies	12.00	Programs
Cady Kelly	glue bottles	8.00	Programs
Anonymous Donor	hand sanitizer	5.49	Programs
Kim Sereff	ecosystem poster	5.00	Programs
		\$ 2,308.61	
TOTAL 2021 MONETARY, MATERIALS AND EQUIPMENT DONATIONS			\$32,813.21
<i>2021 MARKET VALUE OF NATURE CENTER VOLUNTEERS (In Kind)</i>			
		2,033 hours at \$31.51	\$64,059.83
[National Standard Volunteer Rate, Bureau of Labor Statistics]			
TOTAL MONETARY, MATERIAL AND IN-KIND DONATIONS			\$96,873.04



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: R23-026, A Resolution Authorizing Change Order No. 4 to the Agreement Between the City of Arvada and A-1 Chipseal Company for the 2023 Street Chip and Slurry Seal Program, Project No. 23-ST-02

Report in Brief

Council action is requested on the attached resolution authorizing Change Order No. 4 to the Agreement Between the City of Arvada and A-1 Chipseal Company for the 2023 Street Chip and Slurry Seal Program, Project 23-ST-02.

This project involves the use of asphalt surface treatments, including milling, crack, hot chip, cape and slurry sealing, which will ultimately increase the overall quality of roadways in the City.

The Arvada team recommends that the City Council approve R23-026, A Resolution Authorizing Change Order No. 4 to the Agreement Between the City of Arvada and A-1 Chipseal Company for the 2023 Street Chip and Slurry Seal Program, Project 23-ST-02 .

Financial Impact

Financial Impact: \$2,500,000.00

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

Fund: Streets Maintenance Fund, Account No. 04-705014-53032

Background

On May 18, 2021, an Agreement between the City of Arvada and A-1 Chipseal Company was entered into for an amount not to exceed \$698,879.18 for the 2021 Street Chip and Slurry Seal Program. The agreement included conditions that would allow for annual renewals and change orders based on the contractor's satisfactory performance, if mutually agreed to by both parties. These conditions would facilitate the timely completion of chip and slurry seal work associated with the City's asphalt treatment program.

On September 16, 2021, Change Order #1 was approved. The purpose of Change Order #1 was to expand the scope of work to include additional services of Chip Seal Type II (1/4 in). This resulted in an amendment to the total compensation amount of the Original Agreement not to exceed \$824,223.98 and extended the project completion date to December 31, 2021.

On or about November 15, 2021, Change Order #2 was approved. The purpose of Change Order #2 was to expand the scope of services to include additional service of Crack Seal and the accompanying Traffic Control Management, Flagger services and Arrow Board. Finally, on or about October 8, 2021, Arvada was informed by the contractor that chip seal work identified in Change Order #1 exceeded the Change Order #1 amount of \$125,456.80 by \$6,017.82. Expansion of scope of services and additional expense of Change Order #1 resulted in an amendment to the total compensation amount not to exceed \$1,328,428.80.

On April 4, 2022, Change Order #3 was approved. The purpose of Change Order #3 was to amend the Agreement terms to allow the increase of unit prices for the contractor. The overall contract amount was not increased under Change Order #3.

On June 24, 2022, the First Renewal and Amendment to the Contract between the City of Arvada and A-1 Chipseal was approved. The First Renewal and Amendment agreement included conditions that would allow for an automatic annual

renewal for 2023 and change orders based on the contractor's satisfactory performance, if mutually agreed to by both parties. These conditions would facilitate the timely completion of chip and slurry seal work associated with the City's asphalt treatment program.

A-1 Chipseal Co. has satisfactorily met all service requirements under this Agreement to date.

Discussion

The work completed by A-1 Chip Seal under this Agreement to date has offered the best value and has satisfactorily met all service requirements. In addition, A-1 Chipseal has also completed asphalt chip and slurry seal work on many projects throughout the City as a subcontractor.

Included in the Amendment to the Contract as presented herein is an expanded scope of services to include additional cape seal, patching and striping services. The Amendment also allows the increase of unit prices for the contractor based on current market and supply chain conditions.

Conditions in the bid included an option for the City to renew for an additional two one-year periods with price adjustments allowed provided that satisfactory performance is documented during the previous contract period. The planned 2023 surface treatment areas are shown on the attached 23-ST-02 Map.

During the annual analysis and selection process for 2023 areas and surface treatment types, it was found adding additional surface treatment types and services (cape seal and striping) would offer the best value, increase production and satisfactorily meet all service requirements. An increase in the contract amount will expand the areas to be addressed under this contract, as well as maintain continuous progress and production in 2023.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

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

Maintains existing roads and transportation network in tandem with snow and ice control services to ensure swift and safe transportation modes for the community.

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-026, A Resolution Authorizing Change Order No. 4 to the Agreement Between the City of Arvada and A-1 Chipseal Company for the 2023 Street Chip and Slurry Seal Program, Project 23-ST-02

SUBJECT: R23-026, A Resolution Authorizing Change Order No. 4 to the Agreement Between the City of Arvada and A-1 Chipseal Company for the 2023 Street Chip and Slurry Seal Program, Project No. 23-ST-02

PAGE: 3
ITEM: 8.A.2.

Suggested Motion:

I move that R23-026, A Resolution Authorizing Change Order No. 4 to the Agreement Between the City of Arvada and A-1 Chipseal Company for the 2023 Street Chip and Slurry Seal Program, Project No. 23-ST-02, be (approved) (rejected).

Prepared by:
Christine Biddle, Pavement Management Coordinator

Reviewed by:

Approved by:

Britton Thomas, Civil Engineer III	2/3/2023
Jacqueline Rhoades, Public Works Director	3/2/2023
Bryan Archer, Director of Finance	3/3/2023
Tammy Hedlund, Legal Specialist	3/3/2023
Kelsy Sargent, Assistant City Attorney	3/5/2023
Rachel Morris, City Attorney	3/8/2023
Don Wick, Deputy City Manager	3/8/2023
Lorie Gillis, City Manager	3/9/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-026

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4
TO THE AGREEMENT BETWEEN THE CITY OF ARVADA AND A-1 CHIPSEAL
COMPANY FOR THE 2023 STREET CHIP AND SLURRY SEAL PROGRAM PROJECT NO.
23-ST-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 a form approved by the City Attorney, this Change Order No. 4, which is in substantially the same form as that attached hereto, by and between the City of Arvada and A-1 Chipseal Company in the amount of \$1,241,226.30, for a total contract compensation amount not to exceed \$2,500,000.00, for the 2023 Street Chip and Slurry Seal Program Project No. 23-ST-02.

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

APPROVED AND ADOPTED this 20th day of March, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

**CHANGE ORDER NO. 4
TO THE AGREEMENT BETWEEN THE CITY OF ARVADA AND
A-1 CHIPSEAL COMPANY FOR THE 2023 STREET CHIP AND
SLURRY SEAL PROGRAM, PROJECT NO. 23-ST-02**

1. **PARTIES.** The parties to this Change Order No. 4 are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada”) and A-1 Chipseal Company whose principal place of business is located at 2505 E 74th Avenue, Denver, CO 80229 (“Contractor”), collectively (“the Parties”).
2. **RECITALS AND PURPOSE.**
 - 2.1. Arvada and Contractor entered into a contract for street chip and slurry seal projects throughout Arvada’s streets on or about May 18, 2021 (“Original Agreement”).
 - 2.2. Arvada and Contractor subsequently executed three change orders to: (1) expand the scope of work to include the additional service of chip seal type II and increase the contract compensation; (2) expand the scope of work to include the additional service of crackseal; and (3) update the unit pricing and extend the project completion date until July 29, 2022.
 - 2.3. On or about June 24, 2022, the Parties executed a First Renewal and Amendment to renew the Original Agreement including the additional services added through the subsequent change orders and amend the Original Agreement to allow for automatic renewal of the second one year renewal period should Arvada not elect to terminate the contract.
 - 2.4. For the convenience of the parties and due to their voluminous nature, the Original Agreement, Change Order No. 1, No. 2, No. 3, and the First Renewal and Amendment are not attached hereto but are incorporated herein by reference.
 - 2.5. During the annual analysis and selection process for 2023 areas and surface treatment types, it was found adding additional surface treatment types and services (cape seal and striping) would offer the best value, increase production and satisfactorily meet all service requirements. An increase in the contract amount will expand the areas to be addressed as well as maintain continuous progress and production in 2023.
 - 2.6. Pursuant to Section 4 of the Original Agreement, Arvada may request additional changes which can be accomplished by all parties agreeing to a change order.
 - 2.7. The Parties are requesting to expand the scope of work to include the additional services of cape seal, patching and striping services and to increase the contract compensation by \$1,241,226.30.
 - 2.8. This document shall constitute Change Order No. 4 to the Original Agreement and will both expand the scope of work and increase the total contract compensation to an amount not to exceed \$2,500,000.00.
3. **CONTRACT DOCUMENTS AND EXHIBITS.** The Contract Documents shall consist of the Original Agreement, Change Order No. 1, No. 2, No. 3, and the First Renewal and

Amendment and this Change Order No. 4 together with the following:

Exhibit A: Contractor's 2023 Pavement Surface Treatment Pricing;

Exhibit B: Map Overlay for Crack, Hot, Chip, Slurry, and Cape Seal 23-ST-02;

Exhibit C: The City of Arvada's Engineering Code of Standards and Specifications Dated July 26, 2022 (not attached due to its voluminous nature but incorporated herein by reference).

All exhibits referred to in this Change Order No. 4, are attached hereto and are, by reference, incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Change Order No. 4 requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Change Order No. 4 shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4. REFERENCES TO THE ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS IN THE ORIGINAL AGREEMENT.

- 4.1. Any reference in the Original Agreement referring to the "City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements" shall refer to the "City of Arvada Engineering Code of Standards and Specifications dated July 26, 2022."
- 4.2. Contractor agrees it shall conduct, furnish, and complete the services agreed upon in the Original Agreement in accordance with the City of Arvada Engineering Code of Standards and Specifications dated July 26, 2022.

5. PRICING CHANGES FOR THIS CHANGE ORDER NO. 4.

- 5.1. The Original Agreement terms are amended to allow the increase of compensation by \$1,241,226.30 for a maximum total contract amount of \$2,500,000.00.
- 5.2. Contractor's 2023 Pricing is incorporated as **Exhibit A** to this Change Order No. 4. The quantities listed in Exhibit A are just estimates. The rates in **Exhibit A** shall remain in effect for one year from date of execution of this Change Order No. 4, and Contractor shall not raise prices before then. The rates contained in **Exhibit A** shall replace the rates of the Original Agreement, Change Order No. 1, No. 2, No. 3, and the First Renewal and Amendment.

6. DATES AND AREAS OF COMPLETION.

- 6.1. Contractor shall complete the work as shown in **Exhibit B** by November 29, 2023 unless the period of completion is otherwise extended by the Contract Documents. The time for

the completion of work in **Exhibit B** shall not impact the time for completion of the services described in the Original Agreement, Change Order No. 1, No. 2, No. 3, or the First Renewal and Amendment.

6.2. **Exhibit B** shows the proposed work area for the year 2023. Arvada, in its sole discretion, shall provide direction to Contractor on which areas are to be completed in 2023.

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

8. **SEVERABILITY.** If any other provision of this Change Order No. 4 is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Change Order No. 4 shall continue in full force and effect.

9. **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, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Change Order No. 4 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.

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

11. **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.

DATED this _____ day of _____, 202__.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor of Arvada
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

A-1 CHIPSEAL COMPANY

Josh Krueger, Vice President
2505 E. 74th Ave.
Denver, CO 80229
jkrueger@a-1chipseal.com

WITNESS:

Dennis Martinez, Senior Estimator
2505 E. 74th Ave.
Denver, CO 80229
dennism@asphaltrepair.com

Exhibit A

Change Order No. 4

To the Agreement between the City of Arvada and A-1
Chipseal Company for the 2023 Street Chip and Slurry Seal
Program, Project No. 23-ST-02



www.a-1chipseal.com

**EXHIBIT
A**

Customer
City of Arvada
8101 Ralston Rd
Arvada, CO 80002-

Attention
Christine Biddle
(720) 898-7730
cbiddle@arvada.org
Fax: (720) 898-7722

Date
01/31/23
Proposal #
31633

Proposal for
Arvada 2023 Street Chip & Slurry Seal Program - 8101 Ralston Rd - Arvada

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 1 2023 Asphalt Maintenance				
00	Minor Contract Revisions	1 LS	\$75,000.00	\$75,000.00
01	Removal of Pavement Marking	11,425 SF	\$1.70	\$19,422.50
02	Erosion and Sediment Control	1 LS	\$500.00	\$500.00
03	Slurry Type II-Meadows at Westwoods,Westwoods Ranch,Whisper Crk	62,111 SY	\$2.99	\$185,711.89
04	1/4" Chipseal	49,845 SY	\$4.12	\$205,361.40
05	3/8" Chipseal	1 SY	\$4.21	\$4.21
06	Hot Chip Seal	19,290 SY	\$10.38	\$200,230.20
07	Edge Milling	24,360 LF	\$1.45	\$35,322.00
08	Mobilization	1 LS	\$50,000.00	\$50,000.00
09	Temporary Raised Pavement Markers	1 EA	\$500.00	\$500.00
10	Traffic Control Management (TCM)	60 DAY	\$600.00	\$36,000.00
11	Flagger	938 HR	\$22.00	\$20,636.00
12	Arrow Board	32 DAY	\$27.00	\$864.00
13	Portable Variable Message Sign	32 DAY	\$50.00	\$1,600.00
14	Uniform Traffic Control (UTC)	32 HR	\$75.00	\$2,400.00
15	Uniform Traffic Control Vehicle (UTCV)	32 HR	\$22.00	\$704.00
16	Citizen Notification	1 EA	\$500.00	\$500.00
17	Crackseal	187,000 LBS	\$2.39	\$446,930.00
18	Crack Seal Traffic Control Management	66 DAY	\$600.00	\$39,600.00
19	Crack Seal Flagger	1,700 HR	\$22.00	\$37,400.00
20	Crack Seal Arrow Board	69 DAY	\$27.00	\$1,863.00
Accepted _____ Total for Option# 1				\$1,360,549.20

Option# 2 Add Alternates

21	Mill Patching - Various Locations	4,500 SY	\$76.00	\$342,000.00
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22	Cape Seal	29,444 SY	\$7.18	\$211,407.92
23	Hot Chip Full Width Milling	48,900 SY	\$2.25	\$110,025.00
24	Pavement Marking - 86th Pkwy/Club Crest & Allison Way	1 LS	\$86,429.00	\$86,429.00
		Accepted_____	Total for Option# 2	\$749,861.92

See attached terms and conditions

Accepted by: _____ Date: _____ Estimator: *Dennis Martinez*
 Accepted by: _____ Date: _____
 Authorized Agent(s) Dennis Martinez
 (303) 434-4146
 dennism@asphaltrepair.com

Phone: 303.464.9267 Fax: 303.464.9261

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: R23-027, A Resolution Authorizing the Issuance of a Purchase Order in an Amount Not to Exceed \$594,933.00 Annually to Thatcher Company, Inc. for the Purchase of 12.5% Sodium Hypochlorite Chemical for Water Treatment Plant Operations

Report in Brief

City Council is requested to authorize the issuance of a purchase order in the amount of \$594,933 for Sodium Hypochlorite chemical needed in the purification and disinfection of water at the City's water treatment plants. The vendor selection is based on RFB-22-Water Treatment Chemicals renewal option. Pricing for 2023 has been adjusted.

The issuance of the purchase order for the water treatment chemical associated with the recommended action would be to the following supplier; Thatcher Company Inc. for the amount of \$549,933.

Staff recommends that the City Council approve R23-027, A Resolution Authorizing the Issuance of a Purchase Order in an Amount Not to Exceed \$594,933.00 Annually to Thatcher Company, Inc. for the Purchase of 12.5% Sodium Hypochlorite Chemical for Water Treatment Plant Operation.

Financial Impact

Purchase of Sodium Hypochlorite (12.5%) chemical for Water Treatment Plant operations not to exceed \$594,933 annually is budgeted for in Water Fund, account number 41.735010.53003 Program Expense/Port Out Admin Admin Fee. The Increase in Water Treatment Chemicals was anticipated during the 2023 budget process and the budget was adjusted accordingly.

Background

A formal request for Bid, RFB-22-Water Treatment Chemicals, was issued on June 15, 2022, with the option for four (4) consecutive annual renewals under "Special Terms and Conditions" and included Sodium Hypochlorite with the Best Value bid being selected. The current vendor has proven to be reliable, efficient, has provided price increase justifications and is qualified for renewal.

The pricing for all Sodium Hypochlorite suppliers has seen a significant increase due to product shortages of chemicals used to make the Sodium Hypochlorite product, transportation issues and fuel costs.

The requested Purchase Order is as follows with 2023 price adjustments:

Chemical*	Company	Unit Cost	Total Cost
Sodium Hypochlorite (12.5%)	Thatcher Company	\$3.09/Gallon	\$594,933

*Chemical meets NSF and AWWA standards/certifications for Drinking Water.

Discussion

The purchase of Sodium Hypochlorite water treatment chemical and from the current reliable vendor allows the Water Treatment Division to ensure continued production of high quality drinking water that meets/exceeds all State and Federal Drinking Water Standards.

SUBJECT: R23-027, A Resolution Authorizing the Issuance of a Purchase Order in an Amount Not to Exceed \$594,933.00 Annually to Thatcher Company, Inc. for the Purchase of 12.5% Sodium Hypochlorite Chemical for Water Treatment Plant Operations

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ITEM: 8.A.3.

The vendor for 2023 has justified their increase due to increased shipping, raw materials availability and imported material cost over the past year. The current vendor has been stable, has provided the chemicals on time and has been able to ensure the City's Water Plants maintain adequate supply through peak production months. The Vendor has had no issues over the past year and offers the chemical at fair market value.

Sufficient funds for Sodium Hypochlorite Water Treatment Chemical are available in the Utilities Water Treatment Operations Budget.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The approval of the Sodium Hypochlorite Water Treatment Chemical Purchase Order will ensure continued production of safe high quality drinking water for the citizens of Arvada and align to the City Council Strategic Plan Priority Areas of Infrastructure.

Alternative Courses of Action

N/A

Recommendation for Action

Staff recommends that the City Council approve R23-027, A Resolution Authorizing the Issuance of a Purchase Order in an Amount Not to Exceed \$594,933.00 Annually to Thatcher Company, Inc. for the Purchase of 12.5% Sodium Hypochlorite Chemical for Water Treatment Plant Operation.

Suggested Motion:

I move that R23-027, A Resolution Authorizing the Issuance of a Purchase Order in an Amount Not to Exceed \$594,933.00 Annually to Thatcher Company, Inc. for the Purchase of 12.5% Sodium Hypochlorite Chemical for Water Treatment Plant Operation, be (approved) (rejected).

Prepared by:
Brad Wyant, Water Treatment Manager

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	2/23/2023
Bryan Archer, Director of Finance	2/23/2023
Jessica Morales, Assistant City Attorney	2/23/2023

SUBJECT: R23-027, A Resolution Authorizing the Issuance of a Purchase Order in an Amount Not to Exceed \$594,933.00 Annually to Thatcher Company, Inc. for the Purchase of 12.5% Sodium Hypochlorite Chemical for Water Treatment Plant Operations

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Tammy Hedlund, Legal Specialist	2/27/2023
Rachel Morris, City Attorney	2/28/2023
Don Wick, Deputy City Manager	2/28/2023
Lorie Gillis, City Manager	3/8/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-027

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$594,933.00 ANNUALLY TO THATCHER COMPANY, INC. FOR THE PURCHASE OF 12.5% SODIUM HYPOCHLORITE CHEMICAL FOR WATER TREATMENT PLANT OPERATIONS

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

Section 1. The City Manager is hereby authorized to issue a purchase order in an amount not to exceed \$594,933.00 annually to Thatcher Company, Inc. for the purchase of 12.5% Sodium Hypochlorite Chemical for Water Treatment Plant Operations.

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

APPROVED AND ADOPTED this 20th day of March, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



Brad Wyant <bwyant@arvada.org>

Thatcher Company - Sodium Hypochlorite 12.5% price increase request

Jeff Zidek <Jeff.Zidek@tchem.com>

Tue, Jan 17, 2023 at 8:39 AM

To: "Brad Wyant (bwyant@arvada.org)" <bwyant@arvada.org>

Cc: June Ritchie <jritchie@arvada.org>

Hello Brad,

Currently, Thatcher Company is requesting a price increase for sodium hypochlorite 12.5%.

The chemical market continues to experience significant cost increases.

Another issue that is impacting the chemical market is transportation. The demand for trucking has outpaced driver availability and has continued to greater levels than anticipated. Our forecasted cost for transportation has increased dramatically. Also, in-line with national averages, we have experienced a decline in qualified CDL-A driver new hires.

Thatcher Company is taking actions against these issues to help mitigate impacts, but unfortunately these actions will not completely offset the significant cost increases. Thatcher Company never takes pricing increase decisions lightly and we aim to offer competitively priced products. We will continue to evaluate costs and marketplace dynamics to determine pricing actions.

Product	Packaging	Part Number	Pricing	Freight	Effective Dates
T-Chlor 12.5% (Sodium Hypochlorite 12.5%)	Bulk 70,000 lbs	2434000	\$3.09/gallon	No extra charge	February 1, 2023 – June 30, 2023

Thank you for your business,

Jeff Zidek

Thatcher Company

(801) 541-9469

The information contained in this e-mail message, and any attachments to it, contain confidential, proprietary, privileged, or otherwise secret information. If you are not the intended recipient, or believe that you may have received this email or attachments in error, any dissemination, use, review, distribution, printing or copying of the information contained in this e-mail message and any attachments to it are strictly prohibited. If you have received this communication in error, please notify us by reply e-mail or telephone and immediately and permanently delete the message and any attachments. Please include in your notice that the message and any attachments have been deleted. Thank you.

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: Thatcher Company, Inc.

Contact Names: Sales/Customer Service Jeff Zidek, Account Manager / csut@tchem.com

Address: P. O. Box 27407, Salt Lake City, UT 84127-0407

Phone: (801) 541-9469 Email(s): jeff.zidek@tchem.com

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By:  Signature of Authorized Agent <u>Craig N. Thatcher</u> Typed/Printed Name of Agent	<u>June 22, 2022</u> Date <u>C.E.O.</u> Title of Agent	<u>87-0279250</u> FEIN <u>craig.thatcher@tchem.com;</u> <u>wendy.richmond@tchem.com</u> Agent email
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PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: 0 % N30 Days, Net: 30 Days, Accept Visa without additional fee? No.

VARIATIONS: The vendor shall identify all variations and exceptions to this RFB. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

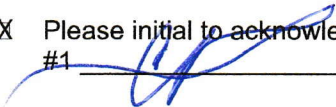
Variance _____

Page #: _____ Item # or Section: _____

Variance _____

SUBMITTAL CHECKLIST:

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

- ☒ Submit ON-LINE.
- ☒ Submit completed City Submittal Forms including this sheet and any other attachments requested.
- ☒ Submit Price sheet(s) for products & services. Use the City provided form if one is attached.
- ☒ Submit implementation timeline and warranties, if applicable. **(See attached Appendices A and B.)**
- ☐ Submit Performance Measures per Special Conditions for Delivery Services.
- ☐ Attach Firm's Licensing, if applicable.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation on the Submittal Form.
- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☒ Please initial to acknowledge Addenda, if any, have been considered in your proposal:
#1  #2 _____

REFERENCES:

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

Name: Jordan Valley Water Conservancy District Contact Person: Josh Shrewesbury

Address: 11574 South Wyndcastle Drive, Sandy, UT 84092

Telephone No: (801) 572-1533 Email: joshs@jvwcd.org

Describe type of work/service performed or items supplied: 4000+ gallon deliveries regularly.

Name: South Davis Sewer District Contact Person: Matt Myers

Address: 1800 West 1200 North, West Bountiful, UT 84114

Telephone No: (801) 295-3469 Email: mmyers@sdsd.us

Describe type of work/service performed or items supplied: 4000+ gallon deliveries regularly.

Name: Central Valley Sewer District Contact Person: Sharon Burton

Address: 800 Central Valley Road, South Salt Lake City, UT 84119

Telephone No: (801) 973-9282 Email: burtons@cvwrf.org

Describe type of work/service performed or items supplied: 4000+ gallon deliveries regularly.

PRICING & DELIVERY RESPONSE: Bidder to complete this section and return with completed Vendor Submittal Form.

Due to fluctuating costs for Water Treatment Chemicals within a year, based on the market values, include a not to exceed percentage increase amount per year, price adjustment frequency and customer notification procedures.

	Product Description (Specification/ Min. Requirement)	QTY *	UOM	Price Per Unit	Extended Price	Delivery time from time of order (non- holiday week/holiday week) and method**	Possible Fuel Surcharge	Not to exceed percentage increase/ year	Price adjustment frequency and customer notification procedures.
1.	Sodium Hypochlorite (Bleach) 12.5% <i>See Product Specifications below</i>	220,000	Gallons	\$ 2.29 ***	\$503,800.00	5 to 7 business days after receipt of order.	If >22%.	N/A	Pricing valid for 90 days with 30 days advance notice.
2.	Sodium Hydroxide (Caustic Soda) 30-34% (preferred) <i>See Product Specifications below</i>	45,000	Gallons	\$ 2.66***	\$119,700.00	5 to 7 business days after receipt of order.	If >22%.	N/A	Pricing valid for 90 days with 30 days advance notice.
Please list and price all available % strengths available.									
3.	Sodium Hydroxide (Caustic Soda) _____ %								
4.	Sodium Hydroxide (Caustic Soda) _____ %								
	Sodium Hydroxide (Caustic Soda) _____ %								
				Total:	\$623,500.00				

*Quantities are approximate annual usage, Vendor will be paid for quantities actually ordered

**By submittal of price data Vendor agrees to ensure product will be routinely delivered within 1 to 1.5 weeks of placing the order (regardless of holidays)

***Minimum Order: 70,000 lbs.

FDPH.MH17003 - Drinking Water Treatment Chemicals

Drinking Water Treatment Chemicals

Thatcher Group, Inc.
1905 FORTUNE RD
PO BOX 27407
SALT LAKE CITY, UT 84127-0407 United States

MH17003

NSF/ANSI 60

Plant at: Thatcher Company, Inc., Salt Lake City, UT

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Ferric Sulfate	-	Coagulation and Flocculation Products	500
Ferric Sulfate, 10 - 13% Iron	-	Coagulation and Flocculation Products	500
Aluminum Sulfate [*Al]	[Al]	Coagulation and Flocculation Chemicals	150
Compliance GT	[Al]	Coagulation and Flocculation Chemicals	40
Ferric Chloride	-	Coagulation and Flocculation Chemicals	100
Poly Phosphate Ortho Phosphate Blends	-	Coagulation and Flocculation Chemicals	26
Sodium Aluminate [*Al]	-	Coagulation and Flocculation Chemicals	40
T-Floc 1307	-	Coagulation and Flocculation Chemicals	1
T-Floc 1361	-	Coagulation and Flocculation Chemicals	1
T-Floc 1362	-	Coagulation and Flocculation Chemicals	1
T-Floc 1367	-	Coagulation and Flocculation Chemicals	1
T-Floc 1368	-	Coagulation and Flocculation Chemicals	3
T-Floc 1434	-	Coagulation and Flocculation Chemicals	20
T-Floc 1436	-	Coagulation and Flocculation Chemicals	20
T-Floc 1465	-	Coagulation and Flocculation Chemicals	3
T-Floc 1474	-	Coagulation and Flocculation Chemicals	3
T-Floc 1526	-	Coagulation and Flocculation Chemicals	1
T-Floc 1527	-	Coagulation and Flocculation Chemicals	1
T-Floc 1539	-	Coagulation and Flocculation Chemicals	1
T-Floc 1551	-	Coagulation and Flocculation Chemicals	1
T-Floc 2540	-	Coagulation and Flocculation Chemicals	1
T-Floc 2552	-	Coagulation and Flocculation Chemicals	1
T-Floc 2645	-	Coagulation and Flocculation Chemicals	1
T-Floc 2656	-	Coagulation and Flocculation Chemicals	1
T-Floc B135 [*Al]	[Al]	Coagulation and Flocculation Chemicals	150
T-Floc C-148	-	Coagulation and Flocculation Chemicals	6
Ferrous Sulfate Solution	-	Coagulation and Flocculation	50
T-Floc B-41	-	Coagulation and Flocculation	156
T-Floc B41 [*Al]	-	Coagulation and Flocculation	178
T-Floc IFD-151SJ	-	Coagulation and Flocculation	150
Alum, Acidified X [*Al]	-	Flocculation	150

T-Chem IXXXX	-	Flocculation	250
T-Floc B391 [*Al]	-	Flocculation	154
T-Floc 1306	-	Coagulation and Flocculation Products	1
T-Floc 1310	-	Coagulation and Flocculation Products	1
TI-3020	-	Corrosion and Scale Control	16
Soda Ash	-	pH Adjustment	100
Citric Acid Solution	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	125
Citric Acid Solution [*OL]	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	N/A
Sodium Hydroxide 18%	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	278
Sodium Hydroxide 20%	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	250
Sodium Hydroxide 25%	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	200
Sodium Hydroxide 30%	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	167
Sodium Hydroxide 33%	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	152
Sodium Hydroxide 50%	-	Corrosion and Scale Control, Softening, Sequestering, Precipitation and pH adjustment	100
Ammonium Sulfate, 40%	-	Disinfection and Oxidation	62.5
Anhydrous Ammonia	-	Disinfection and Oxidation Chemicals	5
Aqua Ammonia 28%	-	Disinfection and Oxidation Chemicals	35
Chlorine	-	Disinfection and Oxidation Chemicals	30
Hydrogen Peroxide 11%-20%	-	Disinfection and Oxidation Chemicals	5.2
Hydrogen Peroxide 21%-30%	-	Disinfection and Oxidation Chemicals	3.5
Hydrogen Peroxide 31%-40%	-	Disinfection and Oxidation Chemicals	2.6
Hydrogen Peroxide 34%	-	Disinfection and Oxidation Chemicals	3
Hydrogen Peroxide 41%-49%	-	Disinfection and Oxidation Chemicals	2.1
Hydrogen Peroxide 50%	-	Disinfection and Oxidation Chemicals	2.1
T-Chlor 10.0 [*HPH]	-	Disinfection and Oxidation Chemicals	105
T-Chlor 12.5 [*HPH]	-	Disinfection and Oxidation Chemicals	84
T-Chlor 5.25 [*HPH]	-	Disinfection and Oxidation Chemicals	199
Ammonium Bisulfite Solution	-	Miscellaneous Treatment Chemicals	50
Hydrofluosilicic Acid	-	Miscellaneous Treatment Chemicals	6
Hydrochloric Acid			
Hydrochloric Acid 20 Be	-	Corrosion& Scale Control, pH Adjustment	40
Muriatic Acid	-	Corrosion& Scale Control, pH Adjustment	40
TI-2903	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	27.5
TI-2904	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	33
TI-2906	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	29
TI-2907	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	14.9
TI-2908	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	24.9
TI-2909	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	9.59
TI-3019	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	15.5
TI-3021	-	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	28
Zinc Orthophosphate [*Zn]	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	20

Trade Dsg	Conditions of Acceptability	Category	Max Use Level (mg/L)
Aluminum Sulfate [*Al]	-	Coagulation and Flocculation Chemicals	400
Aluminum Sulfate [*Al]	-	Coagulation and Flocculation Chemicals	400
Aluminum Sulfate, Acidified [*Al]	-	Coagulation and Flocculation Chemicals	150
T-Floc 1410	-	Coagulation and Flocculation Chemicals	50
T-Floc 1410	-	Coagulation and Flocculation Chemicals	50
T-Floc 1417	-	Coagulation and Flocculation Chemicals	100
T-Floc 1417	-	Coagulation and Flocculation Chemicals	100
T-Floc 1419	-	Coagulation and Flocculation Chemicals	50
T-Floc 1419	-	Coagulation and Flocculation Chemicals	50
T-Floc 1420	-	Coagulation and Flocculation Chemicals	25
T-Floc 1420	-	Coagulation and Flocculation Chemicals	25
T-Floc 2100	-	Coagulation and Flocculation Chemicals	100
T-Floc 2202	-	Coagulation and Flocculation Chemicals	650
T-Floc 2653	-	Coagulation and Flocculation Chemicals	1
T-Floc 2662	-	Coagulation and Flocculation Chemicals	1
T-Floc B-12-L	-	Coagulation and Flocculation Chemicals	75
T-Floc B-21-L	-	Coagulation and Flocculation Chemicals	150
T-Floc IFD-201	-	Coagulation and Flocculation Chemicals	194
T-Floc IFD-4211	-	Coagulation and Flocculation Chemicals	139
Aqua Ammonia 19%	-	Disinfection and Oxidation Chemicals	52
Aqua Ammonia 25%	-	Disinfection and Oxidation Chemicals	40
Sodium Bisulfite	-	Miscellaneous Treatment Chemicals	18
Zinc Orthophosphate	[Zn]	Softening, Precipitation, Sequestering, pH adjustment, and Corrosion/Scale Control Chemicals	16.5

[Al] - The finished drinking water shall be monitored to verify that the level of aluminum does not exceed 2 mg/L.

[Cu] - The finished drinking water shall be monitored to verify that the level of copper does not exceed 1.3 mg/L.

[Zn] - The finished drinking water shall be monitored to verify that the level of zinc does not exceed 2 mg/L.

[*Al] - The finished drinking water shall be monitored to verify that the level of aluminum does not exceed 2 mg/L.

[*Cu] - This chemical contains copper and can increase the amount of copper in the finished drinking water. The finished drinking water shall be monitored to verify that levels of copper do not exceed 1.3 mg/L.

[*HPH] - Refer to AWWA B300, "Hypochlorites" for recommended storage and handling practices.

[*Mn] - The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

[*OL] - These products are designed to be used off-line and flushed out prior to using the system for drinking water, following the manufacturer's use instructions. The pH or other water chemistry of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

[*Zn] - The finished drinking water shall be monitored to verify that the level of zinc does not exceed 2 mg/L.

Last Updated on 2021-04-01

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CERTIFICATE OF ACCREDITATION

The ANSI National Accreditation Board

Hereby attests that

UL LLC

333 Pfingsten Road, Northbrook, IL 60062, United States

ACCREDITATION ID#0198

Fulfills the requirements of

**ISO/IEC 17065:2012 Conformity assessment - Requirements for
bodies certifying products, processes and services**

LIST OF CERTIFICATION SCHEME(S)

US Safety Scheme

Food Equipment Sanitation Scheme

Water Systems Scheme

Accredited Elevator/Escalator Certification Organization (AECO): Elevator systems, subsystems, components, and functions for issuance of Certificates of Conformance and Marks according to ASME A17.7/CSA B44.

EPA WaterSense – WaterSense® Product Certification System

This certificate is valid only when accompanied by a current scope of accreditation document. The current scope of accreditation can be verified at www.anab.org.

R. Douglas Leonard Jr., VP, PILR SBU

Expiry Date: 2023-12-01



**THATCHER COMPANY, INC.**

1905 Fortune Rd
Salt Lake City, UT 84104-3724
801-972-4587
801-972-4606

PRODUCT SPECIFICATION**T-CHLOR 12.5**

CAS NUMBER: 7681-52-9
CHEMICAL FORMULA: NaClO
MOLECULAR WEIGHT: 74.44

PRODUCT DESCRIPTION: Pale yellow-green solution with chlorine odor

SPECIFICATIONS:	Sodium Hypochlorite (% min):	12.5
	Excess Caustic (%):	0.25-0.67
	Sodium Carbonate (% max):	0.1
	Specific Gravity:	1.2

REGISTRATIONS/CERTIFICATIONS:

EPA Reg. No.: 9768-53



T-CHLOR 12.5
ANSI/NSF 60
<35Y2>
MUL: 84 mg/L

Notes:

1. Blended, diluted or transloaded product must be independently certified to meet ANSI/NSF60 Standard.

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

2/21/2020

SAFETY DATA SHEET

1. Identification

Product identifier T-Chlor 12.5

Other means of identification None.

Recommended use Not available.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Thatcher Company, Inc.
Address 1905 Fortune Road
Salt Lake City, UT 84104
United States
Telephone General Assistance 8-5 (801) 972-4587
E-mail Not available.
Emergency phone number Chemtrec (CCN 22106) (800) 424-9300

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Skin corrosion/irritation Category 1
Serious eye damage/eye irritation Category 1

Environmental hazards Hazardous to the aquatic environment, acute hazard Category 2

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage. Toxic to aquatic life.

Precautionary statement

Prevention Do not breathe mist or vapor. Wash thoroughly after handling. Avoid release to the environment. Wear protective gloves/protective clothing/eye protection/face protection.

Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.

Storage Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information 87.5% of the mixture consists of component(s) of unknown acute hazards to the aquatic environment.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Water-Soft		7732-18-5	77.69
Sodium Hypochlorite		7681-52-9	12.5

Chemical name	Common name and synonyms	CAS number	%
Sodium Chloride	Sodium chloride Salt	7647-14-5	9.81

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Powder. Foam. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Not applicable.
Special protective equipment and precautions for firefighters	Wear suitable protective equipment.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Use water spray to reduce vapors or divert vapor cloud drift. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Prevent product from entering drains. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid release to the environment. Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground. Inform appropriate managerial or supervisory personnel of all environmental releases.

7. Handling and storage

Precautions for safe handling	Provide adequate ventilation. Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Wear appropriate personal protective equipment. Avoid release to the environment. Observe good industrial hygiene practices.
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Conditions for safe storage, including any incompatibilities

Store locked up. Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. Workplace Environmental Exposure Level (WEEL) Guides

Material	Type	Value
T-Chlor 12.5	STEL	2 mg/m3
Components	Type	Value
Sodium Hypochlorite (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection

Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Wear appropriate chemical resistant clothing.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state

Liquid.

Form

Liquid.

Color

Yellow green

Odor

Chlorine.

Odor threshold

Not available.

pH

12

Melting point/freezing point

1473.8 °F (801 °C) estimated / -20.2 °F (-29 °C)

Initial boiling point and boiling range

2669 °F (1465 °C) estimated

Flash point

Not available.

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)

Not available.

Flammability limit - upper (%)

Not available.

Explosive limit - lower (%)

Not available.

Explosive limit - upper (%)

Not available.

Vapor pressure

0.00001 hPa estimated
< 0.0000001 kPa at 25 °C

Vapor density

Not available.

Relative density

Not available.

Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	9.97 lb/gal estimated
Explosive properties	Not explosive.
Molecular weight	74.44 g/mol
Oxidizing properties	Strong oxidizer.
Percent volatile	77.69 % estimated
Specific gravity	1.21 at 20 °C 2.17 estimated

10. Stability and reactivity

Reactivity	Reacts violently with strong acids.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Do not mix with other chemicals. Contact with incompatible materials.
Incompatible materials	Strong acids. Reducing agents. Ammonium salts. Metals. Organic materials
Hazardous decomposition products	Not available.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.

Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
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Information on toxicological effects

Acute toxicity

Product	Species	Test Results
T-Chlor 12.5		
<u>Acute</u>		
Oral		
LD50	Mouse	5800 mg/kg
	Rat	8.91 g/kg
Components	Species	Test Results
Sodium Chloride (CAS 7647-14-5)		
<u>Acute</u>		
Oral		
LD50	Mouse	4000 mg/kg
	Rat	3000 mg/kg

Components	Species	Test Results
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Oral		
LD50	Mouse	5800 mg/kg
	Rat	8.91 g/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity	Toxic to aquatic life.
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Components		Species	Test Results
Sodium Chloride (CAS 7647-14-5)			
Aquatic			
Crustacea	EC50	Water flea (Daphnia magna)	340.7 - 469.2 mg/l, 48 hours
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	4747 - 7824 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss)	0.03 - 0.07 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.

Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	Hypochlorite solutions (Sodium Hypochlorite RQ = 800 LBS)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not established.

DOT



15. Regulatory information

US federal regulations	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. All components are on the U.S. EPA TSCA Inventory List. None of the chemicals used in the product are listed as a Priority Pollutant in Appendix A to 40 CFR, Part 423—126 Priority Pollutants.	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.	
CERCLA Hazardous Substance List (40 CFR 302.4)	Sodium Hypochlorite (CAS 7681-52-9) Listed.	
SARA 304 Emergency release notification	Not regulated.	
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)	Not listed.	
Superfund Amendments and Reauthorization Act of 1986 (SARA)		
Hazard categories	Immediate Hazard - Yes Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No	
SARA 302 Extremely hazardous substance	Not listed.	

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)
Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Clean Water Act (CWA) Section 112(r) (40 CFR 68.130) Hazardous substance

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US - New Jersey RTK - Substances: Listed substance

Sodium Hypochlorite (CAS 7681-52-9)

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 07-21-2017
Revision date 09-17-2021
Version # 19

NFPA ratings

Health: 3
Flammability: 0
Instability: 0

NFPA ratings**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Revision Information

Product and Company Identification: Product and Company Identification



THATCHER COMPANY, INC.

1905 Fortune Rd
Salt Lake City, UT 84104-3724
801-972-4587
801-972-4606

PRODUCT SPECIFICATION

CAUSTIC SODA, MEMBRANE 30%

CAS NUMBER: 1310-73-2
CHEMICAL FORMULA: NaOH
MOLECULAR WEIGHT: 39.99

PRODUCT DESCRIPTION: Colorless to solution brown liquid.

SPECIFICATIONS:

Appearance:	Clear to slightly hazy, colorless to slightly brown liquid
Assay (%):	29.7-30.3
Density (g/ml):	1.319 min

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

5/18/2022

SAFETY DATA SHEET

1. Identification

Product identifier	Caustic Soda-Liq 30% Membrane		
Other means of identification	None.		
Recommended use	Not available.		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Thatcher Company, Inc.		
Address	1905 Fortune Road Salt Lake City, UT 84104 United States		
Telephone	General Assistance 8-5	(801) 972-4587	
E-mail	Not available.		
Emergency phone number	Chemtrec (CCN 22106)	(800) 424-9300	

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Acute toxicity, dermal	Category 4
	Skin corrosion/irritation	Category 1A
	Serious eye damage/eye irritation	Category 1
Environmental hazards	Not classified.	
OSHA defined hazards	Not classified.	

Label elements



Signal word	Danger
Hazard statement	May be corrosive to metals. Harmful in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage.
Precautionary statement	
Prevention	Keep only in original container. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection.
Response	If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Take off contaminated clothing and wash before reuse. Absorb spillage to prevent material damage.
Storage	Store locked up. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	None.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Caustic Soda-Liq 30% Membrane		1310-73-2	100

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Not applicable.
Special protective equipment and precautions for firefighters	Wear suitable protective equipment.
Fire fighting equipment/instructions	Use water spray to cool unopened containers.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb spillage to prevent material damage. Absorb in vermiculite, dry sand or earth and place into containers. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Provide adequate ventilation. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. When using, do not eat, drink or smoke. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Wash contaminated clothing before reuse. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in a cool, dry place out of direct sunlight. Store in corrosive resistant container with a resistant inner liner. Keep only in the original container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Material	Type	Value
Caustic Soda-Liq 30% Membrane (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Material	Type	Value
Caustic Soda-Liq 30% Membrane (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Caustic Soda-Liq 30% Membrane (CAS 1310-73-2)	Ceiling	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection	Wear safety glasses with side shields (or goggles) and a face shield. Face shield is recommended.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.
Other	Wear appropriate chemical resistant clothing. Use of an impervious apron or protective suit is recommended.
Respiratory protection	In case of insufficient ventilation, wear suitable respiratory equipment.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state	Solid.
Form	Solid.
Color	Not available.

Odor Not available.

Odor threshold Not available.

pH 12 0.05% wt/wt solution

Melting point/freezing point 613.4 °F (323 °C)

Initial boiling point and boiling range 2530.4 °F (1388 °C)

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not available.
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Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	< 0.0000001 kPa at 25 °C
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	1110 g/l
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	2.13 g/cm3 estimated at 25 °C
Dynamic viscosity	4 mPa.s
Explosive properties	Not explosive.
Kinematic viscosity	1.878 mm²/s estimated
Molecular formula	H-Na-O
Molecular weight	40 g/mol
Oxidizing properties	Not oxidizing.
Specific gravity	2.13 at 25 °C

10. Stability and reactivity

Reactivity	Reacts violently with strong acids. This product may react with oxidizing agents. May be corrosive to metals.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Do not mix with other chemicals. Contact with incompatible materials.
Incompatible materials	Strong acids. Acids. Strong oxidizing agents. Oxidizing agents. Metals.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns. Harmful in contact with skin.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns.

Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.
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Information on toxicological effects

Acute toxicity	Harmful in contact with skin.
Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.

Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)	
Not listed.	
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
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Product	Species		Test Results
Caustic Soda-Liq 30% Membrane (CAS 1310-73-2)			
Aquatic			
Crustacea	EC50	Water flea (Ceriodaphnia dubia)	34.59 - 47.13 mg/l, 48 hours
Fish	LC50	Western mosquitofish (Gambusia affinis)	125 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	D002: Waste Corrosive material [pH ≤2 or ≥12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN1823
UN proper shipping name	Sodium hydroxide, solid
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB8, IP2, IP4, T3, TP33
Packaging exceptions	154
Packaging non bulk	212
Packaging bulk	240

DOT BULK**BULK**

UN number	UN1823
UN proper shipping name	Sodium hydroxide, solid
Transport hazard class(es)	
Class	8
Label(s)	8
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB8, IP2, IP4, T3, TP33
Packaging exceptions	154
Packaging non bulk	212
Packaging bulk	240

IATA

UN number	UN1823
UN proper shipping name	Sodium hydroxide, solid
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	No.
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1823
UN proper shipping name	SODIUM HYDROXIDE, SOLID
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

DOT; DOT Bulk packaging type



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Caustic Soda-Liq 30% Membrane (CAS 1310-73-2) Listed.

SARA 304 Emergency release notification

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical

Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Clean Water Act (CWA) Section 112(r) (40 CFR 68.130)

Hazardous substance

Safe Drinking Water Act (SDWA)

Not regulated.

Food and Drug Administration (FDA)

Total food additive
Direct food additive
GRAS food additive

US state regulations

US - New Jersey RTK - Substances: Listed substance

Caustic Soda-Liq 30% Membrane (CAS 1310-73-2)

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

Caustic Soda-Liq 30% Membrane (CAS 1310-73-2)

US. Massachusetts RTK - Substance List

Caustic Soda-Liq 30% Membrane (CAS 1310-73-2)

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Caustic Soda-Liq 30% Membrane (CAS 1310-73-2)

US. Pennsylvania Worker and Community Right-to-Know Law

Caustic Soda-Liq 30% Membrane (CAS 1310-73-2)

US. Rhode Island RTK

Caustic Soda-Liq 30% Membrane (CAS 1310-73-2)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	07-01-2020
Version #	01
NFPA ratings	Health: 3 Flammability: 0 Instability: 0

NFPA ratings**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6967 South River Gate Drive, #200 Salt Lake City UT 84047	CONTACT NAME: Carolyn Maldonado PHONE (A/C, No, Ext): 801-290-3181 FAX (A/C, No): E-MAIL ADDRESS: Carolyn_Maldonado@aig.com
INSURED Thatcher Company, Inc. P O Box 27407 Salt Lake City,, UT 84127	INSURER(S) AFFORDING COVERAGE INSURER A : AIG Specialty Insurance Company INSURER B : National Union Fire Insurance Company of Pittsburg INSURER C : New Hampshire Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 1287033362**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			EG14246248-04	4/1/2022	4/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 POLLUTION LEGAL \$1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA4489610	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WC015893603	4/1/2022	4/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability GL/Pollution			EG14246248-04	4/1/2022	4/1/2023	Limit Deductible Aggregate \$1,000,000 \$50,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of insurance subject to the terms and conditions of the policy

Named Insured's:

Thatcher Company, Inc.

Thatcher Group, Inc.

Thatcher Transportation, Inc.

Thatcher Company of Arizona, Inc.

Thatcher Company of California, Inc.

Thatcher Company of Montana, Inc.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Thatcher Company, Inc. P O Box 27407 Salt Lake City,, UT 84127
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Thatcher Company of Nevada, Inc.
Thatcher Company of New York, Inc.
Thatcher Chemical of Florida, Inc.
Thatcher Pharmaceuticals, Inc.
Thatcher Company of North Dakota, Inc.

All carriers are rated A XV



MAILING ADDRESSES

Address Then E-mail Contracts and Agreements To:

Craig N. Thatcher, C.E.O.
Thatcher Company, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
craig.thatcher@tchem.com; wendy.richmond@tchem.com

Address Requests for Bids and Quotations to Craig N. Thatcher, C.E.O., Then E-mail To:

Wendy Richmond
Thatcher Company, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
wendy.richmond@tchem.com

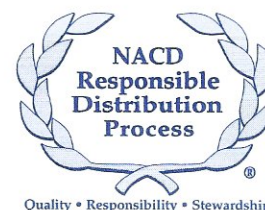
Payments: LB 1106
Thatcher Company, Inc.
P.O. Box 35146
Seattle, WA 98124-5146

Order Placement: Customer Service
Thatcher Company, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
csut@tchem.com

24/7 Customer and Transportation Service: (800) 375-7758

E-mail Certificate of Insurance Request To: wendy.richmond@tchem.com

Bid Tabulation: wendy.richmond@tchem.com
jeff.zidek@tchem.com
zach.brackus@tchem.com





APPENDIX A

FORCE MAJEURE

PERFORMANCE

- (a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.
- (b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.



APPENDIX B

PRODUCT WARRANTY

SELLER'S LIMITED WARRANTY: SUBJECT TO THE LIMITATIONS LISTED BELOW, Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES: THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS RECOMMENDATIONS, INSTRUCTIONS, GOODS, APPARATUS, PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:

- (a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS, AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY.
- (b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.
- (c) ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.

NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt of the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

BUYER'S WARRANTIES AND ASSUMPTION OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, HANDLING, AND DISPOSAL OF THE GOODS.

- (a) Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in handling, storage, transportation, treatment, use and disposal of the goods. Seller's recommendations, instructions, or information as to safety, health, handling, use, unloading or disposal of the goods are based upon information believed to be reliable, but Seller shall have no liability with respect thereto.
- (b) Buyer hereby acknowledges receipt of Seller's Material Safety Data Sheet (MSDS). Buyer assumes the following duties and obligations:
 - (1) Buyer shall promptly and carefully inspect the goods upon receipt. Buyer will adopt and maintain safe handling, storage, transportation, use treatment and disposal practices with respect to the goods, and further agrees to follow such special care and best manufacturing practices as Buyer's use of the goods require including, but not limited to, all such practices required by federal, state, and local government statutes, rules, regulations or ordinances;
 - (2) Buyer shall instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in Seller's most current MSDS; and
 - (3) Buyer shall comply with the OSHA Hazard Communication Standard, all applicable safety and environmental laws, and all other applicable government statutes, rules, regulations or ordinances, and shall take action necessary to avoid spills, emissions, leaks or other dangers to persons, property, or the environment.

Request for Bid - Bid Tab

BID #

RFB-22- Water Treatment Chemicals

Due Date

06/29/2022 1:00 p.m. MDT

			DPC Industries, Inc		Industrial Chemical Corporation		Thatcher Company, Inc.		Univar Solutions USA Inc.	
	Qty	UOM	Unit Price	Bid	Unit Price	Bid	Unit Price	Bid	Unit Price	Bid
Sodium Hypochlorite (Bleach) 12.5%	220,000	Gallons	\$ 2.60	\$ 572,000.00	NO BID	\$ -	\$ 2.29	\$ 503,800.00	NO BID	\$ -
Delivery time from time of order (non-holiday week/holiday week) and method**				5 to 7 business days				5 to 7 business days after receipt of order		
Possible Fuel Surcharge				NO				if > 22%		
Not to exceed percentage increase/ year				Price based on markets. Would not expect more than 25%.				N/A		
Price adjustment frequency and customer notification procedures.				Price firm through 9/30/22. Quarterly price changes based upon markets. 30 day email notice.				Pricing valid for 90 days with 30 days advance notice.		
Sodium Hydroxide (Caustic Soda) 30-34%	45,000	Gallons	NO BID	\$ -	\$ 4.50	\$ 202,500.00	\$ 2.66	\$ 119,700.00	\$ 1.99	\$ 89,613.00
Delivery time from time of order (non-holiday week/holiday week) and method**						10 DAYS		5 to 7 business days after receipt of order		3-5 days
Possible Fuel Surcharge						\$59.00 PER DELIVERY		if>22%		N/A
Not to exceed percentage increase/ year						20%		N/A		
Price adjustment frequency and customer notification procedures.						Monthly Price Notifications with 30 Days Notice		Pricing valid for 90 days with 30 days advance notice.		Price reviewed at time of renewal, based on current market conditions. 1 per year, letter sent 30 days notice.
			%	Unit Price	%	Unit Price	%	Unit Price	%	Unit Price
Sodium Hydroxide (Caustic Soda)		GAL	50%	\$ 4.41	50%	\$ 0.35			N/A	
Sodium Hydroxide (Caustic Soda)		GAL	25%	\$ 2.00		Per Pound			N/A	
Sodium Hydroxide (Caustic Soda)		GAL							N/A	



Vision: We dream big and deliver.

REQUEST FOR BID

BID #: RFB-22- Water Treatment Chemicals

Title: 2022 Water Treatment Chemicals - Bulk Sodium Hydroxide & Sodium Hypochlorite

RFB Issued: 06/15/2022

Due By: 06/29/2022 1:00 p.m. MDT

Delivery Date: TBD

Delivery address: Electronic Submissions must be submitted online at BidNetDirect.com by the above date and time.

Late responses will not be considered for award.

For additional information, contact: Dawn Krank, dkrank@arvada.org

Contact with the requesting department may result in vendor disqualification.

Arvada 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.

Documents included in this BID:

Cover Page	page 1
General Terms and Conditions	page 2
Special Terms and Conditions	page 5
Insurance Requirements	page 6
Submittal Forms	page 8
Submittal checklist and references	page 9
Pricing Sheet	page 10
Product Specifications	page 11
Performance Measures Form	page 12

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.
3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.
4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
 - 4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
 - 4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.
5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.
6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.
7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.
8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.
9. **ASSIGNMENT.** Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.
10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.
12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.
13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.
15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.
16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.
17. **WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.
18. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada will pay Contractor for requested work performed up until the time of termination, not to exceed the total amount of the contract price agreed upon by Arvada and Contractor.
19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.
20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.
21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.
23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.**
- 26.1. Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with any worker without authorization who will perform work under the Agreement. Contractor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under the Agreement, through participation in the E-Verify Program or the Colorado verification program established pursuant to §8-17.5-102(5)(c), C.R.S.
- 26.2. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.
- 26.3. Contractor shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (CDLE) ("Department Program") to undertake pre-employment screening of job applicants while the Agreement is being performed.
- 26.4. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with any workers without authorization, Contractor shall:
- 26.4.1. notify the subcontractor and Arvada within 3 days,
- 26.4.2. terminate the subcontract if a subcontractor does not stop employing or contracting with the worker without authorization within 3 days of receiving the notice, and
- 26.4.3. comply with reasonable requests made in the course of an investigation the CDLE takes pursuant to §8-17.5-102(5), C.R.S.
- 26.5. If Contractor participates in the Department Program, Contractor shall:
- 26.5.1. deliver to Arvada a written, notarized affirmation that Contractor has examined the legal work status of such employee, and
- 26.5.2. comply with all of the other requirements of the Department Program.
- 26.6. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., Arvada may terminate the Agreement for breach and Contractor shall be liable for damages.
27. **PUBLIC CONTRACTS WITH NATURAL PERSONS, §§24-76.5-101, et seq., C.R.S.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the effective date of the Agreement.

SPECIAL TERMS AND CONDITIONS

1. METHOD OF AWARD - IN THE BEST INTEREST OF THE CITY.

The City of Arvada is a best value agency. The intent of this solicitation is to award to the lowest responsive, responsible proposer(s) that meets or exceeds the specifications and requirements incorporated in these solicitation documents. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

Award of this contract will be based on either an item by item basis, a group basis, or an aggregate basis; whichever method is most beneficial to the City. The method of award shall be primarily determined on the basis of pricing and efficiency of delivery.

The City may award solicitations to a vendor(s) through the issuance of documents that include a Purchase Order, notice of award or a City contract. The General Terms and Conditions, the Special Conditions, any Technical Specifications, Insurance and Legal Requirements, the vendor's Offer, and the contractual documents are collectively an integral part of the contract between the City of Arvada and the successful vendor. Accordingly, these documents shall constitute a binding contract without further action by either party. Not with-standing the foregoing, the City reserves the right to require the execution of a formal written agreement, approved as to form by the Arvada City Attorney's Office.

2. OPTION TO RENEW FOR SUBSEQUENT YEARS

The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract, at which time the City shall have the option to renew the contract for 4 additional one year periods; provided that the vendor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period.

During the option period, the City will consider an adjustment to the pricing structure. For consideration, the vendor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

3. PRICING SHALL BE FIXED AND FIRM.

The prices offered by the vendor shall remain fixed and firm for at least 90 ninety days, or until a contract(s) is awarded. No changes in the Bid shall be allowed after the date and time of the Bid deadline due to error by the vendor. Although this Bid specifies a number of items to be purchased by the City, the City may, within ninety (90) days after the terms and conditions of this contract have been fulfilled through the delivery and acceptance of the items, purchase additional quantities of the same model or brand of item from the successful vendor.

4. ADJUSTMENT OF QUANTITIES BY CITY.

The City has the right to adjust/reduce the quantities ordered in conjunction with this Bid based on budgetary restrictions.

5. MODIFICATION OR WITHDRAWAL OF OFFERS BY VENDOR.

Modifications to Offers- Changes to the Offer after the submission deadline shall be allowed only when the vendor 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 vendor's name, address, Solicitation Number and title included.

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90)calendar days. If an Offer is withdrawn by the vendor during this ninety (90) day period, the City may, at its option, suspend the vendor and may not accept any Offer from the vendor for a six (6) month period following the withdrawal.

6. REJECTION OF OFFERS BY CITY.

A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:

- 1) The vendor misstates or conceals any material fact in its Proposal;
- 2) The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
- 3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
- 4) The Offer does not include documents which are required for submission with the Offer; or
- 5) The Offer has not been executed by the vendor through an authorized signature.

B. The City may, at its sole and absolute discretion:

- 1) Reject all or parts of Offers submitted by prospective vendors;
- 2) Re-advertise this Solicitation;
- 3) Postpone or cancel the Solicitation;
- 4) An Offer 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.

7. CONTENTS OF OFFER. Vendors are required to submit offers with the following conditions:

- 1) Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services 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

Offers. A copy of such addenda will be publicly posted with the original RFB 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.

8. 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. Vendors 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 vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation.

9. ELIGIBILITY OF VENDORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED.

Offers 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. Vendors 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 vendor 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.**

10. DELIVERY.

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

11. ELECTRONIC PAYMENT METHODS (2) - CITY OF ARVADA P-CARD AND SINGLE USE ACCOUNT.

Vendors are encouraged to consider the following methods of payment.

A. P-Card - The City utilizes (VISA) to transact smaller dollar payments for routinely purchased goods and services.

B. 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 vendor's merchant bank. Invoice payments have an enhanced speed-of-pay cycle that can significantly benefit cash flow.

12. COOPERATIVE PURCHASING.

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies, including the Multiple Assembly of Procurement Officials.

We hereby request that any member of MAPO be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFB, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is understood and agreed that the City of Arvada is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

13. PREPARATION AND SUBMISSION.

Offers 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) Vendors 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 vendor 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 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
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 each accident/disease and \$2,000,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

4. ☐ **Umbrella Liability** of \$, following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
6. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than One Million Dollars and No cents (\$1,000,000.00) per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
7. ☐ **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.
8. ☐ **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

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.
- 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 vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor 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.
- 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.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

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

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer 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: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____% ____ Days, Net: 30 Days, Accept Visa without additional fee? _____

VARIATIONS: The vendor shall identify all variations and exceptions to this RFB. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

SUBMITTAL CHECKLIST:

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

- ☐ Submit ON-LINE.
- ☐ Submit completed City Submittal Forms including this sheet and any other attachments requested.
- ☐ Submit Price sheet(s) for products & services. Use the City provided form if one is attached.
- ☐ Submit implementation timeline and warranties, if applicable.
- ☐ Submit Performance Measures per Special Conditions for Delivery Services.
- ☐ Attach Firm's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation on the Submittal Form.
- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:
#1 _____ #2 _____

REFERENCES:

- ☐ Check here if Firm'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: _____

PRICING & DELIVERY RESPONSE: Bidder to complete this section and return with completed Vendor Submittal Form.

Due to fluctuating costs for Water Treatment Chemicals within a year, based on the market values, include a not to exceed percentage increase amount per year, price adjustment frequency and customer notification procedures.

	Product Description (Specification/ Min. Requirement)	QTY *	UOM	Price Per Unit	Extended Price	Delivery time from time of order (non- holiday week/holiday week) and method**	Possible Fuel Surcharge	Not to exceed percentage increase/ year	Price adjustment frequency and customer notification procedures.
1.	Sodium Hypochlorite (Bleach) 12.5% <i>See Product Specifications below</i>	220,000	Gallons						
2.	Sodium Hydroxide (Caustic Soda) 30-34% (preferred) <i>See Product Specifications below</i>	45,000	Gallons						
Please list and price all available % strengths available.									
3.	Sodium Hydroxide (Caustic Soda) _____ %								
4.	Sodium Hydroxide (Caustic Soda) _____ %								
	Sodium Hydroxide (Caustic Soda) _____ %								
				Total:					

*Quantities are approximate annual usage, Vendor will be paid for quantities actually ordered

**By submittal of price data Vendor agrees to ensure product will be routinely delivered within 1 to 1.5 weeks of placing the order (regardless of holidays)

PRODUCT SPECIFICATIONS

Sodium Hypochlorite (Bleach) 12.5% - Must meet the requirements of AWWA Standard B300-10 and Certified to NSF standard 60 for Drinking Water. The preferred selected product should be produced using clean/filtered water (low to no mineral content).

Sodium Hydroxide (Caustic Soda) 30-34% (preferred)- Meeting requirements of AWWA Standard B501-13 and Certified to NSF standard 60 for Drinking Water. The preferred selected product should be produced using clean/filtered water (low to no mineral content).

AWARD

The City reserves the right to award to multiple vendors based on price and delivery commitment to ensure supply and delivery can meet the City's needs.

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.

2. The awarded vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

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.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____
2. _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. _____
2. _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. _____
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. _____
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: R23-028, A Resolution Accepting A Special Warranty Deed From Urban Drainage and Flood Control District d/b/a Mile High Flood District to the City of Arvada for Property Near 15590 West 72nd Avenue

Report in Brief

"PRESENTER: Melanie Walter, Floodplain Administrator."

The City is currently participating in a joint capital project with the Mile High Flood District ('MHFD') to increase the flood conveyance capacity of Ralston Creek at the Croke Canal crossing. Increasing Ralston Creek's flood capacity will prevent flood flows from entering the irrigation canal at this location, which will aid in protecting downstream properties from flooding. The land acquired per this deed will allow the City to laterally expand Ralston Creek in order to increase its flood capacity and divert water away from the irrigation canal.

The Arvada team recommends that the City Council approve R23-028, A Resolution Accepting A Special Warranty Deed From Urban Drainage and Flood Control District d/b/a Mile High Flood District to the City of Arvada for Property Near 15590 West 72nd Avenue.

Financial Impact

There is no financial impact to acquiring the Property. The cost of property acquisition was accounted for in the budget for the jointly-funded capital improvement project with the MHFD identified as Project No. 99072 (the "Project"). Within the Project, \$65,000 was allotted for property acquisition. As this funding has already been allocated, there is no additional funding being requested to acquire the Property. The Project is already funded by the Utilities Storm System Maintenance and Flood Hazard Mitigation Fund as a Capital Improvement Project.

Background

The MHFD requested that the City participate in a jointly funded capital improvement project to address flooding issues along Ralston Creek at the crossing of Ralston Creek and the Croke Canal. In 2013, flood flows from Ralston Creek entered the Croke Canal at this location, which caused flooding issues because irrigation canals, such as the Croke Canal, are not designed to convey water from flood events. The purpose of this project is to remedy these flooding issues by diverting flood flows away from irrigation canals. Preventing flood waters from entering the Croke Canal will help protect downstream properties from being flooded due to the Croke Canal overtopping or forming breaks in the canal embankment.

Not only were there flooding issues at the Ralston Creek at the Canal crossing during the 2013 flooding, but a capacity analysis also found that Ralston Creek could only convey water from minor storm events before overtopping and spilling into the Croke Canal. By acquiring the property near 15590 West 72nd Avenue ("the Property"), the City can laterally expand Ralston Creek, which will increase its flood carrying capacity in order to prevent the overtopping and spilling into the Croke Canal. The MHFD has already negotiated and acquired the Property. This Resolution provides for the transfer of ownership from MHFD to the City so the City can make the necessary expansion of Ralston Creek.

Discussion

The City is acquiring the Property in order to laterally expand Ralston Creek in this area. By constructing such expansion, Ralston Creek will be able to collect and direct flood flows upstream from the Croke Canal, which will help prevent flood flows from entering the Croke Canal and flooding downstream properties. While the Croke Canal can carry minor flows, it is not designed to carry flood flows. Thus it is necessary to prevent flood waters from entering the Croke Canal during flooding events by expanding Ralston Creek's upstream capacity.

In order to increase Ralston Creek's capacity, the City must acquire private property in order to laterally expand the Creek. Therefore the City, working with the MHFD, determined it was necessary to acquire the Property from a private property owner. The MHFD ultimately acquired the Property and now intends to transfer the Property to the City so the City can construct the lateral expansion. The lateral expansion will work in conjunction with the initial crossing structure that the West Woods Development constructed approximately 25 years ago.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action supports Infrastructure Strategic Result #3 within the Infrastructure Priority Area of the City Council Strategic Plan. Infrastructure Strategic Result #3 focuses on updates to the water, sewer, stormwater infrastructure in addition to the overall infrastructure master plan. This action also supports the principle that the City should provide the community with a safe and reliable drainage system. Being proactive in installing flood protection measures within our major drainageways is an expectation and responsibility to our stormwater fee payers.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-028, A Resolution Accepting A Special Warranty Deed From Urban Drainage and Flood Control District d/b/a Mile High Flood District to the City of Arvada for Property Near 15590 West 72nd Avenue.

Suggested Motion:

I move that R23-028, A Resolution Accepting A Special Warranty Deed From Urban Drainage and Flood Control District d/b/a Mile High Flood District to the City of Arvada for Property Near 15590 West 72nd Avenue, be (approved) (rejected).

Prepared by:
Tammy Hedlund, Legal Specialist

Reviewed by:

Approved by:

Bryan Archer, Director of Finance

2/27/2023

SUBJECT: R23-028, A Resolution Accepting A Special Warranty Deed From Urban Drainage and Flood Control District d/b/a Mile High Flood District to the City of Arvada for Property Near 15590 West 72nd Avenue

PAGE: 3
ITEM: 8.A.4.

Jacqueline Rhoades, Public Works Director	3/1/2023
Melanie Walter, Engineering Manager	3/1/2023
Tammy Hedlund, Legal Specialist	3/2/2023
Laura Hemler, Assistant City Attorney	3/2/2023
Rachel Morris, City Attorney	3/8/2023
Don Wick, Deputy City Manager	3/8/2023
Lorie Gillis, City Manager	3/9/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-028

A RESOLUTION ACCEPTING A SPECIAL WARRANTY DEED FROM URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT TO THE CITY OF ARVADA FOR PROPERTY NEAR 15590 WEST 72ND AVENUE

WHEREAS, the Urban Drainage and Flood Control District d/b/a the Mile High Flood District (“MHFD”) is the owner of property located near 15590 West 72nd Avenue (“the Property”); and

WHEREAS, Arvada is currently participating in a joint capital project with MHFD to increase the flood conveyance capacity of Ralston Creek at the Croke Canal crossing;

WHEREAS, the purpose of acquiring the Property is to provide an area in which Ralston Creek may be laterally expanded in order to prevent flood flows from entering the Croke Canal, which will assist in protecting downstream properties from flooding; and

WHEREAS, MHFD wishes to convey, and the City of Arvada wishes to acquire, the Property for this purpose.

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

Section 1. The City of Arvada hereby accepts a special warranty deed, a copy of which is attached hereto, which conveys property near 15590 West 72nd Avenue from the MHFD to the City of Arvada.

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

APPROVED AND ADOPTED this 20th day of March, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of March, 2023, between the URBAN DRAINAGE AND FLOOD CONTROL DISTRICT d/b/a MILE HIGH FLOOD DISTRICT, a body corporate and a politic subdivision of the State of Colorado and a municipal corporation, of the City and County of Denver, State of Colorado, Grantor and The City of Arvada, a Colorado municipal corporation, State of Colorado whose legal address is 8101 Ralston Rd., Arvada, CO 80002, Grantee;

WITNESSETH, That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee, and Grantee's successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Jefferson, State of Colorado, described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference

also known by street and number as: vacant land

GRANTEE BY ACCEPTING AND RECORDING THIS SPECIAL WARRANTY DEED AGREES THAT THE EXHIBIT "A" PROPERTY SHALL NOT BE USED FOR ANY PURPOSE THAT WILL DIMINISH OR PRECLUDE ITS USE FOR DRAINAGE AND FLOOD CONTROL MITIGATION PURPOSES NOR SHALL IT DISPOSE OF OR CHANGE ITS USE WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTOR.

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, and Grantee's successors, and assigns forever. Grantor, for Grantor and Grantor's , successors and assigns, does covenant and agree that the Grantor shall and will WARRANT TITLE AND DEFEND the above described , *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantee and its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

SELLER:

Laura A. Kroeger, as Executive Director of
Urban Drainage and Flood Control District
d/b/a Mile High Flood District

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of March, 2023, by Laura A. Kroeger, as Executive Director of Urban Drainage and Flood Control District d/b/a Mile High Flood District.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT "A"

Legal Description

A parcel of land located in the Northeast Quarter of Section 1, Township 3 South, Range 70 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, also being a portion of lands, filed in the Jefferson county Clerk and Recorder's Office at Reception No. 852425, said parcel of land being more particularly described as follows:

Basis of bearing of this description is along the Northeasterly side of Tract "M", Forest Springs, filed in said County Clerk and Recorder's Office at Reception No. 94124718 and assumed to Bear N85°16'44"W a distance of 90.53 feet from the Northeasterly corner of said Tract "M" to the an angle corner of said Tract "M";

Beginning at said Northeasterly corner;

Thence N85°16'44"W along said Northeasterly side a distance of 90.53 feet to said angle corner; thence S72°25'04"W along the Northwesterly side of said Tract "M" a distance of 52.32 feet to the Northwesterly corner of said Tract "M" and being on the North-South centerline of said Section 1; thence N00°22'11"W along said North-South centerline a distance of 174.09 feet; thence S79°15'36"E a distance of 150.94 feet to the Southeasterly side of said lands; thence along said Southeasterly side and along a non-tangent curve to the left an arc length of 134.48 feet, having a radius of 481.84 feet, through a central angle of 15°59'28" and a chord which bears S14°19'09"E a distance of 134.05 feet to the Northeasterly corner of lands described at Reception No. 83065600 and filed in said County Clerk and Recorder's Office; thence S79°08'19"W along the Northerly line of said lands at Reception No. 83065600 a distance of 40.96 feet to the Point of Beginning.

County of Jefferson, State of Colorado Legal Description prepared by:

Christopher P. Juliana, P.L.S. 31158
For and on behalf of Precision Survey & Mapping, Inc.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: R23-029, A Resolution Authorizing a Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street

Report in Brief

The United States Postal Service, hereinafter the Postal Service, has requested to extend their lease agreement for the post office facility and their lease agreement for the parking lot for an additional period of three months. The current lease agreements were set to terminate on September 30, 2022. On September 19, 2022, the City Council approved a six-month extension of the lease agreements for a fixed term basis beginning October 1, 2022 and ending March 31, 2023. The six-month extension that was approved on September 19, 2022 was requested by the Postal Service in order to complete internal processes which it requires prior to commencing negotiation with the City for a new lease. The Postal Service has completed some of these internal requirements, to include obtaining appraisals of the premises, but requires additional time to commence and complete negotiations with the City. The Postal Service has notified Legal that it will use JLL Brokerage to negotiate the leases.

The Postal Service is requesting an additional three-month extension of the current terms and conditions of the leases for a fixed term basis beginning April 1, 2023 and ending June 30, 2023 at the current rental rate of \$48,386.00 per year for the post office facility and \$10.00 per year for the Parking Lot. Upon completion of a new lease for the premises, the Postal Service agrees that the rental rate in effect at the commencement of the new lease will be retroactive to October 1, 2022.

The Arvada team recommends that City Council approve R23-029, A Resolution Authorizing a Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For the Lease of the Building at 5885 Allison Street and for the Lease of the Parking Lot at 5886 Ammons Street.

Financial Impact

The financial impact will be determined after the negotiation of a possible new lease is finalized.

Background

On May 18, 2015, the City Council approved R15-074, A Resolution Authorizing the Acquisition of Real Property located at 5885 Allison Street, Arvada, Colorado in the Amount of \$1,116,000.00.

The City Council Strategic Plan adopted on June 17, 2013 included a strategic result associated with the future need to expand Police and Municipal Court facilities to meet the City's growth. The 2013 Strategic Result was as follows:

By December 31, 2014, a conceptual plan and location for a new Justice Center will be completed in order to accommodate emerging safety requirements of the public.

When the City received notification of the post office sale, we tasked our master plan design consultant to review the use of the post office as a Justice Center that would meet the needs of the Police Department and the Municipal Court. The consultant determined the facility could be a viable option and provided concept plans in the final master plan documents.

While acknowledging the viability of the site to be developed as a Justice Center, other higher capital project priorities were identified, including the need to increase funding for street maintenance, construction of the Olde Town Hub and several other projects that were recommended by the Citizens Capital Improvements Project Committee when they completed their work in 2015. The impact of the Police community stations coming on line slightly reduced the need for additional space and the Municipal Court reevaluated priorities with the appointment of Judge Kurtz. Therefore, there are neither the funds nor the urgency to develop the Justice Center at this time.

Discussion

Internally, the Postal Service processes have been slow and have taken a substantial amount of time. This extension of time will allow them to follow federal procedures on appraisals and develop the new lease agreement. In turn, this will allow the City to determine the best path forward now that we know their intent to continue leasing the premises.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area of the City Council Strategic Plan. Specifically, the recommended action supports Strategic Result 6 (SR6):

By 12/25, complete a comprehensive plan for City facilities and properties that would be utilized for City business operations post COVID-19, including the City Hall campus, Indiana Shops, and other appropriate satellite facilities to ensure optimal usage of space.

Alternative Courses of Action

No alternate courses of action are recommended at this time.

Recommendation for Action

The Arvada team recommends that the City Council approve R23-029, A Resolution Authorizing a Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For the Lease of the Building at 5885 Allison Street and for the Lease of the Parking Lot at 5886 Ammons Street.

Suggested Motion:

I move that R23-029, A Resolution Authorizing a Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service for Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street, be (approved) (rejected).

Prepared by:
Kim Vagher, Manager of City Facilities

Reviewed by:

SUBJECT: R23-029, A Resolution Authorizing a Three Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For Lease of the Building at 5885 Allison Street and for Lease of the Parking Lot at 5886 Ammons Street

PAGE: 3
ITEM: 8.A.5.

Approved by:

Kim Vagher, Manager of City Facilities	3/2/2023
Bryan Archer, Director of Finance	3/2/2023
Tammy Hedlund, Legal Specialist	3/2/2023
Jessica Morales, Assistant City Attorney	3/3/2023
Linda Haley, Deputy City Manager	3/3/2023
Rachel Morris, City Attorney	3/8/2023
Don Wick, Deputy City Manager	3/8/2023
Lorie Gillis, City Manager	3/9/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-029

A RESOLUTION AUTHORIZING A THREE MONTH EXTENSION OF TWO LEASES BY AND BETWEEN THE CITY OF ARVADA AND THE UNITED STATES POSTAL SERVICE FOR LEASE OF THE BUILDING AT 5885 ALLISON STREET AND FOR LEASE OF THE PARKING LOT AT 5886 AMMONS STREET

WHEREAS, the City of Arvada currently leases the property located at 5885 Allison Street to the United States Postal Service (“USPS”) for its use of the property as a Postal Office at an annual rental of \$48,386.00; and

WHEREAS, the City of Arvada currently leases the property located at 5886 Ammons Street to the USPS for its use of the property as a parking lot for USPS employees, at an annual rental of \$10.00; and

WHEREAS, the lease agreements were set to terminate on September 30, 2022: and

WHEREAS, on September 19, 2022, the City Council approved a six month extension of the lease agreements for a fixed term basis beginning October 1, 2022 and ending March 31, 2023; and

WHEREAS, given the amount of time needed for the USPS to complete its internal lease agreement requirements, additional time is needed to commence and complete negotiations with the City of Arvada for new lease agreements; and

WHEREAS, the USPS is requesting an additional three month extension of the existing leases for a fixed term basis beginning April 1, 2023 and ending June 30, 2023; and

WHEREAS, the USPS agrees that upon completion of negotiations of new leases for both the properties, the rental rate in effect at the commencement of the new leases will be retroactive to October 1, 2022, and if that rental rate is in excess of the current rent, the USPS will make one lump sum payment to the City of Arvada for the difference between the rental rate in the new leases and the current rent.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 20th day of March, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____



Lease Extension

Facility Name/Location

MAIN OFFICE (070414-001)

5885 ALLISON ST, ARVADA, CO 80004-9998

Lease Extension No: 002

Lease: E00000000774

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 01/02/1969, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 04/01/2023 and ending 06/30/2023 at an annual rental of \$48,386.00.

See attached Addendum

In all other respects, the Lease shall remain the same and is hereby confirmed.

Facility Name/Location

MAIN OFFICE (070414-001)

5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson

Lease: E00000000774

1. Upon completion of negotiation of a new Lease for the premises, the Postal Service agrees that the rental rate in effect at the commencement of the new Lease will be retroactive to 10/01/2022. If that rental rate is in excess of the current rent, the Postal Service will make one lump sum payment for the difference of between the rental rate in the new Lease and the current rent. The lump sum payment will be made within thirty (30) days of execution of the new Lease. If the new Lease term begins before the expiration date of this lease extension, 6.30.2023, the new Lease will supersede and terminate this current lease as of the effective date of the new Lease.

2. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.



Lease Extension

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF ARVADA

Name & Title Marc Williams, Mayor Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

APPROVED AS TO FORM:

Landlord's Address: CITY OF ARVADA

Rachel A. Morris, City Attorney

8101 RALSTON RD

By: _____

ARVADA, CO

Zip+4 80002-2400

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX0633

ATTEST:

Witness _____ Witness _____

City Clerk _____

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan
Contracting Officer

Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer

Facility Name: ARVADA-MAIN OFFICE
Fin/Sub No: 070414-001
Address: 5885 ALLISON ST
City, ST, ZIP: ARVADA, CO 80004-9998

Real Estate Conflict of Interest Certification

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, MARC WILLIAMS hereby certify to the Postal Service as follows:
[PRINT: name of potential Landlord/Supplier/Contractor]

- A. (Check all that apply) I am:
- (i) ☐ A Postal Service employee;
 - (ii) ☐ The spouse of a Postal Service employee;
 - (iii) ☐ A family member of a Postal Service employee; (*Relationship*) _____
 - (iv) ☐ An individual residing in the same household as a Postal Service employee;
 - (v) ☐ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing space or intending to lease space to the Postal Service; OR
 - (vi) ☒ None of the above.
- B. (Complete as applicable):
- i. I have the following job with the Postal Service(*Title*)_____ (*Location*)_____
 - ii. My Spouse who works for the Postal Service holds the following job:
(*Title*)_____ (*Location*)_____
 - iii. My family member who works for the Postal Service holds the following job:
(*Title*)_____ (*Location*)_____
 - iv. My household member who works for the Postal Service holds the following job: ____
(*Title*)_____ (*Location*)_____
- C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.
- D. The person signing this certification has full power of authority to bind the potential Landlord/ Supplier/Contractor named above.

Executed this ____ day of _____, 20__ by

BY: _____
[Insert Signature]

BY: MARC WILLIAMS
[PRINT: name of entity or person]

Title: MAYOR
[Insert title]

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

ATTEST:

City Clerk



Lease Extension

Facility Name/Location

MAIN OFFICE PARKING (070414-002)

5886 AMMONS ST, ARVADA, CO 80004-9998

Lease Extension No: 002

Lease: E00000000775

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 06/03/1975, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 04/01/2023 and ending 06/30/2023 at an annual rental of \$10.00.

See attached Addendum

In all other respects, the Lease shall remain the same and is hereby confirmed.

Facility Name/Location

MAIN OFFICE PARKING (070414-002)
5886 AMMONS ST, ARVADA, CO 80004-9998

County: Jefferson

Lease: E00000000775

1. Upon completion of negotiation of a new Lease for the premises, the Postal Service agrees that the rental rate in effect at the commencement of the new Lease will be retroactive to 10/01/2022. If that rental rate is in excess of the current rent, the Postal Service will make one lump sum payment for the difference of between the rental rate in the new Lease and the current rent. The lump sum payment will be made within thirty (30) days of execution of the new Lease. If the new Lease term begins before the expiration date of this lease extension, 6.30.2023, the new Lease will supersede and terminate this current lease as of the effective date of the new Lease.
2. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.



Lease Extension

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF ARVADA

Name & Title Marc Williams, Mayor Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

APPROVED AS TO FORM:

Landlord's Address: CITY OF ARVADA

Rachel A. Morris, City Attorney

8101 RALSTON RD

By: _____

ARVADA, CO

Zip+4 80002-2400

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX0633

ATTEST:

Witness

Witness

City Clerk

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan
Contracting Officer

Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer

Facility Name: ARVADA-MAIN OFFICE PARKING
Fin/Sub No: 070414-002
Address: 5886 AMMONS ST
City, ST, ZIP: ARVADA, CO 80004-9998

Real Estate Conflict of Interest Certification

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, MARC WILLIAMS hereby certify to the Postal Service as follows:
[PRINT: name of potential Landlord/Supplier/Contractor]

- A. (Check all that apply) I am:
- (i) ☐ A Postal Service employee;
 - (ii) ☐ The spouse of a Postal Service employee;
 - (iii) ☐ A family member of a Postal Service employee; (*Relationship*) _____
 - (iv) ☐ An individual residing in the same household as a Postal Service employee;
 - (v) ☐ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing space or intending to lease space to the Postal Service; OR
 - (vi) ☒ None of the above.
- B. (Complete as applicable):
- i. I have the following job with the Postal Service(*Title*)_____ (*Location*)_____
 - ii. My Spouse who works for the Postal Service holds the following job:
(*Title*)_____ (*Location*)_____
 - iii. My family member who works for the Postal Service holds the following job:
(*Title*)_____ (*Location*)_____
 - iv. My household member who works for the Postal Service holds the following job: ____
(*Title*)_____ (*Location*)_____
- C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.
- D. The person signing this certification has full power of authority to bind the potential Landlord/ Supplier/Contractor named above.

Executed this ____ day of _____, 20__ by

BY: _____
[Insert Signature]

BY: MARC WILLIAMS
[PRINT: name of entity or person]

Title: MAYOR
[Insert title]

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

ATTEST:

City Clerk



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: R23-030, A Resolution Authorizing an Amendment to an Intergovernmental Agreement by and Between the City of Arvada and the City and County of Denver, acting by and through its Board of Water Commissioners, to Accommodate Additional Temporary work by the Board at the Northwater Treatment Plant (Presenter: Sharon Israel)

Report in Brief

The City of Arvada and Denver Water have an existing Intergovernmental Agreement (IGA) for temporary water service for Denver Water's Northwater Treatment Plant construction site. As the Gross Reservoir Expansion project proceeds, Denver Water will be using the Northwater site for staging and construction management. With this IGA amendment, the City will extend the timeline for temporary service to cover the new use of the site for Gross Reservoir Expansion project needs.

The Arvada team recommends that the City Council approve R23-030, A Resolution Authorizing an Amendment to an Intergovernmental Agreement by and Between the City of Arvada and the City and County of Denver, acting by and through its Board of Water Commissioners, to Accommodate Additional Temporary work by the Board at the Northwater Treatment Plant.

Financial Impact

There is no impact to the City budget from this resolution. The cost of temporary water service to Denver Water will be recovered through metering and billing water delivered.

Background

In October 2018, the City of Arvada and Denver Water entered into an Intergovernmental Agreement (IGA) for temporary water service for Denver Water's Northwater Treatment Plant construction site. The IGA defines the temporary nature of the service, metering and billing logistics, and the responsibilities of each party for related infrastructure.

As the Gross Reservoir Expansion project proceeds, Denver Water will be using the Northwater site for staging and construction management. They approached the City team with a request to extend the timeframe for temporary service through the completion of the Gross Reservoir project, currently anticipated to be July 16, 2027. With this IGA amendment, the City will extend the timeline for temporary service to cover the new use of the site for Gross Reservoir Expansion project needs.

Discussion

The City and Denver Water have a long-standing partnership, including the Gross Reservoir Expansion project and raw water operations. There has been very little impact to the City's operations under the current IGA for temporary water service to Denver Water's Northwater site. We do not expect that to change with the proposed amendment to extend the timeline for temporary service. Further, since Arvada is a financial partner in the Gross Reservoir Expansion, it's in the City's best interest to support efficient construction siting and operations activities.

The original IGA and this amendment also set forth fair compensation to the City for water provided under this temporary service.

SUBJECT: R23-030, A Resolution Authorizing an Amendment to an Intergovernmental Agreement by and Between the City of Arvada and the City and County of Denver, acting by and through its Board of Water Commissioners, to Accommodate Additional Temporary work by the Board at the Northwater Treatment Plant (Presenter: Sharon Israel)

PAGE: 2
ITEM: 8.B.1.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the following principle stated as part of the Infrastructure Work System in the City Council Strategic Plan:

Provide the community with a safe, reliable, high quality water supply, drainage system and wastewater disposal services.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R23-030, A Resolution Authorizing an Amendment to an Intergovernmental Agreement by and Between the City of Arvada and the City and County of Denver, acting by and through its Board of Water Commissioners, to Accommodate Additional Temporary work by the Board at the Northwater Treatment Plant.

Suggested Motion:

I move that R23-030, A Resolution Authorizing an Amendment to an Intergovernmental Agreement by and Between the City of Arvada and the City and County of Denver, acting by and through its Board of Water Commissioners, to Accommodate Additional Temporary work by the Board at the Northwater Treatment Plant, be (approved) (rejected).

Prepared by:
Sharon Israel, Director of Utilities

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	3/1/2023
Bryan Archer, Director of Finance	3/2/2023
Jessica Morales, Assistant City Attorney	3/2/2023
Tammy Hedlund, Legal Specialist	3/3/2023
Rachel Morris, City Attorney	3/8/2023
Don Wick, Deputy City Manager	3/8/2023
Lorie Gillis, City Manager	3/9/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-030

A RESOLUTION AUTHORIZING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, TO ACCOMMODATE ADDITIONAL TEMPORARY WORK BY THE BOARD AT THE NORTHWATER TREATMENT PLANT

WHEREAS, the City of Arvada and the City and County of Denver, acting by and through its Board of Water Commissioners (the “Board”) may enter into intergovernmental agreements pursuant to C.R.S. §§ 29-1-201 et. seq.; and

WHEREAS, the City of Arvada and the Board entered into an Intergovernmental Agreement dated October 24, 2018 (Denver Water Contract No. 503675) (the “Agreement”); and

WHEREAS, the City of Arvada and the Board now wish to amend the Agreement to accommodate additional temporary work by the Board at the Northwater Treatment Plant site for its Gross Reservoir Expansion project.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 20th day of March, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

AMENDMENT

THIS AMENDMENT to the Intergovernmental Agreement dated _____, 2023 ("Amendment") is made and entered into between the City of Arvada ("City") and the City and County of Denver, acting by and through its Board of Water Commissioners ("Board"), a municipal corporation of the State of Colorado, together "the Parties."

WHEREAS the Parties entered into that Intergovernmental Agreement dated October 24, 2018 (DW #503675) (the "Agreement") and now wish to amend it to accommodate additional temporary work by the Board at the NTP site for its Gross Reservoir Expansion project;

Now, therefore, in consideration of the mutual covenants and conditions contained herein and, in the Agreement, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree to the following changes and additions. Anything not specifically amended shall remain unchanged.

1. Agreement Paragraph 2 "Work". Add a new subparagraph "n":

Contemporaneous with and after the startup and commissioning of the NTP, the sanitary sewer and potable water service described herein shall continue to the temporary office trailers located at the NTP site for a different Board project, its Gross Reservoir Expansion Project under the same terms and conditions.

2. Agreement Paragraph 17 "Effective Date and Termination". Replace the second sentence of the paragraph with the following:

This Agreement shall expire, unless earlier terminated or otherwise stated herein, upon completion of work associated with the Board's Gross Reservoir Expansion project (currently anticipated to be July 16, 2027).

Done on the date written above.

**CITY:
CITY OF ARVADA**

By: _____
Marc Williams
Mayor, City of Arvada

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Rachel A. Morris
City Attorney, City of Arvada

**BOARD:
CITY AND COUNTY OF DENVER,
ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS**

By: _____
Jim Lochhead, CEO/ Manager

APPROVED:

By: _____
Chief Engineering Officer

APPROVED AS TO FORM:

By: _____
Office of General Counsel

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER
AUDITOR

By: _____
Timothy M. O'Brien, CPA, Auditor

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into between the City and County of Denver, acting by and through its Board of Water Commissioners ("Board"), a municipal corporation of the State of Colorado, and the City of Arvada (the "City").

RECITALS

The Board is supplementing its Moffat Water Treatment Plant with a newly constructed Northwater Treatment Plant (NTP) on its Ralston Reservoir property in unincorporated Jefferson County. The Board has determined that it shall undertake the construction and completion of the NTP Improvements (Improvements); and is willing to provide security in the form of this Agreement to guarantee performance of the Improvements; and construction of the Improvements is scheduled to begin on or about August, 2018. The Board would like to obtain potable water and sanitary sewer services from the City for the Improvements, and to coordinate with the City participation in a new raw water feed to the City's Ralston Water Treatment Plant (Ralston WTP).

In accordance with the Colorado Constitution, the City and the Board are authorized to enter into agreements of this nature.

This Agreement is not intended and shall not be construed as modifying or amending any other Agreements between the City and the Board existing at the time of approval of this Agreement. NOW, THEREFORE, the Board and the City agree as follows:

1. Coordination and Liaison

The Chief Engineering Officer is the Board's authorized representative for purposes of performing the Board's obligations under this Agreement. The Board may change its authorized representatives at any time by providing written notice to the City of such change.

The City's Director of Utilities is the City's authorized representative for purposes of directing and administering the City's activities under this Agreement. The City may change its authorized representative at any time by providing written notice to the Board of such change.

2. The Work

The Board shall construct and install or cause to be constructed and installed, through its contractor or otherwise, and at the Board's, its contractor's, and/or contractor's surety's sole expense except as described in Section 4, all the Improvements associated with the NTP. The Parties agree that as part of the Improvements, the Board shall cause to be constructed and installed a 48-inch and 42-inch water pipeline capable of providing a flow rate of 48 million gallons of water per day located as illustrated on Figure 3. The Board also agrees that approximately 1,560 LF of a total of 2,600 LF of 48-inch steel welded pipe will be installed for the City's benefit (hereafter, the City Improvements), as further described in Section 4. The Board agrees that all of those certain Improvements to be completed shall be constructed in compliance with the following:

- a) All applicable laws; and
- b) All approved permit documents; and

Intergovernmental AgreementCity and County of Denver Board of Water Commissioners and City of Arvada

- c) Sanitary sewer service to the NTP site will follow the Metro Wastewater Reclamation District (District) regulations for discharges into the system. The Metro Wastewater Reclamation District Sewer Tap Fee will be determined in accordance with the Metro District's *Rules and Regulations*. The City will use the District's determination as the basis for the City Sewer Tap Fee. Any such sewer tap fee will be paid by the Board. In order to provide accurate billing and tap fees for sanitary service with the District, the Board anticipates (subject to District approval) that the NTP will employ a Parshall flume within a manhole, downstream of all NTP sewer connections and upstream of its connection to the City's sewer system. For the physical connection, the City provided a map of its sewer network near the Ralston WTP; manholes from that map are shown on Figure 1. The Board will be responsible to construct and maintain the line from its NTP site to the point of connection in the City's collection system, as shown on Figure 1. Subject to the terms of this Agreement, the City hereby authorizes connection to the City's sanitary sewer collection system.
- d) During construction and startup/commissioning of the NTP, the Board will need potable water according to the approximations in Table 1. In order to meet this need, the Parties agree as follows: the Board will deliver the appropriate amount of untreated water as determined by the Board to the City, which will process the water at its Ralston WTP. After treatment by the City, the water will be delivered for use at the NTP site via a connection from the City's distribution system as shown on Figure 2. The Parties agree the water provided pursuant to this Agreement is not part of any other contract for water purchase or water service between the City and the Board.
- e) After the startup/commissioning of the NTP, the Board will provide itself potable water from the NTP clearwells, without reliance upon the City. Thereafter, the City shall have no further obligation to treat and deliver water to the NTP except as follows. The Parties will maintain a potable water system connection between the NTP and the City's distribution system capable of delivering up to 2 MGD for emergency or other unusual short term uses. In the event potable water supply is needed through this connection, non-potable water will be supplied by the Board, treated at the City's Ralston WTP, and delivered to the NTP. The City will utilize available capacity in its system not needed to meet the needs of the City to treat and deliver the Board's water to NTP. The City's obligation to provide water for emergency or unusual circumstance is subject to availability of City capacity to treat non-potable water provided by the Board at the time the Board makes its request. The City's determination concerning availability of capacity to treat the Board's non-potable water at any time shall be made in the sole and exclusive discretion of the City. If at any time there is a request for the City to provide treatment of non-potable water outside of emergency or unusual circumstance, the City may decline to provide such treatment. The Board will coordinate with the City in advance of any planned NTP outages in which the City connection will be used.
- f) The 2018 cost to treat and deliver the water to the Board's connection will be the City's direct treatment costs calculated in 2017 as \$0.54 per 1,000 gallons. The Board acknowledges and agrees that the cost of treatment is subject to annual revision to reflect the City's most recent cost for water treatment. Provided the Board provides non-potable water for its needs, and the City is treating said water on an intermittent and infrequent basis, the City agrees it will not impose a tap fee or infrastructure fee for service provided

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City and County of Denver Board of Water Commissioners and City of Arvada

pursuant to this Agreement. The Board shall pay the cost of water treated and delivered pursuant to this Agreement at the City's then current cost of treatment.

Table 1: Estimated NTP Water Needs

Project Phase	Average Daily Flow (gpd)	Duration (days)	Anticipated Schedule
During Construction for Office Trailers (personnel usage)	3,300	1,500	Q3 2018 – Q4 2023
During Construction for Batch Plant	6,000	460	Q2 2019 – Q4 2021*
During Startup/Commissioning	2,000,000	35	Q1 2022
During Operation	TBD	Yearly	Starting Q2 2022
* Leak Testing of the Clearwells (5-day period) in Q4 2021 will require an additional 2 MGD			

- g) The approximate connection location to the City's distribution system is shown on Figure 2. The Board will be responsible to construct and maintain the potable water line from its NTP site to the point of connection in the City's distribution system, as shown on Figure 2. The Board will also be responsible for all pumping facilities, metering, and costs required to provide adequate flow and pressure to the NTP site facilities from the point of connection to the City's distribution system.
- h) The Board will construct a new 84-inch to 48-inch diameter connection to the Ralston Valve House, which will provide raw water to the City, the Board, and North Table Mountain Water and Sanitation District (NTM).
- i) The Board will construct a new 42-inch diameter connection to the City's existing 27-inch and 30-inch raw water pipelines, which feed the City's Ralston WTP (the City Improvements). This connection will occur in the approximate location shown on Figure 3. The City's existing 27-inch and 30-inch pipelines upstream of the new connection location will be abandoned in place.
- j) The Board will demolish the City's existing meter house on the Board's property. The Board will provide a minimum of 30 calendar days' notice prior to demolition, should the City choose to salvage any meters, equipment, or materials within the meter house. Following demolition, the Board will use data from flow meters at the City's Ralston WTP, or at a new location constructed by the City upstream of the City's Ralston WTP, to determine the volume of raw water obtained from the Board, as well as to determine the volume of water accepted and treated for the benefit of the Board. The City will provide monthly meter readings via email to the Board, and, upon request, will provide the Board with access to and information on the calibration and accuracy of the City's meters. Should the City elect to construct a new meter structure between the raw water point of connection (POC) and its Ralston WTP, the City will provide the Board with construction plans for

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City and County of Denver Board of Water Commissioners and City of Arvada

the meter structure. The Board will review and provide comments or approval of plans in a timely manner and will not exceed 30 calendar days for any individual approval post-submittal.

- k) The Board and the City have developed a Standard Operating Procedures (SOP), appended to this Agreement as Exhibit A, which may be amended from time to time with approval by the Board's and the City's authorized representatives identified herein. The SOP addresses regular inspection of the pipelines from the connection location shown on Figure 3 to the City's Ralston WTP, as well as regular maintenance, inspection, and calibration of the City's flow meters. Copies of all maintenance, inspection, and calibration data and reports identified in the SOP and prepared by the City will be provided to the Board.
- l) The Board will provide a new easement in the form attached as Exhibit B to the City for the new 42-inch raw water pipeline extends on the Board's property and the City's existing 27-inch and 30-inch pipelines downstream of the new connection location on the Board's property. The City shall vacate existing easements, licenses, and agreements pertinent to the City's existing meter house and the City's existing 27-inch and 30-inch pipelines upstream of the new connection location, subject to the terms of the easement.
- m) All and any equipment/materials that form part of the Improvements are to be tax exempt.

3. Design and Construction Responsibilities

The Board will provide the City with construction plans for Improvements, including specifically the City Improvements, identified in Section 2. The City will review and provide comments or approval of plans in a timely manner and will not exceed 30 calendar days for any individual approval post-submittal.

In performing its construction-related obligations, the City, unless otherwise directed by the Board's Chief Engineering Officer, shall not direct the Board's construction contractor, but shall instead provide such direction to the Board's Chief Engineering Officer. The City shall have the right to inspect the construction and installation of the Improvements at reasonable times and upon reasonable notice, to ensure compliance with the terms of this Agreement.

4. Reimbursement

The Improvements identified herein will be constructed by the Board as part of the NTP construction, with related receipts for the City Improvements reimbursed by the City within the first quarter of the calendar year following invoice submittal to the City by the Board. Reimbursement for Improvements shall occur according to Table 2, provided no invoice will be submitted by the Board for reimbursement for the water connection until the new point of service has been made operational. The approximate times set forth in this table for reimbursement by the City will be adjusted to coincide with the actual date the connection becomes operational.

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City and County of Denver Board of Water Commissioners and City of Arvada

Table 2: Approximate Reimbursement Schedule

Item	Approx. Construction	Approx. Invoice Date	Approx. Payment Date
Raw Water Connection	2019	May 2019	March 2020
Sanitary Sewer Connection	2019	N/A	Tap fees to be paid by the Board at time of connection
Potable Water Connection	2019	N/A	Not Applicable
Sanitary Sewer Usage Fees	2019	Per City's billing cycle	30 days after receipt of invoice
Potable Water Usage Fees	2019	City to invoice the Board annually for Treatment Costs	30 days after receipt of invoice

The Board will pay the City for City sewer taps fees and sewer tap fees imposed by the District in accordance with the City's and the District's current published schedule of tap fees at the time of connection. The Board will pay the City for sewer usage charges in accordance with the City's wastewater user charges as such charges apply to all users of the City's sewer system, and based upon data obtained from the Board's wastewater meter.

The Board's non-potable water delivered to the City for treatment under this Agreement will pass through the same meters as those that measure water delivered to the City under other service contracts. The Board expressly understands and agrees that it will not include the Board's non-potable water routed through the City's Ralston WTP pursuant to this Agreement in the Board's monthly billings for services to the City.

The Board will pay the City for treatment costs associated with obtaining potable water pursuant to this agreement. The City will bill the Board for the treatment costs in accordance with its general utility billing processes.

The City will reimburse the Board up to 60% of the total installed cost of the 48-inch diameter welded steel pipe connection (approximately 1,560 LF of the total 2,600 LF) shown in Figure 3. The City will reimburse the Board 100% of the total installed cost of the 42-inch welded steel pipe connection to its existing 27-inch and 30-inch pipelines, shown in Figure 3. In no case will the City's reimbursement for the 48-inch and 42-inch pipelines exceed \$3.3 million.

5. Best Efforts

The City and the Board agree to work diligently together, and in good faith, using their best efforts to resolve any unforeseen issues and disputes regarding the construction, completion, and acceptance of the Work. The Board has been diligent in its efforts to communicate with the City regarding the phased nature of NTP construction activities, which are anticipated to be performed

Intergovernmental Agreement

City and County of Denver Board of Water Commissioners and City of Arvada

under a contractor alternative delivery method, and will necessitate phased approval of various permits for the NTP.

6. Acceptance

Following final completion, the Board shall furnish as-built, or record, drawings of the Work to the City. This package will indicate all changes, additions, deletions, and deviations from the issued for construction drawing and any additional information discovered or determined to be relevant, as well as any changes or clarifications made via the contractor's requests for information, field modifications, work change directive, change order, or amendment.

7. Ownership and Maintenance

Upon completion, inspection, and acceptance of the Improvements, ownership of the completed Work shall be as follows:

- a) The Board shall own and operate the NTP's sanitary service line up to the City's POC shown in Figure 1.
- b) The City shall own and operate the emergency potable water service line to NTP up to the POC shown in Figure 2.
- c) The City shall own and operate the new 42-inch raw water line from the POC located on the east side of the NTP site, shown in Figure 3, including its existing pipelines on both sides of State Highway 93 and its existing meters at Ralston WTP.

8. Liability

Each party shall be liable for the errors and omissions of its agents and employees to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of the Agreement.

9. Notices

Each party hereto will meet its obligations as set forth in Section 29-1-205, C.R.S. (2013), to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement nor the remedies available to the parties hereunder. It is mutually agreed that the City shall have the authority to bring an action in a District Court in Colorado to compel enforcement of this Agreement. This Agreement shall be governed by the laws of the State of Colorado. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party; or (b) seven days after posting in the United States mail, first-class postage prepaid, and properly addressed as follows; or (c) when sent by email transmission and the receipt is confirmed by return email transmission.

If sent to the City: Jim Sullivan, City of Arvada Director of Utilities, 8101 Ralston Road, Arvada, Colorado 80002; jim-s@arvada.org

If sent to the Board: Robert J. Mahoney, Denver Water Chief Engineering Officer, 1600 West 12th Avenue, Denver, Colorado 80204; robert.mahoney@denverwater.org

or such other persons or addresses as the parties may have designated in writing.

Intergovernmental Agreement

City and County of Denver Board of Water Commissioners and City of Arvada

10. No Discrimination in Employment

In connection with the performance of work under this Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The parties further agree to insert the foregoing or a similar provision in all contracts entered into in furtherance of this Agreement.

11. Conflict of Interest

The parties agree that no official, officer, or employee of the City or of the Board shall have any personal or beneficial interest whatsoever in the Work, related services, or property described herein.

12. Subject to Local Laws; Venue

Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver as it exists on the date of approval of this Agreement, and the applicable ordinances, regulations, executive orders, or fiscal rules, enacted or promulgated pursuant thereto, provided no ordinance, regulation, executive order, or fiscal rule adopted subsequent to the approval of this Agreement may expand any duty, or diminish any right of a Party pursuant to this Agreement without the express consent of the party so affected. Subject to the preceding limitation, the Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

13. Governmental Immunity Act

The parties understand and agree that the parties are relying upon and have not waived rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time. The Board agrees that in the event that the Board or anyone on its behalf fails to perform under the terms of this Agreement, the City will be held harmless for any damages suffered as a result thereof; that the City shall have no obligation to undertake the completion of any Improvements which are the subject of this Agreement.

14. Entire Agreement

This Agreement constitutes the entire agreement between the Board and the City as solely to the subject matter hereof, and it replaces all prior written or oral agreements and understandings as to the matters addressed herein. Provided, the Parties understand and agree that this Agreement does not modify, amend, or alter any other agreement between the Parties that may, in whole or part, relate to the subject of water services or rates, or without limitation any duties or obligations of any type related to such subject. This Agreement may be altered, amended, or repealed only by a duly executed written instrument.

Intergovernmental Agreement

City and County of Denver Board of Water Commissioners and City of Arvada

15. No Third Party Beneficiaries

Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement shall be strictly reserved to the City and the Board; nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or third party.

16. Execution of Agreement

This Agreement is expressly subject to, and shall not be or become effective or binding on the City and the Board until fully executed by all signatories of the Board and the City. If any term, section, or other provision of this Agreement is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such term, section, or other provision shall not affect any of the remaining provisions of this Agreement if the remaining provisions can be enforced to carry out the general intent of this Agreement.

17. Effective Date and Termination

This Agreement shall become effective as of the date set out on the first page hereof, upon execution by both parties. This Agreement shall expire, unless earlier terminated or otherwise stated herein, upon completion of the Work. Either party may terminate the Agreement on 30 days' written notice for cause in the event the other party fails to comply with any term or condition contained herein.

18. Authorization

The parties hereby stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each of the parties have been authorized to do so.

19. Electronic Signatures and Electronic Records

The parties consent to the use of electronic signatures by the Board and the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City and by the Board in the manner specified by the Board. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record, an electronic signature, that it is not in its original form, or is not an original. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

Intergovernmental Agreement
City and County of Denver Board of Water Commissioners and City of Arvada

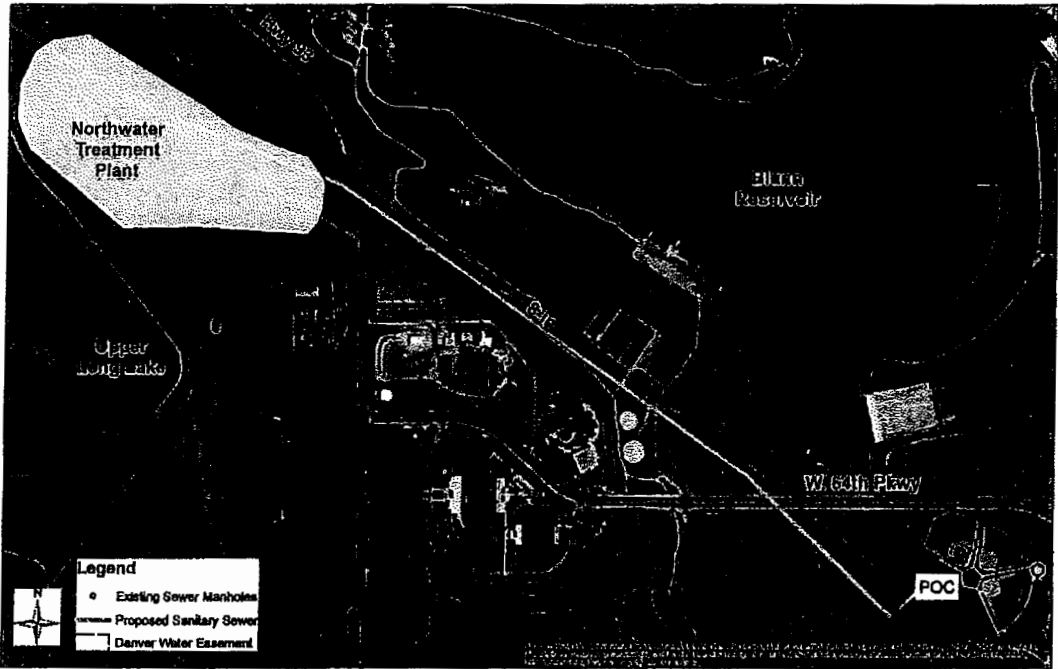


Figure 1: City of Arvada Sanitary Connection

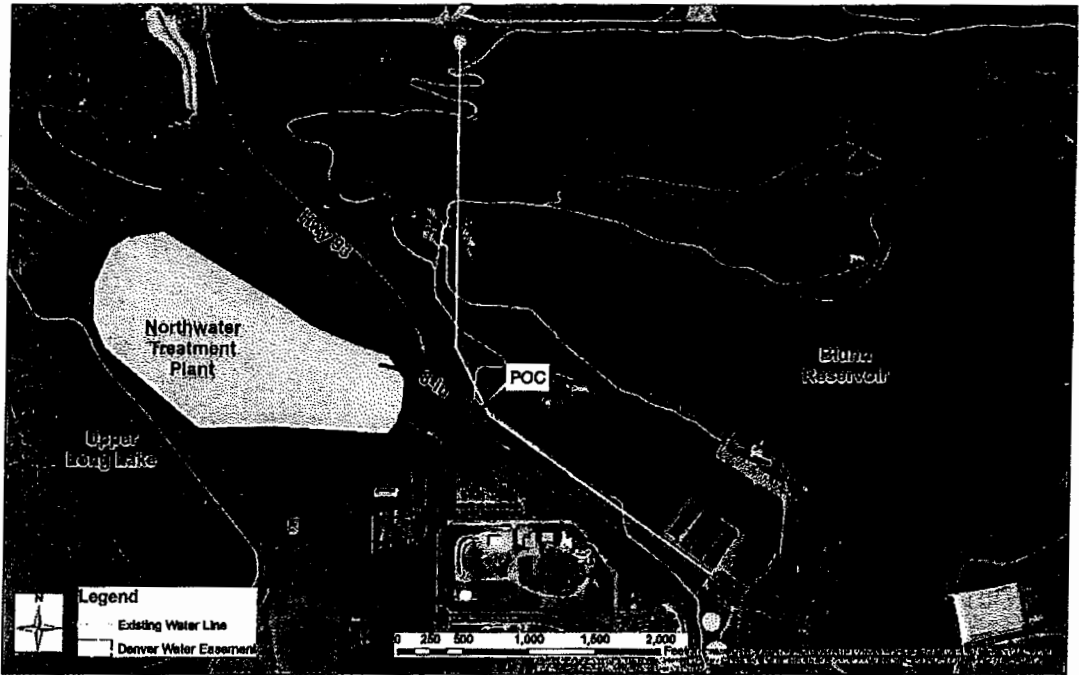


Figure 2: City of Arvada Water Connection to NTP

Intergovernmental Agreement

City and County of Denver Board of Water Commissioners and City of Arvada

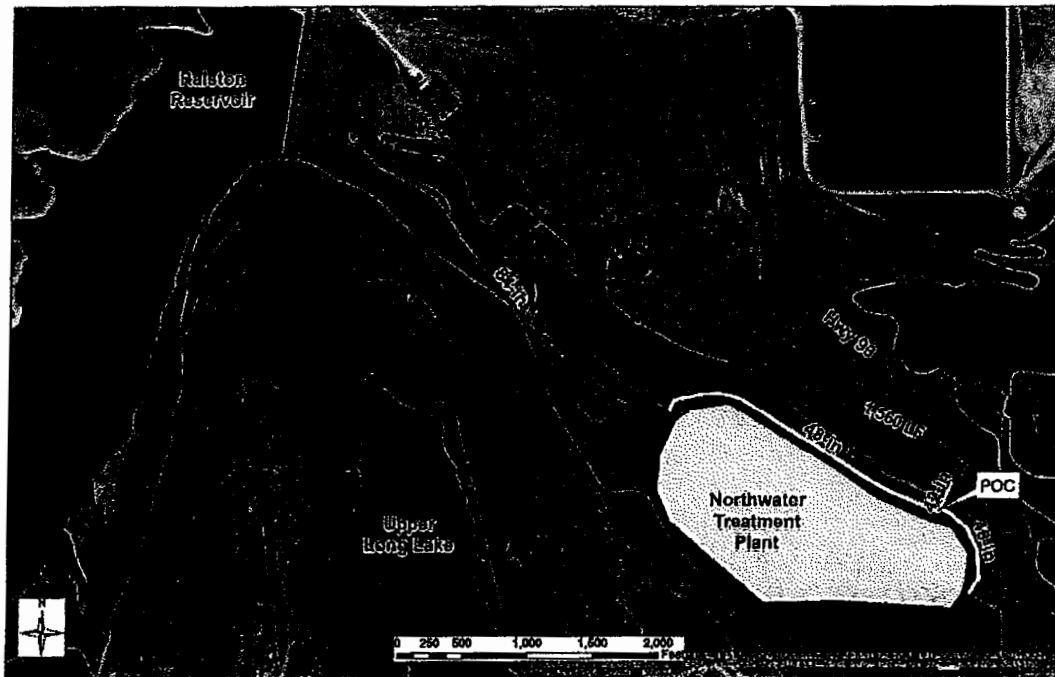
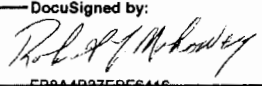


Figure 3: City of Arvada Raw Water Connection

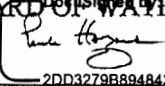
Intergovernmental Agreement

City and County of Denver Board of Water Commissioners and City of Arvada

APPROVED:

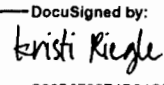
DocuSigned by:
By: 
FB8A4B97EDF6416
Robert J. Mahoney
Chief Engineering Officer

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

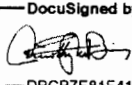
By: 
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President

Date: 10/24/2018

APPROVED AS TO FORM:

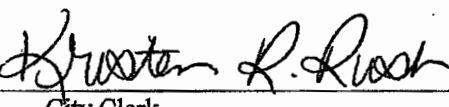
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Office of General Counsel

REGISTERED AND COUNTERSIGNED
CITY AND COUNTY OF DENVER

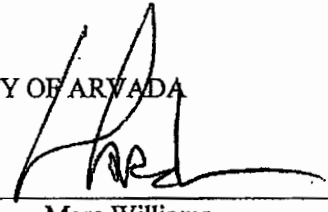
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By: 
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Timothy M. O'Brien, CPA
Auditor

DS
JAG

ATTEST:

By: 
City Clerk

CITY OF ARVADA

By: 
Marc Williams
Mayor, City of Arvada

APPROVED AS TO FORM:

By: 
Christopher K. Daly
City Attorney, City of Arvada

EXHIBIT A: STANDARD OPERATING PROCEDURE



Northwater Treatment Plant Project

Standard Operating Procedure

SOP No.:	001	Issue Date:	6/1/18
Department and Unit/System:	Inspection/Maintenance of Arvada Raw Water Supply Pipeline and Flow Meters	Version No.:	1
Approval:	Per Intergovernmental Agreement	Review Frequency:	Annual

Purpose

The purpose of this Standard Operating Procedure (SOP) is to outline the requirements for regular inspection, maintenance, and reporting of the City of Arvada (City) raw water supply pipeline from the Point of Connection (as identified in the Intergovernmental Agreement (IGA)) to the City's Ralston Water Treatment Plant (Ralston WTP); and the flow meters at the City's RWTP, or at a new meter location as may be constructed by the City and approved by Denver Water (DW) in accordance with Paragraph 2.j of the IGA. The need for this SOP was identified in the IGA to mitigate potential risks associated with eliminating the existing, secondary metering facility at DW's Ralston Property, which is required in order to construct the improvements contemplated in the IGA and for the Northwater Treatment Plant Project (NTP).

Scope

The inspection of the pipeline is required to be conducted by the City and reported annually, at a minimum. The inspection, maintenance, and calibration of the flow meters is required to be conducted and reported annually, at a minimum. In addition, the City will provide access to the facilities covered by this SOP for inspection by DW upon reasonable notice.

Responsibility

The following individual is responsible for this SOP and shall inform DW of any requested changes.

City of Arvada: Utilities Supervisor – Meters – 720.898.7792.

Procedure

1. Flow Meters shall be calibrated as determined by the Operations and Maintenance Manual provided for each piece of equipment.
2. Pipelines will be inspected annually.
3. Repair and replacement of the equipment is the responsibility of the City and should be reported in the regular inspection reports to DW.

Reporting

The following individual is responsible for receiving, processing, and approving the inspections and reports:

Denver Water: Cynthia Brady - Cynthia.Brady@denverwater.org – 303.628.6514.

EXHIBIT B: SAMPLE EASEMENT

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT ("Agreement") is made between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a municipal corporation of the State of Colorado ("Board"), and the CITY OF ARVADA, a municipal corporation of the State of Colorado ("Grantee"). Each party to this Agreement may be referred to individually as "Party," and collectively as "Parties." The Parties agree as follows:

1. **GRANT OF EASEMENT:** For and in consideration of the sum of TEN AND 0/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt whereof is acknowledged by the Board, the Board grants to the Grantee, its successors and authorized assigns, a non-exclusive, perpetual right to enter, re-enter, occupy, and use the property described in the attached **Exhibit A** (hereinafter referred to as the "Easement") to construct, reconstruct, maintain, repair, and utilize ("Work") a _____ and any appurtenances (collectively "Installations") within and across the Easement. Use of the easement for ongoing transmission of water shall not be subject to the provisions of Sections 5, 6, and 7 related to inspection of work plans or inspection of Installations described below.

2. **EXHIBITS:** The following Exhibits are attached to and incorporated in this Agreement:
Exhibit A – Legal Description and Parcel Map (CAD drawing No. _____) of the Easement
Exhibit B –

In the event the survey, the legal description in Exhibit A, and/or the drawing in Exhibit A are found to be inaccurate, the Grantee will comply with the Board's request to execute, acknowledge, initial, and deliver to the Board any documentation the Board deems necessary to correct such inaccurate documents to fulfill the purposes of this Agreement.

3. **BOARD'S RETAINED INTERESTS:**

3.1. The Board reserves unto itself, its successors and assigns, the permanent right to make full use of the Easement, including, but not limited to, entering and re-entering the Easement as may be necessary or convenient in the operation of any of the Board's "Facilities," which term shall include, but not be limited to, the following under the control of the Board: utilities, water and other pipelines, water works plants and systems, and all underground and surface appurtenances. By way of example and not by way of limitation, the Parties intend to include (i) mains and conduits within the term "pipeline(s)," and (ii) valves, vaults, manholes, hydrants, electric or other related control systems, underground cables, wires, connections, ventilators, and the like within the term "appurtenance(s)."

3.2. The Board retains all right to operate, maintain, install, repair, remove, replace, or relocate any of its Facilities within the Easement at any time and in such manner as it deems necessary or convenient.

3.3. The Board reserves the right to grant other parties access and other uses of the Easement that will not unreasonably interfere with the Grantee's rights under this Agreement.

3.4. The Board shall also have the right to relocate the Easement and Installations, provided that the relocated Easement and Installations can be reasonably used by the Grantee for their intended purpose. The Board may exercise this right by giving the Grantee a minimum of thirty

- (30) calendar days' prior written notice thereof. Any such relocation shall be without further cost to Grantee, and shall not unreasonably interfere with Grantee's operations.
4. SURVEYING: The Board may perform all survey work related to the Easement that the Board deems necessary. The Grantee shall reimburse the Board for the reasonable cost of the survey work the Board performs. All of the Board's survey monuments damaged or destroyed by the Grantee shall be re-installed by a Professional Land Surveyor, licensed by the State of Colorado, at the Grantee's sole expense.
5. WORK PLANS: At least thirty (30) days prior to the proposed date for the commencement of any Work, the Grantee shall submit to the Board for its review and approval copies of final detailed plans and specifications for such Work. No Work shall commence until the Board has approved such plans and specifications in writing. Such approval shall not be unreasonably denied, conditioned or delayed.
6. PRE-WORK INSPECTIONS: The Grantee shall notify the Board at least fifteen (15) days prior to the commencement of any Work so that the Board may make any inspections of the Easement the Board deems necessary before such Work begins.
7. PRE-WORK NOTICE: Except for emergency repairs, the Grantee shall notify the Board's District Foreman at Phone number at least 48 hours prior to the commencement of any Work so that the Board may have an inspector present during such Work. From time to time, the Board may designate new District Foreman and/or contact phone number.
8. WORK EXPENSES: All Work shall be performed at no expense to the Board, and the Grantee shall own and maintain the Installations within the Easement.
9. WORK STANDARDS: Unless otherwise approved by the Board as provided in Paragraph 5 above, all Installations and all Work (expressly excluding transmission of water) performed within the Easement shall comply with all applicable Board's Engineering Standards and/or Capital Project Construction Standards, as they may be revised from time to time. Following reasonable notice of any deficiency and a reasonable opportunity for Grantee to correct such deficiency, any Installation and/or Work that does not comply with such applicable standards may be removed and/or corrected by the Board without liability for damages and at the Grantee's expense.
10. CONSTRUCTION DETOURS: The Grantee shall take whatever steps are necessary to re-route traffic during any Work and provide directions through the use of signs. Any of the Board's roads or an acceptable alternative must be open and accessible to the Board's maintenance personnel and equipment whenever the Grantee is performing any Work.
11. SIGNS: All sign locations and content must be approved by the Board's representative prior to installation. Such approval shall not be unreasonably denied, conditioned or delayed.
12. WATER:
- 12.1. The Grantee shall not discharge, or direct or authorize others to discharge, water into or upon any of the Board's property or Facilities
- 12.2. At no time shall the Grantee interfere, or direct or authorize others to interfere, with the flow of water in the Facilities. The Grantee shall assume all risks to its Installations incidental to the presence of water in the easement area and shall be responsible for all damages resulting from any interference with the Board's Operations caused by the Grantee or by others at the Grantee's direction or authorization.

13. SURFACE RESTORATION:

13.1. Within twenty (20) days from the date of completion of any Work, the Grantee shall clear the Easement and surrounding property of all construction debris and shall restore the Easement and surrounding property, including any damaged roads and fencing, to their pre-existing condition as nearly as may be possible. Restoration and clearing of the surface shall include, but not be limited to, replacement of the topsoil in cultivated and agricultural areas and removal of any excess earth resulting from such Work. Restoration of the roads shall include, but is not limited to, resurfacing.

13.2. If the Grantee does not restore and clear the Easement and any surrounding property, including any damaged roads or fencing, to the standard provided herein and within the timeframe set forth in Subparagraph 15.1, the Board may complete the clearing and/or perform the restoration at the sole expense of the Grantee. The Grantee shall pay in full any and all the reasonable costs of clearing and/or restoration costs incurred by the Board, no later than thirty (30) days of receiving the bill from the Board.

14. TREES:

14.1. The Grantee shall provide means, acceptable to the Board, to protect the existing trees from any damage or disruption caused by any Work.

14.2. The Grantee shall replace any trees and other vegetation (including re-seeding) disturbed or removed due to any Work. Replacement of trees and re-seeding shall be in accordance with the Board's "Tree Replacement Standard" and "Reseeding Specifications".

15. ENDANGERED SPECIES ACT: Certain Board properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act ("ESA"). The Grantee shall be responsible for determining the presence of such habitat and for complying with the ESA and all other applicable federal laws.

16. ENVIRONMENTAL: The Grantee shall comply with all applicable laws and ordinances and all rules, regulations and requirements of any governmental authority controlling environmental standards and conditions of the Easement. If, as a result of the Grantee's occupancy of the Easement, any such law, ordinance, rule or regulation is violated, the Grantee to the extent permitted by law, shall protect, save harmless, defend and indemnify the Board from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by the Board, caused by, resulting from or connected with such violation or violations. In addition, but without limiting the foregoing, the Grantee shall comply with the following:

16.1. Grantee's Duty: The Grantee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement by the Grantee, its agents, employees, or contractors without the express written permission of the Board (which the Board shall not unreasonably withhold as long as such Hazardous Material is necessary or useful to the Grantee's occupation of the Easement and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material).

16.2. Indemnification: If the Grantee breaches the obligations stated in the preceding subparagraph, or if the presence of the Hazardous Material on the Easement caused or permitted by the Grantee results in contamination of the Easement, or if contamination of the Easement by the Hazardous Material otherwise occurs for which the Grantee is legally liable to the Board, then the Grantee shall,

to the extent permitted by law, indemnify, defend and hold the Board harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Easement, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Easement, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, reasonable attorney fees, consultant fees and expert fees) which arise during or after the Easement term as a result of such contamination. This indemnification of the Board by the Grantee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because the Hazardous Material is present in the soil or ground water on or under the Easement resulting from actions or activities of Grantee. Nothing herein shall require Grantee to indemnify Board for any condition of environmental contamination, or presence or Hazardous Material existing prior to Grantee's use of the Easement, or otherwise not caused by or occurring as a result of Grantee's use of the Easement.

16.3. Cleanup: If the presence of any Hazardous Material on the Easement caused or permitted by the Grantee results in any contamination of the Easement, the Grantee shall, at its sole expense and after obtaining the Board's written approval, promptly take all reasonably required actions that are necessary to clean the contamination and return the Easement to the condition existing prior to the introduction of any such Hazardous Material to the Easement. The clean-up of the contamination shall be in compliance with all applicable state and federal standards. Nothing herein shall require Grantee to clean any contamination existing on, over, under, or near the Easement prior to Grantee's use of the Easement, or which is not caused by Grantee.

16.4. Definitions: The term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States, and includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601); (vi) defined as a "hazardous substance" under section 1004 of the Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (42 U.S.C. § 6902); or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

17. LIENS: The Grantee shall pay for all materials joined or affixed to the Easement by or for the use of Grantee, shall pay in full all persons who perform labor upon the Easement for the benefit of Grantee, and shall obtain and provide to the Board lien releases for all such materials and labor. The Grantee shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against the Easement or other Board property for any Work done and materials furnished at the instance, request or on behalf of the Grantee.

18. DAMAGE: The Grantee shall use reasonable care to prevent any loss or damage to the Board or to others, and to the property of the Board or others, resulting from the Work on or use of the Installations. Any repair, modification, relocation or replacement of any of the Facilities made necessary, in the opinion of the Board, because of any of the Grantee's Work shall be made by the Board at the sole expense of the Grantee, provided Grantee shall be first notified of such loss or damage and be given a reasonable opportunity to cure or repair such loss or damage.

19. INSURANCE: The Grantee shall, at its sole cost and expense, self-insure or obtain and maintain Commercial General Liability insurance for personal injury and property damage, including contractual

liability insurance, with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners, as an additional insured and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Board. The Grantee shall provide the Board with certificate(s) of insurance evidencing coverage required under this Agreement.

20. **INDEMNIFICATION:** The Grantee, to the extent permitted by law, agrees to defend, indemnify, and hold harmless the Board, its officers, agents, employees, and insurers against any liability, loss, damage, demand, action, proceeding, cause of action, claim, counterclaim, lien, and expense (including court costs and attorney fees) of every kind and nature, arising out of any act or omission of the Grantee, its officers, agents, or employees (or Grantee's contractors or subcontractors and any of their officers, agents or employees) in any way relating to the use of the Easement by Grantee. Nothing herein shall be deemed to require Grantee to indemnify or hold harmless the Board for its own acts or omissions, or for those of any person not under the control or direction of Grantee.

21. **ABANDONMENT:** If the Grantee ceases to use the Easement, all right, title and interest of the Grantee under this Agreement shall cease and terminate, and the Board shall hold the Easement, as the same may then be, free from the rights granted under this Agreement. The Easement shall be deemed abandoned if not used for two (2) consecutive years. If the Easement terminates as provided in this paragraph, the Grantee shall execute any document necessary to reflect such termination.

22. **NOTICES:** Unless otherwise provided in this Agreement, the Parties shall contact the persons listed below, or other persons that may be designated by the respective Parties in writing from time to time, for all matters related to administration of this Agreement. All notices, requests, demands, information and other communications required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been given and effective: (a) when delivered personally to the other party or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows:

If to the Board:
Denver Water
Attention: Chief Engineering Officer
Denver, CO 80204

with a copy to:
Denver Water
Attention: Director of Engineering-Property
1600 W. 12th Avenue
Denver, CO 80204

If to the Grantee:
City of Arvada
Attention: Director of Utilities
8101 Ralston Road
Arvada, CO 80002

with a copy to:
City of Arvada
Attention: City Attorney
8101 Ralston Road
Arvada, CO 80002

23. **GENERAL PROVISIONS:**

23.1. **Existing Agreements:** This Agreement is subject to all prior agreements, licenses, leases, grants, permits, rights-of-way, reservations, and conveyances, whether recorded or unrecorded, related to the property upon which the Easement is located, and it is the Grantee's responsibility to determine the existence of any conflicting rights or uses.

23.2. Successors and Assigns: Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective successors and assigns of the parties.

23.3. Construction: This Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties.

23.4. Venue and Governing Law: For the resolution of any dispute arising from this Agreement, venue shall be in the courts of the City and County of Denver, State of Colorado. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to its conflict of laws principles.

23.5. No Attorneys' Fees and Costs: Except as otherwise expressly stated in this Agreement, in the event there is any litigation, mediation, arbitration or other dispute resolution proceedings arising out of or related to this Agreement, each Party shall pay for its own attorney(s)' and other professional(s)' fees, costs and expenses.

23.6. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

23.7. No Waiver: The failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the Agreement's provisions, and, notwithstanding such failure, no Party shall be thereby released from any obligations under the Agreement.

23.8. Non-Business Days: Except as otherwise specifically provided, all periods of time set forth in this Agreement shall be calendar days, not business days. If any date for any obligation under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date shall be extended automatically until the next business day.

23.9. Headings: The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof, and shall not be considered part of this Agreement or affect its interpretation.

23.10. Governmental Immunity Act: The Parties understand and agree that both parties are relying upon, and have not waived, the monetary limitations of \$350,000 per person, \$990,000 per occurrence, and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

23.11. Article X of the Charter: This Agreement is made under and conformable to the provisions of the Charter of the City and County of Denver, which control the operation of the Denver Municipal Water System, consisting of Article X of said Charter. Insofar as applicable, said Charter provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provision otherwise contained in this Agreement provided no subsequent amendment to the Charter shall enlarge any duty of Grantee, or diminish any right or privilege of Grantee provided for herein.

23.12. Entire Agreement: This Agreement constitutes the entire agreement between the Board and the Grantee and replaces all prior written or oral agreements and understandings as to the subject

matter hereof. The Parties expressly acknowledge and agree that other agreements remain unaffected as provided in Section 23.1. The terms of this Agreement may not be changed, waived, modified or varied in any manner whatsoever unless in writing signed by all Parties.

23.13. Counterparts and Originals: A copy of the Agreement may be executed by each Party, separately, and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

23.14. Representation of Authority of Signatories: Each individual executing this Agreement on behalf of the Parties represents and warrants that the execution and delivery of this Agreement and all related documents have been duly authorized by the Party for which the individual is signing and that the individual has the legal capacity to execute and deliver this Agreement and thereby bind the respective Party.

23.15. Effective Date: This Agreement shall become effective on the date it is signed by the Board's Chief Engineering Officer.

24. SPECIAL PROVISIONS: To the extent that any special provisions listed below or attached are in conflict with any other provisions of this Agreement, the special provisions shall control and supersede any such conflicting provisions.

24.1. VACATION OF LEGACY ROWs:
24.2.

SIGNATURES FOLLOW ON THE NEXT PAGE

APPROVED AS TO FORM:

Office of General Counsel

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

By: _____
Robert J. Mahoney
Chief Engineering Officer

Date: _____

REGISTERED AND COUNTERSIGNED:

By: _____
Timothy M. O'Brien, CPA
Auditor

Contract Control No.: _____

Date: _____

The undersigned verifies that he/she has read the foregoing Agreement and agrees to accept and abide by all of its terms and conditions.

CITY OF ARVADA

By: _____
Name

Title: _____

STATE OF COLORADO)
) ss.
_____ COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____ as _____ for
_____.

Witness my hand and official seal.

My commission expires: _____

{SEAL}

Notary Public

EXHIBIT C: SAMPLE RELEASE OF RIGHTS OF WAY

RELEASE OF RIGHTS OF WAY

THIS RELEASE OF RIGHTS OF WAY is made and executed by the **CITY OF ARVADA**, a municipal corporation of the State of Colorado (City).

WITNESSETH:

WHEREAS, the City acquired two Rights of Way from the City and County of Denver, Acting By and Through its Board of Water Commissioners (Board), depicted on the attached Exhibit A; and

WHEREAS, the City is now acquiring from the Board in a separate document, certain easements as result of the construction of the Board's Northwater Treatment Plant, and therefore, the prior rights of way are no longer useful or required by the City.

NOW THEREFORE, the City releases all of its right, title and interest in the property described in the attached and incorporated Exhibit A, to and in favor of the Board, effective upon the recording of this Release in the records of Jefferson County.

IN WITNESS WHEREOF, the City has executed this Release.

CITY OF ARVADA

By: _____

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A TO RELEASE OF RIGHTS OF WAY

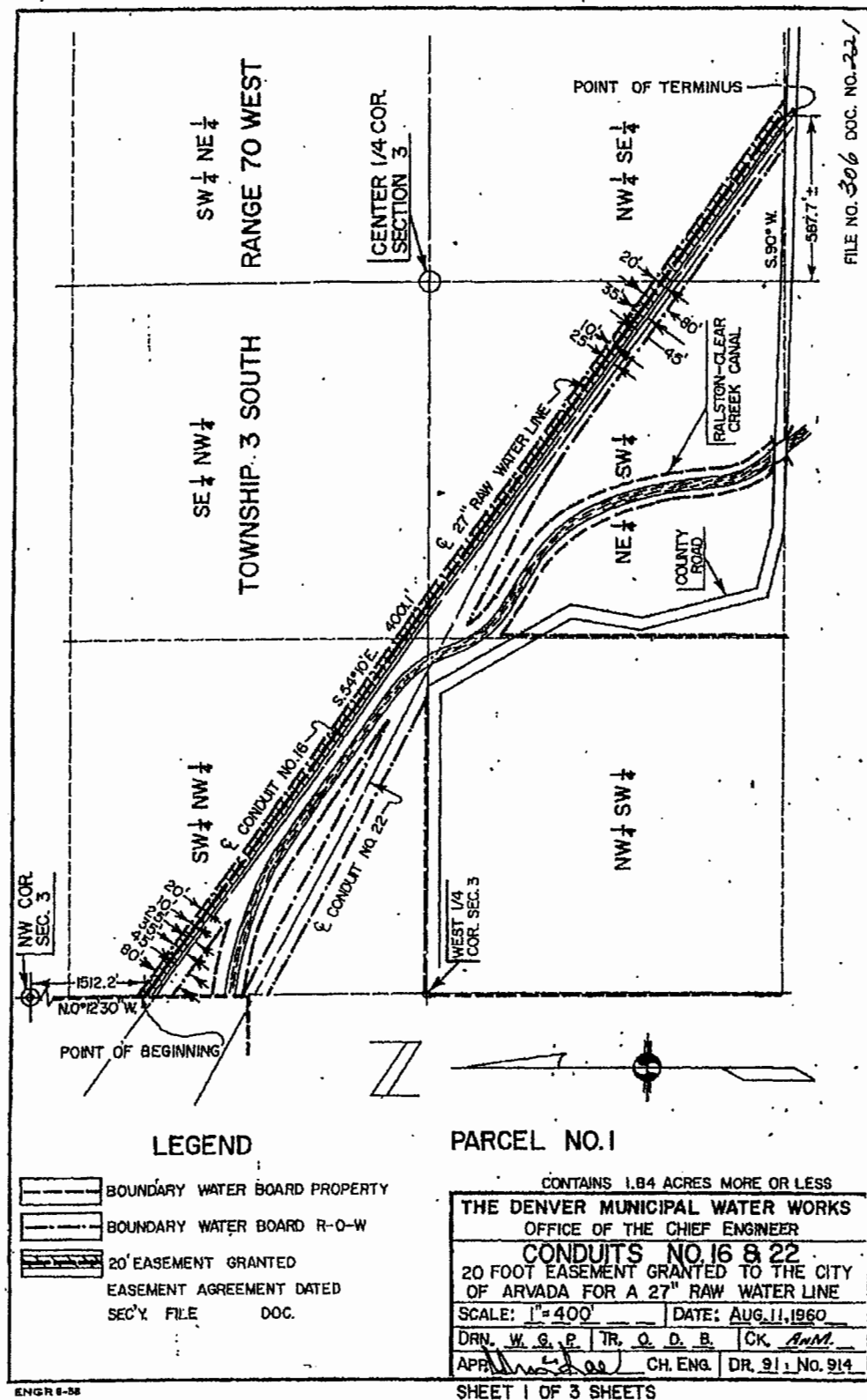


EXHIBIT A TO RELEASE OF RIGHTS OF WAY

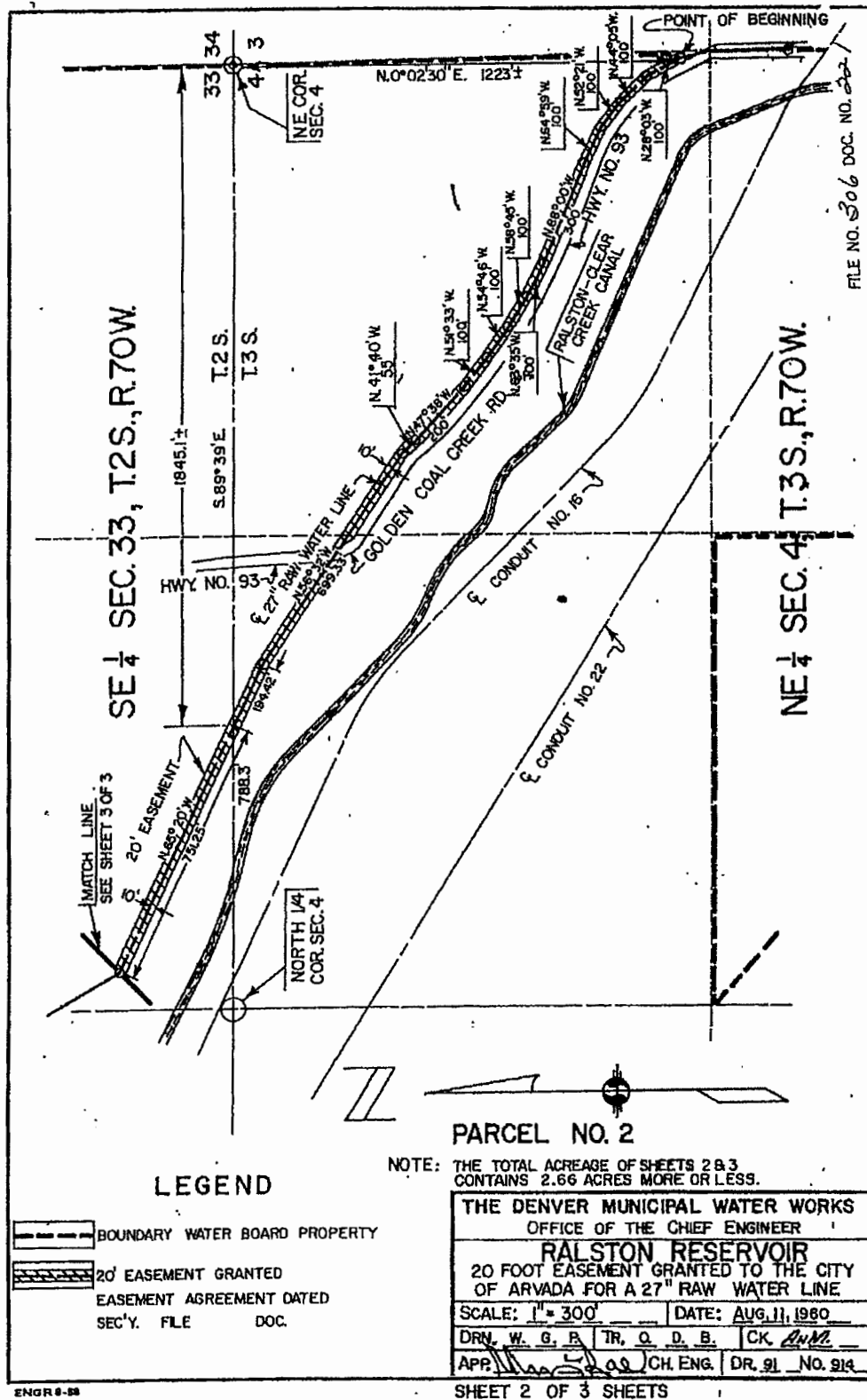
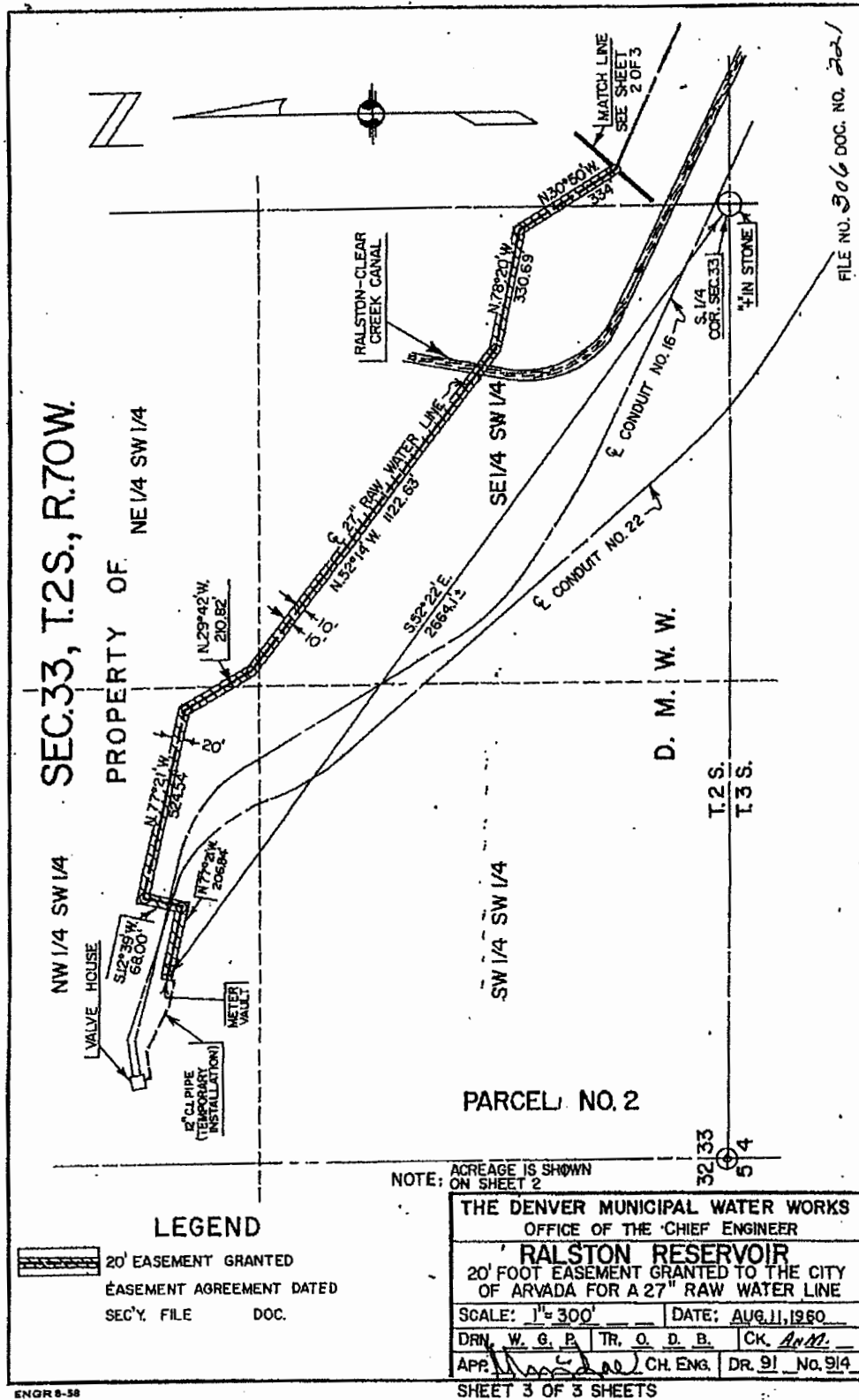


EXHIBIT A TO RELEASE OF RIGHTS OF WAY





REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.B.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: R23-031, A Resolution Authorizing a Colorado State Patrol Academy 2023 Agreement for Use of the Colorado State Patrol Academy Driving Track (Presenter: Aaron Jacks)

Report in Brief

PRESENTER: Aaron Jacks, Sr. Asst. City Attorney, Police Legal Advisor

The Arvada Police Department (APD) conducts annual driver training for both sworn officers and civilian personnel who operate a motor vehicle in the course of their duties. Some of this training during 2023 will take place at the Colorado State Patrol (CSP) Academy driving track in Golden. CSP requires a basic agreement and a small fee to permit the APD to use the facility for driver training sessions.

This agreement must be approved by Council as an intergovernmental agreement (IGA) between CSP as an agency of the State of Colorado and the APD as a department of the City of Arvada.

The Arvada team recommends that the City Council approve R23-031, A Resolution Authorizing a Colorado State Patrol Academy 2023 Agreement for Use of the Colorado State Patrol Academy Driving Track.

Financial Impact

This resolution has no new financial impact- driver training costs are included within existing APD budget lines.

Background

The APD conducts annual driver training. There are very few closed-course driving tracks within a reasonable distance of Arvada. The CSP facility is the closest location available to conduct this training, and it is designed specifically for law enforcement driver training.

In accordance with the City's IGA adoption policy at A.C.C. Section 2-2(2), this IGA may be approved by resolution of the City Council.

Discussion

This IGA is necessary to safely and efficiently conduct APD driver training.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

This resolution supports the City's Safe Community strategies by ensuring that APD officers and staff are properly trained to drive safely.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R23-031, A Resolution Authorizing a Colorado State Patrol Academy 2023 Agreement for Use of the Colorado State Patrol Academy Driving Track.

Suggested Motion:

I move that R23-031, A Resolution Authorizing a Colorado State Patrol Academy 2023 Agreement for Use of the Colorado State Patrol Academy Driving Track, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	2/16/2023
Ed Brady, Deputy Police Chief	2/18/2023
Rachel Morris, City Attorney	2/21/2023
Lorie Gillis, City Manager	3/8/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-031

A RESOLUTION AUTHORIZING A COLORADO STATE PATROL ACADEMY 2023
AGREEMENT FOR USE OF THE COLORADO STATE PATROL ACADEMY DRIVING
TRACK

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 Colorado State Patrol Academy 2023 Agreement for Use of the Colorado State Patrol Academy Driving Track, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 20th day of March, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

COLORADO STATE PATROL ACADEMY

2023 AGREEMENT FOR USE OF THE COLORADO STATE PATROL ACADEMY DRIVING TRACK

This Agreement, made this December 30, 2022 by and between the Colorado State Patrol Training Academy, 15055 South Golden Road, Golden, Colorado, hereinafter referred to as "Academy" and the **Arvada Police Department**, a law enforcement agency, hereinafter referred to as "User."

WHEREAS, the Colorado State Patrol Academy, owns and operates a vehicle driving track, hereinafter referred to as "Track", that is specifically designed to train the operators of emergency and other vehicles, belonging to governmental and private entities; and,

WHEREAS, the User named above, wishes to engage in driver training using the CSP Driving Track, at the date(s) and time(s) made a part of this Agreement; and,

WHEREAS, the Director of the Academy, by the authority vested in him by the Chief of the Colorado State Patrol, has approved the application of the User to use the Track for official business only.

NOW THEREFORE, in consideration of the mutual covenants made by all parties to the Agreement, they agree as follows:

1. The term of this Agreement shall be from January 1, 2023 to December 31, 2023. The Agreement shall not be renewed automatically. A condition precedent to any renewal of this Agreement shall be subject to the needs of the Colorado State Patrol.
2. The Academy hereby grants to the User permission to use the CSP Driving Track on the date(s) noted in paragraph 1 of this Agreement. This permission is specifically conditioned upon the User's full compliance with each and every requirement, regulation, and policy of the State of Colorado and the Colorado State Patrol, regarding the operation and use of the Track by the User.
3. The User hereby represents to the Academy that it is fully qualified to use the Track for vehicular training activities. If at any time the Academy is notified that the User does not meet the requirements for use of the Track or intends to use the

Track for a purpose other than the training of persons to operate emergency or other vehicles for official public or private use, the use of the Track by the User shall be immediately suspended. The Academy reserves the right to approve or deny the personnel, type, nature and duration of any training being conducted at the Track. The Academy may deny or cancel the scheduled use of the Track at anytime for any reason, including but not limited to:

a. The User's insurance policy covering all User's activities occasioned by the User's use of the Track ~~and specifically containing an endorsement naming the Academy and the Colorado State Patrol as an additional insured~~, has been cancelled or otherwise rendered null and void;

b. The Track has been previously scheduled for use by another entity;

c. Circumstances of local weather, construction or other track conditions exist that pose a threat to the lives or safety of participants using the Track, acts of God, or other conditions beyond the control of the Academy;

d. The training or other use of the Track by the Colorado State Patrol conflicts with other users.

4. The User understands that all activity under this Agreement is to be conducted at the Colorado State Patrol Driving Track, located at Golden, Colorado. All such training shall, at all times, be conducted according to the laws of the state of Colorado and the rules, regulations, policies and procedures of the Colorado State Patrol. The Academy may deny future use of the Track to any user who violates any of the provisions of this Agreement.

5. The User agrees that as a condition precedent to their use of the CSP Driving Track, User shall contact Trooper Daniel O'Brien, or his designee at least six (6) weeks in advance of the actual training day upon which User wishes to use the CSP Driving Track, in order to make application for use of the CSP Driving Track through the Academy. User agrees to provide all information required of the User's organization by the Academy, that in the Academy's sole discretion, is deemed necessary to properly review and thereafter act upon the User's request to the CSP Driving Track. The User shall reconfirm their use of the Track by contacting the Academy staff no later than thirty (30) days prior to the first day upon which User shall be using the Track. Failure of the User to do so may result in the forfeiture of User's privileges under this Agreement.

6. The User shall designate a person in User's organization to act as contact between the User and the Academy who can make decisions regarding the request for use of the CSP Driving Track. That person shall fully cooperate with Academy staff prior to, during, and subsequent to the use of the Track by the User.

7. Academy staff shall make available the designated lock combination and all necessary keys to allow User access to and use of the Track, and certain equipment, at the beginning of each training day and thereafter reclaim from the User, such keys, equipment, and access to the Track at the conclusion of each training day. Keys and any other equipment made available to the User for training are to be returned to Academy staff no later than 1700 hours (5:00 p.m.) each day, unless prior arrangements have been made between the User and Academy staff. If User shall lose or fail to return keys or other equipment made available to User, to Academy staff, the User shall be assessed for the costs of replacing such keys or other items of equipment. User shall provide all other equipment and materials, except those provided by the Academy under this section of this Agreement at their own expense. In addition, User shall be responsible for the care and maintenance of the Track during the time that User is using the Track, including but not limited to the removal of snow and other debris from Track premises. User shall promptly remove all equipment and materials they provide, from the Track premises, by no later than 1700 hours (5:00 p.m.) on the last day of User's authorized use of the Track.

8. User shall only erect markings, signs, or barricades, which are not fixtures to the track property, for placement anywhere on the Track during its' training activities. These include but are not limited to: chalk, traffic cones, and wooden barricades. Paint striping, grading, or the placement of rocks or other permanent obstructions or other fixtures, are hereby prohibited. User shall obtain permission to erect such markings, signs, or barricades from Academy staff at least thirty (30) days prior to User's first day of use of the Track.

9. Training shall remain within the engineer-recommended speed limits which appear on the attached Track course diagram, provided by the Academy. Users shall not drive upon the gravel shoulders of the Track with the exception of the "Off Road Recovery" area.

10. For safety reasons, the entrance gates to the Track must be closed while the Track is in use to prevent unauthorized access. Entrance gates must be locked at the conclusion of each training day, prior to User's departure from the Track.

11. User hereby specifically agrees not to provide any training for any entity other than User. In the event that the User wishes to provide training at the Track for any other entity than User, then User shall execute a separate written agreement for such activities with the Academy.

12. User shall report any and all damage to Track equipment, including but not limited to roadway, traffic cones, structures or facilities no later than the end of each training day, to the Academy staff. The User hereby agrees to repair or replace, at the sole discretion of the Academy, all damage or destruction to the Track equipment, structures or facilities, occasioned by the acts or omissions of the User or their employees, agents or other representatives. All repairs or replacement(s) shall be completed promptly, with quality workmanship, in order to restore the track and its equipment/facilities to their full use in the shortest amount of time possible. Final approval of all repairs/replacements shall be at the sole discretion of Academy staff.

13. User hereby agrees to immediately report to Academy staff any and all injuries to any person that occur while User is using the Track, adjacent structures or facilities. User shall immediately summon emergency fire, police and/or emergency medical assistance, as is appropriate, on behalf of any person injured while User is using the Track, adjacent structures or facilities; and shall provide to Academy staff a complete written report of the circumstances of such personal injury or injuries within twenty-four (24) hours of such incident.

14. The fee for the use of the CSP Driving Track to be charged to User shall be **Five Hundred Dollars (\$500.00)** per each eight (8) hour session. This fee shall be assessed in eight (8) hour increments.

All fees charged under this Agreement to the User, shall be paid in full to the Academy by the User prior to use of the Track or equipment. In the event that track time by the User is cancelled due to no fault of the User, the fees already paid by the User for Track time, shall be refunded to the User.

15. The User agrees to indemnify, hold harmless, and covenant not to sue, to the extent provided by law, the State of Colorado, the Colorado Department of Public Safety, the Colorado State Patrol, the Colorado State Patrol Training Academy, and all of its officers, employees, agents, and representatives, from any and all liability, that occurs as a result of any act or omission by the User, its' officers, employees,

agents, and representatives, resulting from the use of the Track by the User, its' officers, employees, agents, or representatives.

16. Should any of the parts of this Agreement be found by a court of competent jurisdiction to be invalid and of no force and effect, such decision will not affect the validity of the remaining provisions of the Agreement.

17. The provisions of this Agreement shall be interpreted according to the laws of the State of Colorado.

WHEREFORE, the parties to this Agreement hereby execute it the day and year first above written.

COLORADO STATE PATROL ACADEMY ("ACADEMY")

Director Major Jeff Sewell Date
Colorado State Patrol Academy

~~Chief Ed Brady or Designee~~ Date
~~Arvada Police Department~~
Mayor Marc Williams
City of Arvada, on behalf of the Arvada Police Department

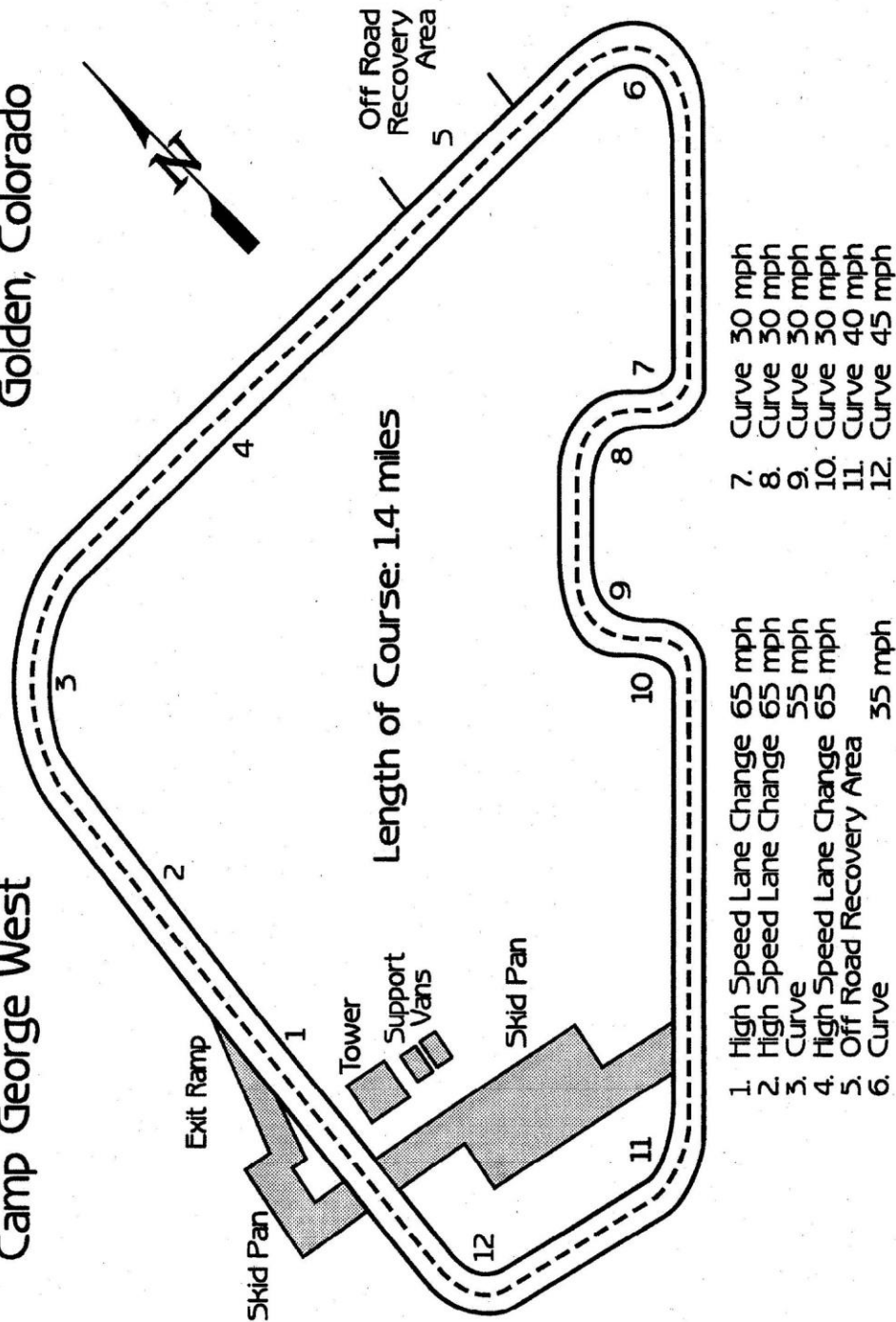
Approved as to Form:
Rachel A. Morris, City Attorney

Attest:
Kristen Rush, City Clerk

By: _____

Colorado State Patrol Driving Facility

Camp George West
Golden, Colorado





REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: R23-032, A Resolution Authorizing Acceptance of a License Agreement Between the Jefferson County Public Library and the City of Arvada for the Installation and Use of an External Camera (Presenter: Erin Green)

Report in Brief

PRESENTER: Erin Green, Technology Infrastructure and Operations Manager

The Information Technology Department and the Public Safety Department request the installation of, and access to, an external security camera on the Jefferson County Library building in Olde Town to deter criminal activity, increase public safety, and provide records of possible incidents. The camera system will be operated in accordance with all applicable laws and regulations, including data privacy and protection. Additionally, access to the camera footage will be restricted to authorized personnel who require access to investigate incidents.

The Arvada Team recommends that City Council approve R23-032, A Resolution Authorizing Acceptance of a License Agreement Between the Jefferson County Public Library and the City of Arvada for the Installation and Use of an External Camera.

Financial Impact

There is no monthly financial impact on the City of Arvada.

There would be a small financial impact on the installation of external cameras, approximately \$2,000.
01.601019.55001

Background

Previously, businesses in Olde Town were concerned about increased crime and requested increased patrol along with camera installations as an effective tool for deterring and preventing crime, as well as providing evidence in the event of an incident. The installation and use of this security camera will assist in alleviating these concerns.

Discussion

As enumerated below, there are many benefits to installing and operating this external camera:

Deterrence: The mere presence of a camera can discourage criminal activity and prevent crime before it occurs. Potential offenders are less likely to engage in illegal activity if they know they may be recorded.

Evidence: If a crime does occur, a camera can provide valuable evidence for law enforcement. The footage can identify suspects, track their movements, and provide crucial details that can help solve the crime.

Public perception: The presence of a visible camera can help increase the public's perception of safety in the area. People are more likely to feel safe and secure when they know measures are in place to deter unlawful behavior.

Cost-effective: Installing a camera can be a cost-effective way to improve public safety. A camera can monitor a large area

without additional personnel, making it an efficient use of resources.

Enhanced response time: In an emergency, a camera can help emergency responders quickly assess the situation and respond accordingly. They can provide real-time information, allowing responders to take appropriate action quickly.

Overall, installing a camera in a public place can effectively enhance public safety by deterring criminal activity, providing valuable evidence, improving the response time for emergency personnel, and providing safety assurance to the public. The installation and use of this camera at the Jefferson County Library will provide these benefits to the Old Town area.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

n/a

Strategic Alignment

This resolution aligns with the Council's Strategic Priority Areas of Safe Community and Organizational and Service Effectiveness.

Alternative Courses of Action

n/a

Recommendation for Action

The Arvada Team recommends that the City Council approve R23-032, A Resolution Authorizing Acceptance of a License Agreement Between the Jefferson County Public Library and the City of Arvada for the Installation and Use of an External Camera.

Suggested Motion:

I move that R23-032, A Resolution Authorizing Acceptance of a License Agreement Between the Jefferson County Public Library and the City of Arvada for the Installation and Use of an External Camera, be (approved) (rejected).

Prepared by:

Erin Green, Technology Infrastructure and Operations Manager

Reviewed by:

Approved by:

Craig Poley, Chief Information Officer	2/24/2023
Bryan Archer, Director of Finance	2/24/2023
Rachel Morris, City Attorney	2/28/2023
Linda Haley, Deputy City Manager	2/28/2023
Lorie Gillis, City Manager	3/8/2023

SUBJECT: R23-032, A Resolution Authorizing Acceptance of a License Agreement
Between the Jefferson County Public Library and the City of Arvada for the Installation and
Use of an External Camera (Presenter: Erin Green)

PAGE: 3
ITEM: 8.B.3.

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-032

A RESOLUTION AUTHORIZING ACCEPTANCE OF A LICENSE AGREEMENT
BETWEEN THE JEFFERSON COUNTY PUBLIC LIBRARY AND THE CITY OF ARVADA
FOR THE INSTALLATION AND USE OF AN EXTERNAL CAMERA

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a License Agreement, which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 20th day of March, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License Agreement"), dated for reference purposes only on September 1, 2022, is made and entered into between the **JEFFERSON COUNTY PUBLIC LIBRARY**, a body politic and corporate (the "Library") and **CITY OF ARVADA**, a body politic and corporate ("Licensee").

RECITALS

- A. The Library owns property located at 7525 W. 57th Avenue, Arvada CO, 80002 (the "Property").
- B. Licensee has requested, and the Library is willing to grant, a license over a portion of the property for the installation and use of an external camera (the "Licensed Use"). The License Use will occur over the portion of the Property described in Exhibit A, attached hereto (the "Licensed Area").

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Library, the parties hereby agree as follows:

LICENSE

- 1. GRANT OF LICENSE. Library by hereby grants Licensee a license to conduct the Licensed Use within the Licensed Area, together with reasonable access to the Licensed Area as described herein in Exhibit A. Prior to commencing any installation within the Licensed Area, Licensee will coordinate with the Library staff to ensure that impact to the property is minimized.
- 2. AUTHORIZED REPRESENTATIVES. The Library representative is Brad Green, Technology and Innovation Systems and Security Manger, or his designee. The Licensee representative is Erin Green, Technology Infrastructure and Operations Manager. The Licensee may change the Licensee Representative upon the County's prior written approval.
- 3. INSURANCE REQUIREMENTS. Prior to commencing the licensed use, Licensee shall provide the Library a certificate of insurance which complies with the requirements set forth in Exhibit B, and attached hereto.
- 4. LICENSE AGREEMENT TERM. This term of this License shall commence upon full execution and continue until terminated in accordance with this License Agreement.
- 5. LICENSE AGREEMENT FEE. There shall be no fee for the grant of this license.
- 6. TERMINATION. Either party may terminate this license agreement upon 30 days written notice.
 - 6.1 If Licensee ceases its use of Licensed Area for a period of 90 days, this License Agreement shall terminate.
 - 6.2 Upon termination of this License Agreement, Licensee shall properly promptly restore and reclaim the Property to the Library's satisfaction.
 - 6.3 Licensee property remaining within the Licensed Area for 30 days after termination of this License Agreement shall be deemed abandoned and the Library shall have right to dispose of the property. Licensee will be liable for all costs associated with the disposal of Licensee's property under this section.

7. EXERCISE OF LICENSE AGREEMENT RIGHTS. Licensee shall exercise the rights granted under this license in such a manner as to avoid any impact to the Library's use of property.
8. HAZARDOUS MATERIALS. Licensee shall not introduce, place or use hazardous materials on the Property. "Hazardous Materials" means flammable or explosive materials, petroleum or petroleum products, oil, crude oil, methane gas or synthetic gas usable for fuel, radioactive materials, asbestos or any hazardous, toxic or dangerous substances, materials or wastes which are regulated under any applicable county, municipal, state or federal law, rule, ordinance, direction, or regulations as may be amended from time to time.
9. MAINTENANCE OF LICENSED AREA. Licensee shall be solely responsible for maintenance and repair of the Licensed Area during the term of this license agreement. Licensee shall be liable to the Library for all reasonable repair and maintenance performed by the Library as a result of Licensees failure to do so.
10. DAMAGE TO PROPERTY OR PERSON. Licensee shall promptly advise the Library representative of all damages to property of the Library or of others and injuries incurred by persons in any matter relating, either directly or indirectly, to the property for the activity subscribed herein.
11. PERSONAL RIGHT. This license is a personal right to Licensee, does not run with the land, and may not be assigned.
12. LIBRARY AND PUBLIC USE. On behalf of itself in the Licensees and invitees, the Library reserves the right to use and occupy the property and Licensed Area for any purpose not inconsistent with the rights and privileges granted herein and which would not interfere with Licensees use thereof. Licensee and Licensee's agents agree to exercise the access rights granted herein in a manner that does not endanger Library; for example, Licensee and Licensee's agents shall always maintain a safe speed while traveling on the property, and shall not block the use of the property. By this grant the Library is not assuming any obligation to prevent the public from accessing the licensed area.
13. STATUTORY PROTECTIONS. By entering into this license, neither the Library nor Licensee is waiving any limits on liability or protections provided by law, including the Colorado Government Immunity Act, C.R.S., Section 24-10-101, et seq.
14. RELEASE. The Library shall not be liable to Licensee or any other persons or entity whatsoever for any injury or damage to persons or property occasioned by the reason of the use by the Licensee in its agents of the property including the Licensed Area, or by reason of any act or thing done or omitted to be done during the term of this License Agreement by Licensee or its agents. In consideration for this License Agreement, Licensee does hereby, to the maximum extent allowed by law, release, wave, and discharge the Library, it's officials, agents, employees, successors and insurers, from and against any and all claims, damages, losses, injuries and expenses, including costs and attorney fees, which arise out of Licensees acts or omissions. The terms of this paragraph shall survive the termination of this License Agreement.
15. ENCUMBRANCES TO TITLE. Licensee's use of the property is subject to all prior encumbrances, restrictions, rights, claims and interests of record, or otherwise.
16. AMENDMENT. This License Agreement constitutes the entire agreement of the parties. No provisions regarding the subject matter of this License Agreement, other than those expressly set forth in this License Agreement, will be of any force in effect. No modification, change or alteration

of this License Agreement, other than those expressly set forth in this License Agreement, will be any force or effect, unless in writing and signed by the parties.

17. SIGNATURE AUTHORITY. The undersigned Licensee represents and warrants he/she is authorized to execute this license on behalf of the Licensee.
18. ENFORCEMENT COSTS. Licensee is responsible for all reasonable costs and fees incurred by the Library to enforce the terms of this License Agreement.
19. LICENSE AGREEMENT ENFORCEMENT. Enforcement of the terms of this License Agreement will be at the discretion of the Library in any forbearance by the Library to exercise its rights under this License Agreement will not be deemed or construed to be a waiver of such breach or of any subsequent breach of the same or any other term of this License Agreement or of the Library's rights under this License Agreement. No delay or omission by the Library in exercise of any right or remedy will impair such right or remedy to be construed as a waiver.
20. REGULATORY REQUIREMENTS. This license agreement is not intended to convey or imply the approval of any federal, state, or local regulatory or government agency, including Jefferson County, with respect to any actions which Licensee may take under the terms of this License Agreement or otherwise relating to the property.
21. EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES. This License Agreement may be executed in two counterparts, each of which may be deemed an original, but all of which shall constitute one in the same instrument. The parties approve the use of the electronic signatures for the execution of this License. All documents must be properly notarized, if applicable. All use of the electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.
22. NOTICES. All notices, demands, requests and other communications required or permitted under this License Agreement will be in writing and will be deemed delivered when actually received, on the next business day after receipt, or, if earlier, and regardless of whether actually received or not, three days after deposit in the United States mails, first class, postage prepaid, registered or certified addressed as follows:

The Library:

Jefferson County Public Library
Manager Budget and Finance
10200 W 20th Ave
Lakewood CO 80215
Tel: 303-235-5275
Email: contracts@jeffcolibrary.org

With a copy to:

Jefferson County Attorney
100 Jefferson County Parkway
Golden, Colorado 80419-5500
Tel: 303-271-8900
Email: CAOContracts@jeffco.us

The Licensee:

City of Arvada
Attn: Marc Williams, Mayor
8101 Ralston Road
Arvada, Colorado 80002
Tel: 303-424-4486
Email: mwilliams@arvada.org

With a copy to:

Arvada City Attorney's Office
8101 Ralston Road
Arvada, Colorado 80002
Tel: 720-898-7180
Email: rmorris@arvada.org

Any party may change its address by giving notice to the other parties as provided for above.

JEFFERSON COUNTY PUBLIC LIBRARY

By: _____
Donna R. Walker, Executive Director

APPROVED AS TO FORM:

Kurtis D. Behn
Assistant County Attorney

LICENSEE:
CITY OF ARVADA, STATE OF COLORADO

By: _____
Marc Williams, Mayor

APPROVED AS TO FORM:

Rachel A. Morris

By: _____
Laura Hemler
Assistant City Attorney II

ATTEST:

City Clerk

Exhibit A





	INSURANCE REQUIREMENTS – EXHIBIT B	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County’s certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability and auto liability policies.	Waived
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer’s liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required

	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: CB23-005, An Ordinance Repealing and Reenacting Section 54-36, MTC Part 8 "Pedestrians" Amended, of Article II, Model Traffic Code, of Chapter 54, Motor Vehicles and Traffic, and Adding Section 62-52, Obstruction of Public Passageways, to Article II, Miscellaneous Offenses, of Chapter 62, Offenses (Ordinance No. 4838) (Presenter: Janelle Miller)

Report in Brief

PRESENTER: Janelle Miller

This ordinance proposes amendments to the Arvada City Code regarding obstructions on sidewalks and crosswalks. It expands the areas that citizens would be prohibited from obstructing, to include alleys, stairwells, etc. in addition to sidewalks and crosswalks (collectively, "passageways"). It broadens the definition of "obstruct", to include the placement of furniture or other personal property in the passageway, rendering a passageway hazardous, etc. It also reclassifies the charge as a misdemeanor ordinance violation, rather than a non-criminal traffic infraction.

The proposed ordinance helps to ensure that all citizens have full access to all City passageways, including those with limited mobility, by prohibiting the obstruction of City passageways.

The Arvada team recommends that the City Council approve CB23-005, An Ordinance Repealing and Reenacting Section 54-36, MTC Part 8 "Pedestrians" Amended, of Article II, Model Traffic Code, of Chapter 54 Motor Vehicles and Traffic, and Adding Section 62-52, Obstruction of Public Passageways, to Article II, Miscellaneous Offenses, of Chapter 62, Offenses.

Financial Impact

No anticipated financial impact.

Background

In 2013, the City adopted the 2010 edition of the "Model Traffic Code for Colorado." In its adoption, the City amended Part 8, "Pedestrians", adding section 809. Section 809 contains two violations. First, section 809 prohibits the obstruction of sidewalks and crosswalks. For purposes of enforcement, an obstruction occurs when it becomes necessary for a pedestrian to leave the sidewalk or crosswalk and walk on the adjacent property or street. Subject to a few exceptions, section 809 also prohibits stopping, standing in, or occupying a crosswalk for a period of time than reasonably necessary to cross over the roadway. Both of these violations are considered non-criminal traffic infractions, punishable by a fine not to exceed \$2650 as set forth in A.C.C. §1-5.

Recently, City staff realized that there are several gaps in section 809, both as it relates to the criminal conduct itself and subsequent sentencing.

The first issue relates to the limitations created by the definitions of "sidewalks" and "crosswalks." For instance, if an individual were to place a significant amount of personal property in the landing of a public stairwell, rendering the stairwell unusable for other pedestrians, under the current ordinance, the individual could not be charged with obstruction, as the stairwell does not meet the definition of a sidewalk or crosswalk. This ordinance expands the areas that citizens would be

SUBJECT: CB23-005, An Ordinance Repealing and Reenacting Section 54-36, MTC Part 8 "Pedestrians" Amended, of Article II, Model Traffic Code, of Chapter 54, Motor Vehicles and Traffic, and Adding Section 62-52, Obstruction of Public Passageways, to Article II, Miscellaneous Offenses, of Chapter 62, Offenses (Ordinance No. 4838) (Presenter: Janelle Miller)

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prohibited from obstructing, to include alleys, railways, etc. in addition to sidewalks and crosswalks (collectively, "passageways").

The second issue is that categorizing the violation as a non-criminal traffic infraction causes confusion when sentencing an individual for obstructing a sidewalk. When sentencing a defendant in a traffic case, the court generally considers factors such as the seriousness of the traffic charge (ex. driving 40 MPH over the speed limit vs. making a u-turn where prohibited by sign), the defendant's driving history, and any potential mitigating information. Sentences in traffic cases generally include the assessment of fines or, in some instances, traffic school. However, when a defendant is charged with "Obstruction of Sidewalks and Crosswalks", traditional sentencing approaches for this type of traffic infraction may not be feasible or appropriate. For example, the defendant may be experiencing homelessness and may not have the financial resources to pay a fine. Sentencing a defendant to traffic school would also be of little benefit. By reclassifying this charge as a misdemeanor ordinance violation, sentencing options are opened up for the court, to include participation in the One Small Step program (ex. 10 days jail suspended upon compliance with the One Small Step program for up to 12 months).

City departments who frequently interact with defendants charged with "Obstruction of Sidewalks and Crosswalks", including the Police Department, City Attorney's Office, and Municipal Court are supportive of these proposed changes.

Discussion

The primary changes to the existing "Obstruction of Sidewalks and Crosswalks" ordinance include:

- Broader definition of "obstruct"
- Expansion of area coverage (i.e. beyond just sidewalks and crosswalks)
- Re-classification of the violation type
- Heightened potential penalties

From the perspective of City staff, the proposed changes benefit the Police Department, City Attorney's Office, and Municipal Court. The changes allow for greater enforcement by the Police Department in areas that, while obstructed, fell outside of the definition of a sidewalk or crosswalk. It also allows prosecutors in the City Attorney's Office and Municipal Court to structure more appropriate sentences for individuals convicted of "Obstruction of Sidewalks and Crosswalks" to address potential underlying issues, going beyond traditional sentencing structures for traffic cases.

From a defendant's perspective, one concern with the proposed change is the possibility of imprisonment. However, the possibility of imprisonment for this type of violation is consistent with penalties in other cities for similar violations (ex. City of Englewood).

From the perspective of the community, this ordinance helps to ensure that City passageways are kept free and clear of obstructions. City staff have received complaints from pedestrians and local businesses about City passageways being blocked. This ordinance helps to remedy those complaints. Additionally, the ordinance helps to ensure compliance with the Americans with Disabilities Act (ADA) by providing all individuals, including those with limited mobility, full and unimpeded access to City passageways.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

SUBJECT: CB23-005, An Ordinance Repealing and Reenacting Section 54-36, MTC Part 8 "Pedestrians" Amended, of Article II, Model Traffic Code, of Chapter 54, Motor Vehicles and Traffic, and Adding Section 62-52, Obstruction of Public Passageways, to Article II, Miscellaneous Offenses, of Chapter 62, Offenses (Ordinance No. 4838) (Presenter: Janelle Miller)

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Strategic Alignment

This ordinance helps to meet one of City Council's strategic results:

"By 6/2023 complete revisions to Chapter 62 of the ACC to be more consistent with Colorado State criminal laws to facilitate prosecution of defendants in the Municipal Court and help hold defendants accountable for their conduct."

This ordinance amends a section within Chapter 62. The ordinance helps to facilitate the prosecution of defendants for obstructing public passageways and holds defendants accountable by expanding possible penalties.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-005, An Ordinance Repealing and Reenacting Section 54-36, MTC Part 8 "Pedestrians" Amended, of Article II, Model Traffic Code, of Chapter 54 Motor Vehicles and Traffic, and Adding Section 62-52, Obstruction of Public Passageways, to Article II, Miscellaneous Offenses, of Chapter 62, Offenses.

Suggested Motion:

I move that CB23-005, An Ordinance Repealing and Reenacting Section 54-36, MTC Part 8 "Pedestrians" Amended, of Article II, Model Traffic Code, of Chapter 54 Motor Vehicles and Traffic, and Adding Section 62-52, Obstruction of Public Passageways, to Article II, Miscellaneous Offenses, of Chapter 62, Offenses be (approved on final reading, numbered 4838 and ordered published by title only) (rejected).

Prepared by:

Alyssa Gleinn, Legal Specialist-Prosecution

Reviewed by:

Approved by:

Janelle Miller, Assistant City Attorney 2/23/2023

Ed Brady, Deputy Police Chief 2/23/2023

Rachel Morris, City Attorney 2/24/2023

Lorie Gillis, City Manager 3/8/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-005
ORDINANCE NO. 4838

AN ORDINANCE REPEALING AND REENACTING SECTION 54-36, MTC PART 8 “PEDESTRIANS” AMENDED, OF ARTICLE II, MODEL TRAFFIC CODE, OF CHAPTER 54, MOTOR VEHICLES AND TRAFFIC, AND ADDING SECTION 62-52, OBSTRUCTION OF PUBLIC PASSAGEWAYS, TO ARTICLE II, MISCELLANEOUS OFFENSES, OF CHAPTER 62, OFFENSES

WHEREAS, the City wishes to clarify certain provisions of the Model Traffic Code; and

WHEREAS, the purpose of City passageways is to provide a means of pedestrian transportation, including pedestrians with limited mobility; and

WHEREAS, passageways that are rendered impassable by various types of obstructions hinders pedestrians’ ability to utilize the passageways for their intended purpose; and

WHEREAS, the City wishes to clarify conduct that constitutes obstructing.

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

Section 1. Section 54-36, MTC Part 8 “Pedestrians” amended, of Article II, Model Traffic Code, of Chapter 54, Motor Vehicles and Traffic, is hereby repealed and reenacted to read as follows:

“Sec. 54-36. MTC Part 8 “Pedestrians” amended.

The Model Traffic Code is hereby amended by amending section 802 of Part 8 to read as follows:

802. Pedestrians' right-of-way in crosswalks.

- (1) When traffic control signals are not in place or not in operation, the driver of a vehicle shall yield the right-of-way, slowing down or stopping if need be to so yield, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the half of the roadway upon which the vehicle is traveling or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.
- (2) Subsection (1) of this section shall not apply under the conditions stated in section 803.
- (3) No pedestrian shall suddenly leave a curb or other place of safety and ride a bicycle, ride an electrical assisted bicycle, ride an electric scooter, walk, or run into the path of a moving vehicle that is so close as to constitute an immediate hazard.
- (4) Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver

of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

- (5) Whenever special pedestrian-control signals exhibiting "Walk" or "Don't Walk" word or symbol indications are in place, as declared in the traffic control manual adopted by the department of transportation, such signals shall indicate and require as follows:
 - (a) "Walk" (steady): While the "Walk" indication is steadily illuminated, pedestrians facing such signal may proceed across the roadway in the direction of the signal indication and shall be given the right of-way by the drivers of all vehicles.
 - (b) "Don't Walk" (steady): While the "Don't Walk" indication is steadily illuminated, no pedestrian shall enter the roadway in the direction of the signal indication.
 - (c) "Don't Walk" (flashing): Whenever the "Don't Walk" indication is flashing, no pedestrian shall start to cross the roadway in the direction of such signal indication, but any pedestrian who has partly completed crossing during the "Walk" indication shall proceed to a sidewalk or to a safety island, and all drivers of vehicles shall yield to any such pedestrian.
 - (d) Whenever a signal system provides for the stopping of all vehicular traffic and the exclusive movement of pedestrians and "Walk" and "Don't Walk" signal indications control such pedestrian movement, pedestrians may cross in any direction between corners of the intersection offering the shortest route within the boundaries of the intersection while the "Walk" indication is exhibited, if signals and other official devices direct pedestrian movement in such manner consistent with section 803 (4).
- (6) Any person who violates any provision of this section commits a class A traffic infraction."

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

Section 2. Section 62-52, Obstruction of public passageways, of Article II, Miscellaneous Offenses, of Chapter 62, Offenses, of the Arvada City Code, is hereby added to read as follows:

"Sec. 62-52. Obstruction of public passageways.

- (a) *Definitions.* As used in this section:
 - (1) *Obstruct* means to render a passageway impassable or make passage thereupon unreasonably inconvenient or hazardous; to place furniture or other personal property upon a passageway unless incidental to the lawful use of the passageway; to stop or stand within or occupy a crosswalk for a period of time

longer than that reasonably necessary to cross over the roadway, except when necessary to avoid conflict with vehicular traffic, or in compliance with the direction of a police officer or an official traffic control device; or to cause a violation of other applicable law, such as the Americans with Disabilities Act, to occur or exist the passageway.

- (2) *Passageway* means an alley, building entrance, public elevator or entrance to a public elevator, sidewalk, stairway, stairwell or stairwell landing, railway, creek, creek bank or other waterway, or any other public place used for the passage of persons, vehicles, or conveyances.
 - (3) *Person with authority to control the use of the premises* means a uniformed peace officer, emergency medical technician, paramedic, firefighter, or city employee acting within the course and scope of their duties.
 - (4) *Public place* means property owned by the City or other political subdivision of the State.
- (b) *Unlawful Act.* No person shall intentionally, knowingly, or recklessly:
- (1) Obstruct a passageway, whether the obstruction was created by the person acting alone or with others; or
 - (2) Disobey a reasonable request or order to end or discontinue an obstruction of a passageway that is issued by a person with authority to control the use of the premises to maintain public safety.
- (c) *Exception.* Subsection (b)(1) shall not apply to an obstruction caused by a medical emergency, or by attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted in the public right-of-way pursuant to any permit or license issued by the city, or as otherwise authorized by law.
- (d) *Penalty.* Any violation of this section shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.”

Section 3. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of constitutionality of the remaining portions of this ordinance. The City Council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. This ordinance shall become effective five days after publication.

INTRODUCED, READ, AND ORDERED PUBLISHED this 6th day of March, 2023.

PASSED, ADOPTED, AND APPROVED this 20th day of March, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

Publication Dates: March 9, 2023
 March 23, 2023

REDLINE/STRIKEOVER VERSION

FOR INFORMATION ONLY – NOT PART OF THE ORDINANCE

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

Sec. 54-36. MTC Part 8 "Pedestrians" amended.

The Model Traffic Code is hereby amended by amending section 802 of Part 8 to read as follows:

802. Pedestrians' right-of-way in crosswalks.

- (1) When traffic control signals are not in place or not in operation, the driver of a vehicle shall yield the right-of-way, slowing down or stopping if need be to so yield, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the half of the roadway upon which the vehicle is traveling or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.
- (2) Subsection (1) of this section shall not apply under the conditions stated in section 803.
- (3) No pedestrian shall suddenly leave a curb or other place of safety and ride a bicycle, ride an electrical assisted bicycle, ride an electric scooter, walk, or run into the path of a moving vehicle that is so close as to constitute an immediate hazard.
- (4) Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.
- (5) Whenever special pedestrian-control signals exhibiting "Walk" or "Don't Walk" word or symbol indications are in place, as declared in the traffic control manual adopted by the department of transportation, such signals shall indicate and require as follows:
 - (a) "Walk" (steady): While the "Walk" indication is steadily illuminated, pedestrians facing such signal may proceed across the roadway in the direction of the signal indication and shall be given the right of-way by the drivers of all vehicles.
 - (b) "Don't Walk" (steady): While the "Don't Walk" indication is steadily illuminated, no pedestrian shall enter the roadway in the direction of the signal indication.

- (c) "Don't Walk" (flashing): Whenever the "Don't Walk" indication is flashing, no pedestrian shall start to cross the roadway in the direction of such signal indication, but any pedestrian who has partly completed crossing during the "Walk" indication shall proceed to a sidewalk or to a safety island, and all drivers of vehicles shall yield to any such pedestrian.
- (d) Whenever a signal system provides for the stopping of all vehicular traffic and the exclusive movement of pedestrians and "Walk" and "Don't Walk" signal indications control such pedestrian movement, pedestrians may cross in any direction between corners of the intersection offering the shortest route within the boundaries of the intersection while the "Walk" indication is exhibited, if signals and other official devices direct pedestrian movement in such manner consistent with section 803 (4).
- (6) Any person who violates any provision of this section commits a class A traffic infraction.

~~809. Obstruction of sidewalks and crosswalks.~~

~~(1) Definitions:~~

~~Crosswalk. For purposes of this section, "crosswalk" shall have the same meaning as that set forth in the MTC Definitions Appendix, and shall include that portion of a roadway which lies between a lane of traffic moving straight ahead and a lane of traffic used as a right hand turn lane, which may have a completely flat or partially raised surface area, which is intended for pedestrian crossing between these lanes of traffic, and which is known as a "right-turn raised median."~~

- ~~(2) It shall be unlawful for any person to knowingly obstruct a sidewalk or crosswalk by blocking or obstructing the sidewalk or crosswalk so that it becomes necessary for any pedestrian to leave the sidewalk or crosswalk and walk on adjacent property or on the street.~~

~~(a) Nothing in this subsection shall be interpreted as prohibiting any person from stopping on any sidewalk to talk or to engage in other protected activities, so long as the person does not stand in such a location that it is impossible for any pedestrian to travel along the sidewalk without leaving the sidewalk and walking on adjacent property or the street. If two or more persons are engaged in talking while stopped on a sidewalk, they shall not stand in such locations as to prevent any pedestrian from passing them on the sidewalk.~~

- ~~(3) It shall be unlawful for any person to stop or stand within or occupy a crosswalk for a period of time longer than that reasonably necessary to cross over the roadway, except when necessary to avoid conflict with vehicular traffic, or in~~

~~compliance with the direction of a police officer or an official traffic control device.~~

~~(a) It shall be an affirmative defense to a charge brought under this subsection that a person:~~

~~(I) Stops or stands within a crosswalk due to a medical emergency; or~~

~~(II) Is attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted in the public right-of-way pursuant to any permit or license issued by the city.~~

“Sec. 62-52. Obstruction of public passageways.

(a) Definitions. As used in this section:

(1) Obstruct means to render a passageway impassable or make passage thereupon unreasonably inconvenient or hazardous; to place furniture or other personal property upon a passageway unless incidental to the lawful use of the passageway; to stop or stand within or occupy a crosswalk for a period of time longer than that reasonably necessary to cross over the roadway, except when necessary to avoid conflict with vehicular traffic, or in compliance with the direction of a police officer or an official traffic control device; or to cause a violation of other applicable law, such as the Americans with Disabilities Act, to occur or exist the passageway.

(2) Passageway means an alley, building entrance, public elevator or entrance to a public elevator, sidewalk, stairway, stairwell or stairwell landing, railway, creek, creek bank or other waterway, or any other public place used for the passage of persons, vehicles, or conveyances.

(3) Person with authority to control the use of the premises means a uniformed peace officer, emergency medical technician, paramedic, firefighter, or city employee acting within the course and scope of their duties.

(4) Public place means place owned by the City or other political subdivision of the State.

(b) Unlawful Act. No person shall intentionally, knowingly, or recklessly:

(1) Obstruct a passageway, whether the obstruction was created by the person acting alone or with others; or

(2) Disobey a reasonable request or order to end or discontinue an obstruction of a passageway that is issued by a person with authority to control the use of the premises to maintain public safety.

(c) Exception. Subsection (b)(1) shall not apply to an obstruction caused by a medical emergency, or by attending a parade, festival, performance, rally, demonstration, meeting,

or similar event conducted in the public right-of-way pursuant to any permit or license issued by the city, or as otherwise authorized by law.

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



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.B.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 2023

SUBJECT: CB23-006, An Ordinance Amending Article IV - Liquor Tastings, of Chapter 6, Alcoholic Beverages, of the Arvada City Code (Ordinance No. 4839) (Presenter: Kylie Justus)

Report in Brief

PRESENTER: Kylie Justus

On November 8, 2022, Colorado held an election where voters passed Proposition 125 allowing grocery and convenience stores to sell wine as of March 2023. Proposition 125 amended the Colorado Revised Statutes to automatically convert fermented malt beverage retailer licenses to fermented malt beverage and wine retailer licenses. The new fermented malt beverage and wine retailer license allows licensees to offer tastings within their licensed premises. This ordinance updates the City Code to comply with the change in State law.

The Arvada team recommends that the City Council approve CB23-006, An Ordinance Amending Article IV - Liquor Tastings, of Chapter 6, Alcoholic Beverages, of the Arvada City Code.

Financial Impact

There is no cost to the City. The City may collect fees from licensees when issuing the tasting permits.

Background

On November 8, 2022, Colorado held an election where voters passed Proposition 125 allowing grocery and convenience stores to sell wine as of March 2023. Proposition 125 amended the Colorado Revised Statutes to automatically convert fermented malt beverage retailer licenses to fermented malt beverage and wine retailer licenses. The new fermented malt beverage and wine retailer license allows licensees to offer tastings within their licensed premises. Arvada's City Code already permits liquor tastings. This ordinance only updates the City Code to comply with the change in State law licensing.

Discussion

Article IV of Chapter 6 of the City Code permits the city clerk to accept applications for tastings to be conducted by retail liquor stores and liquor-licensed drugstores. With the passing of Proposition 125, this amendment to the City Code permits fermented malt beverage and wine retailers to also apply for a tasting permit.

Public Contact

This update to the Code is in accordance with the Colorado voters' approval of Proposition 125 and subsequent change to state law. Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

The Colorado Revised Statutes were updated when Proposition 125 passed. Fermented malt beverage retailer licenses were automatically converted to fermented malt beverage and wine retailer licenses. This amendment to the Code reflects the update to Colorado State law passed by the voters.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-006, An Ordinance Amending Article IV - Liquor Tastings, of Chapter 6, Alcoholic Beverages, of the Arvada City Code.

Suggested Motion:

I move that CB23-006, An Ordinance Amending Article IV - Liquor Tastings, of Chapter 6, Alcoholic Beverages, of the Arvada City Code, be (approved on final reading, numbered 4839 and ordered published by title only) (rejected).

Prepared by:
Kylie Justus, Assistant City Attorney

Reviewed by:

Approved by:

Gail Walker, Legal Specialist-Contracts	2/23/2023
Kelsy Sargent, Assistant City Attorney	2/28/2023
Sarah Walters, Deputy City Clerk	2/28/2023
Kristen Rush, City Clerk	2/28/2023
Rachel Morris, City Attorney	3/8/2023
Lorie Gillis, City Manager	3/8/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-006

ORDINANCE NO. 4839

AN ORDINANCE AMENDING ARTICLE IV – LIQUOR TASTINGS, OF CHAPTER 6,
ALCOHOLIC BEVERAGES, OF THE ARVADA CITY CODE

WHEREAS, on November 8, 2022, Colorado held an election where voters passed Proposition 125 allowing grocery and convenience stores to sell wine as of March 2023; and

WHEREAS, Proposition 125 amended the Colorado Revised Statutes to automatically convert fermented malt beverage retailer licenses to fermented malt beverage and wine retailer licenses; and

WHEREAS, the new fermented malt beverage and wine retailer license allows licensees to offer tastings within their premises.

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

Section 1. Article IV – Liquor Tastings of Chapter 6, Alcoholic Beverages, of the Arvada City Code is hereby amended to read as follows:

“ARTICLE IV. LIQUOR TASTINGS

Sec. 6-151. State law applicable.

C.R.S. § 44-3-301(10), as may be amended from time to time, shall apply to tastings under this article.

Sec. 6-152. Definition.

"Tastings" means the sampling of malt, vinous, or spirituous liquors that may occur on the premises of a retail liquor store licensee, fermented malt beverage and wine retailer licensee, or liquor-licensed drugstore licensee by adult patrons of the licensee pursuant to the provisions of C.R.S. § 44-3-301(10).

Sec. 6-153. Authorization.

The city hereby authorizes the city clerk to accept applications for tastings to be conducted by retail liquor store, fermented malt beverage and wine retailer, and liquor-licensed drugstore licensees in accordance with this section and pursuant to C.R.S. § 44-3-301(10)(a).

Sec. 6-154. Application for permit.

Any retail liquor store, fermented malt beverage and wine retailer, or liquor-licensed drugstore licensee wishing to conduct tastings shall submit an application for a permit to the city clerk on forms provided by the city clerk's office. Such application shall be accompanied by a non-refundable annual fee as set by the city.

Sec. 6-155. Term of permit.

The tastings permit shall be valid for a period of one year, and shall run and expire concurrently with the license of the retail liquor store, fermented malt beverage and wine retailer, or liquor-licensed drugstore; except, that the first tastings permit issued to a retail liquor store, fermented malt beverage and wine retailer, or liquor-licensed drugstore licensee shall be valid only until the expiration of the current license.

Sec. 6-156. Unlawful acts.

It is unlawful for anyone to conduct tastings without first having obtained a permit to do so in accordance with this article.

Secs. 6-157—6-160. Reserved.”

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The city council declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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

INTRODUCED, READ, AND ORDERED PUBLISHED this 6th day of March, 2023.

PASSED, ADOPTED, AND APPROVED this 20th day of March, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

Publication Dates: March 9, 2023
 March 23, 2023

REDLINE/STRIKEOVER VERSION

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Sec. 6-152. Definition.

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Sec. 6-156. Unlawful acts.

It is unlawful for anyone to conduct tastings without first having obtained a permit to do so in accordance with this article.

Secs. 6-157—6-160. Reserved.”



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: March 20, 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
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: March 20, 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 2/28/2023

Lorie Gillis, City Manager 3/8/2023

Enclosure, exhibits & attachments required to support the report

2023 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Meeting Cancelled – NLC Conference	Mar 27	
Sub-area Plans As part of the implementation of the Land Development Code (LDC), the City team has begun to create a series of “Sub-Area Plans” which will focus on targeted areas around the City. The primary areas of interest are places that could see infill or redevelopment over the next five to ten years. These areas include Northwest Arvada, the New Town area to name a few. These plans will help the Development Review team incorporate the community's vision into development that happens within the plan areas. Next Steps: Pending feedback received during the workshop, the New Town and Northwest Sub-Area Plans will be scheduled for Planning Commission and City Council consideration and approval.	April 10	CED
Pocket Neighborhoods During the 2021 City Council retreat, the City Council developed a concept for a "pocket neighborhood". A pocket neighborhood is a local commercial use embedded in a residential neighborhood. Tonight, the City team will discuss a draft ordinance that creates the opportunity to have pocket neighborhoods within the City. Next Steps: Pending feedback received during the workshop, the Pocket Neighborhood ordinance will be scheduled for Planning Commission and City Council consideration and approval.	April 10	CED
	April 24	
Olde Town Strategic Reinvestment Plan Over the past year the City team has been engaged with DIG Studio to work with the community to create a strategic vision for Olde Town. The community has been heavily engaged in this process, which has led to a draft plan. The draft plan, with recommendations will be presented at the workshop. Next Steps: Following the presentation the City team will update the draft plan with the City Council's input. The plan will then be placed online for a 30 day public comment period. Following that period the plan will be brought back to City Council, along with the public comment, for the City Council to consider adoption of the plan.	May 8	
	May 22	
Bond Project Update	Jun 12	PW
Budget Presentation to Council – 10-year models	June 12	Fin
Budget Presentation to Council – 10-year CIP	June 12	Fin
Smart Meters Update	July 24	Utilities
Bond Project Update	Sept 25	PW
Budget Workshop – Work System Changes	Sept 25	Fin
Water Infrastructure for Fire Protection	Oct 9	Utilities
Budget Workshop – Pay Plan	Oct 9	Fin
Bond Project Update	Dec 11	PW
Infrastructure Annual Report	Dec 11	Utilities/PW
STUDY SESSIONS		
Sustainability	TBD	
PRESENTATIONS		
Workshop TBD's		
Budget and Fiscal Policy Update	TBD	
Tour of Pavement Operations	TBD	

Pavement Programs	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 identified infrastructure and core service funding gaps.	TBD	Fin
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
Problem Properties	TBD	P.D.
Activation of Historical Assets	TBD	VCN
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO
COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat		