



City of Arvada

City Council Agenda

OCTOBER 23, 2023
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:

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

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
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
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 Williams
3. Roll Call of Councilmembers
4. Approval of Minutes - None
5. Recognitions and Communications
 - A. Recognition of Arvada Service Clubs - Celebrate Community Week - Presented by Councilmember Simpson
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R23-095, A Resolution Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Sign a Quote in an amount not to Exceed \$707,899.50 to the Statewide Internet Portal Authority ("SIPA") for the Purchase of Google Workspace Product Licenses
 2. R23-099, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and 4600 W. 60th Avenue, LLC Located at 4600 W. 60th Avenue, Arvada, CO 80003

3. R23-100, A Resolution Authorizing Change Order No. 3 to An Agreement by and between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road – Yukon Street to Garrison Street in an Amount not to Exceed \$3,577,701.82 for a revised total contract amount not to exceed \$16,284,467.63.

B. Resolutions

1. R23-096, A Resolution Accepting Submission of the Arvada Police Department Facial Recognition Accountability Report in Accordance with C.R.S. 24-18-302(4) (Presenter: Aaron Jacks, Sr. Asst. City Attorney)
2. R23-097, A Resolution Authorizing an Intergovernmental Agreement Between Jefferson County R-1 School District and the City Of Arvada on behalf of the Arvada Police Department for the School Resource Officer Program (Presenter: Aaron Jacks, Sr. Asst. City Attorney)
3. R23-098. A Resolution By City Council for the City of Arvada, Colorado to Approve the Olde Town Arvada Strategic Reinvestment Plan (Presenter: Patty McCartney, Long Range Senior Planner)

C. Ordinances (First Reading) - None

9. Other

10. Public Hearings - 6:15 PM

- A. Community Comments on the Application Process for the Community Development Block Grant 2024 Annual Action Plan and 2024 Human Services Funding Pool

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



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 23, 2023

SUBJECT: Recognition of Arvada Service Clubs - Celebrate Community Week - Presented by Councilmember Simpson

Report in Brief

Celebrate Community Week, an annual collaborative initiative from the service organizations Kiwanis International, Lions International, Optimist International, and Rotary International, took place the week of September 11-17, 2023. To celebrate Community Week, local members of these clubs were encouraged to work together on collaborative service projects and showcase the value of service in our communities.

On September 16, 2023, 29 volunteers from five service clubs observed Celebrate Community Week by volunteering to clean up several miles of Arvada Streets. The service clubs that participated in the clean up effort were the following:

Arvada Jefferson Kiwanis
Arvada Lions
Arvada Sunrise Rotary
Lake Arbor Optimists
Purpose Driven Optimists

The volunteers picked up litter from along the following streets:

W 72nd Avenue between Kipling Street and Carr Street
W 64th Ave (CDOT)
W 80th Ave between Wadsworth Bypass and Kipling Street

City Council will present a Certificate of Recognition to each of the five clubs for their service to the Arvada Community.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 10/3/2023
Laura Hemler, Assistant City Attorney 10/3/2023

Approved by:

Linda Haley, Deputy City Manager 10/3/2023
Rachel Morris, City Attorney 10/9/2023
Lorie Gillis, City Manager 10/9/2023

Enclosure, exhibits & attachments required to support the report

SUBJECT:

Recognition of Arvada Service Clubs - Celebrate Community Week - Presented by
Councilmember Simpson

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REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 23, 2023

SUBJECT: Consent Agenda

Report in Brief

R23-095, A Resolution Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Sign a Quote in an amount not to Exceed \$707,899.50 to the Statewide Internet Portal Authority ("SIPA") for the Purchase of Google Workspace Product Licenses

R23-099, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and 4600 W. 60th Avenue, LLC Located at 4600 W. 60th Avenue, Arvada, CO 80003

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: October 23, 2023

SUBJECT: R23-095, A Resolution Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Sign a Quote in an amount not to Exceed \$707,899.50 to the Statewide Internet Portal Authority ("SIPA") for the Purchase of Google Workspace Product Licenses

Report in Brief

The City needs to renew the subscription for Google Workspace Product Licenses, which provides email and other similar electronic communication technology.

The Arvada team recommends that the City Council approve R23-095, A Resolution Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Sign a Quote in an amount not to Exceed \$707,899.50 to the Statewide Internet Portal Authority ("SIPA") for the Purchase of Google Workspace Product Licenses

Financial Impact

This yearly renewal request for Google Enterprise workspace for \$235,966.50 annually is currently funded from the Computer Maintenance fund 52.560011.54016, and increases to subscription licenses have been increased during the budget process.

Background

The City of Arvada entered into an Eligible Governmental Entity Agreement ("EGE Agreement") with the Statewide Internet Portal Authority (SIPA) on October 22, 2012, for the procurement and implementation of technology resources. SIPA is a state governmental agency that functions similar to a cooperative in assisting local governments obtain technology resources. The EGE Agreement allows Arvada to contract with pre-approved SIPA vendors through the issuance of quotes and purchase orders. Working through SIPA allows the City the opportunity to work with vendors who are already familiar with the needs of local governments.

The City currently uses Google Workspaces to provide email and other similar electronic communication technology. The City obtained the licensing for the current Google Workspaces through SIPA. The City Council approved the purchase on December 7, 2020, pursuant to R20-110, A Resolution Authorizing the Issuance of Purchase Orders in an Amount Not to Exceed \$200,000.00 to [the] Statewide Internet Portal Authority (SIPA) for the Purchase of Google and Virtru Product Licenses.

Discussion

The City's current Google Workspace licenses are set to expire on November 14, 2023. The purpose of this resolution is to approve the purchase and renewal of the licenses for an additional three years, subject to appropriation. The total cost of the three-year renewal is \$707,899.50. This cost includes Google Workspace licensing for all of the City's employees for the entire three-year period. The total cost will be billed annually in the amount of \$235,966.50 for three years, subject to termination for non-appropriation. Approval of the renewal will ensure business continuity is maintained as there will be no change to the email, calendaring, and online document system currently used by employees.

The cost of the renewal did increase significantly from the last renewal in 2020. The increase in costs is due to upgrades to the Google Enterprise Workspace platform, which added enhancements and security for security compliance. City staff evaluated the changes and the increase in cost and determined that continuing to use Google Workspace is the best option at this time

SUBJECT:

R23-095, A Resolution Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Sign a Quote in an amount not to Exceed \$707,899.50 to the Statewide Internet Portal Authority (“SIPA”) for the Purchase of Google Workspace Product Licenses

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8.A.1.

because continued use of Google Workspace will ensure business continuity and promote security of the City's information technology systems.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Organizational and Service Effectiveness Priority Area within the City Council's Strategic Plan.

The Information Technology department ensures the reliability of the information systems by adhering to software licenses that grant the licensee permission to use the software along with support and upgrades to that software. In addition, this action is consistent with the Organization and Service Effectiveness principle of leveraging technology to improve results and enhance service delivery. The recommendation action also aligns with the continued compliance regarding the IT Security policy.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-095, A Resolution Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Sign a Quote in an amount not to Exceed \$707,899.50 to the Statewide Internet Portal Authority (“SIPA”) for the Renewal of Google Workspace Product Licenses.

Suggested Motion:

I move that R23-095, A Resolution Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Sign a Quote in an amount not to Exceed \$707,899.50 to the Statewide Internet Portal Authority (“SIPA”) for the Renewal of Google Workspace Product Licenses, be (approved) (rejected).

Prepared by:

Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Erin Green, Technology Infrastructure and Operations Manager 10/2/2023

Gail Walker, Legal Specialist-Contracts 10/3/2023

SUBJECT: R23-095, A Resolution Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Sign a Quote in an amount not to Exceed \$707,899.50 to the Statewide Internet Portal Authority (“SIPA”) for the Purchase of Google Workspace Product Licenses	PAGE: 3 ITEM: 8.A.1.
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Craig Poley, Chief Information Officer	10/3/2023
Laura Hemler, Assistant City Attorney	10/3/2023
Rachel Morris, City Attorney	10/9/2023
Lorie Gillis, City Manager	10/9/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-095

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND
AUTHORIZING THE CITY MANAGER TO SIGN A QUOTE IN AN AMOUNT NOT TO
EXCEED \$707,899.50 TO THE STATEWIDE INTERNET PORTAL AUTHORITY (“SIPA”)
FOR THE PURCHASE OF GOOGLE WORKSPACE PRODUCT LICENSES

WHEREAS, Arvada currently uses Google Workspaces to provide email and other similar communication technology;

WHEREAS, the purchases of the current Google Workspace licenses (“current licenses”) were authorized pursuant to R20-110, A Resolution Authorizing the Issuance of Purchase Orders in an Amount Not to Exceed \$200,000.00 to [the] Statewide Internet Portal Authority (SIPA) for the Purchase of Google and Virtru Product Licenses, approved by the City Council on December 7, 2020;

WHEREAS, the current licenses are set to expire on November 14, 2023;

WHEREAS, Arvada historically renews the current licenses through the Statewide Internet Portal Authority (“SIPA”), a cooperative governmental agency specializing in the coordination of technology resources to Colorado local governments;

WHEREAS, City Council approved an Eligible Governmental Entity Agreement Between the Statewide Internet Portal Authority of the State of Colorado and the City of Arvada (“Cooperative Agreement”) on or about October 22, 2012;

WHEREAS, the Cooperative Agreement authorizes Arvada to use services provided by SIPA; and

WHEREAS, Arvada now wishes to renew the current licenses for an additional three years, subject to appropriation, through SIPA in an amount not to exceed \$707,899.50.

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

Section 1. The City Manager is hereby authorized to sign the quote attached hereto and any related purchase order necessary to place an order pursuant to the quote to SIPA for the licensing of Google Workspace in an amount not to exceed \$707,899.50.

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

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

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

Statewide Internet Portal Authority (SIPA)

Company Address	1300 Broadway Suite 440 Denver, CO 80203 US	Created Date	9/21/2023
		Expiration Date	11/13/2023
		Quote Number	00003375
Prepared By	Heather Nelson	Contact Name	Erin Green
Phone	7204095638	Phone	(720) 898-7872
Email	heather@cosipa.gov	Email	egreen@arvada.org
Bill To Name	City of Arvada	Ship To Name	City of Arvada
Bill To	8101 Ralston Road Arvada, CO 80002	Ship To	8101 Ralston Rd Arvada, CO 80002

Product	Line Item Description	Sales Price	Quantity	Total Price
Google Workspace Enterprise Plus	Domain: arvada.org; Year 1 of 3 Renewal: 11/15/2023 to 11/14/2024	\$200.34	1,125.00	\$225,382.50
Google Workspace Enterprise Plus - Archived User	Domain: arvada.org; Year 1 of 3 Renewal: 11/15/2023 to 11/14/2024	\$35.28	300.00	\$10,584.00
Google Workspace Enterprise Plus	Domain: arvada.org; Year 2 of 3 Renewal: 11/15/2024 to 11/14/2025	\$200.34	1,125.00	\$225,382.50
Google Workspace Enterprise Plus - Archived User	Domain: arvada.org; Year 2 of 3 Renewal: 11/15/2024 to 11/14/2025	\$35.28	300.00	\$10,584.00
Google Workspace Enterprise Plus	Domain: arvada.org; Year 3 of 3 Renewal: 11/15/2025 to 11/14/2026	\$200.34	1,125.00	\$225,382.50
Google Workspace Enterprise Plus - Archived User	Domain: arvada.org; Year 3 of 3 Renewal: 11/15/2025 to 11/14/2026	\$35.28	300.00	\$10,584.00

Description	Quote for the City of Arvada to renew the listed Google Workspace Enterprise Plus subscriptions for 3 consecutive one year terms: Initial Term: 11/15/2023 to 11/14/2024 Second Term: 11/15/2024 to 11/14/2025 Third Term: 11/15/2025 to 11/14/2026 Domain: arvada.org The City of Arvada will have the option to renew at the end of the Third Term. Please return a signed quote and/or PO to me or sipa@cosipa.gov to renew and include the email address of the person who is supposed to receive the invoice.	Grand Total	\$707,899.50
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Additional Details	
Additional Details	Please note: Fees are not refundable. Please note: Fees may increase at the end of the Third Term. Please note: Subscription numbers cannot be decreased at any point during the 3 year term. Subscription numbers can be increased at any time. Any subscriptions added during the 3 year term will also be added to the total subscription count for all remaining renewal periods.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice.

3 Year Term with price protection for the arvada.org domain - to be billed annually, in three installments, upon the renewal date.

Terms and Conditions:

1. Term and Termination

1.1 Term.

The initial term of this Agreement is from 11/15/2023, through 11/14/2024 (the "Initial Term"), unless terminated earlier in accordance with the terms of this Agreement.

1.2 Termination.

This Agreement may be terminated if any of the following conditions are met.

1.2.1 Bankruptcy.

City of Arvada may, in its sole discretion, terminate this Agreement in the event Vendor becomes insolvent or undergoes a bankruptcy.

1.2.2 Material Breach.

If either Party materially defaults in the performance of any of its obligations under this Agreement or applicable statement of work (SOW).

1.2.3 Termination Due to Lack of Funds or Change in Law.

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, City of Arvada shall have the right to terminate this Agreement without penalty or liability and without any advance notice as a result of any of the following:

- (a) the legislature or governor of the State of Colorado fail in the sole opinion of City of Arvada to appropriate funds sufficient to allow City of Arvada to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
- (b) if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by City of Arvada (regardless of the source of funding or revenues) to make any payment hereunder are insufficient or unavailable for any other reason as determined by City of Arvada in its sole discretion;
- (c) if City of Arvada's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn, cancelled, materially altered, or modified;
- (d) if any event or circumstance occurs that impacts or affects the ability of City of Arvada or any Governmental Entity, to continue to operate, use, maintain or pay for the Implemented System, Services and/or Deliverables (or any part or component thereof); or
- (e) if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects City of Arvada's ability to fulfill any of its obligations under this Agreement or the use, operation or maintenance of the Implemented System, or any portion or component thereof.

2. Effect of Termination

Upon termination of this Agreement, unless otherwise specified by City of Arvada in writing, Vendor shall cease to perform the Services and take all necessary or appropriate steps to limit disbursements and minimize costs.

Customer accepts Google flow down

terms: https://static.carahsoft.com/concrete/files/6116/6981/5856/US_Public_Sector_CMA_flowdowns_10.17.22_-_Worksp

By signing this quote or issuing a Purchase Order, you are agreeing to the above Terms and Conditions and you are agreeing to purchase the above mentioned subscriptions and/or services and you will be responsible for payment upon invoicing. You also certify that you have authority to enter into this agreement between your entity and SIPA.

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: October 23, 2023

SUBJECT: R23-099, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and 4600 W. 60th Avenue, LLC Located at 4600 W. 60th Avenue, Arvada, CO 80003

Report in Brief

During the summer of 2023, the City became aware of a commercial building for sale at 4600 W. 60th Avenue, and the City also learned that the Community Table has outgrown its current space located at 8555 W. 57th Avenue, which is a building owned by the City of Arvada. The W. 60th property is compatible for use by the Community Table and other city purposes. The City entered into contract negotiations with the sellers of the property, and the City and the sellers reached an agreement to contract for the purchase of the building. The City's intent is to transfer the Community Table's lease from their current location to the W. 60th Avenue location, which will serve their needs for current and future growth.

The Arvada team recommends that the City Council approve Resolution R23-099, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and 4600 W. 60th Avenue, LLC Located at 4600 W. 60th Avenue, Arvada, CO 80003.

Financial Impact

The total purchase price of the building is \$3,150,000.00. This will be paid from the General Fund reserve.

Background

During the summer of 2023, the City became aware of 4600 W. 60th Avenue being for sale. At the same time, the City team learned that the Community Table was out of space at their current location (8555 W. 57th Avenue), which is a City-owned facility leased to the Community Table. The City began negotiations with the sellers of the W. 60th Avenue property to reach an agreed upon price for the building. After several weeks of negotiation, the sale price of \$3,150,000 was agreed upon.

The City intends to lease the W.60th Ave property to the Community Table via a renegotiated lease transfer from 8555 W. 57th Avenue to 4600 W. 60th Avenue. The 8555 W. 57th Avenue will be repurposed for other City uses which, at this time, are undetermined.

Discussion

To continue supporting the work of the Community Table, the City will purchase 4600 W. 60th Avenue and transfer the lease of the Community Table from their current location at 8555 W. 60th Avenue to 4600 W. 60th Avenue. The City will evaluate other uses of the City-owned building at 8555 W. 57th Avenue.

The Community Table needs additional space to continue to grow their operations and serve additional clients. The relocation to W. 60th Avenue helps to accomplish this objective.

The move of the Community Table from W. 57th Avenue also makes available the W. 57th Avenue building for other City purposes, which at this time, has not been determined.

Public Contact

SUBJECT:

R23-099, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and 4600 W. 60th Avenue, LLC Located at 4600 W. 60th Avenue, Arvada, CO 80003

PAGE: 2**ITEM:**
8.A.2.

Posting of the City Council agenda.

Commission Recommendation**Strategic Alignment****Alternative Courses of Action**

1. Approve the purchase of 4600 W. 60th Avenue
2. Not approve the purchase of 4600 W. 60th Avenue
3. Delay the purchase until a later date

Recommendation for Action

The Arvada team recommends that the City Council approve Resolution R23-099, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and 4600 W. 60th Avenue, LLC Located at 4600 W. 60th Avenue, Arvada, CO 80003

Suggested Motion:

I move that R23-099, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and 4600 W. 60th Avenue, LLC Located at 4600 W. 60th Avenue, Arvada, CO 80003, be (approved) (rejected).

Prepared by:

Don Wick, Deputy City Manager

Reviewed by:

Approved by:

Emily Grogg, Senior Assistant City Attorney 10/11/2023

Bryan Archer, Director of Finance 10/11/2023

Rachel Morris, City Attorney 10/11/2023

Lorie Gillis, City Manager 10/11/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R 23-099

A RESOLUTION APPROVING A CONTRACT TO BUY AND SELL REAL ESTATE
BY AND BETWEEN THE CITY OF ARVADA AND 4600 W. 60TH AVENUE, LLC
LOCATED AT 4600 W. 60TH AVENUE, ARVADA, CO 80003

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 Contract to Buy and Sell Real Estate, in substantially the same form as attached hereto, by and between the City of Arvada and 4600 W 60th Avenue, LLC, to buy real estate located at 4600 W 60th Avenue, Arvada, CO 80003.

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

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

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____



Marcum Commercial Advisors
4860 Robb St., Suite 203-A Wheat Ridge, CO 80033
Scott A. Marcum
Broker/Owner
scott@marcumcommercial.com
Ph: 303-403-1333

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 10/9/2023

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. Buyer. City of Arvada (Buyer) will take title to the Property described below as

☐ Joint Tenants ☐ Tenants In Common ☒ Other In Severalty.

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. Seller. 4600 W 60TH AVENUE LLC (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Adams, Colorado (insert legal description):

SUB:MATHEWS FAMILY MINOR SUBD AMENDMENT NO 1 LOT:2

known as: 4600 W 60th Avenue, Arvada, CO 80003

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including all remote controls). If checked, the following are owned by the Seller and included: ☒ **Solar Panels**
☐ **Water Softeners** ☒ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this

Seller(s) Initials:

Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:
any and all fixtures, furniture, and equipment on or in the Property.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:
n/a

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities:
n/a; and the use or ownership of the following storage facilities:
n/a

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):
n/a

2.5.8. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:
n/a

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except n/a. Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):
n/a

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:
n/a

Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:
n/a

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is n/a.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
n/a

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination**

Seller(s) Initials: 

Deadline.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	7:00 PM MDST
2	§ 4	Alternative Earnest Money Deadline	5 days after MEC
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	10 days after MEC
4	§ 8	Record Title Objection Deadline	20 days after MEC
5	§ 8	Off-Record Title Deadline	10 days after MEC
6	§ 8	Off-Record Title Objection Deadline	20 days after MEC
7	§ 8	Title Resolution Deadline	30 days after MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		Owners' Association	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	10 days after MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		Loan and Credit	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a
17	§ 5	Disapproval of Buyer's Credit Information Deadline	n/a
18	§ 5	Existing Loan Deadline	n/a
19	§ 5	Existing Loan Termination Deadline	n/a
20	§ 5	Loan Transfer Approval Deadline	n/a
21	§ 4	Seller or Private Financing Deadline	n/a
		Appraisal	
22	§ 6	Appraisal Deadline	45 days after MEC
23	§ 6	Appraisal Objection Deadline	50 days after MEC
24	§ 6	Appraisal Resolution Deadline	60 days after MEC
		Survey	
25	§ 9	New ILC or New Survey Deadline	45 days after MEC
26	§ 9	New ILC or New Survey Objection Deadline	50 days after MEC
27	§ 9	New ILC or New Survey Resolution Deadline	60 days after MEC
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	n/a

Seller(s) Initials:



174	29	§ 8	Mineral Rights Examination Deadline	<i>n/a</i>
175	30	§ 10	Inspection Termination Deadline	<i>50 days after MEC</i>
176	31	§ 10	Inspection Objection Deadline	<i>50 days after MEC</i>
177	32	§ 10	Inspection Resolution Deadline	<i>60 days after MEC</i>
178	33	§ 10	Property Insurance Termination Deadline	<i>60 days after MEC</i>
179	34	§ 10	Due Diligence Documents Delivery Deadline	<i>7 days after MEC</i>
180	35	§ 10	Due Diligence Documents Objection Deadline	<i>45 days after MEC</i>
181	36	§ 10	Due Diligence Documents Resolution Deadline	<i>60 days after MEC</i>
182	37	§ 10	Environmental Inspection Termination Deadline	<i>60 days after MEC</i>
183	38	§ 10	ADA Evaluation Termination Deadline	<i>60 days after MEC</i>
184	39	§ 10	Conditional Sale Deadline	<i>n/a</i>
185	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>n/a</i>
186	41	§ 11	Estoppel Statements Deadline	<i>n/a</i>
187	42	§ 11	Estoppel Statements Termination Deadline	<i>n/a</i>
188			Closing and Possession	
189	43	§ 12	Closing Date	<i>75 days after MEC</i>
190	44	§ 17	Possession Date	<i>Upon Delivery of Deed</i>
191	45	§ 17	Possession Time	<i>Upon Delivery of Deed</i>
192	46	§ 27	Acceptance Deadline Date	<i>10/24/2023</i> Tuesday
193	47	§ 27	Acceptance Deadline Time	<i>7:00 PM MDST</i>
194	48	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>
195	49	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

Seller(s) Initials: 

232 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
233 follows:
234

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 3,150,000.00	
2	§ 4.3.	Earnest Money		\$ 50,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	n/a	n/a		\$
8	n/a	n/a		\$
9	§ 4.4.	Cash at Closing		\$ 3,100,000.00
10		Total	\$ 3,150,000.00	\$ 3,150,000.00

250 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$**n/a** (Seller Concession). The Seller
251 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed
252 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of
253 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,
254 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or
255 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
256 in this Contract.
257

258 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **Good Funds**, will
259 be payable to and held by **Land Title Guarantee Company** (Earnest Money Holder), in its trust account,
260 on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this
261 Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The
262 parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing
263 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on
264 Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to
265 Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest
266 Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.
267

268 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
269 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.
270

271 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
272 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
273 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not
274 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer
275 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
276 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §
277 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an
278 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,
279 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.
280

281 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute
282 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and
283 liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the
284 Earnest Money due to a Buyer default.

285 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute
286 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and
287 liable to Seller as set forth in **"If Buyer is in Default, § 20.1 and § 21**, unless Buyer is entitled to the Earnest
288 Money due to a Seller Default.
289

290 **4.4. Form of Funds; Time of Payment; Available Funds.**

Seller(s) Initials: 

291 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds,
292 Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including
293 electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

294 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be
295 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by
296 Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

297 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does**
298 ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount
299 stated as Cash at Closing in § 4.1.

300
301 **4.5. New Loan.** (Omitted as inapplicable)

302 **4.6. Assumption.** (Omitted as inapplicable)

303 **4.7. Seller or Private Financing.** (Omitted as inapplicable)

TRANSACTION PROVISIONS

308
309 **5. FINANCING CONDITIONS AND OBLIGATIONS.** (Omitted as inapplicable)

310 **5.3. Credit Information.** (Omitted as inapplicable)

311 **5.4. Existing Loan Review.** (Omitted as inapplicable)

312
313 **6. APPRAISAL PROVISIONS.**

314 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
315 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
316 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
317 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

318 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective
319 loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

320 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
321 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**
322 Buyer may, on or before **Appraisal Objection Deadline**:

323 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract
324 is terminated; or

325 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
326 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the
327 Purchase Price (Lender Verification).

328 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
329 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
330 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**
331 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such
332 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

333 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
334 removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to
335 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,
336 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property
337 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
338 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
339 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

340 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
341 timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the
342 appraiser, appraisal management company, lender's agent or all three.

Seller(s) Initials: 

7. **OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or

Seller(s) Initials: 

disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** n/a. Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**

Seller(s) Initials: 

Deadline.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's

Seller(s) Initials: 

Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. ~~If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before Third Party Right to Purchase/Approve Deadline, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.~~

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,

Seller(s) Initials: 

PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. **ADDITIONAL INFORMATION.** BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. **Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. **Mineral Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. **NEW ILC, NEW SURVEY.**

9.1. **New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☒ **New Survey** in the form of [ALTA Survey](#); is required and the following will apply:

9.1.1. **Ordering of New ILC or New Survey.** ☐ Seller ☒ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. **Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or: [n/a](#)

9.1.3. **Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and [Buyer's Broker](#) will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. **Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. **Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. **New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. **Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. **New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. **New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. **PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

10.1. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's

Seller(s) Initials: 

Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. ~~Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.~~

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining

Seller(s) Initials: 

to the Property that survive Closing are as follows (Leases):

n/a

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☐ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☒ **10.6.1.4.2.** Property tax bills for the last 2 years;

☒ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☒ **10.6.1.4.5.** Operating statements for the past 2 years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☒ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past 3 years;

☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☒ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☒ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.4.13.** Other:

Any of the documents required in this Section 10.6.1.4 will only be provided to the Buyer if readily accessible or in the possession of the Seller.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

Seller(s) Initials: 

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or n/a, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 45 days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. ~~In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.~~

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

~~**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.~~

10.8. Source of Potable Water (Residential Land and Residential Improvements Only).
[Intentionally Deleted - See Residential Addendum if applicable]

~~**10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.~~

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

Seller(s) Initials: 

11.1. Estoppel Statements Conditions. ~~Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:~~

- ~~11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;~~
- ~~11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;~~
- ~~11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~
- ~~11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;~~
- ~~11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and~~
- ~~11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.~~

11.2. Seller Estoppel Statement. ~~In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.~~

11.3. Estoppel Statements Termination. ~~Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.~~

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by [Title Company](#).

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and

Seller(s) Initials: 

sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed
☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ n/a deed. Seller, provided
another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer,
at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special
warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined
in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts
owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including
any governmental liens for special improvements installed as of the date of Buyer's signature hereon,
whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the
proceeds of this transaction or from any other source.

**15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND
WITHHOLDING.**

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all
other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by
☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other n/a.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**,
Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current
Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must
be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller
☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in
advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or
working capital due at Closing must be paid by ☐ Buyer ☒ Seller
☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will
be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller
☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be
paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property,
payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this
Contract, do not exceed \$300 for:

☐ Water Stock/Certificates ☒ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ n/a

and must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to
Buyer must be paid by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the
Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not
occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in

Seller(s) Initials: 

this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☐ **Taxes for the Calendar Year Immediately Preceding Closing**

☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

n/a

16.1.2. Rents. ~~Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.~~

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

n/a

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. ~~Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and //~~

n/a

~~Association Assessments are subject to change as provided in the Governing Documents.~~

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **500** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;

Seller(s) Initials:



AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due,

Seller(s) Initials: 

including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless

Seller(s) Initials: 

Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or [internet](#).

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

Seller(s) Initials: 

1166
1167 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1168 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1169 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**
1170 **and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**
1171

1172
1173 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
1174

1175
1176 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
1177 Colorado Real Estate Commission.)

1178 **29.1. Seller to provide Buyer with a list of all items to be included in the sale of the Property**
1179 **ten (10) days prior to the expiration of the Inspection Objection Deadline. All items shall be**
1180 **transferred via a Bill of Sale at Closing.**

1181 **29.2. NO INDEMNIFICATION BY ARVADA. Arvada is prohibited under Article XI, Section 1 of**
1182 **the Colorado Constitution from indemnifying anyone. Despite any provision in any contract**
1183 **document to the contrary, Arvada does not indemnify Contractor or anyone else under the**
1184 **Agreement.**

1185 **29.3. Buyer is responsible for payment of all inspections, tests, surveys, engineering reports,**
1186 **or other reports performed by Buyer or at Buyer's request (collectively the "Work"). Buyer**
1187 **shall pay for any and all damages that Buyer causes as a result of its Work on the Property,**
1188 **including but not limited to, repairing, and replacing any items damaged by Buyer and**
1189 **restoring the Property to the same condition the property is in on the date of the execution of**
1190 **this Contract, this includes Seller's expenses incurred in enforcing this provision, including**
1191 **Seller's reasonable attorney fees, legal fees and costs. Buyer is responsible for any and all**
1192 **damages caused by any third party contractor hired by the Buyer to complete the Work.**
1193 **Buyer and Seller shall be listed as an additional insured on all third party contracts and**
1194 **insurance policies. Buyer will work with Seller to ensure that the property is restored to the**
1195 **original condition prior to the start of the Work. This provision 29.3 survives the termination**
1196 **of this Contract.**

1197 **29.4. In Section 2.5.3 Other Inclusions. Added to the end of the last sentence, ...and that are**
1198 **owned by**
1199 **the Seller.**

1200 **29.5. In Section 24.2 Effect of Termination. In the event the Contract is terminated by Buyer,**
1201 **Buyer shall**
1202 **provide Seller with a copy of any and all reports, studies, appraisals, etc. received during the**
1203 **Inspection Period that caused the Buyer to terminate the Contract.**

1204 **29.6 Buyer acknowledges that Buyer will accept the HVAC, roof, & solar in its "As Is"**
1205 **condition as stated in Section 10.2. of the Contract. Buyer shall waive any and all right to**
1206 **Inspection Objection items related to the HVAC, roof, & solar.**

1207 **29.7 In Section 10.6.4 - If Buyer's Phase I Environmental Site Assessment recommends a**
1208 **Phase II Environmental Site Assessment then the Buyer and Seller will take 10 calendar days**
1209 **from Sellers confirmed email receipt of the Phase I report to discuss and negotiate terms that**
1210 **are mutually agreeable about who should engage and pay for the Phase II as part of a**
1211 **mutually executed Amend/Extend to this Contract. If no agreement is reached by 7pm MST**
1212 **on Day 10 then this Contract Terminates and Buyers' Earnest \$ is returned.**
1213

1214
1215
1216
1217
1218 **30. OTHER DOCUMENTS.**

1219 **30.1. Documents Part of Contract.** The following documents **are a part** of this Contract:
1220
1221
1222
1223

n/a

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

n/a

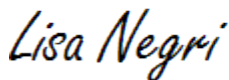
Signatures

Buyer: **City of Arvada**
By: Marc Williams, Mayor

[NOTE: If this offer is being countered or rejected, do not sign this document.]



Date: **10/10/2023**
Seller: **4600 W 60TH AVENUE LLC**
By: Thomas M. Murphy



Date: **10/10/2023**
Seller: **4600 W 60TH AVENUE LLC**
By: Lisa Negri

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of

Seller(s) Initials: 

Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

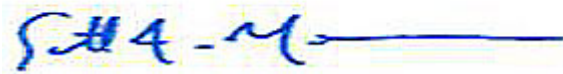
☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage Firm** ☐ **Buyer**
☐ **Other** .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Marcum Commercial Advisors**

Brokerage Firm's License #: **100041681**



Date: **10/9/2023**

Broker's Name: **Scott A. Marcum**

Broker's License #: **100012652**

Address: **4860 Robb St., Suite 203-A Wheat Ridge, CO 80033**

Ph: **303-403-1333** Fax: Email Address: **scott@marcumcommercial.com**

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Seller(s) Initials: 

Brokerage Firm's Name: **Ross Real Estate, Ltd., DBA Newmark**

Brokerage Firm's License #: **EC.000045290**

Kevin J. McCabe, Broker of Record

Date: **10/10/2023**

Broker's Name: **Kevin J. McCabe, Broker of Record**

Broker's License #: **EA.000246951**

Address: **1800 Larimer Street, Suite 1700 Denver, CO 80202**

Ph: **303-260-4326** Fax: Email Address: **chris.nordling@nmrk.com**

CBS3-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

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Seller(s) Initials:

TM *W*



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: October 23, 2023

SUBJECT: R23-100, A Resolution Authorizing Change Order No. 3 to An Agreement by and between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road – Yukon Street to Garrison Street in an Amount not to Exceed \$3,577,701.82 for a revised total contract amount not to exceed \$16,284,467.63.

Report in Brief

PRESENTER: Jacqueline Rhoades

Change Order No. 3 will increase the scope of services of the Original Agreement to include revisions and additions to the planned storm sewer replacement by Hamon Infrastructure, Inc. for Ralston Road Phase 2. Additionally, Change Order No. 3 will increase the compensation amount by \$3,577,701.82 for a revised total contract amount not to exceed \$16,284,467.63.

The Arvada team recommends that the City Council approve R23-100, An Resolution Authorizing Change Order No. 3 to “An Agreement by and between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road – Yukon Street to Garrison Street in an Amount not to Exceed \$3,577,701.82 for a revised total contract amount not to exceed \$16,284,467.63.

Financial Impact

This Change Order No 3 will add \$3,577,701.82 to the Original Agreement for Construction Services for the Ralston Road Phase 2 project (18-ST-40) revising the total contract not to exceed amount to \$16,284,467.63 which has been budgeted for through the remaining bond issue completed earlier this year.

Background

On March 1, 2021, Arvada and Contractor entered into an agreement (the "Original Agreement") whereby Hamon Infrastructure, Inc. (Contractor) would complete the reconstruction of Ralston Road between Yukon Street to Garrison Street as a four-lane arterial roadway with a center median or two-way left turn and eight-foot detached or ten-foot attached sidewalk, relocation of utilities, associated storm drainage system, waterline, curb and gutter, traffic signal replacement, and streetscape elements.

During construction, the need for revisions to the planned storm sewer replacement, including additional storm sewer system work, was identified.

On September 2, 2022, Hamon Infrastructure, Inc. submitted a change order for this work while the design revisions were underway. The finalized scope of the revisions is described in Change No. Order 3. Change Order No. 3 includes increased material pricing in comparison to the original contract. This increased pricing, along with the portions of the City's ongoing payments to Hamon for construction survey, added mobilization, erosion control management, traffic control, public information management, sanitary facility, additional contract time job site indirects, compensates Hamon Infrastructure, Inc. for any related delays which were out of its control, outside of its contractual obligations, and properly mitigated.

Discussion

SUBJECT: R23-100, A Resolution Authorizing Change Order No. 3 to An Agreement by and between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road – Yukon Street to Garrison Street in an Amount not to Exceed \$3,577,701.82 for a revised total contract amount not to exceed \$16,284,467.63.	PAGE: 2 ITEM: 8.A.3.
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City Staff recommends the approval of this Change Order No. 3 to increase Hamon's not to exceed contract amount to allow for continued payment.

Public Contact

“Posting of the City Council agenda.”

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the City Council Strategic Plan Priority Area of Infrastructure. The 2015-2016 Citizen Capital Improvement Plan Committee ranked Ralston Road as the number one transportation priority due to the corridor's narrow two-way left turn lane and travel lanes, a higher rate of side-swipe and intersection crashes compared to similar arterials, and the narrow width of sidewalks for pedestrians and bicyclists.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R23-100, An Resolution Authorizing Change Order No. 3 to An Agreement by and between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road – Yukon Street to Garrison Street in an Amount not to Exceed \$3,577,701.82 for a revised total contract amount not to exceed \$16,284,467.63.

Suggested Motion:

I move that R23-100, An Resolution Authorizing Change Order No. 3 to An Agreement by and between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road – Yukon Street to Garrison Street in an Amount not to Exceed \$3,577,701.82 for a revised total contract amount not to exceed \$16,284,467.63 be (approved) (rejected).

Prepared by:
Jacqueline Rhoades, Public Works Director

Reviewed by:

Approved by:

Chris Lisberg, Assistant City Engineer	10/17/2023
Jacqueline Rhoades, Public Works Director	10/17/2023
Tammy Hedlund, Legal Specialist	10/18/2023
Kelsy Sargent, Assistant City Attorney	10/18/2023

SUBJECT: R23-100, A Resolution Authorizing Change Order No. 3 to An Agreement by and between the City of Arvada and Hamon Infrastructure, Inc. for Construction of 18-ST-40 Ralston Road – Yukon Street to Garrison Street in an Amount not to Exceed \$3,577,701.82 for a revised total contract amount not to exceed \$16,284,467.63.	PAGE: 3 ITEM: 8.A.3.
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Brad Moloney, Deputy City Attorney	10/18/2023
Bryan Archer, Director of Finance	10/18/2023
Rachel Morris, City Attorney	10/18/2023
Lorie Gillis, City Manager	10/18/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-100

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO “AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND HAMON INFRASTRUCTURE, INC. FOR CONSTRUCTION OF 18-ST-40 RALSTON ROAD – YUKON STREET TO GARRISON STREET” IN AN AMOUNT NOT TO EXCEED \$3,577,701.82 FOR A REVISED TOTAL CONTRACT AMOUNT NOT TO EXCEED \$16,284,467.63.

WHEREAS, on or about March 10, 2021, the City of Arvada and Hamon Infrastructure, Inc. (“Contractor”) entered into an Agreement (“the Original Agreement”) whereby Contractor would provide construction services related to the expansion of Ralston Road from Yukon Street (“the Project”); and

WHEREAS, during the widening and reconstruction of the Ralston Road Phase 2 Project, it was determined by the City construction and utilities teams that a reconfiguration of the designed storm sewer system was required with removal and replacement of additional portions of the network; and

WHEREAS, pursuant to Section 4.5 of the Original Agreement, Arvada “may, by written order signed by Arvada, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary”; and

WHEREAS, the purpose of this Change Order No. 3 is to address the modifications and additions to the storm sewer design that Contractor constructed between July 2022 and September 2023; and

WHEREAS, Arvada desires to increase the Original Agreement’s not to exceed amount by \$3,577,701.82 for a revised total not to exceed amount of \$16,284,467.63 while noting Contractor must comply with the requirements of the Original Agreement’s Section 6.2, Payment for Services, to obtain payment.

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Change Order No. 3, which is in substantially the same form as that attached hereto, to an Agreement by and between the City of Arvada and Hamon Infrastructure, Inc. for construction of 18-ST-40 Ralston Road – Yukon Street to Garrison Street.

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

APPROVED AND ADOPTED this ____ day of _____, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

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

By: _____

CHANGE ORDER NO. 3
TO “AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND HAMON
INFRASTRUCTURE, INC. FOR CONSTRUCTION OF 18-ST-40
RALSTON ROAD – YUKON STREET TO GARRISON STREET” IN AN AMOUNT NOT
TO EXCEED \$3,577,701.82 FOR A REVISED TOTAL CONTRACT AMOUNT NOT TO
EXCEED \$16,284,467.63

This Change Order made this ____ day of _____, 2023, by the City of Arvada, a home rule municipal corporation (“Arvada” and/or “City”) regarding the March 10, 2021 Agreement with Hamon Infrastructure, Inc. (“Contractor”), jointly (“the Parties.”)

WITNESSETH: That upon City Approval, the Work and Contract Documents for City of Arvada, Project No. 18-ST-40, entitled Ralston Road - Yukon Street to Garrison Street, shall be adjusted as provided herein:

1.0 RECITALS AND PURPOSE.

1.1 On or about March 10, 2021, the City of Arvada (“Arvada” or “City”) and Hamon Infrastructure, Inc. (“Contractor”) entered into an Agreement (“the Original Agreement”) whereby Contractor would provide construction services related to the expansion of Ralston Road from Yukon Street (“the Project”).

1.2 Pursuant to Section 10, Term of Contract, of the Special Terms and Conditions for Bidders, located in Exhibit 1.1 to the Original Agreement, “[t]his contract shall commence on the date of the purchase order or contract execution and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Bid have been accepted by the City's authorized representative. Any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.”

1.3 On or about August 31, 2021, the City agreed to a proposal from Contractor dated August 19, 2021, which resulted in a net savings to the Project of \$52,930.00 (referred to herein as “Change Order No. 1”). On or about May 19, 2022, the Parties executed an agreement titled “Change Order No. 2” whereby Contractor would perform delineated utility construction improvements for the Van Horn Development for a cost of \$400,000.00 and Van Horn Development would pay Arvada the full cost within 60 days of completion of the improvements.

1.4 The Original Agreement and Change Orders No. 1 and No. 2 are not attached herein but incorporated by reference.

1.5 Pursuant to Section 4.5 of the Original Agreement, Arvada “may, by written order signed by Arvada, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary.”

1.6 As such, during the widening and reconstruction of the Ralston Road Phase 2 Project, it was determined by the City construction and utilities teams that more of the existing storm sewer present within and adjacent to Ralston Road was in a worse condition than previously understood. Therefore, a reconfiguration of the designed storm sewer system was required with removal and replacement of additional portions of the network.

1.7 The purpose of this Change Order No. 3 is to address the modifications and additions to the storm sewer design that Contractor constructed between July 2022 and September 2023 with documentation through use of Force Account methods.

1.8 Change Order No. 3 quantities and associated work (including but not limited to earthwork, potholing, excavation, base course, reinforcing steel, gates, lids, frames, grates, and valves) paid through Force Accounts included the items shown in Table 1 below.

Table 1. Change Order No. 3 Scope of Work Summary

Scope of Work	Quantity
Pipe	2184 ft
Inlets	22
Manholes	24
Aggregate Base Course	10465 CY
Unclassified Excavation	5660 CY

The above-mentioned storm sewer scope changes were part of construction of Drainage Line B, C, D, E, F, G, H, I, J, K, M, N, O, P, and Q as shown in graphical form (construction plans) in **Exhibit A** with monthly payment history in **Exhibit B**.

1.9 Pursuant to Section 4.5, Arvada now desires to amend the Original Agreement to expand the scope of work to include the removal and replacement of portions of the storm sewer network, as detailed in **Exhibit A**, and to increase the Original Agreement's not to exceed amount by \$3,577,701.82, as detailed in **Exhibit B** to this Change Order No. 3.

2.0 CONTRACT DOCUMENTS AND EXHIBITS. The Contract Documents shall consist of the Original Agreement, Change Order No. 1 and No. 2, and this Change Order No. 3 together with the following:

Exhibit A: Ralston Road Project Revised Construction Plans (17 pages);

Exhibit B: Ralston Road Force Account Payment History (1 page).

All exhibits referred to in this Agreement 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 Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any future 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.

3.0 COMPLETION DATE UNDER CHANGE ORDER NO. 3. The project completion date is not being modified by this Change Order No. 3.

4.0 COMPENSATION FOR SERVICES UNDER CHANGE ORDER NO. 3. The Agreement terms are amended to increase the Original Agreement's not to exceed amount by **\$3,577,701.82** for a revised total not to exceed amount of **\$16,284,467.63**, as detailed in **Exhibit B**. While Arvada is increasing the overall not to exceed amount, Contractor must comply with the requirements of the Original Agreement's Section 6.2, Payment for Services, to obtain payment.

5.0 FUTURE CHANGE ORDERS. Execution of this Change Order No. 3 is not intended to preclude the consideration or execution of any future change orders pursuant to Article 4 of the Original Agreement

6.0 FULL FORCE AND EFFECT. All other terms and conditions shall be as set forth in the Original Agreement executed by the Parties on March 10, 2021. As such, all existing components of the Original Agreement and Contract Documents referenced and incorporated in this Change Order No. 3, shall be adhered to and are fully enforceable by the City Project Inspector, City Project Manager, Deputy City Project Manager, Engineering Manager, or any other representative of the City that the City Engineer designates in writing.

7.0 SEVERABILITY. If any other provision of this Change Order No. 3 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. 3 shall continue in full force and effect.

8.0 COUNTERPARTS, ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. This Change Order No. 3 may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Facsimile signatures shall be accepted as originals. Arvada consents to the use of electronic signatures by Arvada. Arvada does not object to the admissibility of this Change Order No. 3 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 or an electronic signature or that it is not in its original form or is not an original.

9.0 EXHIBITS INCORPORATED. All exhibits attached hereto are incorporated herein by this reference.

10.0 EFFECTIVE DATE. This Agreement shall be effective on the date of execution below.

EFFECTIVE this ____ day of _____, 2023.

Signatures on the following page

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

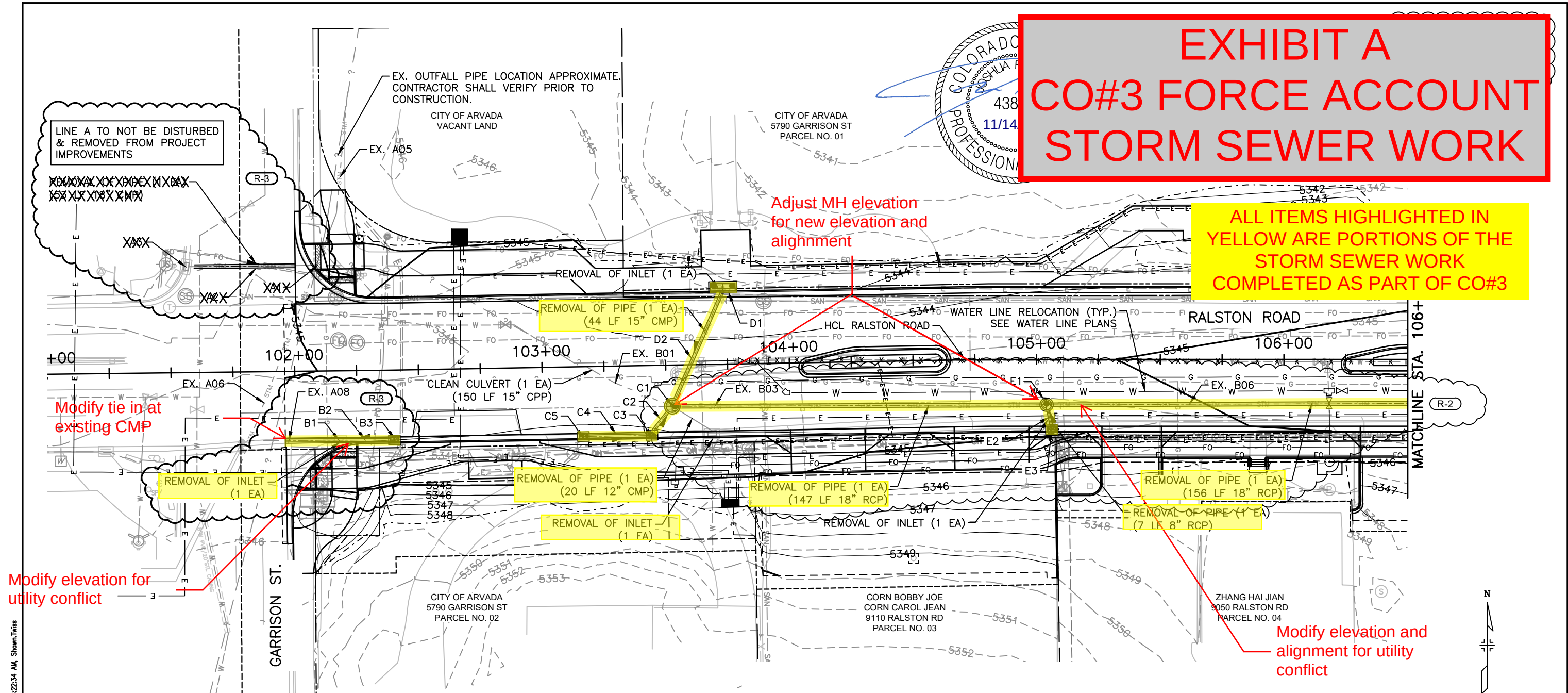
Rachel A. Morris, City Attorney

By: _____

EXHIBIT A

CO#3 FORCE ACCOUNT

STORM SEWER WORK



I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
A1	102+04.05, 42.8' LT.				CONNECT TO EX. PIPE
A2		18 INCH HPPP (CIP)	42		CONNECT TO A3
A3	101+57.64, 42.7' LT.	MODIFY INLET			CONNECT TO A2
B1	102+17.58, 28.0' RT.	REMOVAL OF INLET			REMOVE EXISTING INLET
B2		15 INCH HPPP (CIP)	45		CONNECT TO EXISTING CMP
B3	102+39.82, 29.0' RT.	INLET TYPE 16 (5 FT)			
C1	103+52.38, 16.7' RT.	MANHOLE SLAB BASE		10	CONNECT PIPES: EX B03, C2, EX B01, D2 R-2
C2		15 INCH HPPP (CIP)	10		CONNECT TO C1
C3	103+44.00, 29.0' RT.	INLET TYPE 16 (10 FT)			

I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
C4		15 INCH HPPP (CIP)	26		
C5	103+16.24, 29.0' RT.	INLET TYPE 16 (5 FT)		5	
D1	105+04.00, 18.4' RT.	INLET TYPE R L10 (5 FT)		5	
D2		15 INCH HPPP (CIP)	45		CONNECT TO C1
E1	105+04.00, 18.4' RT.	MANHOLE SLAB BASE (5 FT)		5	CONNECT TO EX. & PROP. STORM
E2		12 INCH HPPP (CIP)	7		
E3	105+06.00, 29.0' RT.	INLET TYPE 16 (5 FT)		5	
EX B03		18 INCH HPPP (CIP)	147		
EX B06		18 INCH HPPP (CIP)	156		

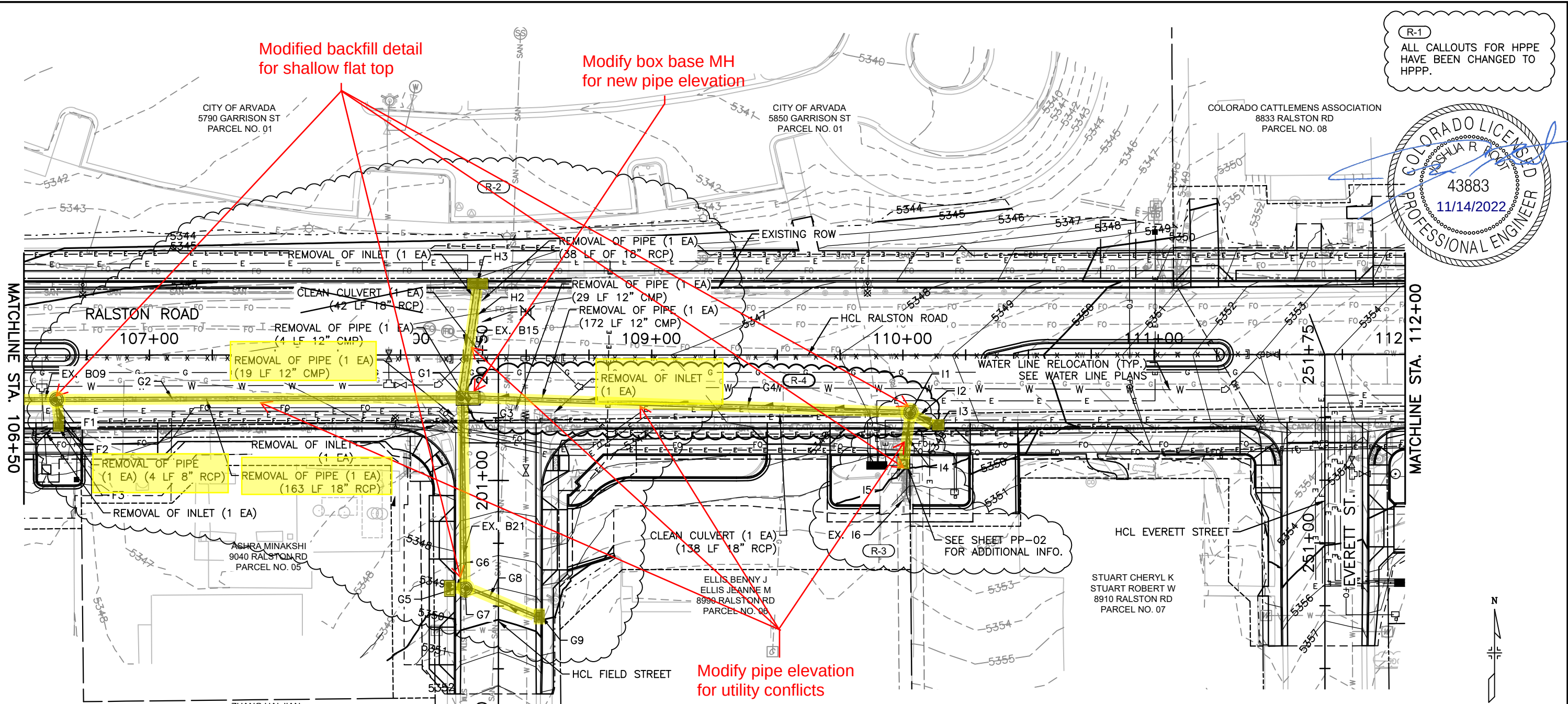
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Sheet Revisions			
R-X	Date	Comments	Initials
R-1	02/01/2021	CHANGED HPPE TO HPPP	SMT
R-2	08/11/2022	REMOVE/REPLACE EX B03, EX B06	SMT
R-3	11/11/2022	LINE B REVISION	CDT



CITY OF ARVADA
PUBLIC WORKS DEPARTMENT
8101 RALSTON ROAD
ARVADA, CO, 80002

As Constructed	RALSTON RD - YUKON ST TO GARRISON ST DRAINAGE PLAN RALSTON ROAD (BEGIN - STA. 106+50)			Project No./Code
No Revisions:	Designer:	CDT	Structure	18-ST-40
Revised:	Detailer:	SMT	Numbers	
Void:	Sheet Subset:	DRAINAGE	Subset Sheets: PL-01 of 10	Sheet Number 177



R-1
ALL CALLOUTS FOR HPPE
HAVE BEEN CHANGED TO
HPPP.

COLORADO LICENSE
43883
11/14/2022
PROFESSIONAL ENGINEER

I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
F1	106+63.00, 17.7' RT.	MANHOLE SLAB BASE (5 FT)		5	CONNECT TO EX. & PROP. STORM
F2		12 INCH HPPP (CIP)	7		
F3	106+64.00, 29.0' RT.	INLET TYPE 16 (5 FT)		5	
G1	108+26.88, 17.3' RT.	MANHOLE BOX BASE		10	REMOVE EXISTING MH (R-2)
G2		18 INCH HPPP (CIP)	159		
G3		12 INCH HPPP (CIP)	72		
G4		18 INCH HPPP (CIP)	172		(R-4)
G5	108+19.76, 90.8' RT.	INLET TYPE R L5		5	
G6		12 INCH HPPP (CIP)	3		
G7	108+25.73, 93.0' RT.	MANHOLE SLAB BASE		5	CONNECT EX. STORM TO SOUTH TO MH G7
G8		12 INCH HPPP (CIP)	29		

I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
G9	108+55.18, 104.8' RT.	INLET TYPE 16		5	(R-2)
H1	108+30.74, 13.8' LT.	MANHOLE SLAB BASE (5 FT)		5	CONNECT TO EX. & PROP. STORM
H2		* 23X14" RCPE	42		* DUAL 12" HPPP MAY BE SUBSTITUTED IF UTILITIES ARE IN CONFLICT
H3	108+30.63, 29.0' LT.	INLET TYPE 16 (DOUBLE) (5 FT)		5	
I1	110+02.99, 22.9' RT.	MANHOLE SLAB BASE (10 FT)		10	CONNECT TO EX. STORM
I2		12 INCH HPPP (CIP)	10		
I3	110+14.00, 29.0' RT.	INLET TYPE 16 (5 FT)		5	
I4		4 INCH HPPP (CIP)	17		(R-3)
I5	110+00.34, 43.0' RT.	MANHOLE (SPECIAL)		5	

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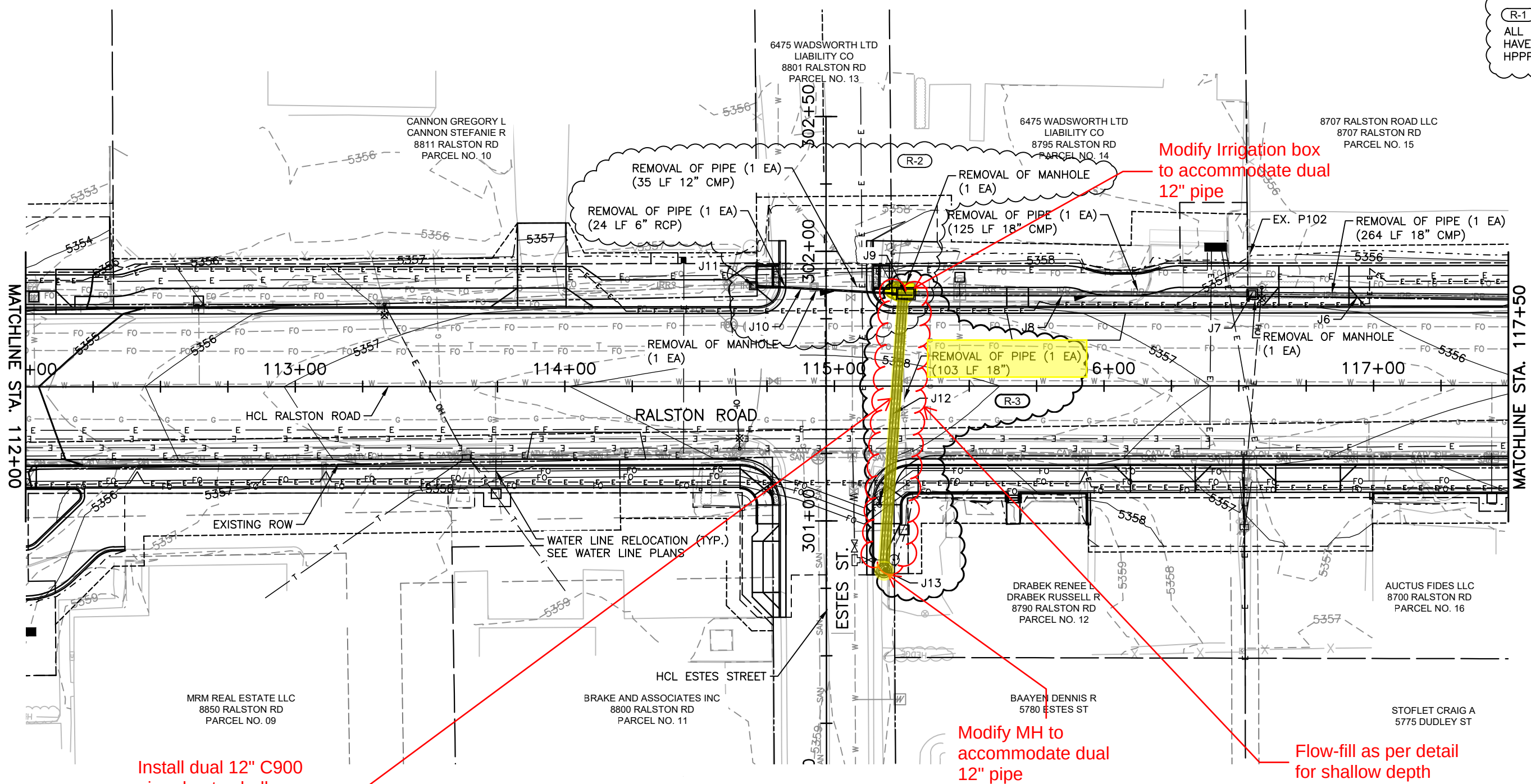
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Greenwood Village, CO 80111
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Sheet Revisions			
R-X	Date	Comments	Initials
R-1	02/01/2021	CHANGED HPPE TO HPPP	SMT
R-2	08/11/2022	REVISION TO G & H LINE	SMT
R-3	08/23/2022	4" IRRIGATION PIPE	CDT
R-4	11/11/2022	REVISION TO G4	CDT

**CITY OF ARVADA
PUBLIC WORKS DEPARTMENT**
8101 RALSTON ROAD
ARVADA, CO, 80002

As Constructed	RALSTON RD - YUKON ST TO GARRISON ST DRAINAGE PLAN RALSTON ROAD (STA. 106+50 - STA. 112+00)			Project No./Code
No Revisions:	Designer:	CDT	Structure	18-ST-40
Revised:	Detailer:	SMT	Numbers	
Void:	Sheet Subset:	DRAINAGE	Subset Sheets: PL-02 of 10	Sheet Number 178

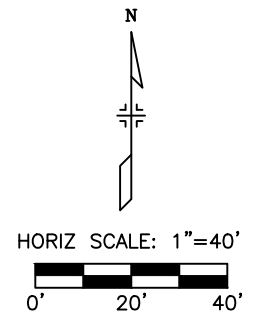
R-1
ALL CALLOUTS FOR HPPE
HAVE BEEN CHANGED TO
HPPP.



Install dual 12" C900
pipe due to shallow
elevation and utility
conflicts

Modify MH to
accommodate dual
12" pipe

Flow-fill as per detail
for shallow depth



R-2
R-3

I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
J6		18 INCH HPPP (CIP)	260		
J7	116+54.99, 34.0' LT.	MANHOLE BOX BASE (5 FT)		5	CONNECT TO EX. AND PROP. STORM
J8		18 INCH HPPP (CIP)	125		
J9	115+26.50, 34.3' LT.	MANHOLE BOX BASE		5	CONNECT TO J8 & EX. IRR SOUTH, SEE MANHOLE J9 DETAILS ON SHEET DD-03A
J10		6 INCH HPPP (CIP)	53		
J11	114+70.00, 37.3' LT.	MANHOLE BOX BASE (5 FT)		5	CONNECT TO J9 & EX. IRR WEST
J12		12 INCH C909 (CIP)	180		DUAL PIPE
J13	115+18.31, 68.4' RT.	MANHOLE SLAB BASE (4' DIA)		5	CONNECT TO EX. PIPE-SEE MH DETAILS

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R-X

R-1

R-2

R-3

Sheet Revisions

Date	Comments	Initials
02/01/2021	CHANGED HPPE TO HPPP	SMT
02/16/2022	J9, J10, J11 REVISED	CDT
11/11/2022	ADD J12 REPLACEMENT	CDT

CITY OF ARVADA
PUBLIC WORKS DEPARTMENT
8101 RALSTON ROAD
ARVADA, CO, 80002

As Constructed

No Revisions:

Revised:

Void:

RALSTON RD - YUKON ST TO GARRISON ST
DRAINAGE PLAN
RALSTON ROAD (STA. 112+00 - STA. 117+50)

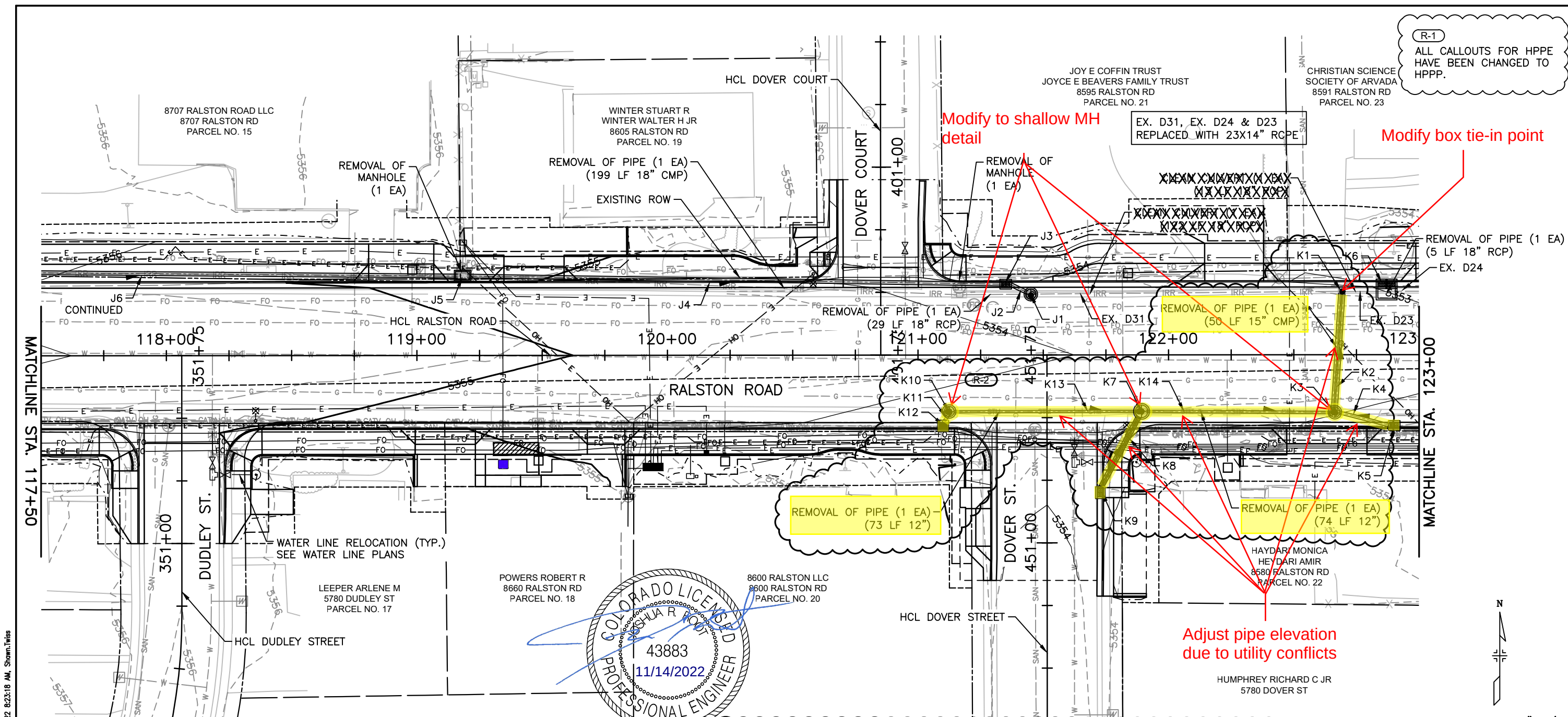
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Detailer: SMT
Sheet Subset: DRAINAGE

Structure Numbers
Subset Sheets: PL-03 of 10

Project No./Code

18-ST-40

Sheet Number 179



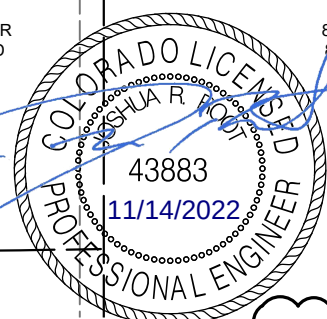
R-1
ALL CALLOUTS FOR HPPE
HAVE BEEN CHANGED TO
HPPP.

REMOVAL OF PIPE (1 EA)
(73 LF 12")

EX. D31, EX. D24 & D23
REPLACED WITH 23X14" RCPE

REMOVAL OF PIPE (1 EA)
(50 LF 15" CMP)

REMOVAL OF PIPE (1 EA)
(74 LF 12")



I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
J1	121+45.00, 24.2' LT.	MANHOLE SLAB BASE (5 FT)		5	CONNECT TO EX. & PROP. STORM
J2		18 INCH HPPP (CIP)	9		
J3	121+35.00, 29.0' LT.	INLET TYPE 16 (5 FT)		5	
J4		18 INCH HPPP (CIP)	214		
J5	119+18.32, 31.7' LT.	MANHOLE BOX BASE (5 FT)		5	
J13	119+18.31, 68.4' RT.	MANHOLE SLAB BASE (4' DIA)		5	CONNECT TO EX. PIPE-SEE MH DETAILS
K1	122+69.30, 25.2' LT.	MODIFY STRUCTURE (SPECIAL)			CONVERT EX. INLET TO MH & CONNECT TO EX. & PROP. STORM
K2		12 INCH C909 (CIP)	92		DUAL PIPE
K3	122+66.27, 23.0' RT.	MANHOLE SLAB BASE (4' DIA)		5	SEE MH DETAILS
K4		12 INCH C909 (CIP)	23		

I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
K5	122+90.00, 29.0' RT.	INLET TYPE 16 (5 FT)		5	
K6	122+87.00, 29.0' LT.	INLET TYPE 16 (DOUBLE) (SPECIAL)		5	SEE DRAINAGE DETAILS
K7	121+89.19, 22.6' RT.	MANHOLE SLAB BASE (5' DIA)		5	SEE MH DETAILS
K8		8 INCH C909 (CIP)	68		DUAL PIPE
K9	121+73.47, 55.0' RT.	INLET TYPE 16 (5 FT)		5	
K10	121+12.34, 22.6' RT.	MANHOLE SLAB BASE (4' DIA)		5	SEE MH DETAILS
K11		12 INCH C909 (CIP)	2		CONNECT TO K10
K12	121+10.00, 28.0' RT.	INLET TYPE 13 (5 FT)			
K13		12 INCH C909 (CIP)	74		
K14		12 INCH C909 (CIP)	74		

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Horizontal Scale: 1" = 40' Vertical Scale: N/A

R-X

R-1

R-2

Date

Comments

Initials

02/01/2021

CHANGED HPPE TO HPPP

SMT

11/11/2022

LINE K REVISIONS

CDT

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CITY OF ARVADA
PUBLIC WORKS DEPARTMENT
8101 RALSTON ROAD
ARVADA, CO, 80002

As Constructed

No Revisions:

Revised:

Void:

RALSTON RD - YUKON ST TO GARRISON ST
DRAINAGE PLAN
RALSTON ROAD (STA. 117+50 - STA. 123+00)

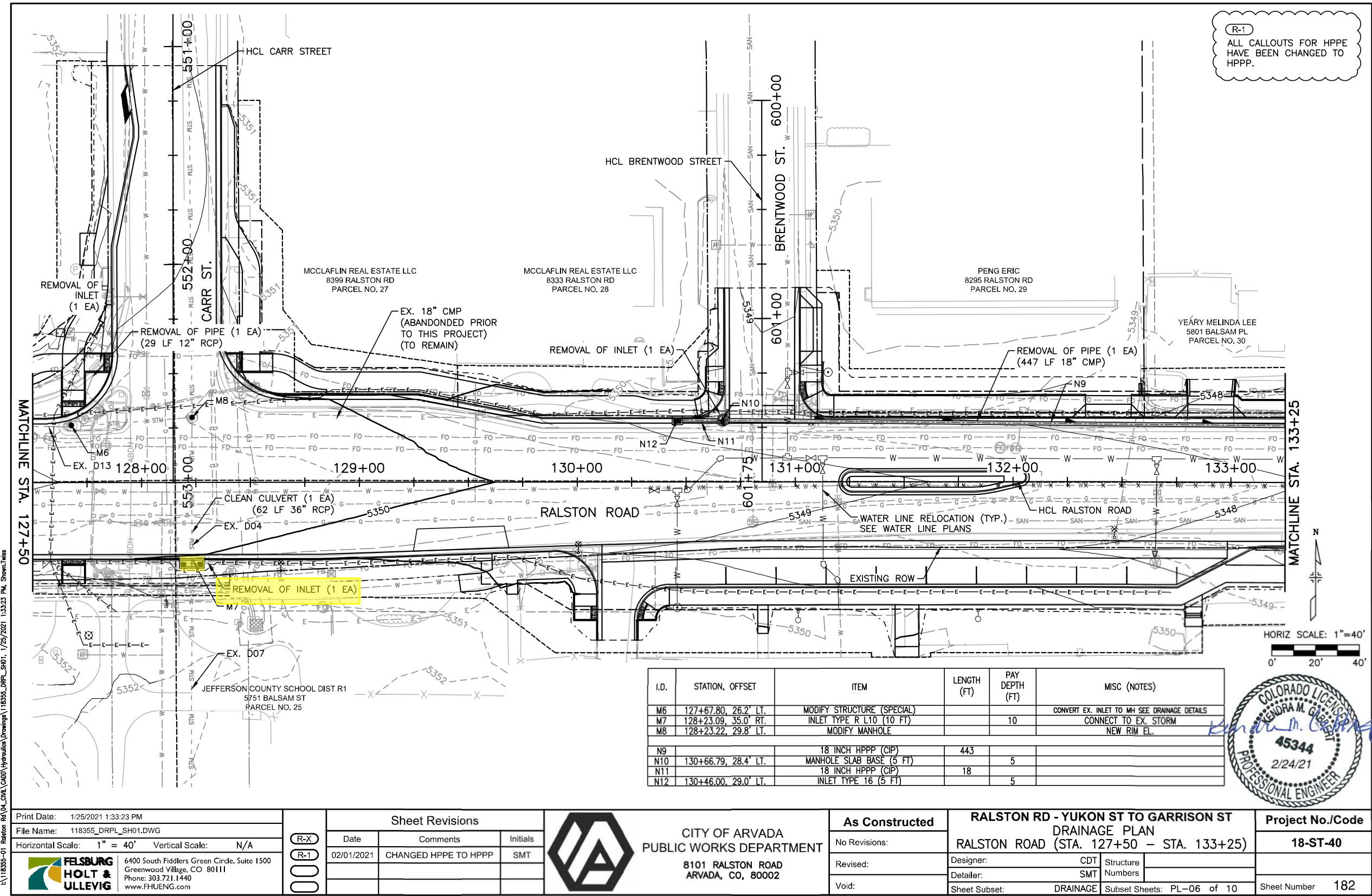
Designer: CDT
Detailer: SMT
Sheet Subst: DRAINAGE

Structure Numbers
Subset Sheets: PL-04 of 10

Project No./Code

18-ST-40

Sheet Number 180



I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
M6	127+67.80, 26.2' LT.	MODIFY STRUCTURE (SPECIAL)			CONVERT EX. INLET TO MH SEE DRAINAGE DETAILS
M7	128+23.09, 35.0' RT.	INLET TYPE R L10 (10 FT)		10	CONNECT TO EX. STORM
M8	128+23.22, 29.8' LT.	MODIFY MANHOLE			NEW RIM EL.
N9		18 INCH HPPP (CIP)	443		
N10	130+66.79, 28.4' LT.	MANHOLE SLAB BASE (5 FT)		5	
N11		18 INCH HPPP (CIP)	18		
N12	130+46.00, 29.0' LT.	INLET TYPE 16 (5 FT)		5	



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Sheet Revisions			
R-X	Date	Comments	Initials
R-1	02/01/2021	CHANGED HPPE TO HPPP	SMT

CITY OF ARVADA
PUBLIC WORKS DEPARTMENT
8101 RALSTON ROAD
ARVADA, CO, 80002

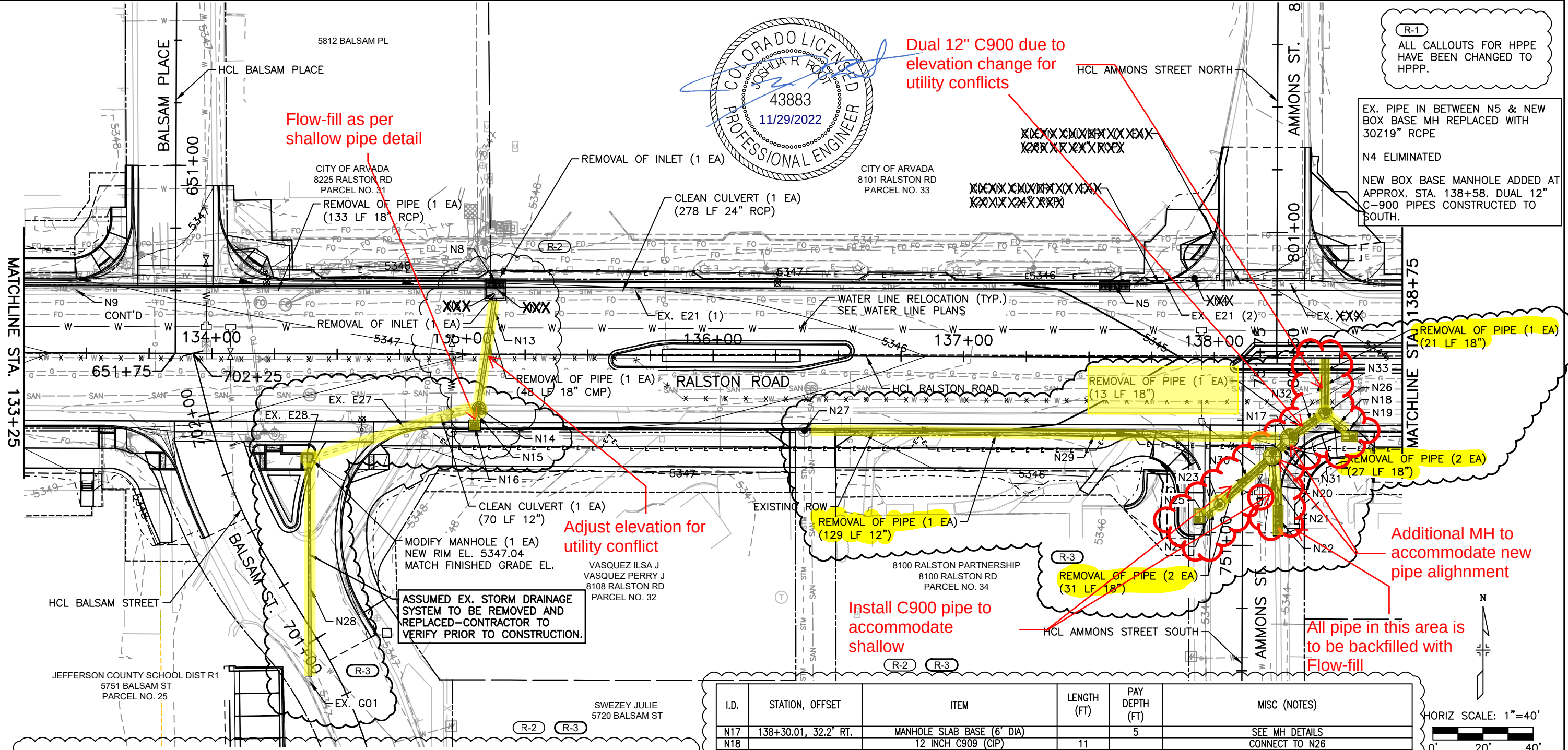
As Constructed	RALSTON RD - YUKON ST TO GARRISON ST DRAINAGE PLAN RALSTON ROAD (STA. 127+50 - STA. 133+25)			Project No./Code
No Revisions:	Designer: CDT	Structure Numbers		18-ST-40
Revised:	Detailer: SMT			
Void:	Sheet Subset: DRAINAGE	Subset Sheets: PL-06 of 10		Sheet Number 182



Dual 12" C900 due to elevation change for utility conflicts

R-1
ALL CALLOUTS FOR HPPE HAVE BEEN CHANGED TO HPPP.

EX. PIPE IN BETWEEN N5 & NEW BOX BASE MH REPLACED WITH 30219" RCPE
N4 ELIMINATED
NEW BOX BASE MANHOLE ADDED AT APPROX. STA. 138+58. DUAL 12" C-900 PIPES CONSTRUCTED TO SOUTH.



I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
N4	137+92.17, 29.6' LT.	MODIFY STRUCTURE (SPECIAL)			NEW RIM EL. & CONVERT EX. INLET TO MH-
N5	137+60.00, 29.0' LT.	INLET TYPE 16 (TRIPLE) (5 FT)		5	CONNECT TO EX. RCP
N6	135+12.96, 24.7' LT.	MODIFY STRUCTURE (SPECIAL)			CONNECT EX. INLET TO MH & CONNECT TO EX. PROP. STORM
N7		18 INCH HPPP (CIP)	2		CONNECT TO N6
N8	135+13.00, 29.0' LT.	INLET TYPE 16 (DOUBLE) (SPECIAL) (5 FT)		5	
N13		18 INCH HPPP (CIP)	44		CONNECT TO N6
N14	135+06.64, 21.5' RT.	MANHOLE SLAB BASE (5 FT)		5	REMOVE EXISTING INLET
N15		18 INCH HPPP (CIP)	4		CONNECT TO N14
N16	135+05.00, 29.0' RT.	INLET TYPE 16 (5 FT)		5	

I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
N17	138+30.01, 32.2' RT.	MANHOLE SLAB BASE (6' DIA)		5	SEE MH DETAILS
N18		12 INCH C909 (CIP)	11		CONNECT TO N26
N19	138+54.00, 29.0' RT.	INLET TYPE R L5 (5 FT)		5	
N20	138+23.23, 39.4' RT.	MANHOLE SLAB BASE (6' DIA)		5	SEE MH DETAILS
N21		12 INCH C909 (CIP)	19		
N22	138+25.67, 65.0' RT.	INLET TYPE 16 (TRIPLE) (5 FT)		5	
N23	138+02.27, 58.7' RT.	MODIFY MANHOLE			NEW RIM EL. & CONNECT TO PROP. STORM
N24		12 INCH HPPP (CIP)	6		CONNECT TO N23
N25	137+94.25, 64.2' RT.	INLET TYPE R L5 (5 FT)		5	
N26	138+44.16, 21.1' RT.	MANHOLE SLAB BASE (5 FT)		5	REMOVE EXISTING INLET
N27	136+36.57, 29.8' RT.	MODIFY MANHOLE			NEW RIM EL.
N28		12 INCH HPPP (CIP)	85		CONTRACTOR TO VERIFY CONNECTIONS
N29		12 INCH C909 (CIP)	190		
N30		12 INCH C909 (CIP)	50		DUAL PIPE
N31		12 INCH C909 (CIP)	12		DUAL PIPE
N32		12 INCH C909 (CIP)	26		DUAL PIPE
N33		12 INCH C909 (CIP)	42		DUAL PIPE-CONNECT TO EX. DUAL PIPES

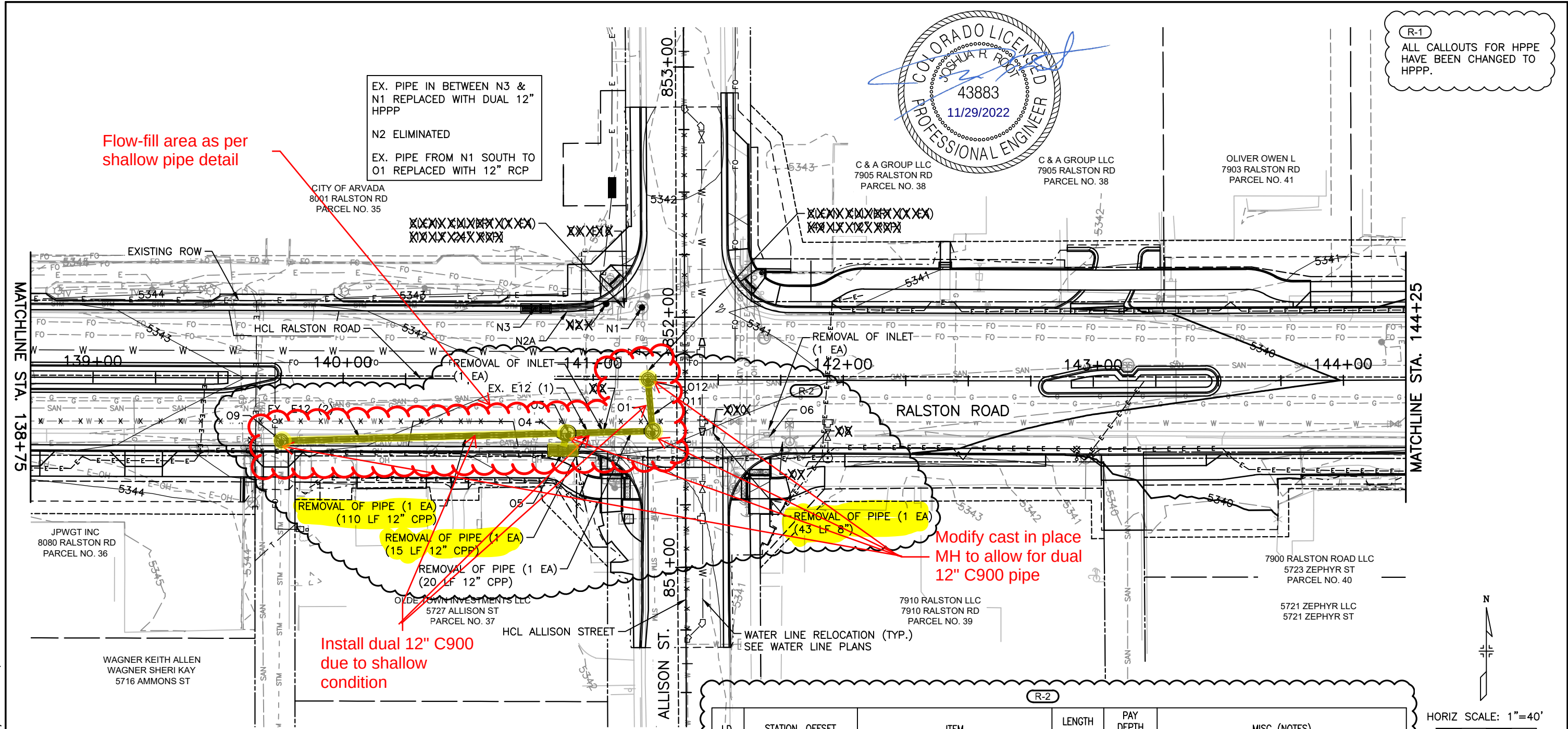
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Horizontal Scale: 1" = 40' Vertical Scale: N/A

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Sheet Revisions			
R-X	Date	Comments	Initials
R-1	02/01/2021	CHANGED HPPE TO HPPP	SMT
R-2	09/09/2021	LINE N ADJUSTMENT	SMT
R-3	11/28/2022	LINE N REVISIONS	CDT

CITY OF ARVADA
PUBLIC WORKS DEPARTMENT
8101 RALSTON ROAD
ARVADA, CO, 80002

As Constructed	RALSTON RD - YUKON ST TO GARRISON ST DRAINAGE PLAN RALSTON ROAD (STA. 133+25 - STA. 138+75)			Project No./Code
No Revisions:	Designer:	CDT	Structure	18-ST-40
Revised:	Detailer:	SMT	Numbers	
Void:	Sheet Subst:	DRAINAGE	Subst Sheets: PL-07 of 10	Sheet Number 183



I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
N1	141+19.34, 28.8' LT.	MODIFY MANHOLE			NEW RIM EL.
N2	141+02.58, 29.2' LT.	MODIFY STRUCTURE (SPECIAL)			NEW RIM EL. & CONVERT EX. INLET TO MH
N2A		12 INCH HPPP (CIP)	44		DUAL PIPE CONNECT TO N2
N3	140+77.00, 29.0' LT.	INLET TYPE 16 (TRIPLE) (5 FT)		5	CONNECT TO EX. RCP

I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
01	141+23.74, 20.5' RT.	MANHOLE SLAB BASE (5' DIA)		5	SEE MH DETAILS
02	141+03.95, 21.2' RT.	REMOVAL OF INLET			REMOVE EXISTING INLET
03	140+90.00, 21.5' RT.	MANHOLE SLAB BASE (5' DIA)		5	SEE MH DETAILS
04		8 INCH C909 (CIP)	8		DUAL PIPE
05	140+88.00, 29.0' RT.	INLET TYPE 16 (TRIPLE) (5 FT)		5	
06		REMOVAL OF INLET			REMOVE EXISTING INLET
07		6 INCH HPPP (CIP)	30		DUAL PIPES CONNECT TO 06
08	141+86.00, 29.0' RT.	INLET TYPE 16 (5 FT)		5	
09	139+75.37, 25.1' RT.	MANHOLE SLAB BASE (4' DIA)		5	SEE MH DETAILS
010		8 INCH HPPP (CIP)	43		
011		8 INCH C909 (CIP)	34		DUAL PIPE
012	141+21.91, 0.0' RT.	MANHOLE SLAB BASE (4' DIA)			SEE MH DETAILS
EX. E12 (1)		8 INCH C909 (CIP)	58		DUAL PIPE
EX. E12 (2)		8 INCH C909 (CIP)	222		DUAL PIPE

Print Date: 11/28/2022 4:07:46 PM

File Name: 118355_DRPL_SH01.DWG

Horizontal Scale: 1" = 40' Vertical Scale: N/A

R-X

R-1

R-2

Sheet Revisions

Date	Comments	Initials
02/01/2021	CHANGED HPPE TO HPPP	SMT
11/28/2022	O LINE REVISIONS	CDT

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CITY OF ARVADA
PUBLIC WORKS DEPARTMENT
8101 RALSTON ROAD
ARVADA, CO, 80002

As Constructed

No Revisions:

Revised:

Void:

RALSTON RD - YUKON ST TO GARRISON ST
DRAINAGE PLAN
RALSTON ROAD (STA. 138+75 – STA. 144+25)

Designer: CDT

Detailer: SMT

Sheet Subset: DRAINAGE

Structure Numbers

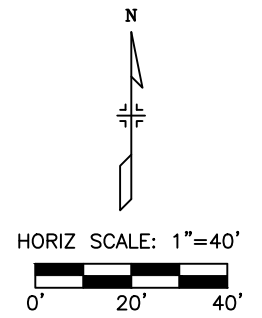
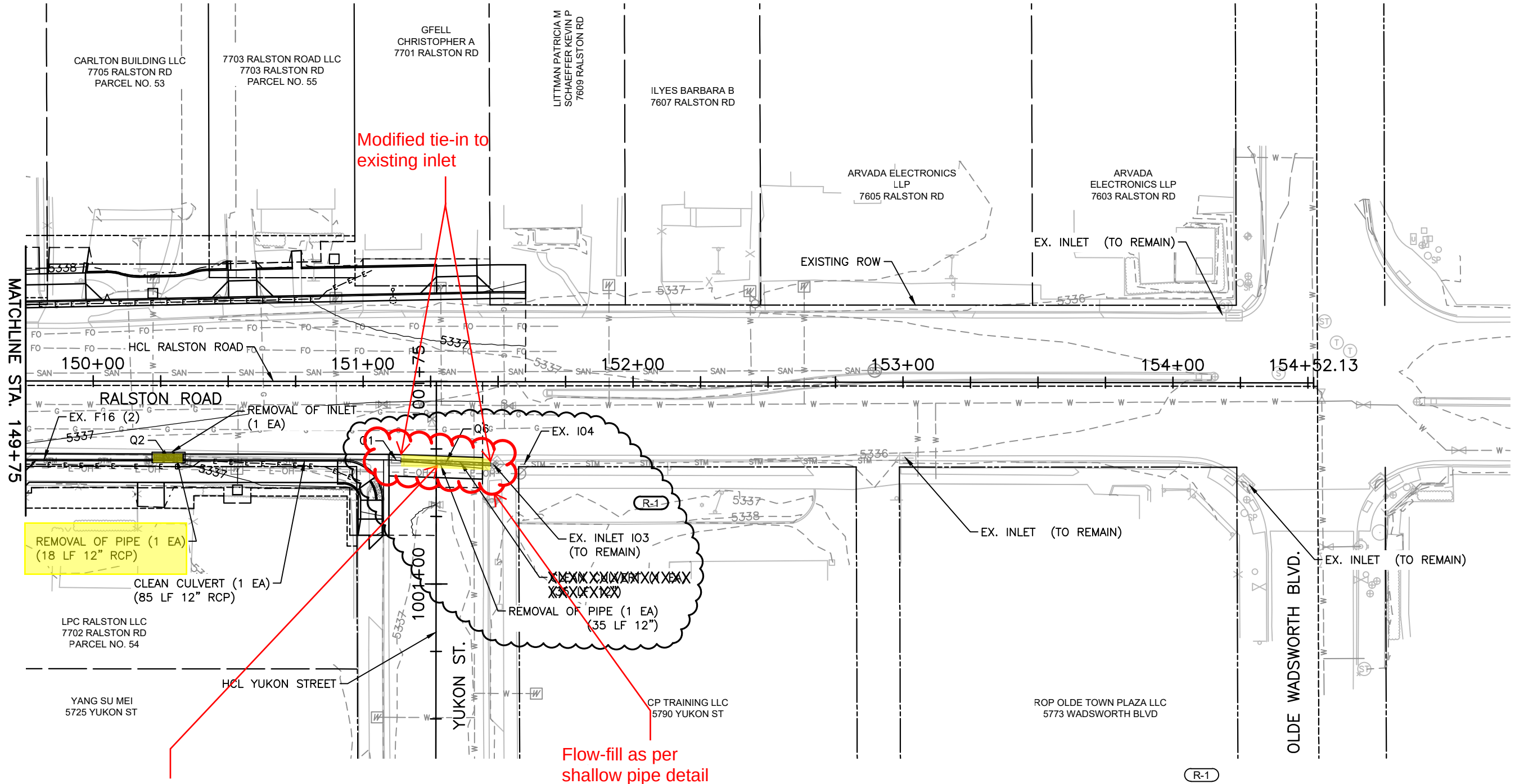
Subset Sheets: PL-08 of 10

Project No./Code

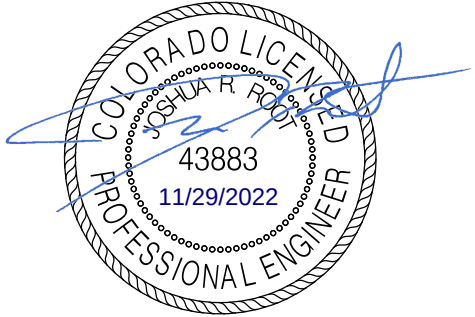
18-ST-40

Sheet Number

184



I.D.	STATION, OFFSET	ITEM	LENGTH (FT)	PAY DEPTH (FT)	MISC (NOTES)
Q1	151+12.32, 29.1' RT.	MODIFY INLET			RESET GRATE TO FINISHED GRADE EL.
Q2	150+28.02, 29.0' RT.	INLET TYPE 16 (TRIPLE) (5 FT)		5	CONNECT TO EX. STORM
Q6		12 INCH HPPP (CIP)	35		CONNECT TO EX. INLET



Print Date: 11/28/2022 4:07:55 PM

File Name: 118355_DRPL_SH01.DWG

Horizontal Scale: 1" = 40' Vertical Scale: N/A

R-X

R-1

Date

Comments

Initials

11/28/2022

LINE Q REVISIONS

CDT

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CITY OF ARVADA
PUBLIC WORKS DEPARTMENT
8101 RALSTON ROAD
ARVADA, CO, 80002

As Constructed

No Revisions:

Revised:

Void:

RALSTON RD - YUKON ST TO GARRISON ST
DRAINAGE PLAN
RALSTON ROAD (STA. 149+75 - END)

Designer: CDT
Detailer: DAL
Sheet Subset: DRAINAGE

Structure Numbers

Subset Sheets: PL-10 of 10

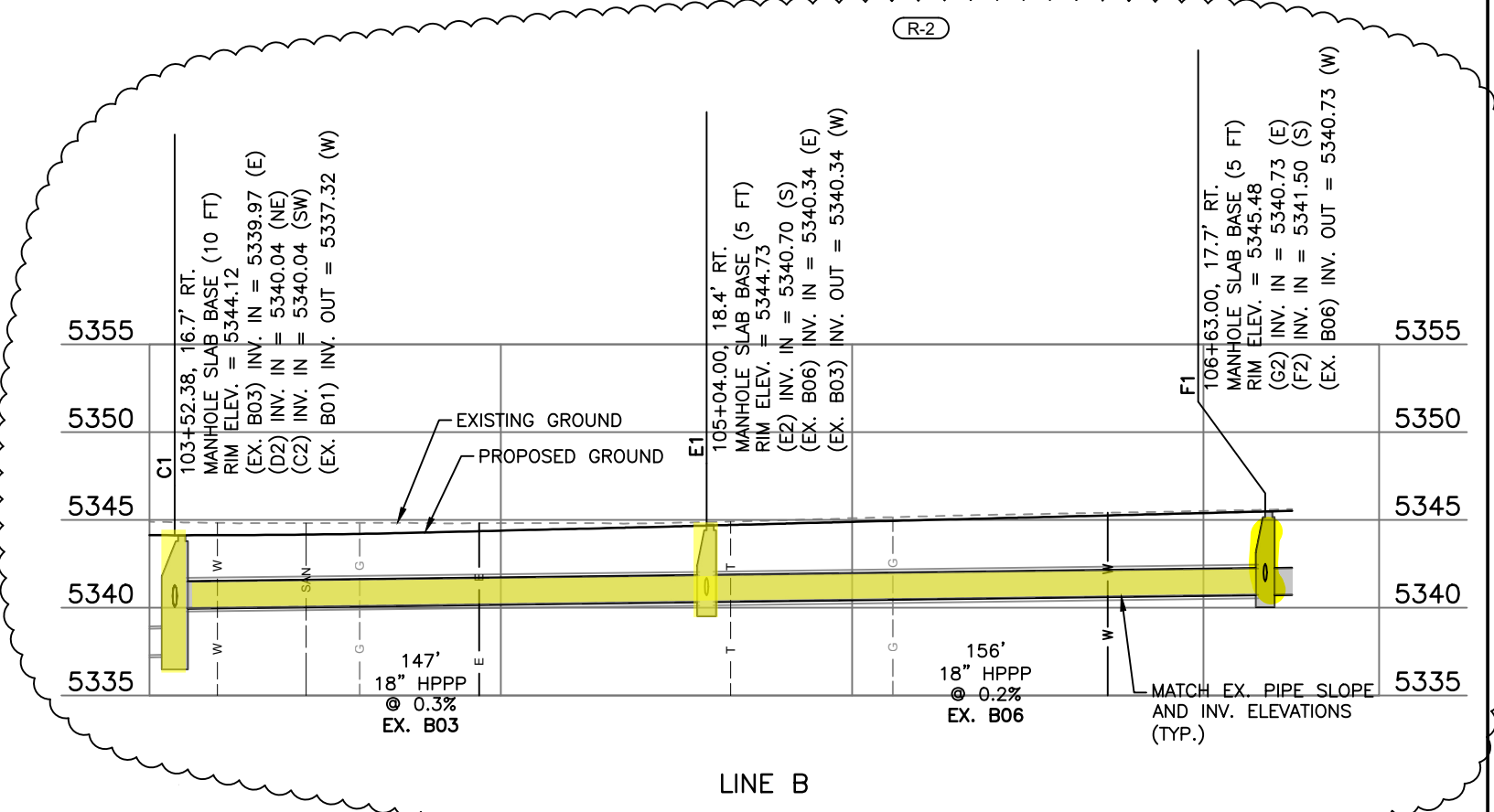
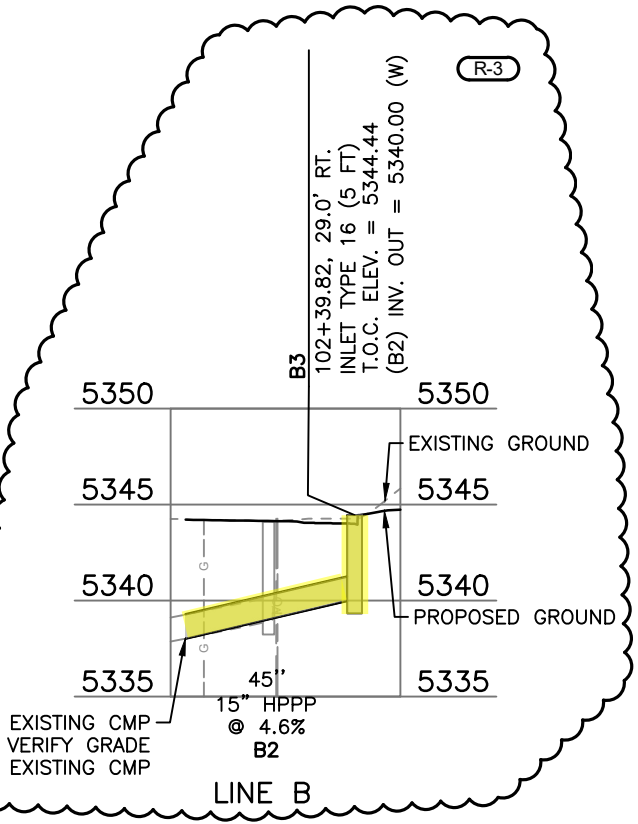
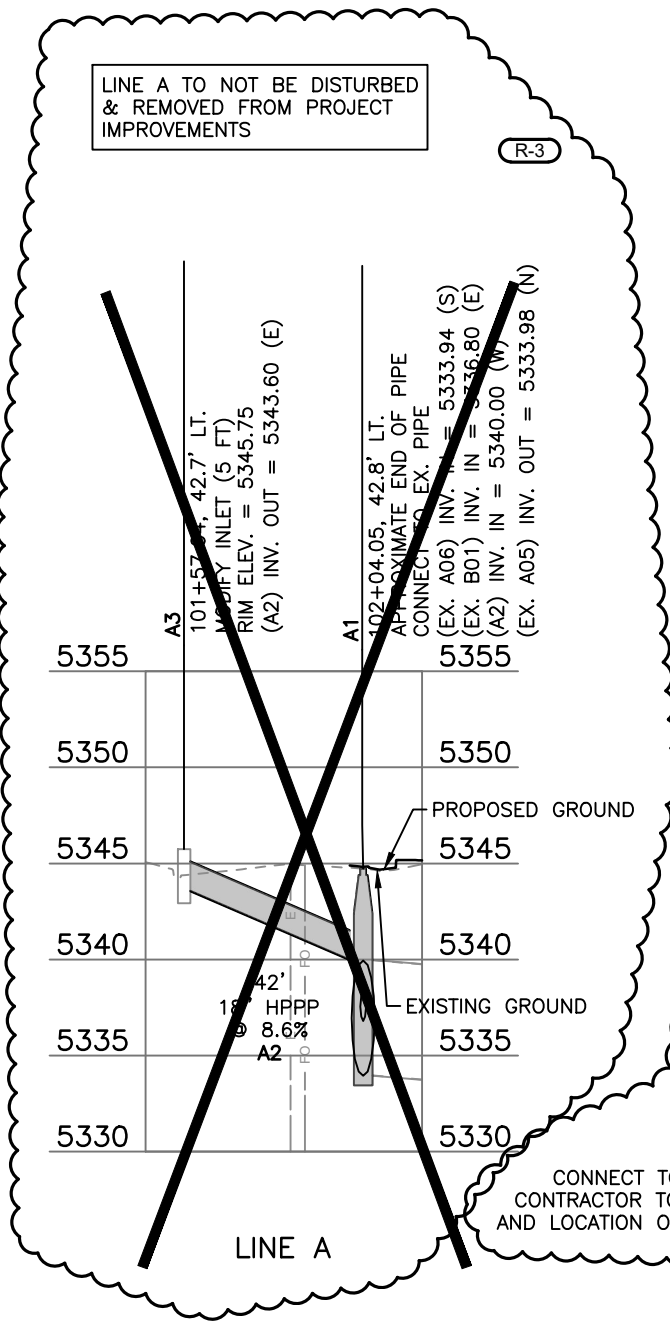
Project No./Code

18-ST-40

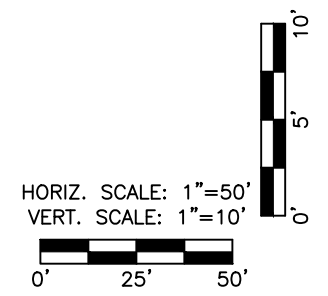
Sheet Number 186

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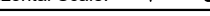
R-1
ALL CALLOUTS FOR HPPE
HAVE BEEN CHANGED TO
HPPP.



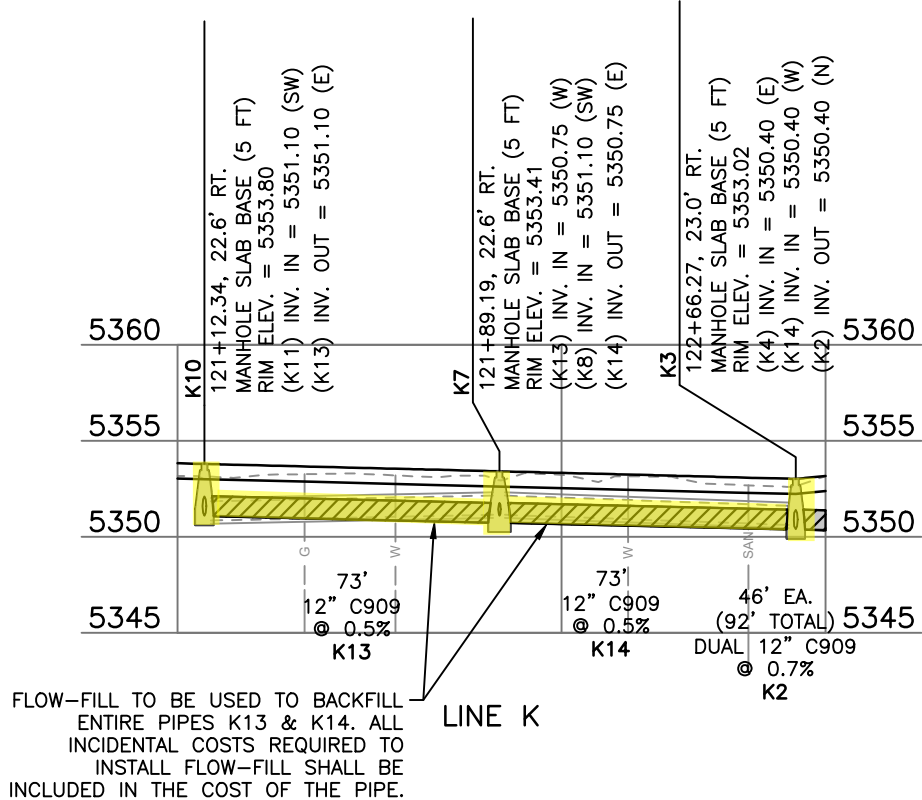
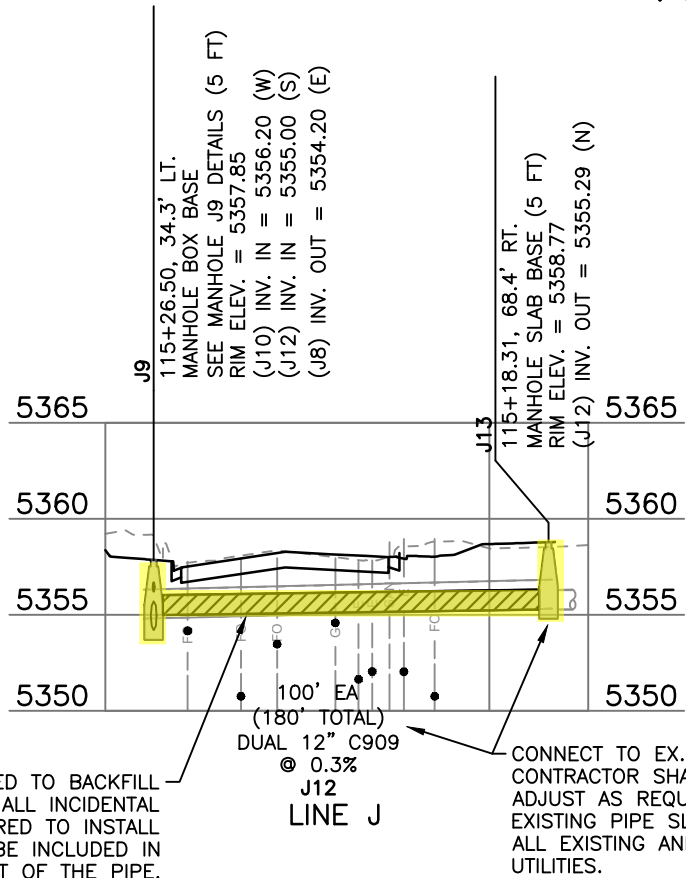
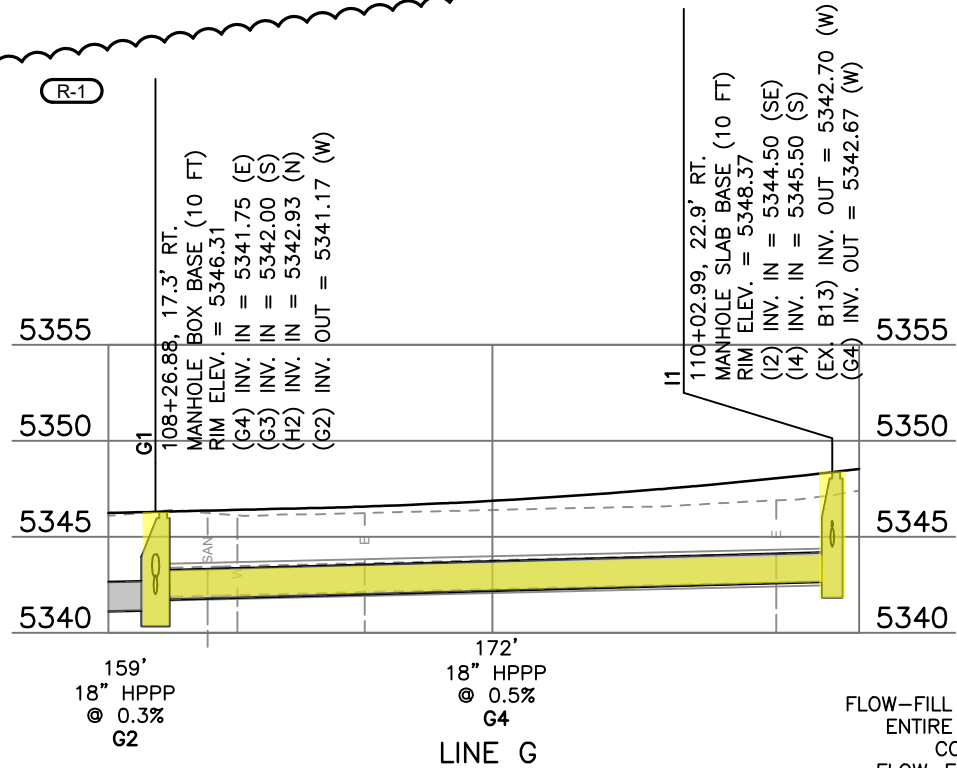
NOTE: ALL INCIDENTAL ITEMS REQUIRED FOR NEW STORM
DRAINAGE PIPE OR NEW INLET RE-CONNECTIONS INTO
EXISTING STORM DRAINAGE SYSTEMS SHALL BE INCLUDED
IN THE COST OF THE PIPE, MODIFY INLET, MODIFY
MANHOLE OR MODIFY STRUCTURE (SPECIAL).



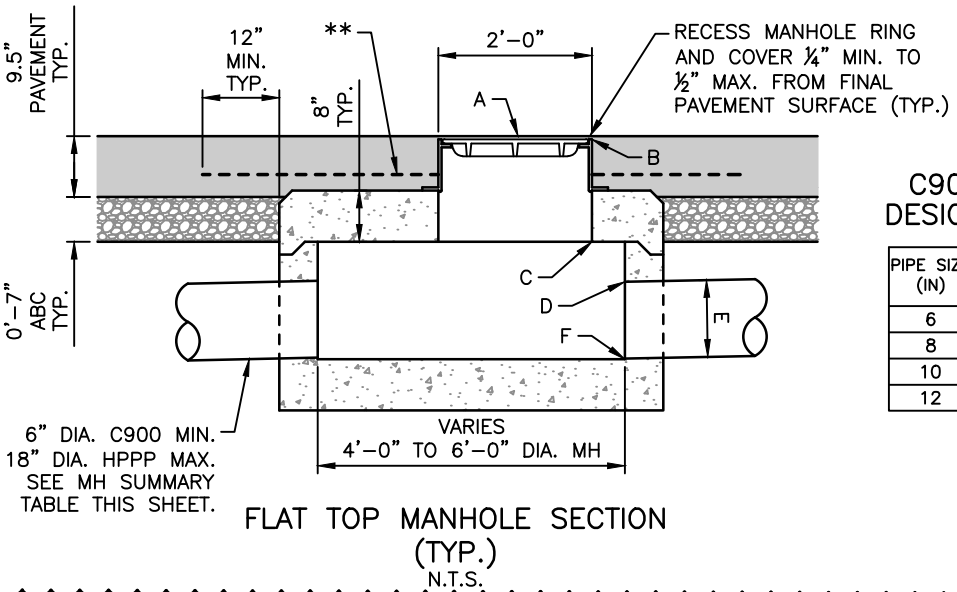
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Print Date: 11/14/2022 8:26:28 AM		Sheet Revisions			As Constructed		RALSTON RD - YUKON ST TO GARRISON ST DRAINAGE PROFILE LINES A AND B			Project No./Code	
File Name: 118355_DRPP_SH01.DWG										18-ST-40	
Horizontal Scale: 1" = 50'		Vertical Scale: N/A		R-X	Date	Comments	Initials				
 6400 South Fiddlers Green Circle, Suite 1500 Greenwood Village, CO 80111 Phone: 303.721.1440 www.FHUENG.com		R-1	02/01/2021	CHANGED HPPE TO HPPP	SMT						
		R-2	08/11/2022	REMOVE/REPLACE EX B03, EXB06	SMT						
		R-3	11/11/2022	LINE B REVISION	CDT						
					 CITY OF ARVADA PUBLIC WORKS DEPARTMENT 8101 RALSTON ROAD ARVADA, CO, 80002						

NOTE: ALL INCIDENTAL ITEMS REQUIRED FOR NEW STORM DRAINAGE PIPE OR NEW INLET RE-CONNECTIONS INTO EXISTING STORM DRAINAGE SYSTEMS SHALL BE INCLUDED IN THE COST OF THE PIPE, MODIFY INLET, MODIFY MANHOLE OR MODIFY STRUCTURE (SPECIAL).



** INSTALL TENSAR GLASGRID 8511 (GG8511) OR APPROVED EQUAL BY THE CITY OF ARVADA AROUND EACH MANHOLE STRUCTURE ACCORDING TO MANUFACTURER RECOMMENDATIONS. THE LIMITS OF THE GLASGRID SHALL BE PLACED A MINIMUM OF 12" BEYOND THE OUTSIDE EDGE OF THE CONCRETE MANHOLE STRUCTURE ON ALL SIDES BETWEEN THE BOTTOM 2 LIFTS. A HOLE IN THE GLASGRID SHALL BE PROVIDED FOR THE MANHOLE LID.

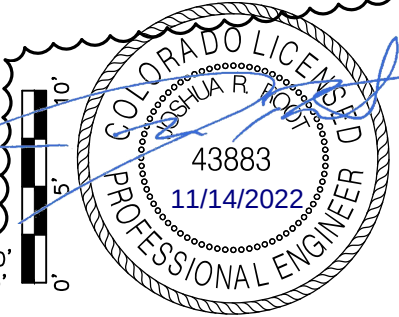
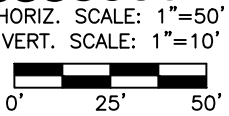
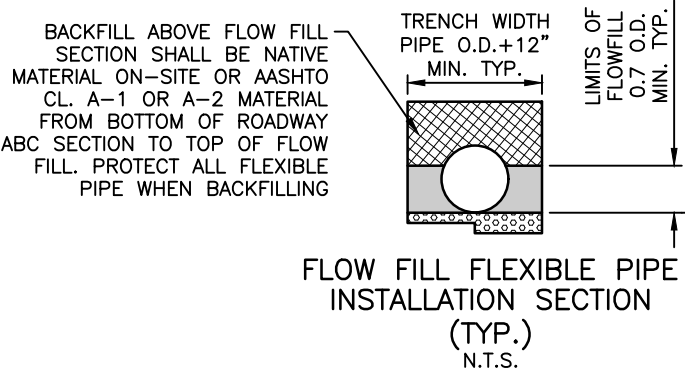
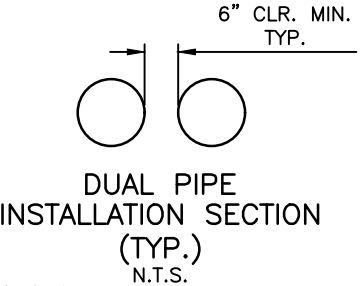


C909 PIPE DESIGN TABLE

PIPE SIZE (IN)	MIN. PIPE THICKNESS (IN)
6	0.284
8	0.373
10	0.457
12	0.544

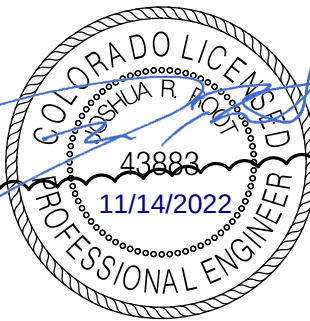
MANHOLE (MH) SUMMARY TABLE

MH I.D.	MH INSIDE DIA. FEET	A PAVEMENT SURFACE EL.	B MH RIM EL.	C MH BOTTOM OF SLAB EL.	D TOP OF PIPE EL.	CLEARANCE FROM BOTTOM OF MH SLAB TO TOP OF PIPE INCHES	PIPE THICKNESS INCHES	E PIPE INSIDE DIA. INCHES	F PIPE INV. EL.	PIPE MATERIAL	PIPE I.D.
K10	4	5353.80	5353.76	5352.42	5352.15	3.30	0.544	12	5351.10	C909	K11, K13
K7	5	5353.41	5353.37	5352.03	5351.80	2.75	0.373	8	5351.10	C909	K8
		5353.41	5353.37	5352.03	5351.80	2.82	0.544	12	5350.75	C909	K13, K14
K3	4	5353.02	5352.98	5351.64	5351.45	2.34	0.544	12	5350.40	C909	K14, K4, K2

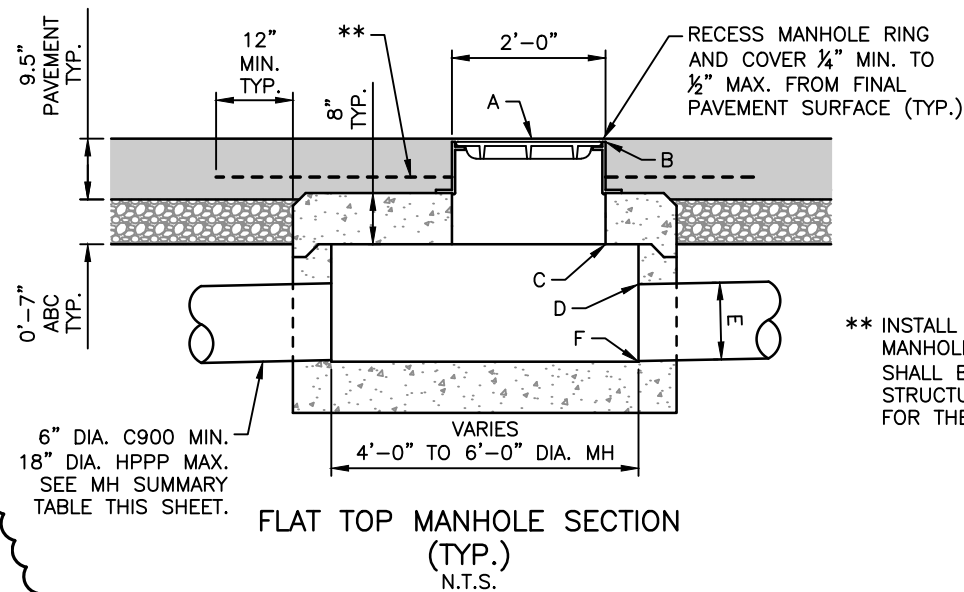
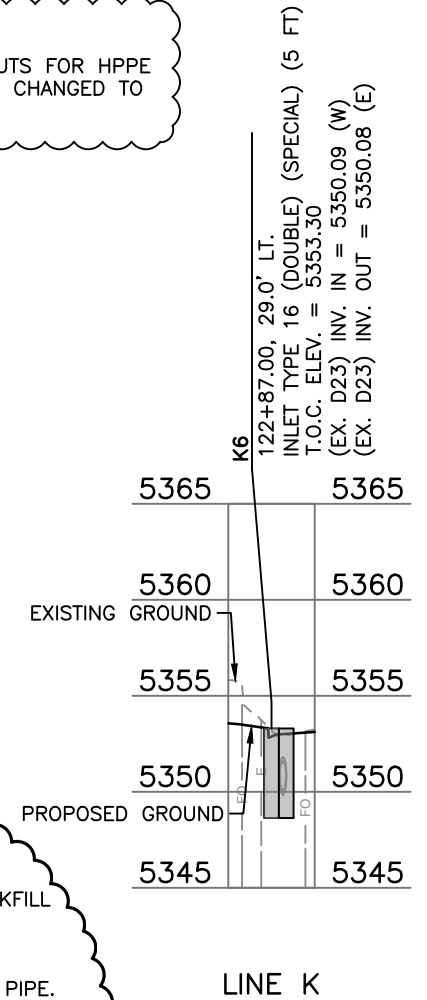
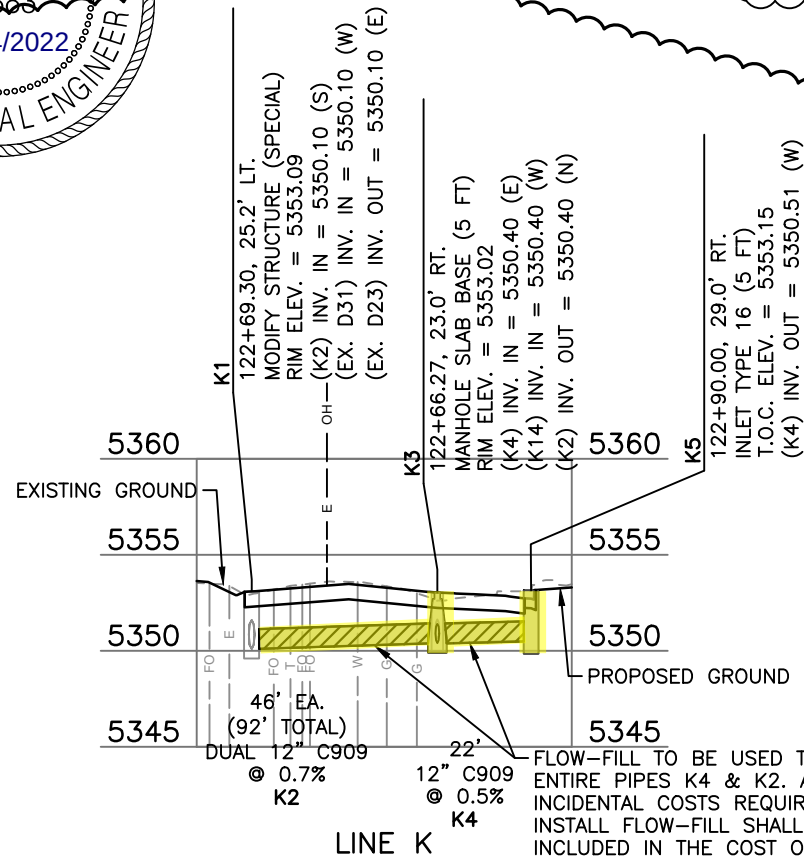
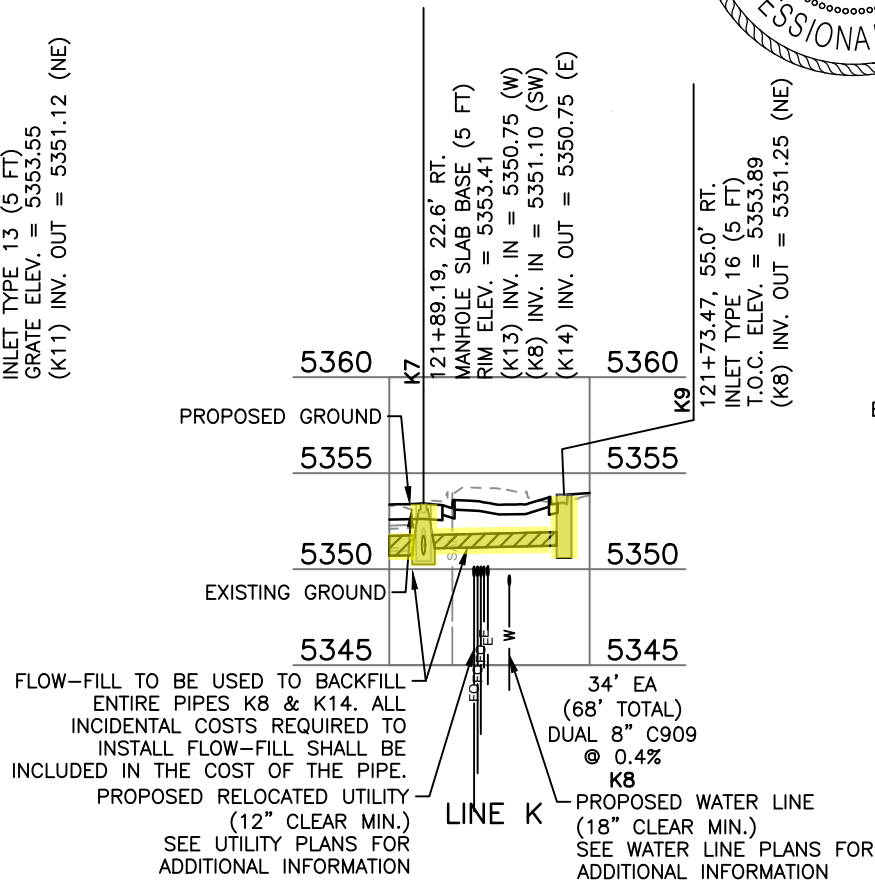
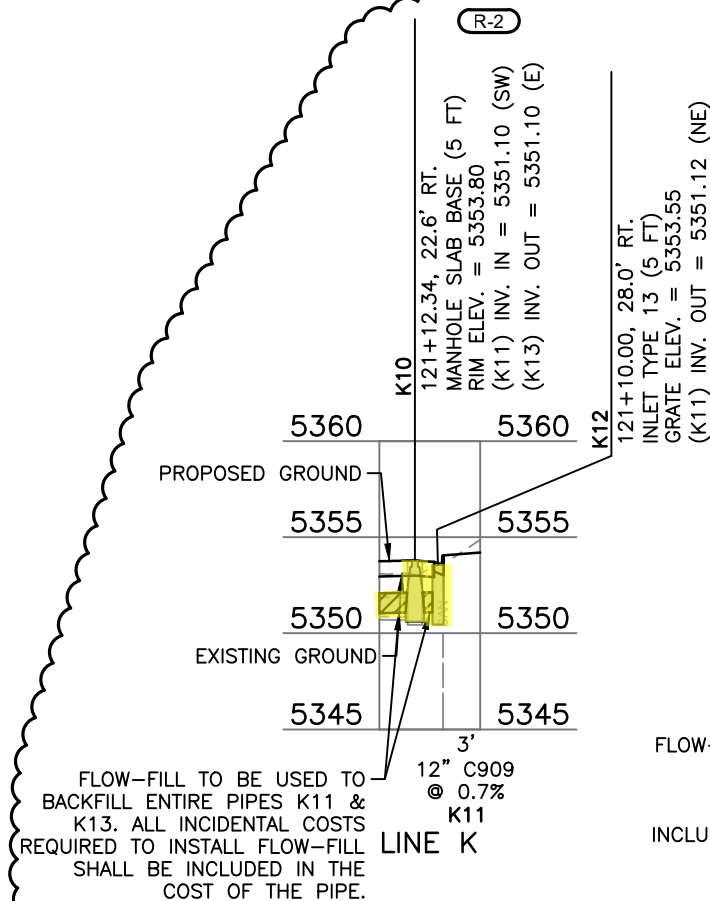


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Print Date: 11/14/2022 8:26:38 AM	R-X R-1	Sheet Revisions				As Constructed			RALSTON RD - YUKON ST TO GARRISON ST DRAINAGE PROFILE LINES G, J AND K			Project No./Code	
File Name: 118355_DRPP_S01.DWG		Date	Comments	Initials		No Revisions:				18-ST-40			
Horizontal Scale: 1" = 50' Vertical Scale: N/A		11/11/2022	LINE G, J AND K REVISIONS	CDT		Revised:	Designer: CDT	Structure Numbers					
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(R-1)
ALL CALLOUTS FOR HPPE
HAVE BEEN CHANGED TO
HPPP.



MANHOLE (MH) SUMMARY TABLE

MH I.D.	MH INSIDE DIA. FEET	A PAVEMENT SURFACE EL.	B MH RIM EL.	C MH BOTTOM OF SLAB EL.	D TOP OF PIPE EL.	CLEARANCE FROM BOTTOM OF MH SLAB TO TOP OF PIPE INCHES	PIPE THICKNESS INCHES	E PIPE INSIDE DIA. INCHES	F PIPE INV. EL.	PIPE MATERIAL	PIPE I.D.
K10	4	5353.80	5353.76	5352.42	5352.15	3.30	0.544	12	5351.10	C909	K11, K13
K7	5	5353.41	5353.37	5352.03	5351.80	2.75	0.373	8	5351.10	C909	K8
		5353.41	5353.37	5352.03	5351.80	2.82	0.544	12	5350.75	C909	K13, K14
K3	4	5353.02	5352.98	5351.64	5351.45	2.34	0.544	12	5350.40	C909	K14, K4, K2

** INSTALL TENSAR GLASGRID 8511 (GG8511) OR APPROVED EQUAL BY THE CITY OF ARVADA AROUND EACH MANHOLE STRUCTURE ACCORDING TO MANUFACTURER RECOMMENDATIONS. THE LIMITS OF THE GLASGRID SHALL BE PLACED A MINIMUM OF 12" BEYOND THE OUTSIDE EDGE OF THE CONCRETE MANHOLE STRUCTURE ON ALL SIDES BETWEEN THE BOTTOM 2 LIFTS. A HOLE IN THE GLASGRID SHALL BE PROVIDED FOR THE MANHOLE LID.

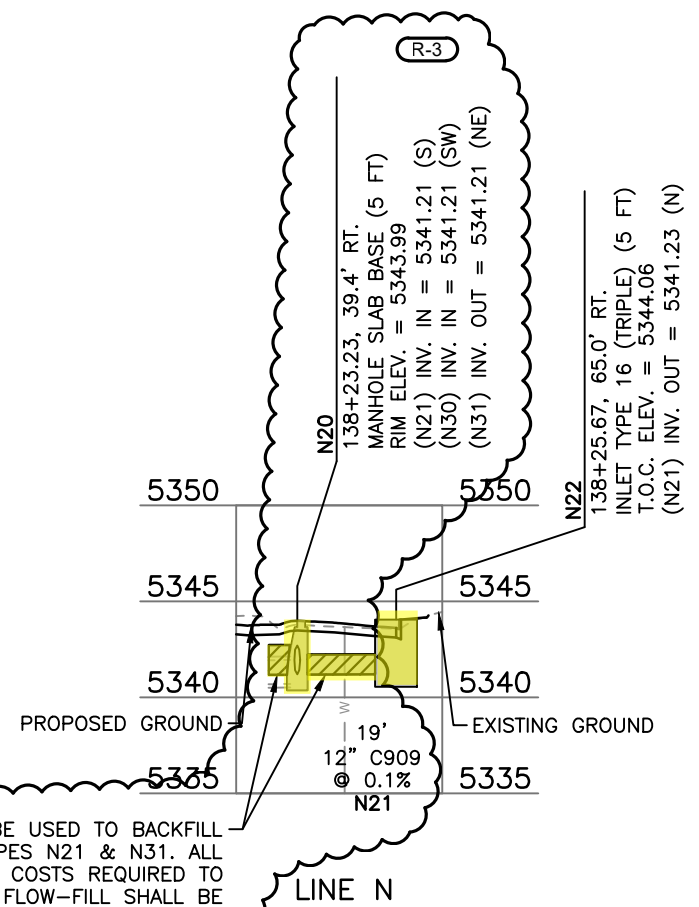
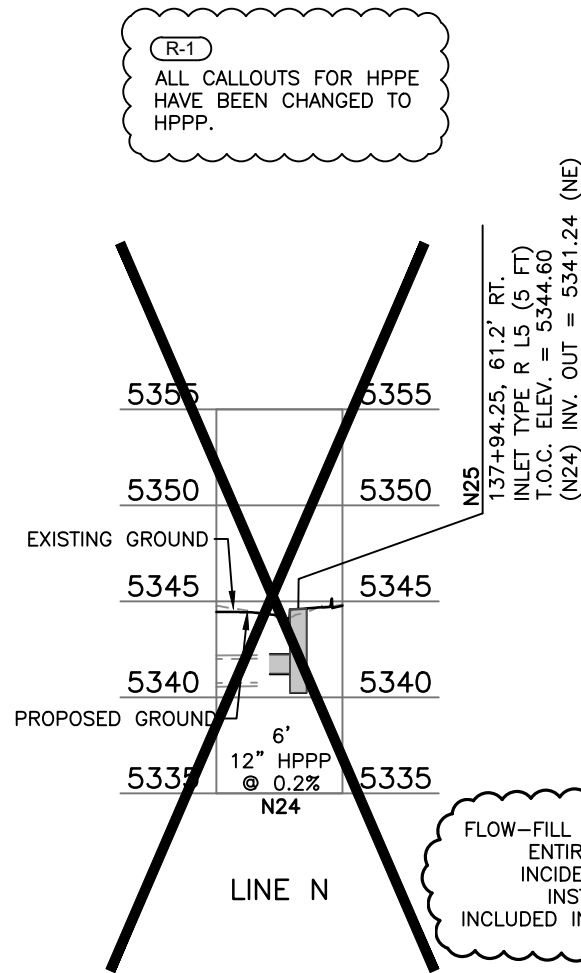
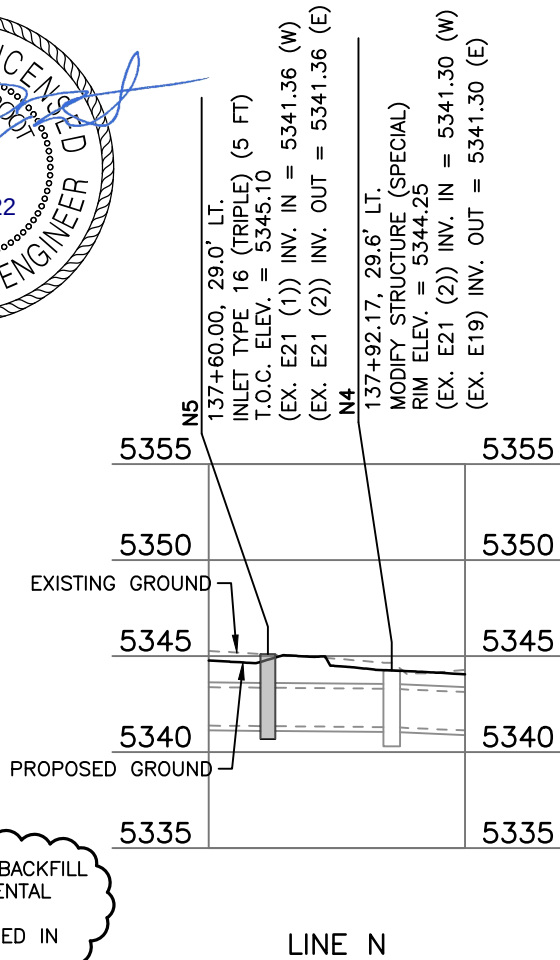
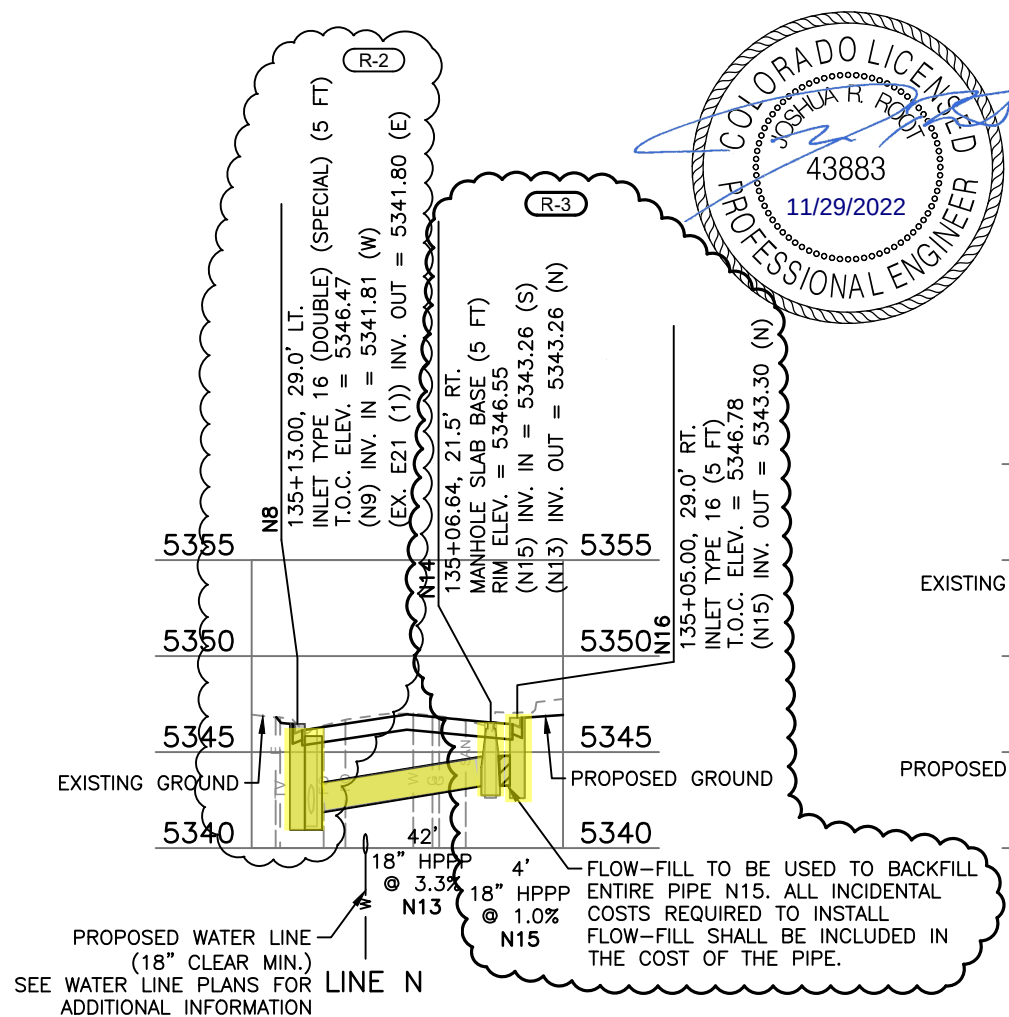
SEE SHEET PP-03a FOR
DUAL PIPE AND FLOW FILL
FLEXIBLE PIPE INSTALLATION
DETAILS

NOTE: ALL INCIDENTAL ITEMS REQUIRED FOR NEW STORM DRAINAGE PIPE OR NEW INLET RE-CONNECTIONS INTO EXISTING STORM DRAINAGE SYSTEMS SHALL BE INCLUDED IN THE COST OF THE PIPE, MODIFY INLET, MODIFY MANHOLE OR MODIFY STRUCTURE (SPECIAL).

HORIZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'



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MANHOLE (MH) SUMMARY TABLE

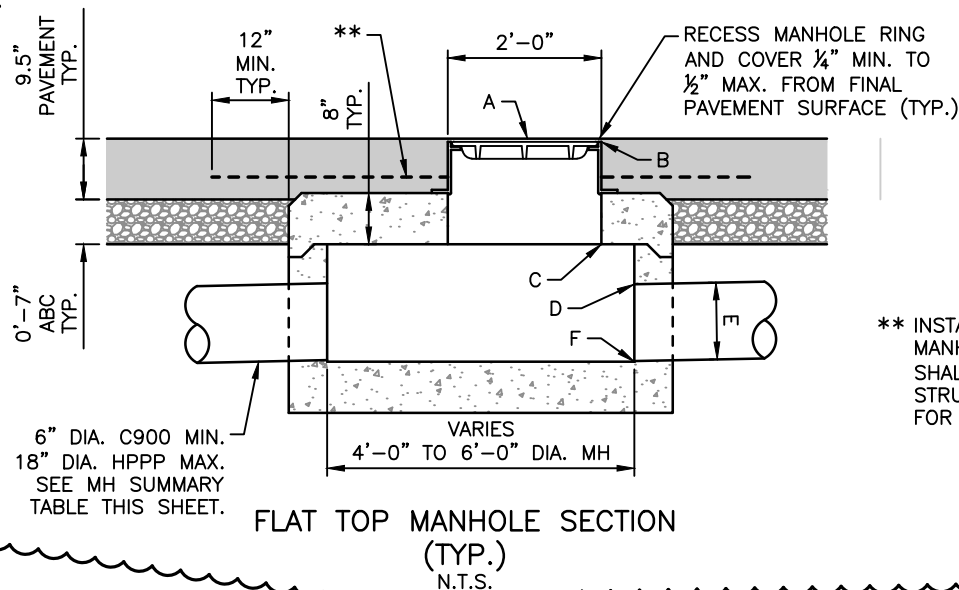
MH I.D.	MH INSIDE DIA. FEET	A PAVEMENT SURFACE EL.	B MH RIM EL.	C MH BOTTOM OF SLAB EL.	D TOP OF PIPE EL.	CLEARANCE FROM BOTTOM OF MH SLAB TO TOP OF PIPE INCHES	PIPE THICKNESS INCHES	E PIPE INSIDE DIA. INCHES	F PIPE INV. EL.	PIPE MATERIAL	PIPE I.D.
N14	4	5346.55	5346.51	5345.17	5344.97	2.42	2.5	12	5343.26	HPPPP	N13, N15
N20	6	5343.99	5343.95	5342.61	5342.26	4.26	0.544	12	5341.21	C909	N21, N30, N31
N17	6	5343.78	5343.74	5342.40	5342.25	1.86	0.544	12	5341.20	C909	N29, N31, N32
N23	Existing	5344.38	5344.34	5343.00	5342.44	6.74	2.5	12	5341.23	HPPPP	N24
		5344.38	5344.34	5343.00	5342.29	8.52	0.544	12	5341.23	C909	N30
N26	4	5343.87	5343.79	5342.45	5342.24	2.58	0.544	12	5341.19	C909	N18, N33

** INSTALL TENSAR GLASGRID 8511 (GG8511) OR APPROVED EQUAL BY THE CITY OF ARVADA AROUND EACH MANHOLE STRUCTURE ACCORDING TO MANUFACTURER RECOMMENDATIONS. THE LIMITS OF THE GLASGRID SHALL BE PLACED A MINIMUM OF 12" BEYOND THE OUTSIDE EDGE OF THE CONCRETE MANHOLE STRUCTURE ON ALL SIDES BETWEEN THE BOTTOM 2 LIFTS. A HOLE IN THE GLASGRID SHALL BE PROVIDED FOR THE MANHOLE LID.

SEE SHEET PP-03a FOR
DUAL PIPE AND FLOW FILL
FLEXIBLE PIPE INSTALLATION
DETAILS

NOTE: ALL INCIDENTAL ITEMS REQUIRED FOR NEW STORM DRAINAGE PIPE OR NEW INLET RE-CONNECTIONS INTO EXISTING STORM DRAINAGE SYSTEMS SHALL BE INCLUDED IN THE COST OF THE PIPE, MODIFY INLET, MODIFY MANHOLE OR MODIFY STRUCTURE (SPECIAL).

HORIZ. SCALE: 1"=50'
VERT. SCALE: 1"=10'



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Sheet Revisions			
R-X	Date	Comments	Initials
R-1	02/01/2021	CHANGED HPPE TO HPPPP	SMT
R-2	09/09/2021	LINE N ADJUSTMENT	SMT
R-3	11/11/2022	LINE N REVISIONS	CDT



CITY OF ARVADA
PUBLIC WORKS DEPARTMENT
8101 RALSTON ROAD
ARVADA, CO, 80002

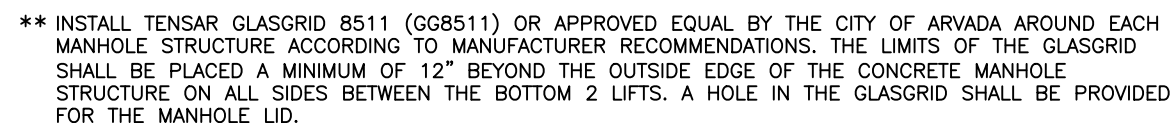
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No Revisions:						18-ST-40	
Revised:		Designer:	CDT	Structure			
		Detailer:	SMT	Numbers			
Void:		Sheet Subst:	DRAINAGE	Subset Sheets:	PP-08 of 10	Sheet Number 194	



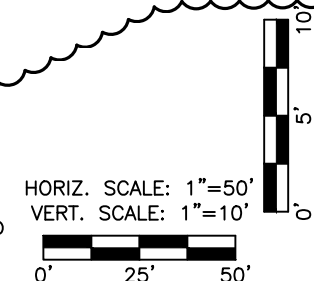
FLOW-FILL TO BE USED TO BACKFILL
ENTIRE PIPE N31, N32 & N33. ALL
INCIDENTAL COSTS REQUIRED TO
INSTALL FLOW-FILL SHALL BE
INCLUDED IN THE COST OF THE PIPE.

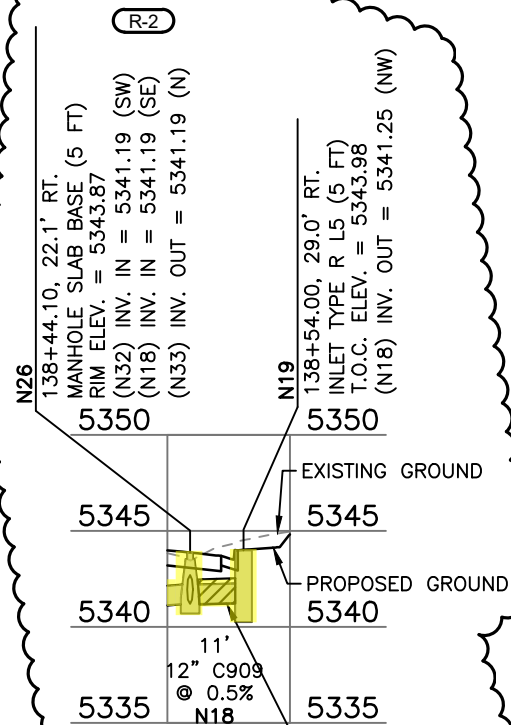
MANHOLE (MH) SUMMARY TABLE

MH I.D.	MH INSIDE DIA. FEET	A	B	C	D	CLEARANCE FROM BOTTOM OF MH SLAB TO TOP OF PIPE INCHES	PIPE THICKNESS INCHES	E	F	PIPE MATERIAL	PIPE I.D.
		PAVEMENT SURFACE EL.	MH RIM EL.	MH BOTTOM OF SLAB EL.	TOP OF PIPE EL.			PIPE INSIDE DIA. INCHES	PIPE INV. EL.		
N14	4	5346.55	5346.51	5345.17	5344.97	2.42	2.5	12	5343.26	HPPP	N13, N15
N20	6	5343.99	5343.95	5342.61	5342.26	4.26	0.544	12	5341.21	C909	N21, N30, N31
N17	6	5343.78	5343.74	5342.40	5342.25	1.86	0.544	12	5341.20	C909	N29, N31, N32
N23	Existing	5344.38	5344.34	5343.00	5342.44	6.74	2.5	12	5341.23	HPPP	N24
		5344.38	5344.34	5343.00	5342.29	8.52	0.544	12	5341.23	C909	N30
N26	4	5343.87	5343.79	5342.45	5342.24	2.58	0.544	12	5341.19	C909	N18, N33

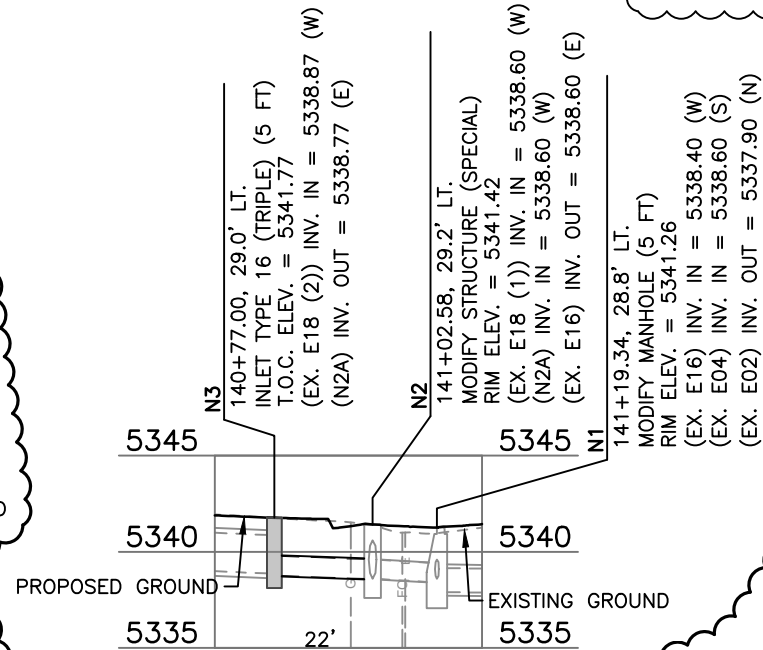


NOTE: ALL INCIDENTAL ITEMS REQUIRED FOR NEW STORM DRAINAGE PIPE OR NEW INLET RE-CONNECTIONS INTO EXISTING STORM DRAINAGE SYSTEMS SHALL BE INCLUDED IN THE COST OF THE PIPE, MODIFY INLET, MODIFY MANHOLE OR MODIFY STRUCTURE (SPECIAL).



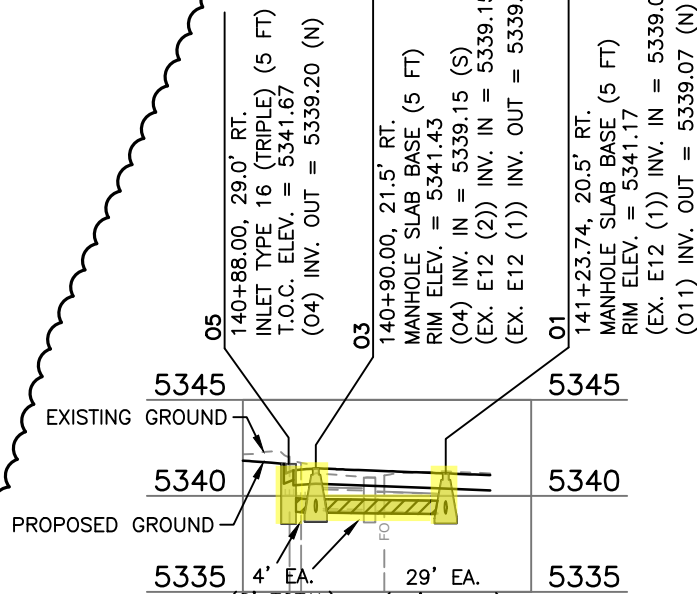


LINE N FLOW-FILL TO BE USED TO BACKFILL ENTIRE PIPE N18. ALL INCIDENTAL COSTS REQUIRED TO INSTALL FLOW-FILL SHALL BE INCLUDED IN THE COST OF THE PIPE.



LINE N

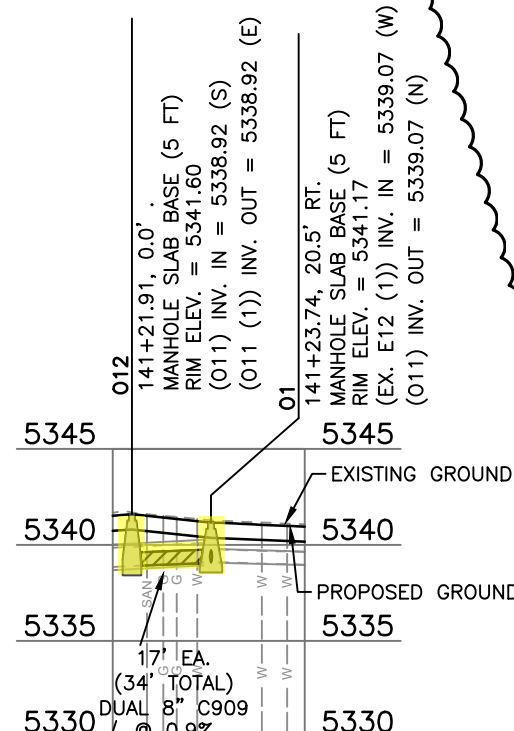
R-1
ALL CALLOUTS FOR HPPE HAVE BEEN CHANGED TO HPPP.



LINE O

FLOW-FILL TO BE USED TO BACKFILL ENTIRE PIPE 04 & EX. E12(1). ALL INCIDENTAL COSTS REQUIRED TO INSTALL FLOW-FILL SHALL BE INCLUDED IN THE COST OF THE PIPE.

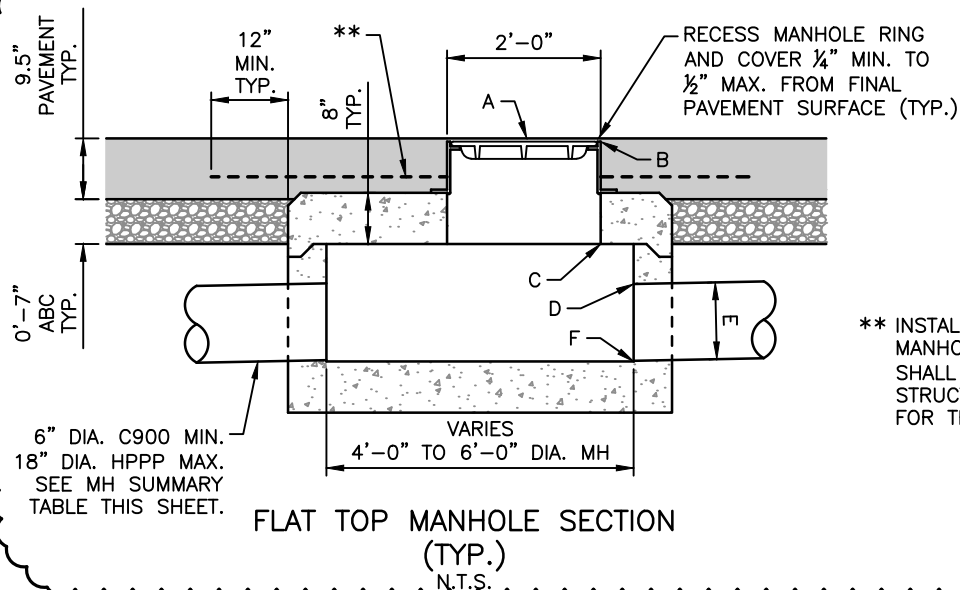
FLOW-FILL TO BE USED TO BACKFILL ENTIRE PIPE 011. ALL INCIDENTAL COSTS REQUIRED TO INSTALL FLOW-FILL SHALL BE INCLUDED IN THE COST OF THE PIPE.



LINE O

MANHOLE (MH) SUMMARY TABLE

MH I.D.	MH INSIDE DIA. FEET	A	B	C	D	CLEARANCE FROM BOTTOM OF MH SLAB TO TOP OF PIPE INCHES	PIPE THICKNESS INCHES	E	F	PIPE MATERIAL	PIPE I.D.
		PAVEMENT SURFACE EL.	MH RIM EL.	MH BOTTOM OF SLAB EL.	TOP OF PIPE EL.			PIPE INSIDE DIA. INCHES	PIPE INV. EL.		
01	5	5341.17	5341.13	5339.79	5339.77	0.23	0.373	8	5339.07	C909	EX. E12 (1), 011
03	5	5341.43	5341.39	5340.05	5339.85	2.43	0.373	8	5339.15	C909	EX. E12 (1), EX. E12 (2)
09	4	5342.35	5342.31	5340.97	5340.57	4.79	0.373	8	5339.87	C909	EX. E12 (1), EX. E12 (2)



** INSTALL TENSAR GLASGRID 8511 (GG8511) OR APPROVED EQUAL BY THE CITY OF ARVADA AROUND EACH MANHOLE STRUCTURE ACCORDING TO MANUFACTURER RECOMMENDATIONS. THE LIMITS OF THE GLASGRID SHALL BE PLACED A MINIMUM OF 12" BEYOND THE OUTSIDE EDGE OF THE CONCRETE MANHOLE STRUCTURE ON ALL SIDES BETWEEN THE BOTTOM 2 LIFTS. A HOLE IN THE GLASGRID SHALL BE PROVIDED FOR THE MANHOLE LID.

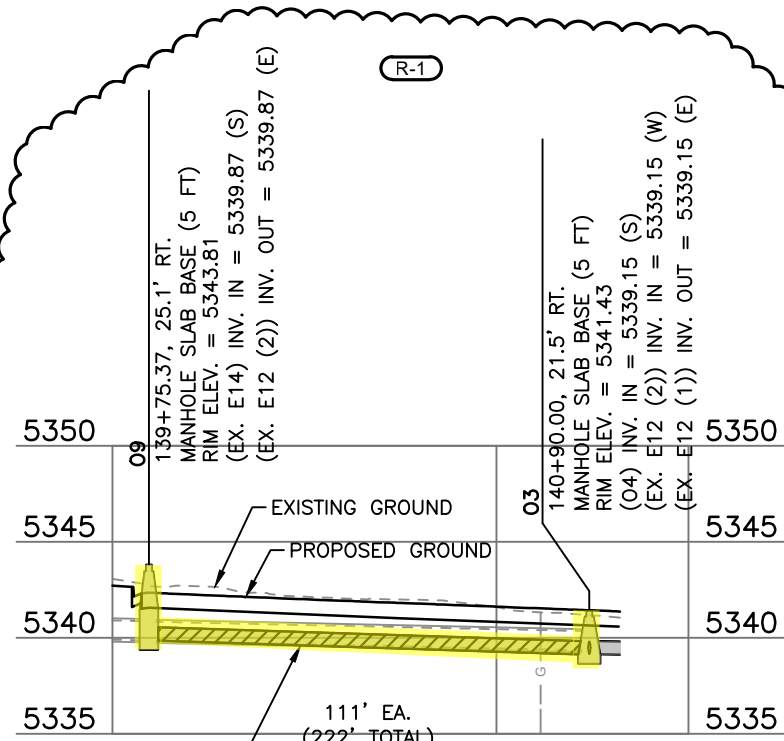
SEE SHEET PP-03a FOR DUAL PIPE AND FLOW FILL FLEXIBLE PIPE INSTALLATION DETAILS

NOTE: ALL INCIDENTAL ITEMS REQUIRED FOR NEW STORM DRAINAGE PIPE OR NEW INLET RE-CONNECTIONS INTO EXISTING STORM DRAINAGE SYSTEMS SHALL BE INCLUDED IN THE COST OF THE PIPE, MODIFY INLET, MODIFY MANHOLE OR MODIFY STRUCTURE (SPECIAL).



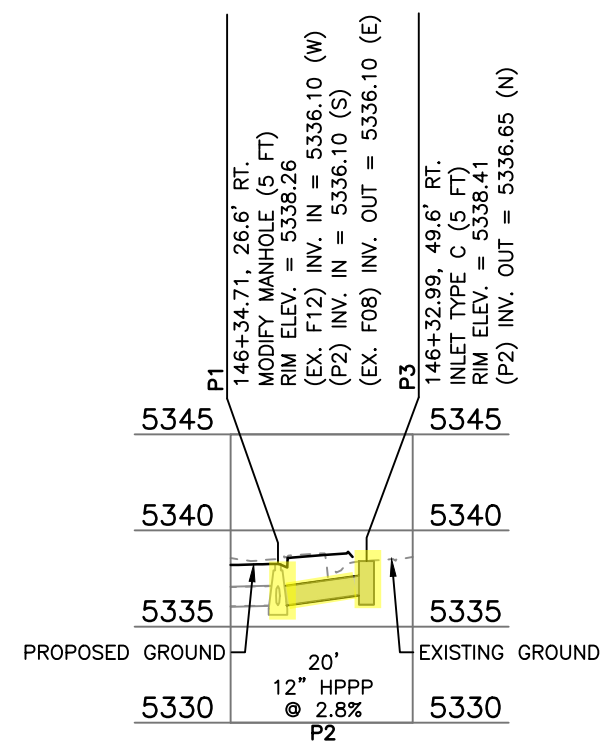
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VERT. SCALE: 1"=10'





FLOW-FILL TO BE USED TO BACKFILL ENTIRE PIPE EX. E12 (2). ALL INCIDENTAL COSTS REQUIRED TO INSTALL FLOW-FILL SHALL BE INCLUDED IN THE COST OF THE PIPE.

LINE O

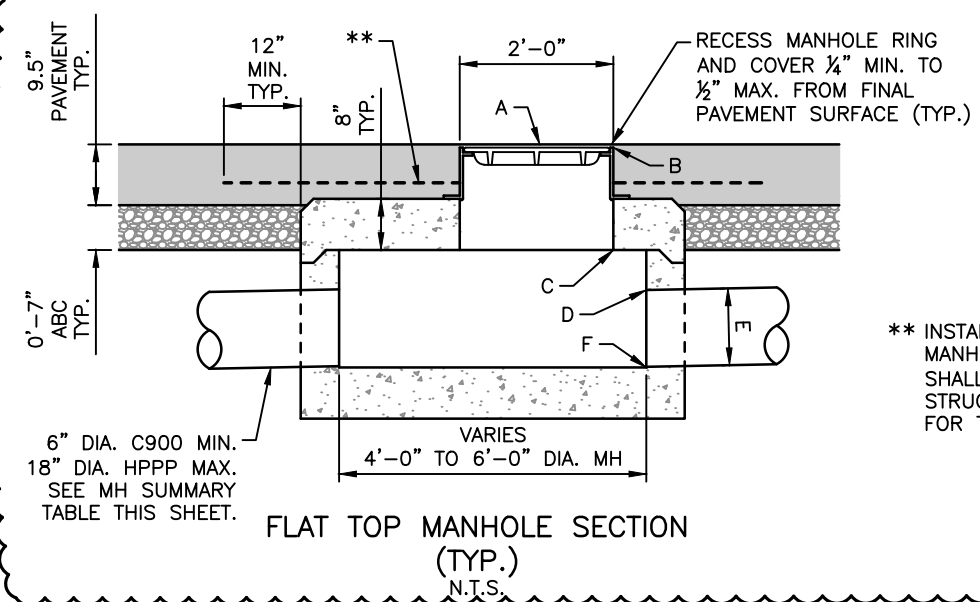


LINE P



MANHOLE (MH) SUMMARY TABLE

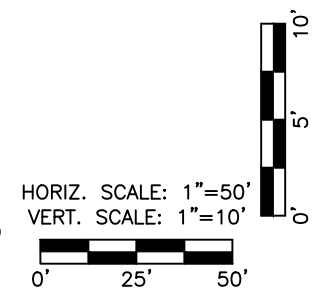
MH I.D.	MH INSIDE DIA. FEET	A	B	C	D	CLEARANCE FROM BOTTOM OF MH SLAB TO TOP OF PIPE INCHES	PIPE THICKNESS INCHES	E	F	PIPE MATERIAL	PIPE I.D.
		PAVEMENT SURFACE EL.	MH RIM EL.	MH BOTTOM OF SLAB EL.	TOP OF PIPE EL.			PIPE INSIDE DIA. INCHES	PIPE INV. EL.		
01	5	5341.17	5341.13	5339.79	5339.77	0.23	0.373	8	5339.07	C909	EX. E12 (1), 011
03	5	5341.43	5341.39	5340.05	5339.85	2.43	0.373	8	5339.15	C909	EX. E12 (1), EX. E12 (2)
09	4	5342.35	5342.31	5340.97	5340.57	4.79	0.373	8	5339.87	C909	EX. E12 (1), EX. E12 (2)



** INSTALL TENSAR GLASGRID 8511 (GG8511) OR APPROVED EQUAL BY THE CITY OF ARVADA AROUND EACH MANHOLE STRUCTURE ACCORDING TO MANUFACTURER RECOMMENDATIONS. THE LIMITS OF THE GLASGRID SHALL BE PLACED A MINIMUM OF 12" BEYOND THE OUTSIDE EDGE OF THE CONCRETE MANHOLE STRUCTURE ON ALL SIDES BETWEEN THE BOTTOM 2 LIFTS. A HOLE IN THE GLASGRID SHALL BE PROVIDED FOR THE MANHOLE LID.

SEE SHEET PP-03a FOR DUAL PIPE AND FLOW FILL FLEXIBLE PIPE INSTALLATION DETAILS

NOTE: ALL INCIDENTAL ITEMS REQUIRED FOR NEW STORM DRAINAGE PIPE OR NEW INLET RE-CONNECTIONS INTO EXISTING STORM DRAINAGE SYSTEMS SHALL BE INCLUDED IN THE COST OF THE PIPE, MODIFY INLET, MODIFY MANHOLE OR MODIFY STRUCTURE (SPECIAL).



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Horizontal Scale: 1" = 50' Vertical Scale: N/A

R-X

R-1

Date

Comments

Initials

11/11/2021

LINE O REVISIONS

CDT

6400 South Fiddlers Green Circle, Suite 1500
Greenwood Village, CO 80111
Phone: 303.721.1440
www.FHUENG.com

CITY OF ARVADA
PUBLIC WORKS DEPARTMENT
8101 RALSTON ROAD
ARVADA, CO, 80002

As Constructed

No Revisions:

Revised:

Void:

RALSTON RD - YUKON ST TO GARRISON ST
DRAINAGE PROFILE
LINES O AND P

Designer: CDT
Detailer: SMT
Sheet Subset: DRAINAGE

Structure Numbers

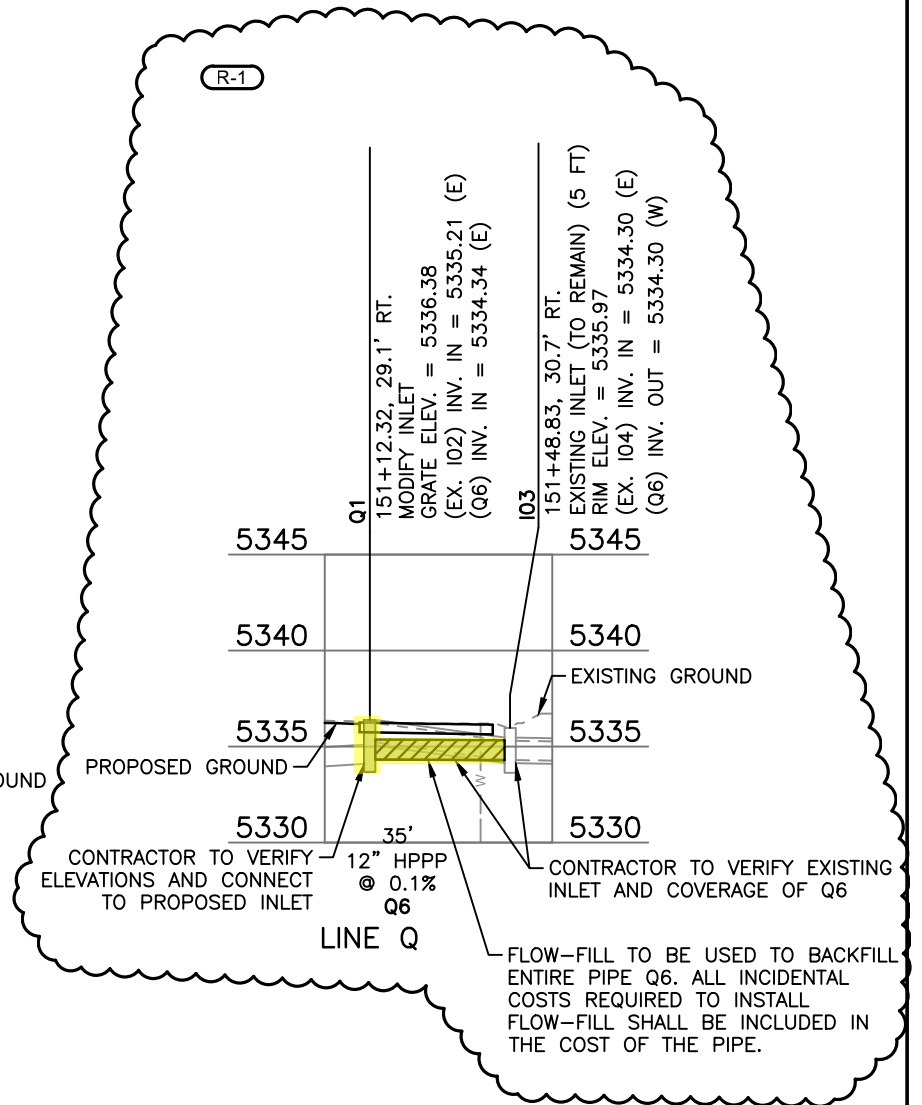
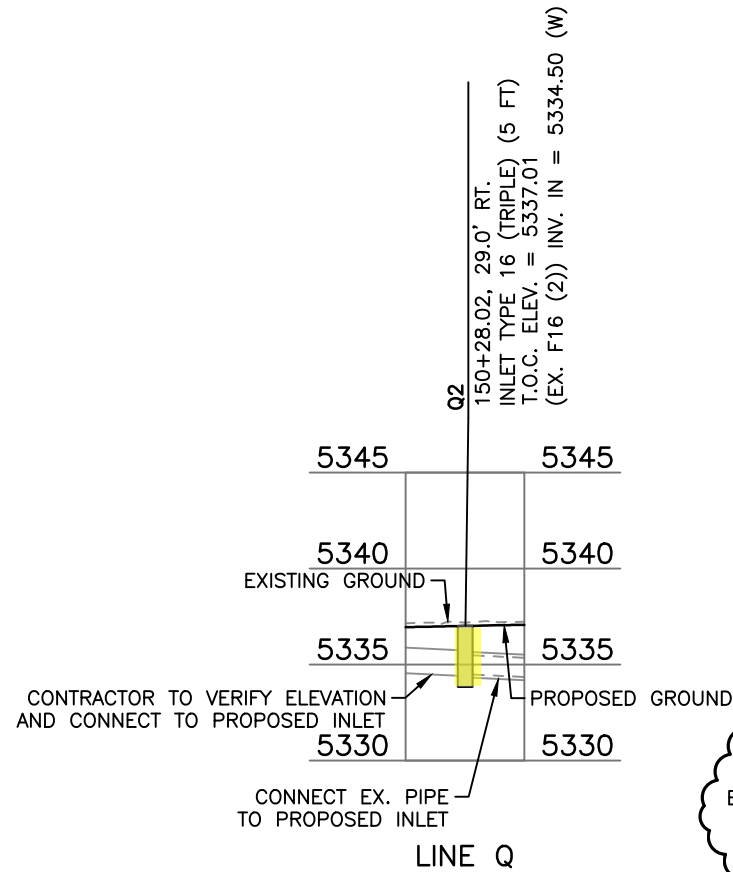
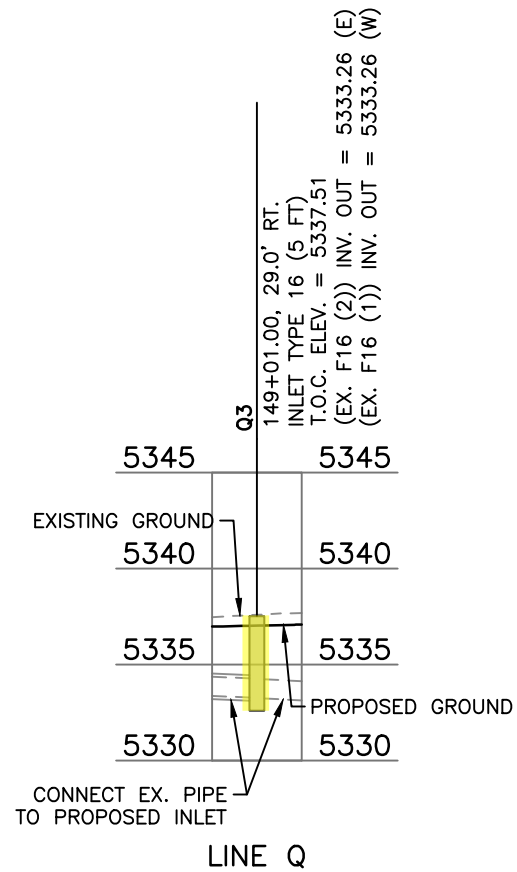
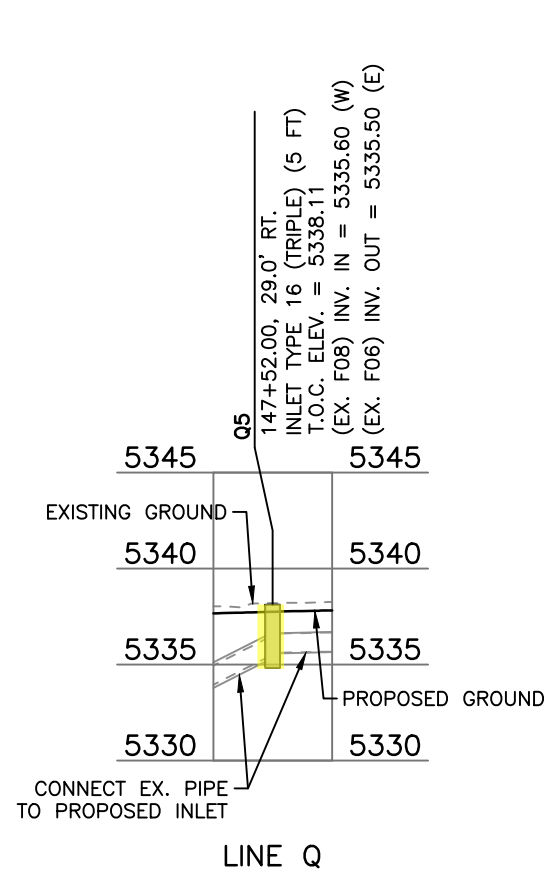
Subset Sheets: PP-09a of 10

Project No./Code

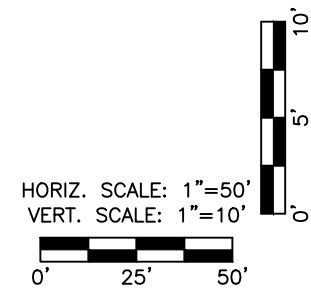
18-ST-40

Sheet Number 195a

I:\18355-01 Ralston Rd\04_Civil\CADD\Hydraulics\Drawings\18355_DRPP_SH01_11/28/2022 4:11:03 PM, Shawn.Twiss



NOTE: ALL INCIDENTAL ITEMS REQUIRED FOR NEW STORM DRAINAGE PIPE OR NEW INLET RE-CONNECTIONS INTO EXISTING STORM DRAINAGE SYSTEMS SHALL BE INCLUDED IN THE COST OF THE PIPE, MODIFY INLET, MODIFY MANHOLE OR MODIFY STRUCTURE (SPECIAL).



Print Date: 11/28/2022 4:11:03 PM
File Name: 118355_DRPP_SH01.DWG
Horizontal Scale: 1" = 50' Vertical Scale: N/A
 6400 South Fiddlers Green Circle, Suite 1500 Greenwood Village, CO 80111 Phone: 303.721.1440 www.FHUENG.com

Sheet Revisions			
Date	Comments	Initials	
11/11/2022	LINE Q REVISIONS	CDT	



CITY OF ARVADA
PUBLIC WORKS DEPARTMENT
8101 RALSTON ROAD
ARVADA, CO, 80002

As Constructed
No Revisions:
Revised:
Void:

RALSTON RD - YUKON ST TO GARRISON ST DRAINAGE PROFILE LINE Q			
Designer:	CDT	Structure	
Detailer:	SMT	Numbers	
Sheet Subset:	DRAINAGE	Subset Sheets:	PP-10 of 10

Project No./Code
18-ST-40
Sheet Number 196

Exhibit B Force Account Payment History

	2022						2023									
Description	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
ADDITIONAL SURVEYING	\$11,475.00															\$11,475.00
DRAINAGE LINE B		\$1,268.80	\$50,551.37	\$37,227.00		\$1,239.78										\$90,286.95
DRAINAGE LINE C		\$12,973.21	\$9,992.25													\$22,965.46
DRAINAGE LINE D		\$4,937.86										\$21,500.21	\$7,694.86			\$34,132.93
DRAINAGE LINE E			\$9,850.49													\$9,850.49
DRAINAGE LINE F			\$9,585.02													\$9,585.02
DRAINAGE LINE G			\$93,822.69	\$7,346.31		\$7,493.71										\$108,662.71
DRAINAGE LINE H			\$5,063.76									\$19,036.68	\$6,100.41			\$30,200.85
DRAINAGE LINE I			\$13,777.58	\$812.35												\$14,589.93
DRAINAGE LINE K				\$6,281.22	\$10,572.65	\$64,705.85										\$81,559.72
DRAINAGE LINE O									\$71,961.77	\$12,975.95		\$23,648.76			\$999.87	\$109,586.35
DRAINAGE LINE P										\$283.46		\$27,283.24	\$10,972.52		\$8,334.69	\$46,873.91
DRAINAGE LINE J					\$22,935.12	\$20,901.49	\$10,452.36			\$36,949.76						\$91,238.73
DRAINAGE LINE N						\$7,849.93	\$130,372.02	\$11,633.83	\$25,935.24	\$28,478.63			\$72,284.69		\$5,787.12	\$282,341.46
DRAINAGE LINE Q												\$35,643.15	\$23,946.92		\$1,826.32	\$61,416.39
POTHLING FOR UTILITIES								\$8,360.17	\$5,817.31	\$5,203.66	\$7,943.62	\$639.94		\$3,025.32		\$30,990.02
Unclassified Excavation			\$1,014.84	\$167,511.69	\$83,210.97	\$26,621.42	\$18,851.04	\$120,336.79	\$132,870.79	\$138,772.39	\$103,286.88	\$129,101.95	\$63,425.62	\$165,525.49	\$63,933.76	\$1,214,463.63
ABC (CLASS 6)				\$78,118.52	\$106,421.25	\$93,842.99	\$53,451.90	\$106,091.44	\$94,346.25	\$107,717.37	\$6,714.18	\$40,412.64	\$126,931.23	\$243,699.67	\$217,406.31	\$1,275,153.75
Standard Concrete Inlets and Manholes			\$30,322.19													\$30,322.19
INLET M7				\$15,269.28	\$6,737.05											\$22,006.33
Totals	\$11,475.00	\$19,179.87	\$223,980.19	\$312,566.37	\$229,877.04	\$222,655.17	\$213,127.32	\$246,422.23	\$330,931.36	\$330,381.22	\$117,944.68	\$297,266.57	\$311,356.25	\$412,250.48	\$298,288.07	

Awaiting additional information for substantiation of cost

Change Order Not to Exceed Amount **\$3,577,701.82**
Contract Amount \$12,706,765.81
New Contract Not to Exceed Amount **\$16,284,467.63**



REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.B.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: October 23, 2023

SUBJECT: R23-096, A Resolution Accepting Submission of the Arvada Police Department Facial Recognition Accountability Report in Accordance with C.R.S. 24-18-302(4) (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

Report in Brief

PRESENTER: Sr. Asst. City Attorney Aaron Jacks

Recent State legislation requires law enforcement agencies that wish to implement or continue to utilize facial recognition services ("FRS") as an investigative tool to comply with a number of statutory requirements. Council may recall that it accepted the Arvada Police Department's (APD) "notice of intent" to resume its use of FRS at its meeting on March 6, 2023. The APD has prepared the facial recognition "accountability report" and held public meetings at its community stations to receive feedback from community members as required by the statute. The APD now submits its final accountability report to Council in order to meet the requirements of C.R.S. 24-18-302(4).

The Arvada team recommends that the City Council approve R23-096, A Resolution Accepting Submission of the Arvada Police Department Facial Recognition Accountability Report in Accordance with C.R.S. 24-18-302(4).

Financial Impact

This resolution has no financial impact. The APD will continue its work to deploy the use of FRS within existing APD budgets.

Background

Senate Bill 22-113 enacted various requirements for law enforcement agencies who wish to utilize FRS as an investigative tool. Agencies must prepare an extensive "Accountability Report" discussing how the agency will implement and utilize FRS and hold meetings to receive community feedback. The final Accountability Report must then be submitted to the agency's governing body (i.e. City Council). The law does not specify the manner in which the accountability report is to be "submitted".

The APD prepared its Accountability Report and held three public meetings at its community stations to receive feedback September 25th-27th. Although the APD posted information about the meetings to its website as required by statute, and posted about them on social media, the APD did not receive any community participation, feedback, or concerns at those meetings. The APD now submits its final Accountability Report to Council.

Discussion

FRS remains a valuable investigative tool in cases where a suspect's identity is unknown. FRS can be used, along with other tools, to develop leads to the suspect's possible identity. The APD recognizes that FRS is only one tool among many, and will utilize such services only in compliance with applicable law. The final Accountability Report provided to Council is the next step in the APD's efforts to meet the requirements of the statute so that it can appropriately utilize FRS in its investigations.

Public Contact

SUBJECT: R23-096, A Resolution Accepting Submission of the Arvada Police Department Facial Recognition Accountability Report in Accordance with C.R.S. 24-18-302(4) (Presenter: Aaron Jacks, Sr. Asst. City Attorney)	PAGE: 2 ITEM: 8.B.1.
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Posting of the City Council agenda. In addition, the APD held four public meetings to receive feedback about its Accountability Report as noted.

Commission Recommendation

NA

Strategic Alignment

This resolution aligns with the City's Safe Community strategies by permitting the APD to comply with statutory requirements in order to utilize FRS as an investigative tool.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R23-096, A Resolution Accepting Submission of the Arvada Police Department Facial Recognition Accountability Report in Accordance with C.R.S. 24-18-302(4).

Suggested Motion:

I move that R23-096, A Resolution Accepting Submission of the Arvada Police Department Facial Recognition Accountability Report in Accordance with C.R.S. 24-18-302(4), be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	9/28/2023
Edward Brady, Deputy Police Chief	9/28/2023
Rachel Morris, City Attorney	9/29/2023
Lorie Gillis, City Manager	10/9/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-096

A RESOLUTION ACCEPTING SUBMISSION OF THE ARVADA POLICE DEPARTMENT
FACIAL RECOGNITION ACCOUNTABILITY REPORT IN ACCORDANCE WITH C.R.S. §
24-18-302(4)

WHEREAS, Colorado law enforcement agencies which develop, procure, or use a facial recognition service (“FRS”) after August 10, 2022 must submit to their “reporting authority” an “accountability report” in accordance with C.R.S. § 24-18-302(4); and

WHEREAS, the Arvada City Council is the Arvada Police Department’s (APD) “reporting authority” as defined at C.R.S. § 24-18-301(14); and

WHEREAS, the APD has prepared an “accountability report” which includes the information required by C.R.S. § 24-18-302(2)(a-h); and

WHEREAS, FRS is a valuable investigative tool which can assist the APD to develop leads as to the identity of criminal suspects; and

WHEREAS, the APD now submits its accountability report to City Council; and

WHEREAS, the City Council finds that the APD’s use of FRS in appropriate investigations will promote the health, safety, and welfare of the public.

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 accept, by signature of this resolution as attested by the City Clerk, submission of the Arvada Police Department’s Facial Recognition Accountability Report in Accordance with C.R.S. § 24-18-302, 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 23rd day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

**Arvada Police Department
Facial Recognition Accountability Report
September 28, 2023
LexisNexis Lumen Facial Recognition Service**

The Arvada Police Department (APD) has prepared this Accountability Report pursuant to the requirements of Colorado Senate Bill 22-113, as codified in Colorado Revised Statutes (CRS) §§ 24-18-301 through 309. This Accountability Report discusses information required by CRS §§ 24-18-302(2)(a-h). Related references to statutory requirements are noted where applicable.

The APD will activate the facial recognition functionality (hereafter referred to as the facial recognition service or “FRS”), facilitated by Rank One Computing Corporation, within the LexisNexis Lumen software platform. Lumen is an investigative application that utilizes the criminal justice information shared between the law enforcement member agencies of the Colorado Information Sharing Consortium (CISC). The FRS within the Lumen platform is provided by Denver-based, Rank One Computing Corporation’s (ROC) SDK version 2.2.1 algorithm software (CRS § 24-18-302(2)(a)(I)).

This software uses state-of-the-art facial recognition technology to match the face in a user-uploaded image to mugshot images from CISC member agency records. It is designed to be used in ways that ultimately reduce crime, fraud, and to enhance community safety. All APD use of FRS shall be for official law enforcement purposes only and considered law enforcement sensitive information (CRS § 24-18-302(2)(a)(II)).

In accordance with CRS § 24-18-307, the APD will use FRS information only as investigative leads and will utilize any FRS results only in conjunction with other leads and evidence.

I. Technical Description & Intended Use

Lumen FRS may be used in an investigation to help identify potential suspects by comparing a single user-uploaded image (the “probe image”) of an unknown suspect to a collection of gallery facial images provided by the CISC. Lumen FRS provides multiple results, each with a given match score generated by the ROC SDK’s facial recognition algorithms. The match score is designed to indicate the likelihood of the probe image matching a given result (CRS § 24-18-302(2)(b)(I)).

Capabilities & Function

The Lumen FRS helps solve crimes after-the-fact by matching photos obtained by a government customer, of suspects, persons of interest to a law enforcement investigation, and victims or possible victims of crimes against images of known persons contained within the CISC member-agencies records. Specifically, the Lumen FRS uses a machine-learning facial recognition algorithm to initiate a search between the face in probe image against the images contained within the criminal justice records available only to members of the CISC. At that point, law enforcement personnel make independent assessments to determine if there is a match between the probe image and images scored high within Lumen. Each decision about a possible match is made by an FRS-trained member of the APD (CRS § 24-18-302(2)(d)(I)).

The core facial recognition algorithms depend primarily on the image quality of the probe image and gallery images and on the robustness of the algorithm development process. The primary factors of image quality are capture conditions, including camera sensor quality, field of focus, glare, blur, low light, high contrast, variable lighting, height of the camera, pose of the subject and occlusions between the camera and the subject face. Algorithms are developed by processing training data through machine learning architectures and iteratively testing accuracy on data that represents real-world conditions. Accuracy of a match score may be impacted by poor image quality of the probe image and/or gallery image or to the extent that operational data is fundamentally dissimilar to training data and/or testing data selected in the research and development process (CRS § 24-18-302(2)(a)(II)).

Decision Making

Lumen FRS is intended only to support APD investigations. It does not make any decisions as to whether the probe image is a match to a database image. Each decision about identification is made by a member of the APD, not by an automated process. APD personnel must review the results for every search to enable human review and independent verification. Probable cause determinations may not be based solely on these identifications. In addition, all results will be peer reviewed by another FRS-trained APD member prior to utilizing any information obtained (CRS § 24-18-302(2)(a)(I)).

Intended Use and Benefits

Lumen FRS is intended to enhance the APD's investigative capabilities. This type of facial recognition technology automates the process necessary to locate potential matches between a probe image and thousands of criminal justice record images that would otherwise require a manual search by a human. The facial recognition algorithm

will rank potential matches in a manner that allows for a simplified process of human review (CRS § 24-18-302(2)(a)(I)).

When provided a probe image to search against a collection of gallery images, Lumen FRS returns multiple results, sorted by the highest match score generated by the ROC SDK's facial recognition algorithms. Once Lumen FRS provides a list of results, a human investigator must review the results before making any determination of a possible match. A possible match determination may be used as an investigative lead that is treated in a similar manner as an anonymous tip. In particular, the investigative lead does not supply adequate probable cause to make an arrest without additional evidence (CRS § 24-18-302(2)(a)(III)).

The intended benefit of using the Lumen FRS is to generate investigative leads for further investigation with the hope of solving unsolved crimes. By way of example, in comparable use by the New York City Police Department (NYPD) since 2011, the NYPD has successfully used facial recognition to identify suspects whose images have been captured by cameras at robberies, burglaries, assaults, shootings, and other crimes. In 2019, the NYPD Facial Identification Section received 9,850 requests for comparison and identified 2,510 possible matches, with no known instance which a person was falsely arrested on the basis of a facial recognition match (CRS § 24-18-302(2)(a)(I)).¹

The use of FRS will assist the Arvada Police Department in its efforts to:

- Increase public safety;
- Minimize the threat and risk of injury to specific individuals;
- Minimize the threat and risk of physical injury or liability to law enforcement and others responsible for public protection, safety, and health;
- Minimize the potential risks to individual privacy and civil rights, civil liberties, and other legally protected interests;
- Reduce risks of bias and prejudice impacting criminal justice processes;
- Protect the integrity of criminal investigations and justice system processes and information; and
- Effectively use public resources allocated to police services (CRS § 24-18-302(2)(a)(I)).

Data Inputs and Generation

The Lumen FRS uses the following types of data inputs:

- User submitted probe images and associated information identifying the purpose of the search (such as case number and type of crime).

¹ <https://www.nyc.gov/site/nypd/about/about-nypd/equipment-tech/facial-recognition.page>

- The gallery facial image data is collected by the CISC from its member agencies, the national NCIS Law Enforcement Information Exchange (LInX) and the FBI's N-DEx national information sharing system.

The Lumen FRS generates a template of each facial image, which is a mathematical model of the unique subject which may be compared to templates generated from other images to produce a match score. For each facial image, the tool also generates metadata including pitch, yaw, image quality estimations and facial analytics like age, gender, geographic origin, emotion, facial hair, glasses and mask estimations (CRS § 24-18-302(2)(b)(II)).

II. Data Management, Training and Use Policy

The APD will follow statutory requirements described in CRS §§ 24-18-301 through 309, in conjunction with APD Policy 703 (CRS § 24-18-302(2)(d)(VIII)). The APD will follow the below guidelines regarding data management, training and the authorized use of the facial recognition service.

Data Minimization

The features and function of the Lumen FRS effectively reduces the risk of inadvertent access to data by APD personnel. Lumen FRS searches only criminal justice records available to CJIS-certified law enforcement personnel of CISC member agencies. The criminal justice records available in the FRS are subject to the retention policies of the owner agencies (CRS § 24-18-302(2)(d)(III)).

Data Integrity and Retention

The Police Operations Manager or their designee will oversee Lumen FRS permissions for the APD. The Police Operations Manager or their designee will have the capability to audit and review any and all usage of FRS by any authorized member of the department. The audit will include all user's activity, such as user log ins and log outs, each user's activity in detail, what commands were issued to the system, and what records or files were accessed (CRS § 24-18-302(2)(d)(IV)).

All information obtained from the Lumen FRS by a member of the APD will be documented in the related investigative case report and retained in accordance with APD records management policies.

LexisNexis/Lumen employees will not have access to and will not review APD search history within the Lumen FRS without the express permission of APD, or as required by law or court order. This ensures that FRS investigative data will remain confidential.

APD FRS data will not be shared with non-law enforcement agencies (CRS § 24-18-302(2)(d)(VI)(B)).

All information available within the Lumen investigative platform, including the FRS, is purged according to the retention schedule and policies set by the owner agency. Thus, information made available to other CISC member agencies by the APD is purged from the Lumen investigative platform when its retention period expires in APD's record management system. APD FRS data will be retained in accordance with the retention schedule applicable to the underlying criminal offense in accordance with the Municipal Records Retention Schedule adopted by the City of Arvada, and the evidence preservation requirements applicable to each case (CRS § 24-18-302(2)(d)(IV)).

Usage Rules and Requirements

Access to FRS search results will be provided only to APD members who are authorized to have access and have completed applicable training. Authorized access to the APD facial recognition software will be granted only to personnel whose positions and job duties require such access for investigative purposes. The Police Operations Manager or designee shall grant and audit all user access, following the required account approval. All facial recognition users shall be required to have individual access for use of the FRS (CRS § 24-18-302(2)(d)(II)).

Approved FRS operators will analyze, review, and evaluate the quality and suitability of probe images, to include factors such as the angle of the face image, level of detail, illumination, size of the face image, and other factors affecting a probe image prior to performing an FRS search (CRS § 24-18-302(2)(d)(I)).

Original probe images shall not be altered, changed, or modified to protect the integrity of the image. Any enhancements made to a probe image will be made on copies, saved as a separate image, and documentation will indicate what enhancements were made, including the date and time of change. The resulting images, if any, shall be manually compared with the probe image by the person conducting the comparison.

Any upload of a probe image, query, or request shall include the name of the agency/requestor, name of the person completing the request, date and time the request was completed, case number and reason for the request. This information will be logged, tracked and available for auditing and review in the related case report.

The APD and all authorized facial recognition users shall comply with all requirements stipulated in any APD agreements related to authorized facial recognition enrollment databases (CRS § 24-18-302(2)(d)(I)).

Images accessed by the APD for FRS searches are not maintained or owned by the APD and are subject to the retention policies of the respective enrollment databases authorized to maintain those images.

In accordance with CRS § 24-18-303 and APD Policy 703, members shall disclose the use of FRS to prosecutors for disclosure to a criminal defendant in a timely manner prior to trial.

Data Security

Facial recognition data is stored securely on Lumen servers, and access is limited to authorized users within Lumen. FRS data will not be shared with non-law enforcement agencies (CRS § 24-18-302(2)(d)(VI)(B)).

Lumen is a web-based software and not an application which needs to be downloaded to any City of Arvada computers. Any records exported by APD members shall be immediately uploaded to the department's CJIS-compliant records and/or evidence management system (CRS § 24-18-302(2)(d)(VI)(A)).

Training Procedures

The APD will provide training to all authorized FRS users. This training will be arranged and documented by the Police Operations Manager. FRS account access will not be created or provided until training has been completed.

Training will include the use of FRS technology as well as a specific review and acknowledgment of all elements of APD policy and this Accountability Report.

In accordance with CRS § 24-18-305, FRS training will at a minimum include:

- a. The capabilities and limitations of the facial recognition service.
- b. Procedures to interpret and act on the output of the facial recognition service;
and
- c. To the extent applicable to the deployment context, the meaningful human review requirement for decisions that produce legal effects concerning individuals or similarly significant effects concerning individuals.

The use of each authorized FRS enrollment database will include specific training that includes the following:

- a. each authorized user will access only their individual account;

- b. the authorized user shall document in a case report all required information to support the authorized use of facial recognition satisfying an official law enforcement purpose;
- c. how a lawfully obtained probe image of a subject meeting the required authorized use is uploaded to the system;
- d. the software automatically compares the probe image to gallery images within the repository;
- e. results of the comparison are returned and provide a potential investigative lead.

Updated training shall be identified with any policy revisions or updates to the FRS (CRS § 24-18-302(2)(d)(VII)).

Testing Procedures

As required by CRS § 24-18-304(4), Rank One Computing has previously submitted the ROC SDK for testing in the following series of the National Institute of Standards and Technology (NIST) Face Recognition Vendor Test (FRVT) (CRS § 24-18-302(2)(e)):

- 1:1 Verification - <https://pages.nist.gov/frvt/html/frvt11.html>
- 1: N Identification - <https://pages.nist.gov/frvt/html/frvt1N.html>
- Quality Assessment - https://pages.nist.gov/frvt/html/frvt_quality.html
- Demographic Effects - https://pages.nist.gov/frvt/html/frvt_demographics.html
- Paperless Travel - https://pages.nist.gov/frvt/html/frvt_paperless_travel.html
- Presentation Attack Detection - https://pages.nist.gov/frvt/html/frvt_pad.html

III. Accuracy and Impact

Test Results

Rank One Computing's SDK facial recognition algorithm was submitted to the National Institute of Standardization and Technology (NIST) Face Recognition Vendor Test (FRVT) for 1:1 Verification. In that test, ROC's SDK facial recognition algorithm ranked No. 10 in the world out of 478 total entries and was the top ranked entry from the United States (CRS § 24-18-302(2)(f)).²

Bias and Inaccuracy

In the NIST Demographic Effects series³ the ROC SDK ranked 8th worldwide across all 70 sub-populations of the NIST test data, with the lowest scoring demographic being West African females aged 65-99 years old (0.01871% false match rate).

² Please see full report at <https://pages.nist.gov/frvt/html/frvt11.html>

³ Please see full report at https://pages.nist.gov/frvt/html/frvt_demographics.html

Civil Rights Impact

The potential impact of a false match, including on protected subpopulations, is mitigated by the human investigator review requirement as well as by the requirement to develop additional evidence prior to making an arrest. The direct impact of an erroneously high match score from the ROC SDK is that a candidate would rank higher on the list of results returned by Lumen FRS for human investigator review. The human investigator would then apply their skills, training, and experience in the facial examination to closely review the unique characteristics of each of the candidates on the list. The human investigator may select one of the candidates from the list of results and make a possible match determination based on the similarity of facial characteristics between the candidate and suspect image, or instead may determine that none of the candidates from the list of results are a possible match (CRS § 24-18-302(2)(g)).

If the false match eludes both the ROC SDK and the human investigator, it could become an investigative lead, triggering additional investigation into the relevant candidate. In the absence of additional evidence, erroneous investigative leads do not result in a false arrest. By way of example, statistics provided by the NYPD show that the agency uses facial recognition tens of thousands of times each year without a known instance of false arrest.⁴

APD personnel with access to the Lumen FRS are required to document the related case number and crime type prior to initiating a search, affirmatively representing that the search is conducted for the purpose of investigating a crime that has been committed. As a result, the use of the Lumen FRS for “fishing expeditions” or monitoring persons engaged in lawful activities is curtailed. This information will be verified by mandatory supervisory review of cases which include user inputs into the facial recognition service to ensure user compliance (CRS § 24-18-302(2)(d)(III)).

APD usage of the Lumen FRS is unlikely to have a negative impact on the civil rights, liberties, privacy, or on marginalized communities of the people of the State of Colorado. ROC’s SDK algorithm achieved greater than 99% accuracy across all demographic groups on NIST’s FRVT Demographic Effects in Face Recognition test program; thus, disparate impact on marginalized communities is likely to be negligible. The APD will not utilize Lumen FRS if at any time independent testing determines its rate of error or false matches exceeds one percent (CRS § 24-18-302(2)(f)).

⁴ <https://www.nyc.gov/site/nypd/about/about-nypd/equipment-tech/facial-recognition.page>

The APD has clear policies set forth in APD Policy Manual 402 and 703 governing the use of FRS and prohibiting investigations into individuals based in whole or in part on a person's actual or perceived race, ethnicity, gender, national origin, language preference, religion, sexual orientation, gender identity, age or disability, unless that investigation is based on a reliable suspect-specific description of the individual that includes other non-demographic identifying characteristics (CRS § 24-18-302(2)(d)(VIII)).

IV. Public Feedback

The Arvada City Council, by resolution dated March 6, 2023, approved the APD's intent to implement and utilize FRS.

As required by CRS § 24-18-302(3)(a-c), the APD posted its draft Accountability Report to its website on September 12, 2023 to allow for public review and comment. The APD then held three public meetings regarding the APD's use of FRS September 25-27, 2023, at APD stations.

The APD received no feedback at the meetings. The APD posted both the Accountability Report and related presentation materials at its website. Going forward, the APD will continue to receive and consider any community feedback on its use of FRS through any method of communication, including but not limited to, US Mail, the APD citizen comment line, or any other means of in-person or electronic communications (CRS § 24-18-302(2)(h)).

The APD will monitor its utilization of FRS in investigative processes through various supervisor reviews and case analysis. Complaints or commendations regarding the APD's use of FRS will be routed to the Police Operations Manager or the Internal Affairs Unit as necessary under the circumstances (CRS § 24-18-302(2)(g)).



REPORT TO CITY COUNCIL RESOLUTION

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

TO: THE HONORABLE CITY COUNCIL

DATE: October 23, 2023

SUBJECT: R23-097, A Resolution Authorizing an Intergovernmental Agreement Between Jefferson County R-1 School District and the City Of Arvada on behalf of the Arvada Police Department for the School Resource Officer Program (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

Report in Brief

PRESENTER: Sr. Asst. City Attorney Aaron Jacks

The Arvada Police Department (APD) assigns School Resource Officers (SROs) to Jefferson County R-1 high schools and middle schools (Jeffco Schools) in the City under the terms of a Memorandum of Understanding (MOU) dated July 21, 2016. This intergovernmental agreement (SRO IGA) updates various terms and incorporates changes in applicable law since the date of the 2016 MOU. The SRO IGA supersedes the existing MOU in its entirety.

Deputy Chief of Police Todd Reeves will be present should Council have any questions about the APD SRO program.

The Arvada team recommends that the City Council approve R23-097, A Resolution Authorizing an Intergovernmental Agreement Between Jefferson County R-1 School District and the City Of Arvada on behalf of the Arvada Police Department for the School Resource Officer Program.

Financial Impact

This resolution has no new fiscal impact to the City. The APD will continue to assign SROs to Jeffco Schools within existing budgets.

Background

The APD has assigned SROs to Jeffco Schools for many years. This year, Jeffco Schools approached all law enforcement agencies that have SROs with a proposed intergovernmental agreement to supersede the existing SRO MOU. The APD and Jeffco Schools have agreed to the terms set forth in the attached SRO IGA.

Discussion

The SRO IGA clarifies the responsibilities of Jeffco Schools and the APD, and incorporates references to statutes that have gone into effect since execution of the 2016 MOU. The APD heavily revised the SRO IGA, as originally proposed by Jeffco Schools, to ensure that the APD maintains sole and exclusive rights to select, assign, supervise, and otherwise direct the SROs in all aspects of their work as APD officers assigned to protect our schools and surrounding communities.

The SRO IGA is subject to City Council approval by resolution because it facilitates existing duties of a City work group. This IGA does not meet any of the criteria that require approval by ordinance.

Council will note that the SRO IGA includes signature lines for both the mayor and the chief of police. The APD was previously required by the terms of a federal grant to specify that the chief of police had acknowledged and signed the City's SRO agreement, irrespective of the fact that the mayor is the proper signatory per applicable City codes. In order to avoid future issues with any federal grant monies, the SRO IGA includes an acknowledgment signature line for Chief Brady.

SUBJECT: R23-097, A Resolution Authorizing an Intergovernmental Agreement Between Jefferson County R-1 School District and the City Of Arvada on behalf of the Arvada Police Department for the School Resource Officer Program (Presenter: Aaron Jacks, Sr. Asst. City Attorney)	PAGE: 2 ITEM: 8.B.2.
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Public Contact

Posting of the City Council agenda.

Commission Recommendation

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Strategic Alignment

The SRO IGA supports the City's safe communities strategies by ensuring that the APD assigns SROs appropriately to Jeffco Schools, and is able to effectively direct the activities of SROs in those assignments to keep students and the broader Arvada community safe.

Alternative Courses of Action

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Recommendation for Action

The Arvada team recommends that the City Council approve R-23-097, A Resolution Authorizing an Intergovernmental Agreement Between Jefferson County R-1 School District and the City Of Arvada on behalf of the Arvada Police Department for the School Resource Officer Program.

Suggested Motion:

I move that R23-097, A Resolution Authorizing an Intergovernmental Agreement Between Jefferson County R-1 School District and the City Of Arvada on behalf of the Arvada Police Department for the School Resource Officer Program, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	9/28/2023
Edward Brady, Deputy Police Chief	9/28/2023
Rachel Morris, City Attorney	10/9/2023
Lorie Gillis, City Manager	10/9/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-097

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN JEFFERSON COUNTY R-1 SCHOOL DISTRICT AND THE
CITY OF ARVADA ON BEHALF OF THE ARVADA POLICE DEPARTMENT
FOR THE SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, the Arvada Police Department (APD) assigns School Resource Officers (SROs) to high schools and middle schools of the Jefferson County R-1 School District (Jeffco Schools) located within the City of Arvada; and

WHEREAS, the existing memorandum of understanding between the City and Jeffco Schools regarding SROs was effective July 21, 2016 (the “2016 SRO MOU”); and

WHEREAS, certain terms have become outdated and certain State legislation related to SROs has been enacted since the date of the 2016 SRO MOU; and

WHEREAS, the APD and Jeffco Schools have agreed to terms of an intergovernmental agreement regarding APD SROs assigned to Jeffco Schools, which will supersede the 2016 SRO MOU in its entirety, and

WHEREAS, it is in the best interest of the City and the students of Jeffco Schools to have APD officers assigned to Jeffco high schools and middle schools under the terms of an intergovernmental agreement to provide APD SROs to Jeffco Schools.

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 Intergovernmental Agreement Between Jefferson County R-1 School District and the City Of Arvada on behalf of the Arvada Police Department for the School Resource Officer Program, 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 23rd day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By: _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN JEFFERSON COUNTY R-1 SCHOOL DISTRICT AND THE
CITY OF ARVADA ON BEHALF OF THE ARVADA POLICE DEPARTMENT
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

This Intergovernmental Agreement for School Resource Officer Program (“Agreement”) is made this ____ day of _____, 2023, between the City of Arvada on behalf of the Arvada Police Department (“APD”) and the Jefferson County R-1 School District (“District”) (hereinafter APD and District are referred to as “Party” in the singular and “Parties” in the plural).

RECITALS

WHEREAS, pursuant to C.R.S. §§ 29-1-203 and 22-32-122, the District and the APD have cooperated to establish and develop a School Resource Officer Program (“SRO Program”), wherein the APD assigns one or more police officers to function as school resource officers (each an “SRO” or “SROs” in the plural) at certain District schools at no cost to the District; and

WHEREAS, the joint goals of the SRO Program are to:

1. Reduce criminal activity on District property and at District-sponsored events;
2. Foster educational programs and activities that will increase students’ knowledge of and respect for the law and the function of law enforcement agencies;
3. Improve communications between police officers and the school community;
4. Enhance the safety of the learning environment; and
5. Reduce and prevent delinquency, alcohol and substance abuse, gang involvement, possession and use of dangerous weapons, and other unlawful or disorderly activities among District students; and

WHEREAS, the SROs serve as positive role models for District students, work in a cooperative, proactive, and problem-solving partnership with District students, staff, and parents to enhance the quality of life in the school community, and enforce the laws of the State of Colorado; and

WHEREAS, the District and the APD wish to continue the SRO Program subject to the terms and conditions of this Agreement, which replaces and supersedes in all respects all prior agreements between the Parties as it relates to the agreements contained herein between the District and the APD.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals incorporated by reference herein, by the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

Term

This Agreement, and performance of the duties called for herein by the SROs shall begin on August 1, 2023, and shall continue in effect through and including July 31, 2024, unless earlier terminated as provided in Article VIII of this Agreement. Thereafter, the Agreement may be continued for successive one-year terms by the District giving written notice to the APD on or before May 1 of the then-current year.

ARTICLE II

SRO Program

A. Assignment of School Resource Officers

1. The APD shall initially assign SROs to service the following schools:

- Arvada High School
- Pomona High School
- Ralston Valley High School
- Three Creeks K-8 School (shared assignment with Ralston Valley HS)
- Arvada West High School
- Oberon Middle School (shared assignment with Arvada West HS)
- Arvada K-8 School
- North Arvada Middle School

The school assignment will be set by mutual agreement of the APD and the District, assuring to the extent reasonably possible the presence of an SRO between each of the schools. SROs shall be assigned to work with the administration, faculty, and students at the SRO's assigned school or schools on the schedule as provided for in this Agreement.

2. The APD shall assign the duties of supervision of the SROs to one or more SRO Supervisor(s), who shall oversee the SROs and may perform scheduled and/or non-scheduled visits to the schools. The SRO Supervisor(s) may include one or more APD sergeants, lieutenants, or commanders, as determined at the sole discretion of the APD. The SROs assigned pursuant to this Agreement will report to an SRO Supervisor. When practicable, during scheduled visits, the SRO Supervisor will meet with the assigned SRO and may meet with school administrators and any staff designated by the principal.

3. The APD may, from time to time, and at its sole discretion, reassign its employees and designate one or more replacement SROs or SRO Supervisors at any time. The District reserves the right to request the removal or reassignment of any SRO for any reasonable cause and upon written notice to the APD as specified in Article VI.

4. SROs may at any time be reassigned, and/or a new SRO may be appointed and assigned as determined by the SRO Supervisor and the APD.

5. SROs will not be assigned to Charter Schools in the District under the terms of this Agreement. Nothing herein will be construed to preclude the APD from otherwise agreeing to provide SROs to Charter Schools or other schools located in the City of Arvada as determined by the APD.

6. The SROs may also respond to and handle non-emergency calls at other schools of the District where there is not an assigned SRO. Nothing in this Agreement shall be construed to limit or otherwise preclude a non-SRO APD officer to be assigned to respond to any call for service at any District school, regardless if an SRO is assigned to such school.

B. Regular Duty Hours of the SROs

1. The SROs shall be assigned to their primary or shared school(s) on a full-time basis on those days and during those hours that the schools are in regular session in accordance with the calendar established by the Board of Education of the District, as amended from time to time. The District acknowledges that APD SROs work a four day, ten hours per day work week, such that another SRO or APD patrol officer may be assigned to assist at a school on an SRO's regularly scheduled day off. The primary purpose of the SRO Program is to provide services during normal school hours. However, the District may request that the SRO be assigned additional hours and/or days beyond the normal working hours. The principal(s) of the assigned school(s) and the SRO Supervisor may agree to adjust the working hours of the SRO; provided, however, that overtime hours are not worked. The Superintendent or their designee, in cooperation with the SRO Supervisor, may request assignments of SROs beyond the assigned contracted hours.

a. The SRO may be temporarily assigned other duties by the APD during school holidays and vacations or as otherwise determined by the APD at its discretion. The SRO may attend school or District in-service training that applies to SRO duties and responsibilities as recommended by school or central administrators.

b. It is understood and agreed that time spent by SRO attending juvenile court and or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

c. The SRO will generally attempt to schedule vacations and floating holidays during periods when school is not in session. Any exception may be granted if approved by the SRO Supervisor. The SRO Supervisor may rotate or temporarily reassign an existing remaining SRO associated with the SRO Program or provide a substitute SRO to cover the shortage at any assigned school(s) affected by the SRO's absence so that the assigned school(s) are not completely left without coverage. When a substitute SRO is required, the APD will, if feasible as determined by the APD, assign an SRO who has previous experience as an SRO to the extent possible or an officer who is otherwise compatible with school environments. Whenever possible, the APD will utilize the same officers for substitute/replacement purposes so that there are not different officers every day.

2. Subject to Article II.B.1, the SRO will generally work during the hours school is in session and coordinate their schedule with the school principal or their designee of the SRO's assigned school. When schools are closed due to in-service training, the SRO, if invited by the school administrators, may attend the in-service training, or use those hours for SRO administrative duties.

3. Notwithstanding any provisions of this Agreement to the contrary, nothing herein shall preclude, limit, or impair, as determined by the APD in its sole discretion, the APD's duty to provide an adequate level of service and protection within its own jurisdiction, or any other existing aid agreements the APD may have with any other party or entities as of the date of this Agreement. The APD reserves all rights to recall SROs from their assignments at District schools at any time to respond to any incident or request for police services whatsoever.

4. Other than the APD's obligation to consider a request from the District to remove or reassign an SRO pursuant to Article II.A.3, the APD shall have exclusive authority to assign, remove, re-assign, or take any other personnel action whatsoever with respect to any SRO or SRO Supervisor.

C. Summer Duty of the SROs

The Parties shall meet during the term of this Agreement to determine the number of SROs, if any, that may be assigned to provide services in accordance with this Agreement during the summer school period.

D. Duties of the SROs

SROs will provide focused law enforcement services to students, staff, and the surrounding community to include routine patrol, traffic enforcement, preliminary crime investigation, and responding to calls for service, including but not limited to the following:

1. The SRO shall wear APD-approved uniforms and drive a marked patrol unit in performance of the duties required by this Agreement. In the event the SRO is authorized to wear civilian clothes for a specific event, the SRO shall comply with the APD dress code.

2. Subject to the SRO's discretion and law enforcement authority, the SRO shall take appropriate law enforcement action or as required by law or the APD policy. The SRO must notify the school administrator as soon as practicable of any violations or actions which impact school discipline, order or safety, or such other violations and actions as the District reasonably requests be reported.

a. This may include interviewing suspects and victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to District policy, regulations, and guidelines, APD policy, and applicable law.

b. The SRO shall handcuff a student only in accordance with applicable law. The

APD acknowledges C.R.S. § 26-20-111(b), “A school resource officer or a law enforcement officer acting in the officer’s official capacity on school grounds, in a school vehicle, or at a school activity or sanctioned event shall not use handcuffs on any student, unless there is a danger to themselves or others or handcuffs are used during a custodial arrest that requires transport.”

3. The SRO shall assist other SROs, if applicable, or law enforcement agencies in conducting investigations when requested or required.

4. The SRO may, to the extent practicable, develop teaching expertise and assist faculty in conducting specialized classes on such topics as the role of policing in the community, search and seizure, traffic laws, crime prevention, victims’ rights, community involvement, and youth programs. In addition, the SRO will encourage and participate in discussion during classes to establish rapport with students. Any additional areas of instruction or SRO participation in school activities must be mutually agreed upon by APD, the SRO Supervisor, and the principal or their designee of the affected school.

5. The SRO shall seek permission, advice, and guidance from school administrators prior to implementing any program within the SRO’s assigned school.

6. The SRO shall assist school administrators, staff, and faculty in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations which may result from student unrest.

7. The SRO shall be familiar with and abide by all relevant District policies, regulations and guidelines related to safety, student conduct and discipline, including the District’s Code of Conduct except to the extent such policies, regulations, code and guidelines conflict with their responsibilities as a law enforcement officer. The District shall provide the APD and each SRO with copies of all such District policies prior to each school year.

8. The SRO shall assist administrators, faculty and staff with the investigation of any suspected violations of law occurring on District premises. SROs will conduct their duties in accordance with applicable law. The SRO shall not be assigned to lunchroom duties, hall monitoring, or other campus monitoring duties, unless there is a specific problem, in which case, the SRO may assist the school with those duties until the problem is remedied. SROs shall not be responsible to enforce any District policies.

9. The SRO will, to the extent practicable, seek to establish working relationships with student organizations, faculty, staff members, District administrators and community members. In addition, the SRO may attend parent, faculty, student, administration or other meetings to provide information regarding the SRO Program and provide opportunities for involvement and support.

10. The SRO will generally coordinate enforcement efforts with campus supervisory personnel, including but not limited to campus supervisors, campus security officers, hall monitors, parking attendants, and private security firm personnel.

11. The SRO shall maintain detailed, accurate, and up to date records as required by the APD, and submit reports as requested.

12. The SRO shall work proactively with all law enforcement agencies that serve the District's community.

13. The SRO, principal of each school, and necessary school staff will, to the extent practicable, work proactively with students, parents, and faculty regarding public safety and use problem solving teams and programs to address outstanding problems.

14. The SRO will, to the extent practicable, provide information and referrals regarding community programs to school administrators, staff, students, and parents so that appropriate assistance can be assessed. These programs may include but are not limited to mental health clinics, peer support, and drug treatment centers. The SRO may make referrals to community agencies and programs when necessary. The SRO shall refer students to the school or District counselor as needed. Referral guidelines shall be determined by the school administrator.

15. The SRO may attend, whenever practicable, selected school functions as recommended by school administrators.

16. The SRO shall maintain the confidentiality of any information obtained pursuant to Title 19 of the Colorado Children's Code and shall not disclose the information except as provided by law or court order.

17. The SRO shall maintain the confidentiality of District records and personally identifiable information (PII) in accordance with Parts 2 and 3, Article 72 of Title 24, Colorado Revised Statutes, and the Family Educational Rights and Privacy Act of 1974 (FERPA) and its regulations, and District policies.

18. Unless otherwise directed by an APD supervisor or to avoid compromising an ongoing investigation, the SRO shall coordinate with the SRO Supervisor and inform the school principal or their designee of investigations and cases which have a significant impact on a school or the District, or other such matters as are designated by them or as required by law.

19. The SRO may perform other duties which will promote the goals of the SRO Program and which are mutually agreed upon by the District and the APD.

E. Training

The APD shall provide at least basic SRO training to all new SROs prior to their beginning assignment as the SRO, or as soon as reasonably possible. Basic SRO training may be obtained through the Colorado Association of School Resource Officers (CASRO), the National Association of School Resource Officers (NASRO), or any other organization which provides similar training.

F. Records; Information-Sharing; Confidentiality

1. For purposes of this Agreement, the SRO is deemed a “school official” as provided in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g with whom the District may share any records that are deemed necessary by the District for use by the SRO in connection with the SRO Program. To demonstrate compliance with FERPA and its regulations, including but not limited to 34 C.F.R. § 99.31(a)(1)(i)(B), the Parties affirm and agree to the following:

- a. School safety is an institutional service for which the District would otherwise use its employees.
- b. The District will only disclose personally identifying information (PII) in education records as needed by the SRO to perform their duties as listed above in Article II, Section D.
- c. The SRO is subject to the use and re-disclosure requirements in FERPA and District policy. The SRO shall use PII contained in education records only in the performance of the SRO’s duties under such program as described above in Article II, Section D and shall not re-disclose PII contained in education records to outside parties, who are not “school officials,” without consent or unless the disclosure satisfies an exception to FERPA.

2. All records of police reports and citations associated with the SRO’s duties will be maintained by the APD and will comply with the school reporting requirements set forth in C.R.S. § 22-32-146.

ARTICLE III

Facilities and Equipment; District Responsibilities

A. Facilities and Equipment

The District shall provide to each full-time SRO the following facilities and equipment, which are deemed necessary to the performance of the SRO’s duties under this Agreement.

1. The District’s Superintendent or their designee, in consultation with the principal at each assigned school, shall designate an office space at each assigned school for the exclusive use by the SRO. The designated office space shall be available to the assigned SROs at all times when the school is open for educational or extracurricular activities. In addition, the District shall make reasonable effort to accommodate the SRO’s needs to use such designated space at other hours when the school building may not otherwise be open in furtherance of the duties required of the SRO under this Agreement. Except in emergency circumstances, the District shall provide the SRO at least seventy-two (72) hour notification if the portion of the building allocated herein to the SRO becomes temporarily unavailable.

2. The District shall provide for the use of each SRO a desk and any necessary office

furniture, a computer, and access to a printer. If requested, the District shall purchase and install lockers for SRO weapons. APD shall be responsible for keeping any such lockers secured and shall remove weapons if there is not a full time SRO assigned at the school and during summer months.

B. Maintenance of Facilities and Equipment

All APD or District facilities and equipment, including vehicles, utilized by the SROs or SRO Supervisor in connection with the SRO Program shall be maintained by and at the expense of the respective owners of such facilities and equipment.

C. Effect of Termination

In the event this Agreement is terminated, any APD or District facilities or equipment utilized in connection with the SRO Program shall be returned to or retained by the respective owners.

D. Other District Responsibilities

Principals and administrators at schools where an SRO is assigned will cooperate with the SRO and facilitate a positive working relationship between the SRO, the principal, and school staff.

District staff will comply with mandatory reporter provisions applicable to school personnel pursuant to C.R.S. § 19-3-304.

ARTICLE IV
Employment Status of SRO

A. SRO Employment Status

It is expressly understood that, at all times during the term of this Agreement, the SROs and SRO Supervisor are employees only of the APD. The District and the APD acknowledge that the SRO is a law enforcement officer under the direct and exclusive supervision of the APD. The SRO shall remain responsive to the chain of command of the APD. No District employee shall have the authority to supervise, direct, or otherwise dictate the actions of any SRO acting in their official capacity. SROs shall not represent that they are employees or agents of the District in any capacity.

B. Compliance with Employment Laws

The APD will be responsible for providing SROs with payment of wages, health care benefits, and workers' compensation insurance (including occupational disease). The APD will comply with all withholding taxes, social security, unemployment, workers' compensation, and/or other federal, state, and local employment taxes and other requirements of federal, state, or local laws, regulations, rules, and ordinances.

C. Supplies and Equipment Provided by APD

The APD shall provide the SROs with all supplies and equipment as are normally issued by the APD to law enforcement officers to be used by the SROs in performance of the duties required under this Agreement.

D. Disciplinary Action

The APD, at its sole discretion, will be responsible for taking any necessary or appropriate disciplinary action against any SRO or SRO Supervisor. In exercising these responsibilities, the APD may consult with the District at the APD's discretion. The District will provide input and feedback to the SRO and the SRO's Supervisor and may, as determined by the APD, participate in reviews, evaluations, and planning for particular SRO positions. The District shall regularly advise the APD of the SRO's work performance and shall immediately report to the APD any instances of alleged misconduct or discrimination. The District shall make its employees available as witnesses in any APD-conducted disciplinary or termination proceeding or workplace investigation.

ARTICLE V
Appointment of the SROs

A. SRO Selection

The APD shall recruit, interview, and evaluate SRO applicants in accordance with APD policies and procedures applicable to special assignments.

B. Applicant Requirements

SRO applicants must satisfy all of the following requirements:

1. The applicant must voluntarily seek the SRO position and must indicate a willingness to hold the position for three (3) years.
2. The applicant must be a full-time peace officer, as defined by C.R.S. § 16-2.5-101, with a minimum of three (3) years of law enforcement experience.
3. The applicant must be employed as a police officer with the APD.
4. The applicant must indicate a willingness that, if appointed to the SRO position, they will not schedule time off for vacations and floating holidays during periods when school is in session except as provided for in Article II.B.1.(c).

C. Other Considerations

The APD may consider, among other criteria as determined by the APD, job knowledge, experience, training, education, attitude, communication skills, prior service as an SRO, prior

training, education, or experience with youth as part of its SRO selection process.

D. Application Review

The SRO Supervisor shall appoint officers as SROs at their sole discretion from the recommended list of applicants in accordance with APD policies and personnel rules.

ARTICLE VI

Dismissal, Reassignment, Retirement or Resignation of SROs; Replacement

A. Removal of SRO

In the event the school administrator to which the SRO is assigned believes that the SRO is not effectively performing their duties and responsibilities, the administrator may contact the SRO Supervisor to clearly outline the responsibilities and expectations. Should the school administrator continue to be dissatisfied with the performance of the SRO, the school principal may recommend to the SRO Supervisor that the SRO be removed from the SRO Program. The SRO Supervisor shall review the reasons provided by the school principal for the recommendation of removal of the SRO with the Chief of Police or Deputy Chief, and then shall advise the school principal as to the APD's decision whether to remove the SRO. The Chief of Police or designee may elect to meet with the Superintendent or designee and the SRO Supervisor to discuss the SRO's performance. At such meeting, specified school staff members may be requested to be present. If the issues cannot be resolved, then the SRO shall be removed from the school or from the SRO Program as determined by the APD in consultation with the District.

B. Reassignment

The SRO Supervisor may dismiss or reassign the SRO or SRO Supervisor from the SRO Program at any time based upon APD rules, regulations, policies, or directives, or when it is in the best interests of the APD as determined by the SRO Supervisor. Any vacancy in the SRO Program created by such dismissal or reassignment shall be filled in the manner described in Subsection D of this Article.

C. SRO Transfers, Promotions

The SRO or SRO Supervisor may be transferred or promoted from their SRO position at any time as determined by the APD. Any vacancy created by such transfer or promotion shall be filled in accordance with APD policies and procedures applicable to special assignments.

D. Effect of SRO Vacancy

In the event of resignation, dismissal, promotion, retirement, rotation, or transfer of the SRO, or in the case of long-term absences due to injury, illness, disability, or other cause of more than thirty (30) calendar days, the APD will make reasonable efforts to provide a replacement for the SRO as soon as is practicable after receiving notice of such resignation, dismissal, promotion,

retirement, rotation, transfer, or absence.

ARTICLE VII

Evaluation

Effectiveness of the SRO Program shall be evaluated annually by the Parties to determine if any modifications to the SRO Program are necessary or advisable. The evaluation shall include, where appropriate, compliance with the terms and conditions of this Agreement, identification of issues or problems and recommendations for improvement, and assessment of quality of services provided. This evaluation is critical to continue a successful program and the Parties agree to invest sufficient time and effort in the evaluation process.

Each principal will prepare, in a format determined by the District, an annual evaluation of the SRO(s) assigned to principal's school. Each principal will provide the evaluation to the SRO Supervisor no later than thirty days after the end of the school year, to be considered by the APD as part of the SRO's annual personnel evaluation.

ARTICLE VIII

Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party.

ARTICLE IX

Good Faith

The Parties, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement.

ARTICLE X

No Indemnification; Legal Contingencies

The Parties are governmental entities in the State of Colorado. As such, each Party is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Therefore, notwithstanding any provision in the Agreement to the contrary, neither Party will indemnify the other Party or anyone else under this Agreement.

Each Party agrees to release, waive and discharge, and covenants not to sue the other Party and its officers, employees, and insurers, from and against any and all claims, damages, liabilities, demands and court awards of any kind whatsoever which arise from any acts or omissions of employees of the other Party while those employees are engaged in activities under this Agreement. The Parties understand, are relying upon, and do not waive or intend to waive by

any provision of this Agreement the monetary limitations or any other rights, immunities, defenses, or protections, provided by the Colorado Governmental Immunity Act, §24-10-101, C.R.S. *et seq.*, C.R.S., as from time to time amended, or otherwise available to either Party or its officers or employees.

ARTICLE XI

Notices

Any and all notices or any other communication required or permitted shall be deemed to have been given when personally delivered or deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a Party may designate in writing to the other Party:

To the District:

Superintendent of Schools
Jefferson County R-1 School District
1829 Denver West Drive, Bldg. #27
Golden, Colorado 80401

President
Jefferson County Board of Education
1829 Denver West Drive, Bldg. #27
Golden, Colorado 80401

To the APD:

SRO Program Commander
Arvada Police Department
8101 Ralston Road
Arvada, CO 80002

ARTICLE XII

Modification

This document constitutes the full understanding of the Parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless in writing signed by both Parties.

ARTICLE XIII

Non-Assignment; No Third-Party Beneficiary

This Agreement, and each and every covenant within, shall not be capable of assignment except with the prior written consent of both Parties. This Agreement is not intended and shall not create any duty to any student, teacher, District employee, parent or any other person, firm or entity with regard to the provision of any law enforcement services, security, level of safety, or activities undertaken by the SROs or the APD, or conditions resulting therefrom. No student, teacher, District employee, parent or other person, firm or entity shall be granted or have any private right of action, claim or civil liability remedy against any SRO individually, the APD, or the District, or their respective officers, employees or agents, by virtue of this Agreement.

Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, or to waive any immunities or limitations on liability otherwise available to the APD, the District, or their officers, employees or agents.

ARTICLE XIV
Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XV
Counterparts; Electronic Signatures

This Agreement may be signed in counterparts and/or electronically, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

ARTICLE XVI
Supersedes Previous Agreement

This Agreement replaces and supersedes in its entirety the Memorandum of Understanding Between the City of Arvada on Behalf of the Arvada Police Department and the Jefferson County R-1 School District for the Provision of School Resource Officers to R-1, as amended, dated July 21, 2016.

ARTICLE XVII
Waiver

The waiver of any breach of any provision of this Agreement by a Party hereto shall not constitute a continuing waiver of any subsequent breach of said Party, for either breach of the same or any other provision of this Agreement.

ARTICLE XVIII
Severability; Headings

In the event this Agreement or any material provision hereof shall be declared to be invalid, unenforceable, or in violation of any applicable federal, state or local laws or regulations, the Parties will immediately begin negotiations to modify or amend this Agreement in order that this Agreement shall, as amended, express and contain the understanding and intentions of the Parties. The subject heading of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

ARTICLE XIX
Governing Law; Venue

This Agreement shall be governed by the laws of the State of Colorado and any legal action concerning the provision hereof shall be brought in Jefferson County, Colorado.

[Signature Page is Next Page]

WHEREFORE, the Parties have caused this Agreement to be executed upon the date first-stated above.

CITY OF ARVADA, ON BEHALF OF THE ARVADA
POLICE DEPARTMENT

Marc Williams
Mayor

Date

ACKNOWLEDGMENT OF REVIEW AND
AGREEMENT BY HIGHEST RANKING LAW
ENFORCEMENT EXECUTIVE FOR THE CITY OF
ARVADA:

Edward Brady, Chief of Police

Date

ATTEST:

Kristen Rush, City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By:_____
Sr. Asst. City Attorney

JEFFERSON COUNTY R-1 SCHOOL DISTRICT

Tracy Dorland
Superintendent

Date



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: October 23, 2023

SUBJECT: R23-098. A Resolution By City Council for the City of Arvada, Colorado to Approve the Olde Town Arvada Strategic Reinvestment Plan (Presenter: Patty McCartney, Long Range Senior Planner)

Report in Brief

PRESENTER: Patty McCartney, Long Range Senior Planner

In April, 2022, the Arvada team began the Olde Town Arvada Strategic Reinvestment Plan in partnership with the Olde Town Business Improvement District (BID). The project team hired Dig Studios to lead the work. Over the course of the past 16 months, Dig Studios has led an extensive community engagement process gathering information on a project vision, key themes, and design concepts to develop the Olde Town Arvada Strategic Reinvestment Plan.

The Arvada team recommends that the City Council approve R23-098, A Resolution to approve the Olde Town Arvada Strategic Reinvestment Plan.

Financial Impact

There is no fiscal impact to the City.

Background

The original street closures in Olde Town were done with temporary barriers starting in June, 2020. On March 8, 2021, the City Council supported the plan to transition the Olde Town Street Closures to a "semi-permanent" design that does not make any significant changes to the overall public infrastructure of Olde Town, yet enhances the closures in order to integrate the appearance of the closures into the historic district. This plan was implemented and completed in October, 2021.

The semi-permanent street closures are intended to be a pilot for the next five years.

In April 2022, the City team engaged Dig Studio to develop a plan through a more robust community planning process to evaluate the long term strategic reinvestment of Olde Town, including all aspects of the infrastructure and ambience of the area, resulting in the Olde Town Arvada Strategic Reinvestment Plan. The Olde Town Arvada Strategic Plan was developed through an extensive community engagement process to create a vision, guiding principles and targeted recommendations for the next 20 years of investment in the area.

Discussion

The Olde Town Strategic Reinvestment Plan was developed through an extensive community engagement process to create a vision, guiding principles and targeted recommendations for the next 20 years of investment in Olde Town. The community engagement consisted of three public open houses, attendance at three community events, and one planning workshop.

Public input resulted in the following Vision Statement: "Olde Town Arvada is a distinct historic downtown that is walkable, safe, green, and well connected to the broader region. The unique character of Olde Town is celebrated, and a high-quality network of public spaces create a community that is inviting to all and will thrive into the future."

The plan focuses on four key elements: Vibrant, Distinct, Resilient, and Connected. Each of the elements are detailed in

SUBJECT: R23-098. A Resolution By City Council for the City of Arvada, Colorado to Approve the Olde Town Arvada Strategic Reinvestment Plan (Presenter: Patty McCartney, Long Range Senior Planner)	PAGE: 2 ITEM: 8.B.3.
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Chapter 4 of the plan. Recommendations and implementation timeframes are also included.

Conceptual street design, specifically for Wadsworth Boulevard and Grandview Avenue, is also provided in the Plan. Options for a full closure or partial closure with one-way traffic on Grandview Avenue have been included.

Public Contact

The Agenda Item was Posted on the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The work is supportive of the principles stated within the Community and Economic Development, Infrastructure, and Vibrant Communities and Neighborhoods Priority Areas of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-098, A Resolution to approve the Olde Town Arvada Strategic Reinvestment Plan.

Suggested Motion:

I move that R23-098, A Resolution to approve the Olde Town Arvada Strategic Reinvestment Plan, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Patty McCartney, Long Range Planner	10/4/2023
Rob Smetana, Planning Manager	10/4/2023
Jessica Garner, Director of Community and Economic Development	10/4/2023
Gail Walker, Legal Specialist-Contracts	10/5/2023
Emily Grogg, Senior Assistant City Attorney	10/5/2023
Rachel Morris, City Attorney	10/9/2023
Linda Haley, Deputy City Manager	10/9/2023

SUBJECT:

R23-098. A Resolution By City Council for the City of Arvada, Colorado to Approve the Olde Town Arvada Strategic Reinvestment Plan (Presenter: Patty McCartney, Long Range Senior Planner)

PAGE: 3**ITEM:**
8.B.3.

Lorie Gillis, City Manager

10/11/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. 23-098

A RESOLUTION BY CITY COUNCIL FOR THE CITY OF ARVADA,
COLORADO TO APPROVE THE OLDE TOWN ARVADA STRATEGIC
REINVESTMENT PLAN

WHEREAS, the City of Arvada implemented temporary pedestrian streets in Olde Town during the COVID-19 pandemic; and

WHEREAS, in 2021, the temporary pedestrian streets became semi-permanent with a 5-year timeline to develop a more permanent plan; and,

WHEREAS, through extensive community engagement, the Olde Town Arvada Strategic Reinvestment Plan was developed to outline a vision, guiding principles and targeted recommendations for the next 20 years of investment in Olde Town.

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

Section 1. The Olde Town Arvada Strategic Reinvestment Plan is referenced or depicted in Exhibit A, attached and incorporated herein.

Section 2. This Resolution shall be effective upon the approval by City Council of the Olde Town Arvada Strategic Reinvestment Plan described herein.

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

Marc Williams, Mayor

ATTEST:

City Clerk

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

EXHIBIT A
A RESOLUTION BY CITY COUNCIL FOR THE CITY OF ARVADA, CO
TO APPROVE THE OLDE TOWN ARVADA STRATEGIC
REINVESTMENT PLAN



OLDE TOWN ARVADA

STRATEGIC REINVESTMENT PLAN

(October 2023)

ACKNOWLEDGMENTS

City Staff

Ryan Stachelski

Director of Community and Economic Development

Patty McCartney

Long Range Senior Planner

City Council

Marc Williams

Mayor

Randy Moorman

Councilmember, District 1

Lauren Simpson

Councilmember, District 2

John Marriott

Councilmember, District 3

David Jones

Councilmember, Mayor Pro-Tem & District 4

Lisa Feret

Councilmember At-Large

Bob Fifer

Councilmember At-Large

Business Improvement District Board & Staff

Peter Kazura - President

Scott Spears - Vice President

Deborah Pearson - Secretary

Kristin Chayer - Treasurer

Casey Adler - Immediate Past President

Board Members

Allyson Skiba

Jamie Hollier

Brandon Capps

Loren Naftz

Debbie Hansen

Steven Howards

Joe Hengstler - Executive Director

Stephanie Paul - Marketing & Events Manager

Technical Advisory Committee

Carrie Briscoe

Cheryl Drake

Chris Lisberg

Darin Delay

Eric Lewin

Evan Drynan

Jacqueline Rhoades

Joe Hengstler

John Firouzi

Keith Bohan

Lance Carpenter

Maureen Phair

Mazedur Hossain

Ron Avila

Steve Gustafson

Steven Parker

Planning Team

Dig Studio

Paul Stewart, PLA, ASLA, LEED AP

Principal

Ryan Sotirakis, AICP

Senior Associate, Urban Design & Planning

Andrew Cho

Urban Designer/Planner

Studio Seed Urban Design + Planning

Cheney Bostic, AICP

Principal

Thrive Planning, LLC

Erica Heller, AICP

Principal

Wilson and Company

Charla A. Glendening, AICP

Senior Planner

Eric Lundberg, PE, PTOE

Senior Traffic Planning Project Manager

Michael Oberlander, PE

Operations Manager, Northern Colorado





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EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

WE HEARD
FROM

2100+

Online Survey
Responses

300+

Community
Conversations

2

Public Open
Houses

3

Community
Events

1

Planning
Workshop



EXECUTIVE SUMMARY

A Vision for the next 20 years of Olde Town Arvada

The **Olde Town Arvada Strategic Reinvestment Plan** relies on the ideas and input of residents, visitors and other stakeholders to outline a vision, guiding principles and targeted recommendations for the next 20 years of investment in this beloved downtown. Building on the momentum of the temporary pedestrian streets implemented during the COVID-19 pandemic, this plan focuses on strategies to enhance and improve public spaces, streets and mobility in Olde Town. Emphasis on placemaking, design and wayfinding will help to reinforce the district's identity and ensure that it remains a thriving and vibrant downtown on the Front Range into the future.

The foundation of this plan is built with four strong guiding principles that help define both the essence of Olde Town and the roadmap for its future. These guiding principles – **vibrant, distinct, connected and resilient** - were pulled from comments submitted by the community through a robust engagement process that included online surveys, open houses and attendance by the planning team at various events, and form the structure for how future investment in the public realm should be prioritized.

A thorough analysis of existing conditions (Section 2) throughout Olde Town and the surrounding areas was conducted to lay the groundwork for the plan and to better understand how the district functions today, especially those elements of the built environment that significantly contribute to Olde Town's unique identity. In addition, the planning team identified three themes in urban planning and place management that are highly relevant to Olde Town Arvada (Section 3) and undertook an exhaustive study of key trends and best practices. These themes include equitable placemaking practices, pedestrian-only streets and alley improvement models, and were used in developing the targeted strategies outlined in this plan.

The plan is organized into six primary sections, or chapters, that outline a legible and practical approach for the City of Arvada and partner organizations to understand and prioritize investment for the future. The plan sections are as follows:

1. **Introduction**
2. **Existing Conditions**
3. **Key Trends & Best Practices**
4. **Vision for Olde Town Arvada**
5. **Street Design**
6. **Implementation**

The Vision section (Section 4) outlines the specific recommendations identified by the community and planning team that should be the focus of future investment, organized within the four guiding principles of vibrant, distinct, connected and resilient. Street Design (Section 5) provides conceptual design recommendations for several of the key strategies identified at the outset of this plan, including the pedestrian-priority streets implemented during the pandemic, as well as other important locations that rose to a high importance through the community engagement process. The Implementation section (Section 6) outlines various funding mechanisms that exist to assist in achieving the goals of the plan, and prioritizes the recommendations into short-term, medium-term and on-going to help create a guidebook for ensuring these strategies are achieved.



First Friday
Art Walk
Maps





INTRODUCTION

INTRODUCTION

Olde Town, like many downtowns around the country, is the historic heart of the Arvada community and has enjoyed a surge in popularity and activity over time. New restaurants, bars, breweries, and retail stores have continued to move into Olde Town creating one of the liveliest business districts on the Front Range. The arrival of the Regional Transportation District's (RTD) G-Line commuter rail service in April 26, 2019 brought more energy from both commuters and visitors by allowing seamless rail connections to Denver Union Station and the rest of the metropolitan area. With the global impact of the Covid-19 pandemic in 2020 the City saw an opportunity to assist businesses who could not allow patrons indoors by temporarily closing sections of Olde Wadsworth Boulevard and Grandview Avenue to vehicle traffic, allowing visitors to gather, dine, and drink outdoors safely. The street closures were so popular that in 2021 they were made semi-permanent with a 5-year timeline to develop a more permanent plan. In the following sections, the **Olde Town Arvada Strategic Reinvestment Plan** creates a framework for focused investment in this beloved district:

1. Introduction – This section reviews the impetus for the plan and the City's temporary and semi-permanent interventions, along with the public planning process that formed the backbone of the Strategic Reinvestment Plan. It summarizes input from the Technical Advisory Committee, stakeholders, and the larger community. These efforts resulted in

a cohesive and clear vision for the next **20** years in Olde Town Arvada and a series of guiding principles, strategies, and targeted recommendations for future investment.

- 2. Existing Conditions** – This section documents the physical conditions that shape the present and future of Olde Town, including transportation, parks and public spaces, and the assets that create such a large draw for the district. These conditions were examined in order to understand both the opportunities and constraints that exist within Olde Town.
- 3. Key Trends & Best Practices** – Three broader trends were identified that are greatly impacting smaller downtowns across the country and would be beneficial to provide lessons learned for Olde Town Arvada. This section provides a high-level summary and key takeaways for Olde Town on each of these trends – equitable placemaking, pedestrian-only streets, and models for urban alley improvements. These takeaways informed the planning team's development of strategic recommendations in the plan and the full reports can be found in the plan appendix.
- 4. Vision** – This section outlines the larger, community-informed vision for how Olde Town should evolve over the next 20 years. It also provides the framework for implementation of the Strategic Reinvestment Plan through the development of four guiding principles to achieve the vision and a series of targeted recommendations for where the City should invest for the greatest benefit to Olde Town. These strategies and recommendations also set up several of the specific design interventions illustrated in the following section.

- 5. Street Design** – A primary goal of this plan, from the outset, was to not only understand the community’s desire for a permanent future for Olde Wadsworth Blvd. and Grandview Ave. beyond the 5-year pedestrian-priority zone, but to provide a detailed conceptual design for that future. Based on strong community preference for making the pandemic intervention permanent, this section provides design recommendations, plans and renderings for an adaptable, pedestrian-priority future street design. While the conceptual designs provided are “future-proof” and allow for emergency vehicle access, or future private vehicle access should trends change, this section includes two options for Grandview Ave. to illustrate a future that may or may not include private vehicles and direct access to the RTD station at the request of multiple community groups. This section also includes conceptual design drawings for several other high-priority locations including improvements to The Hub parking garage entrance at 56th & Vance and Olde Town Square, as well as overall circulation and mobility recommendations for the greater district.
- 6. Implementation** – Perhaps the most important section of this plan, the Implementation section gives the City of Arvada and partner organizations a roadmap for how to achieve the desires of the community and the recommendations outlined in the preceding sections. This section provides a list of potential funding sources at the local, state, regional and federal levels, as well as other sources that may be applicable to projects of this nature. Subsequently, this section provides matrices of short-term, medium-term and on-going projects - those recommendations outlined in Section 4 – and notes which organizations should be primarily responsible. The goal of this section is to give the governing bodies and their partners a clear idea of how to both fund and build the recommendations in the plan.



PREVIOUS PLAN REVIEW

PLANS REVIEWED

Previous planning efforts reviewed in this document include the following below. These plans are divided up into Land Use & Development and Transportation & Parking sections. Key take-aways are provided in the following page.

LAND USE & DEVELOPMENT



TRANSPORTATION & PARKING



Arvada Transit Station Plan

Describes Transit Oriented Development concepts for “New Town” (south of tracks) that will maintain viewsheds from Grandview and provide a variety of uses including employment, retail, and housing.

Urban Renewal Plan

Designates urban renewal areas for Arvada Urban Renewal Authority to advance. Recent redevelopments include:

- Park Place Olde Town (completed)
- Solana Olde Town Station (completed)
- The Russell, Residence Inn by Marriott and Shops at Olde Town Station (under construction)
- Yukon Alley Utility Undergrounding Project (planning stage)
- Tabernacle Church Building (planning stage)

Olde Town Design Guidelines

Assists with maintaining the historic character and scale of Olde Town while allowing for new development.

Land Development Code

Requires buildings to be between 2-5 stories depending on zone type to preserve the historic character of Olde Town along with the views from Grandview.

Retail and Vibrancy Study

Focus on updating McIlvoy Park, alley enhancements, improved wayfinding, a loop route, zoning approaches, streetscape improvements, pedestrian crossing improvements, continuity of building along the street, and public art program.

ULI Technical Advisory Report for A Vision for New Town Arvada

Revisits the vision for the 2007 Transit Station Framework Plan which recommends changing zoning in New Town area (south of G Line along Wadsworth Corridor) to include higher density residential uses, entertainment, retail, offices and medical uses.

Olde Town Arvada Parking and Transportation Demand Plan

- Encourage alternative modes of transportation to and within Olde Town (walking, cycling, and public transit.)
- Work with private parking owners to create more public space.
- Create a parking structure. (The Hub - more than 600 parking structure was completed)

Parking and Mobility Evaluation and Recommendation

Parking facilities are above 80% capacity in Olde Town in 2016. Parking demand may decrease as Gold Line provides an option of public transit. (Note: The Hub Parking Garage was under construction at the time.)

Arvada Bicycle Master Plan

Implement a bike system downtown that includes better wayfinding and signage for cyclists, separating bike lanes from traffic, and potentially decreasing speeds from 25 mph to 20 mph.

City of Arvada Olde Town Street Closures

The street closures are a result of 2020 COVID-19 pandemic. Temporary street closures are now planned to be a five-year Olde Town Arvada semi-permanent street closure plan

HISTORY OF OLDE TOWN ARVADA

Before Arvada became what it is today, indigenous populations settled across the mountain plateau of Colorado. The Arvada area was home to many historic tribes, including Ute Mountain, Southern Ute Indian, and 46 more.

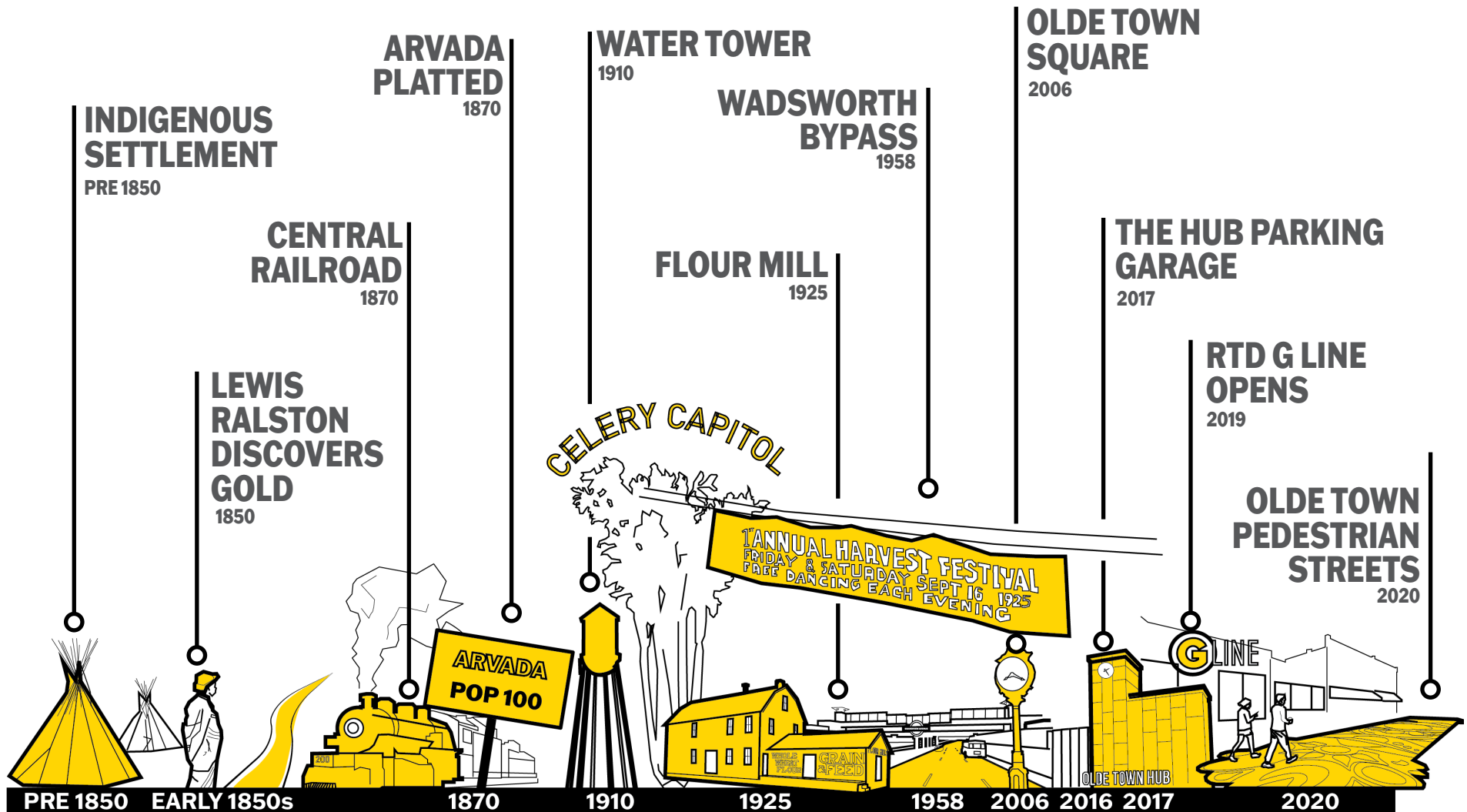
Like many front-range communities in Colorado, gold was the catalyst that sparked the city's founding. In the early 1850s, gold was first found in Ralston Creek - making the area a destination for many prospectors. As the presence of gold faded, Arvadans turned to the land for income. Many prospectors dropped their gold pans for pitchforks to become farmers. At one point, Arvada was known as the "celery capital of the world." Arvada has shown its resiliency in history and in recent times with its rehabilitation of historic buildings for business and street closures to live up to the name of being the "social center of the Valley". Olde Town Arvada was a destination for many communal activities such as sporting events, book clubs, farming organizations, etc. "Everyone came to town on Saturday."

In later history, Arvadans focused their attention on transportation. Since 1925, Arvadans have celebrated the annual Harvest Festival to commemorate their feat of a paved main street now known as Grandview Ave. In 1958, the Wadsworth Bypass was constructed, enhancing access to I-70. In 2019, RTD opened the Gold Line. The 11-mile commuter rail line services Olde Town Arvada, providing connections west to Wheat Ridge and east to Denver. Serviced by rail, trail, and highway access, Arvada is well-connected to the greater region. Olde Town was listed on National Register of Historic Places in 1998, preserving the Arvada Downtown Historic District that you see today.

The 2020 Olde Wadsworth Boulevard closure and revitalization as a pedestrian mall furthered the reputation as the "social center" for Arvada and surrounding communities.



HISTORIC TIMELINE



PROJECT IMPETUS AND PANDEMIC RESPONSE

STREET CLOSURE

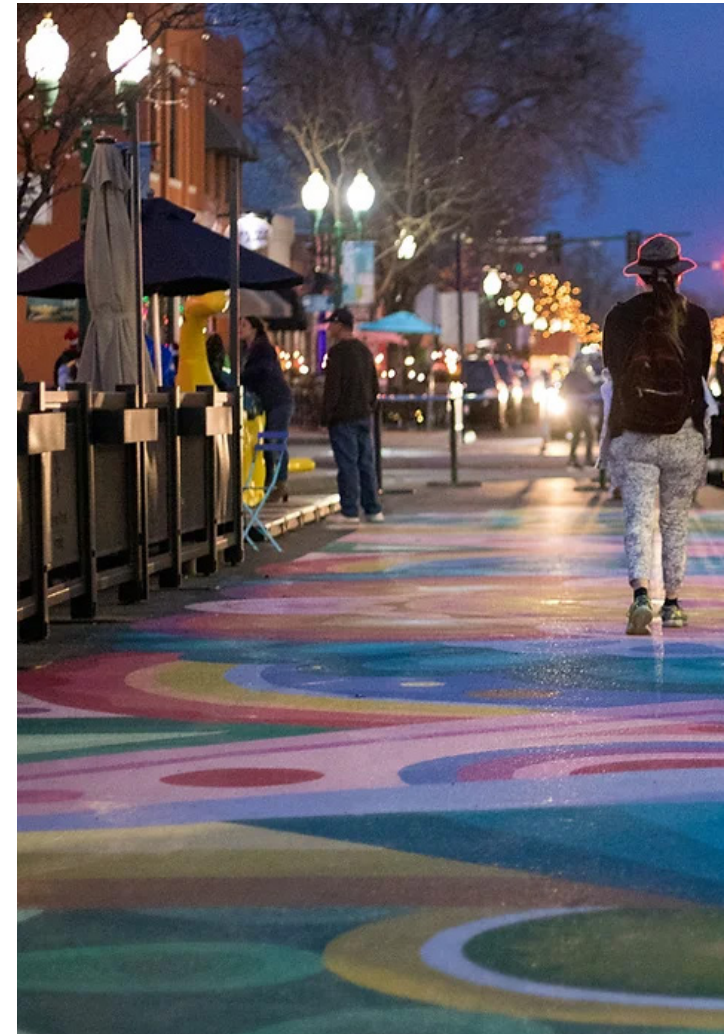
In the wake of the Covid-19 pandemic that disrupted life across the globe in 2020, many cities looked for immediate ways to allow for outdoor gathering while still abiding by government recommendations for social distancing. Businesses such as restaurants, bars, and retail stores were particularly hard hit without the ability to serve patrons indoors. Since vehicle traffic had plummeted as many people worked from home many cities and towns of all sizes experimented with closing streets to cars, “opening” them up to people on foot, bicycle, and scooter. Arvada was one of the early adopters of this strategy, “opening up” two blocks of Olde Wadsworth Boulevard and one block of Grandview Avenue in the heart of Olde Town. This initial strategy proved incredibly successful and was supported by 90% of respondents to a community survey.

“The street closure has been great! It needs to be lasting.”

Mayor Marc Williams

“Expanding the pedestrian-only areas in Olde Town is absolutely crucial to further activating this area, not to mention improving safety and the environmental health of those of us who live/work around Olde Town.”

Cody Yantis (Olde Town Resident)





In 2021 the Olde Town “open streets” were enhanced to a semi-permanent condition with an expected timeline of five years. This semi-permanent intervention allowed for more aesthetically pleasing traffic control devices including concrete curbs and bollards at the block ends which allow emergency services to access as needed while blocking private vehicles. To enhance the overall experience the City and Olde Town Business Improvement District also created outdoor dining terraces and street murals.

In an effort to sustain the positive momentum in Olde Town and the overwhelming community support for the pedestrian streets, the City dedicated funding received through the Federal American Rescue Plan to the creation of a 20-year vision and strategic investment plan for Olde Town. As part of this planning process it was envisioned that the planning team would conduct additional community outreach to decide on a permanent future and develop a corresponding design for the pedestrian streets.

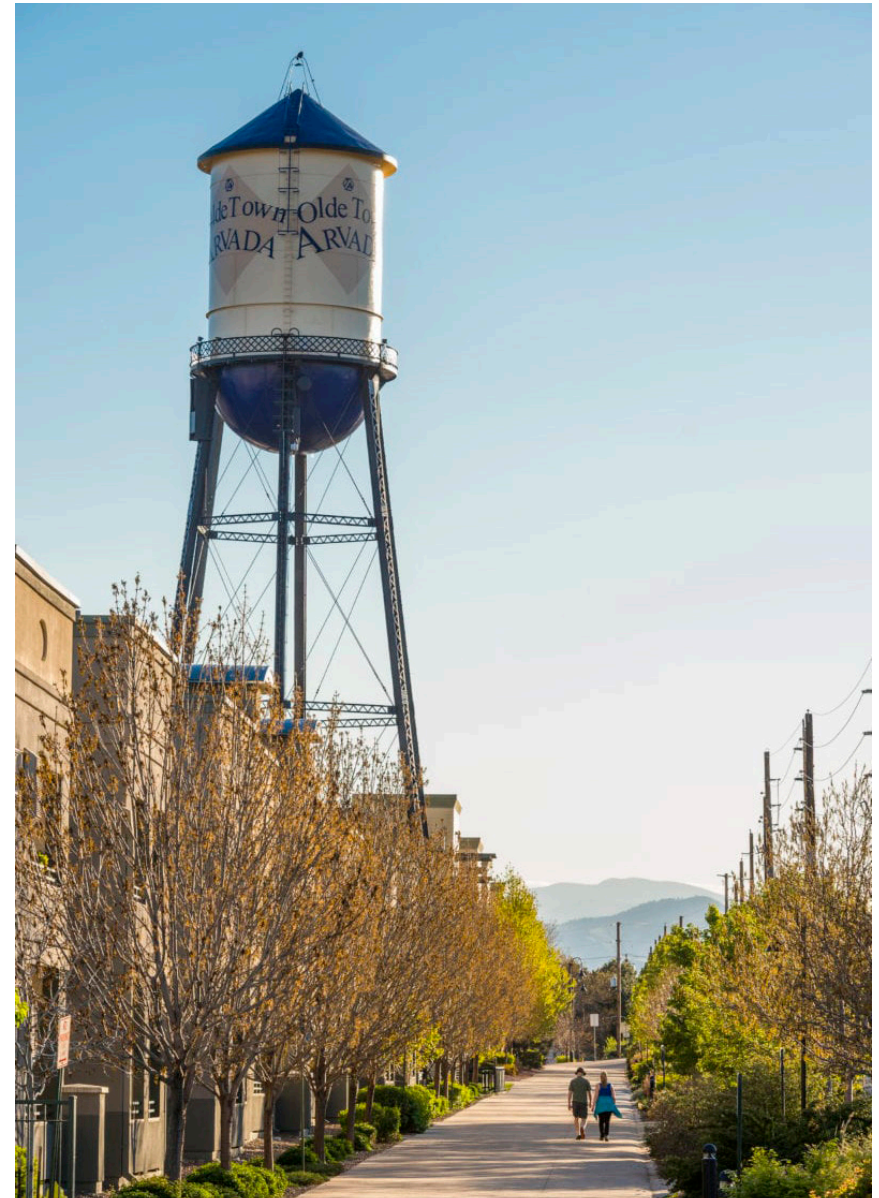
PROJECT PROCESS & SCHEDULE

OVERVIEW

The Olde Town Arvada Strategic Reinvestment Plan kicked off in May 2022. At the outset of the planning process, the City and consultant team worked together to form a Technical Advisory Committee (TAC) that would steer the plan and offer insight from a well-rounded group of experts on the intricacies of Olde Town. Members of the TAC included City staff from multiple departments, Arvada Urban Renewal Authority, and the Olde Town Business Improvement District (BID). The committee convened every other month throughout the planning process and worked closely with the planning team on crafting feasible strategies and recommendations.

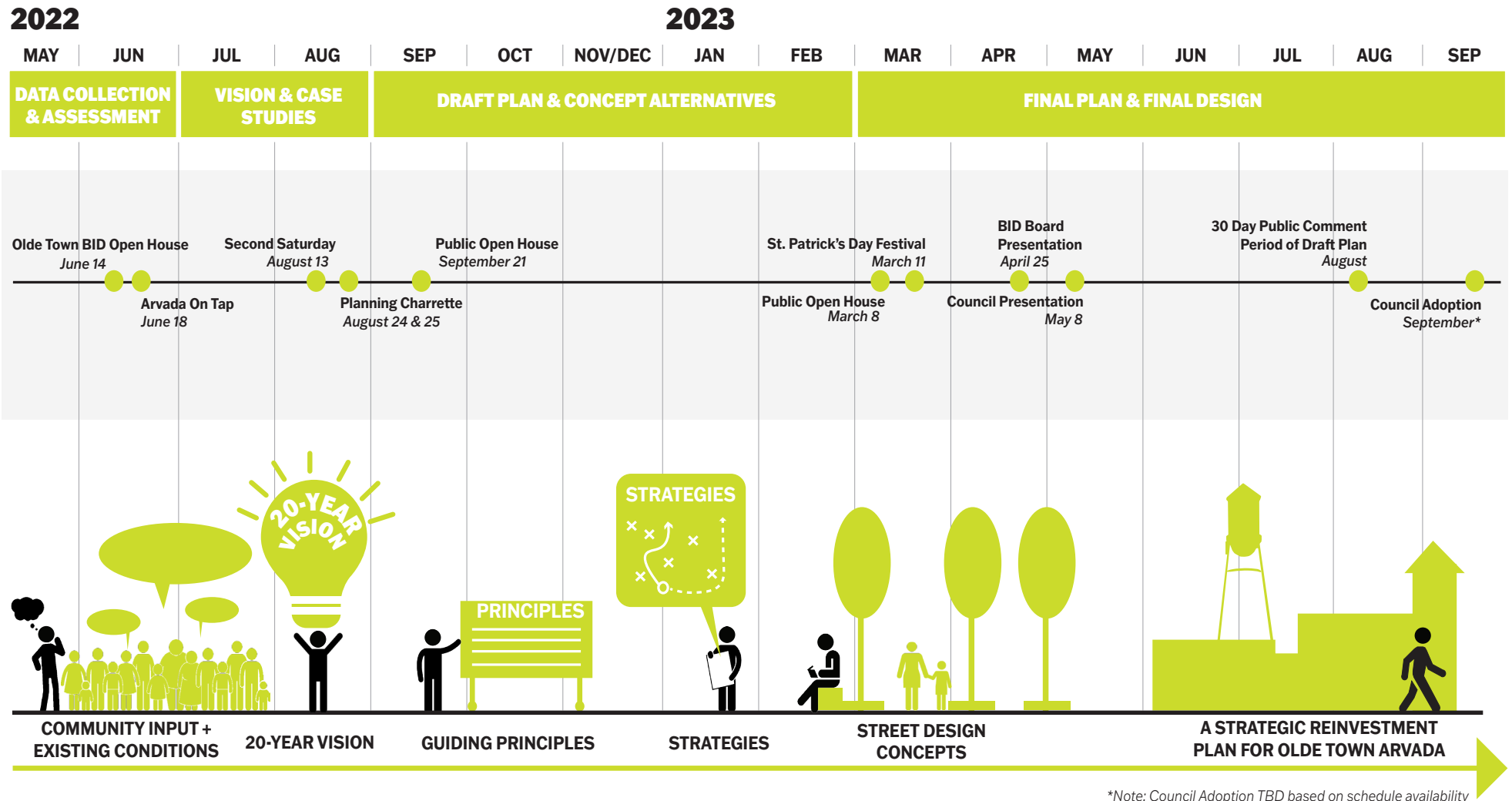
During the summer of 2022 the planning team kicked off an initial round of community engagement while simultaneously collecting existing conditions data and conducting background research. The team attended several community events including the Arvada On Tap beer festival and a Second Saturday street festival in Olde Town where they collected general input from the public, along with a corresponding online community survey. Following these engagement events, a two-day planning workshop was held with members of the TAC and other community groups such as the Chamber of Commerce and Historical Society. The primary outcomes of the workshop were to draft vision and goals for the 20-year plan which were presented to attendees and City Council in the fall of 2022. In September, the first public open house was held with a second online survey to solicit feedback on the draft plan vision, goals and strategies for reinvestment.

At the beginning of 2023 the project team began work on conceptual designs for the future streetscapes and public realm improvements as identified in the draft plan strategies. The team hosted a public open house and attended St. Patrick's Day Festival to present and hear feedback on the final plan recommendations and design concepts.



PROJECT PROCESS & SCHEDULE

OVERVIEW



COMMUNITY ENGAGEMENT

*See Appendix for full report on the community engagement process & results

PROJECT PROCESS & SCHEDULE

"I love Olde Town!"

ARVADA ON-TAP & 2ND SATURDAY

EXISTING CONDITIONS & OLDE TOWN USE SURVEY



"Make walking and lingering desirable in Olde Town"

PUBLIC OPEN HOUSE 1

OVERALL FRAMEWORK & CONCEPTS FOR OLDE TOWN SQUARE





MARCH 8TH, 2023

150+
TOTAL
ATTENDEES



MARCH 11TH, 2023

60+
TOTAL
ATTENDEES

FINAL RECOMMENDATIONS & DESIGN CONCEPTS

PUBLIC OPEN HOUSE 2

FINAL RECOMMENDATIONS & DESIGN CONCEPTS

ST. PATRICK'S DAY FESTIVAL

"Lets keep it historic
and beautiful for many
generations to come!"

"Keep the small olde
town feel"



EXISTING CONDITIONS

INTRODUCTION

EXISTING CONDITIONS

This section summarizes the analysis of existing conditions conducted by the planning team during 2022. It is organized into the categories listed below, each with accompanying maps and data:

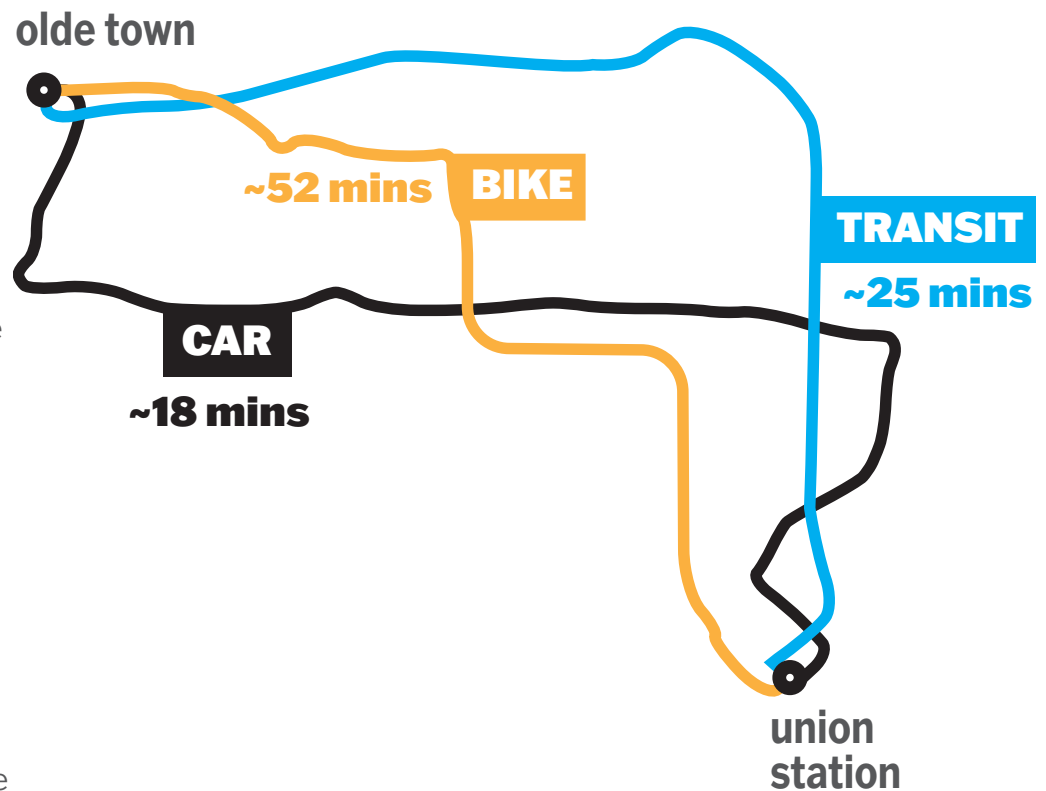
- Regional Context
- Study Area
- Community Assets
- Parks & Public Spaces
- Trails & Bicycle Connectivity
- Transit & Parking
- Streets & Gateways
- Opportunity Sites

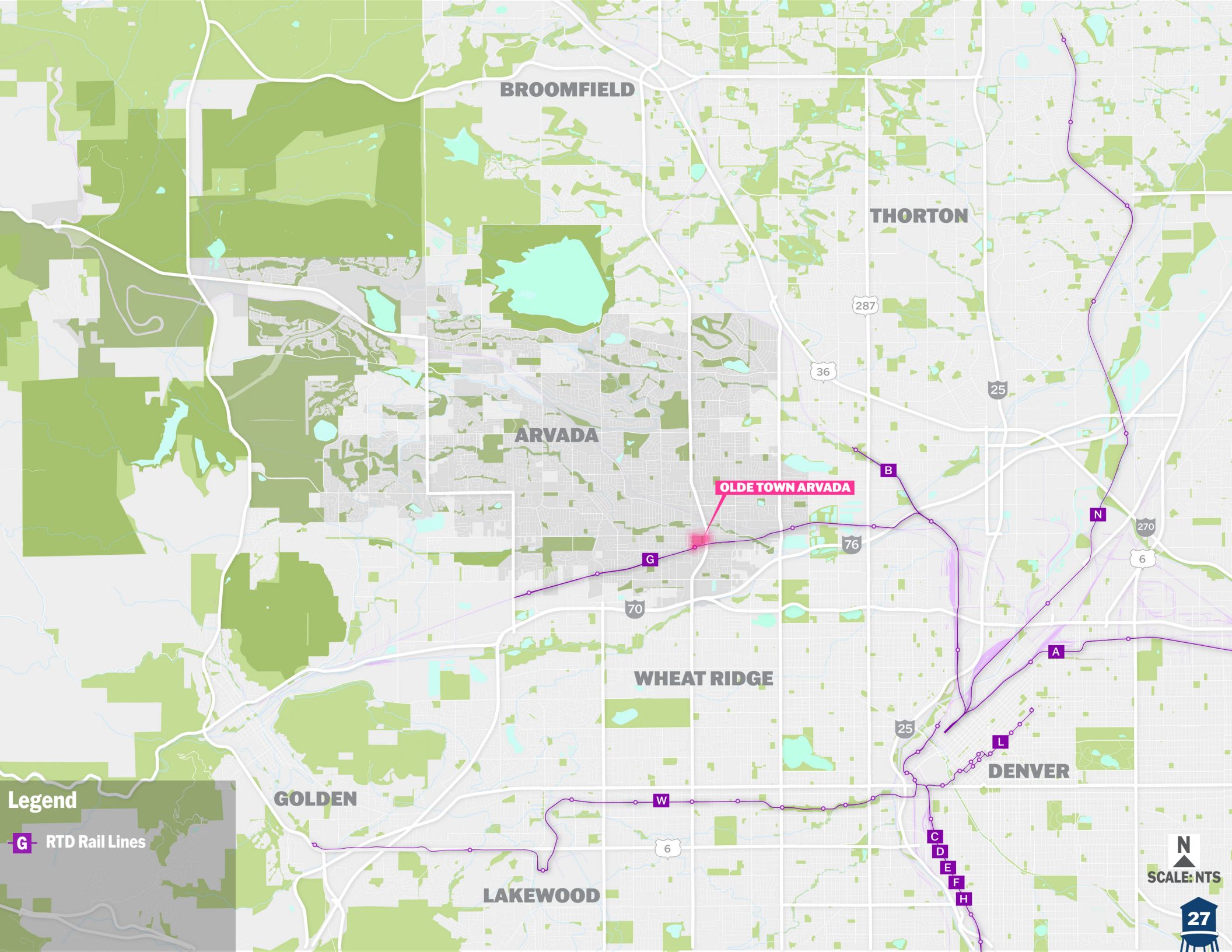


REGIONAL CONTEXT

Olde Town Arvada sits within the larger Denver Metropolitan Area and centrally located along the Front Range. The study area sits on a small bluff approximately 10 miles northwest of the Colorado Capitol, and midway between Downtown Denver and the Rocky Mountain foothills. While not located immediately along any waterways, Olde Town sits between Ralston Creek and Clear Creek and about 1.5 miles west of their confluence at Gold Strike Park. Multi-use trails along both creeks are heavily used and offer fully separated connections to the larger regional greenway and South Platte River trail network. The bluff on which Olde Town sits is the defining topographic feature of the study area and offers expansive views of the Clear Creek valley to the south, as well as Downtown Denver and the Front Range.

Olde Town is easily accessible via various modes of transportation from elsewhere in the region. The Olde Town Arvada commuter rail station offers direct service on the G-line to Denver Union Station where connections can be made to all other regional commuter and light rail lines, including the A-line to Denver International Airport. Several local and regional bus lines also serve the station. By vehicle Olde Town is well-positioned just north of the junction of Interstates 70 and 76 and along Wadsworth Blvd. (CO-122), making it easily reached from all around the metropolitan area.





BROOMFIELD

THORTON

ARVADA

OLDE TOWN ARVADA

WHEAT RIDGE

GOLDEN

DENVER

LAKEWOOD

Legend
G RTD Rail Lines

N
SCALE: NTS

STUDY AREA

Olde Town Arvada occupies a bluff in the southeast portion of the greater city limits. While the official study area boundary encompasses approximately 12 city blocks from the railroad to Ralston Road, closely following the Olde Town Business Improvement District boundaries, this plan looked at the edges as well as some key areas immediately surrounding the district. Both the railroad on the south and Ralston Road on the north act as barriers to movement into and out of Olde Town, and therefore it was important to look beyond those edges to make recommendations for improved access to Olde Town.

Most notably, the joint RTD/City parking garage known as “The Hub” for the Olde Town Arvada rail station sits both across the railroad from the boarding platforms and below the bluff that defines the south edge of Olde Town. Access to and from “The Hub”, both on foot and in vehicles, can be challenging and confusing for users due to grade changes and complicated entry and exit points.

On the north side of Olde Town, Ralston Road is a major arterial roadway with few pedestrian crossing points other than Olde Wadsworth Blvd. Auto-oriented land uses and frequent driveways along Ralston Road also contribute to a challenging pedestrian environment. The compact residential neighborhoods and Ralston Creek Trail, both immediately north of Olde Town, feel disconnected because of this barrier.

The Study Area map (next page) shows both the official boundary for the project, as well as the larger influence area studied by the planning team. To craft recommendations for the Olde Town study area, and prompted by input from the community, the team looked at the edges as being strongly influenced by the surrounding context, particularly to the north and south. In this plan these edges are often treated as opportunities for expanded and enhanced gateways into Olde Town to create a welcoming and identifiable district that is easily accessible by all forms of transportation and from all directions.





MEMORIAL PARK

RALSTON CREEK

AREA OF INFLUENCE

STUDY AREA

OLDE TOWN SQUARE

RTD PLAZA

THE HUB PARKING GARAGE
& TRANSIT CENTER

McELROY PARK

STOCKE - WALTER PARK

Legend

- Study Area
- Area of Influence
- Current Pedestrian-only Zone

N
SCALE: NTS

COMMUNITY ASSETS

Olde Town Arvada enjoys many community assets that contribute to the district's vitality and sense of place. These assets are a primary reason why many people visit Olde Town, and are integral to the creation of a viable plan for the next 20 years. As noted in the results from the first online community survey, food and beverage businesses are a top reason why people visit Olde Town and contribute greatly to the district's identity. Olde Town is a dining and drinking destination for both Arvada and the larger Denver metro area, and an ever-widening variety of establishments, from high-end dining to casual breweries has made Olde Town competitive with other mixed-use entertainment districts in the region. The Olde Town Arvada station on RTD's G-line commuter rail contributes to the ease of access from elsewhere in the region, and makes Olde Town a destination for people traveling by train to other places. The Hub parking garage provides free parking not only for RTD users, but for visitors to Olde Town, though it is underutilized. The semi-permanent pedestrian streets have become a destination, and Olde Town's many street festivals and farmers market are a top draw for visitors throughout the year. The study area's three public spaces – Olde Town Square, RTD Plaza and McIlvoy Park – along with community hubs such as the public library, and destination retail provide additional activity generators.

EXISTING CONDITIONS

RALSTON CREEK TRAIL



PEDESTRIAN MALL



FOOD & DRINK



RAIL ACCESS

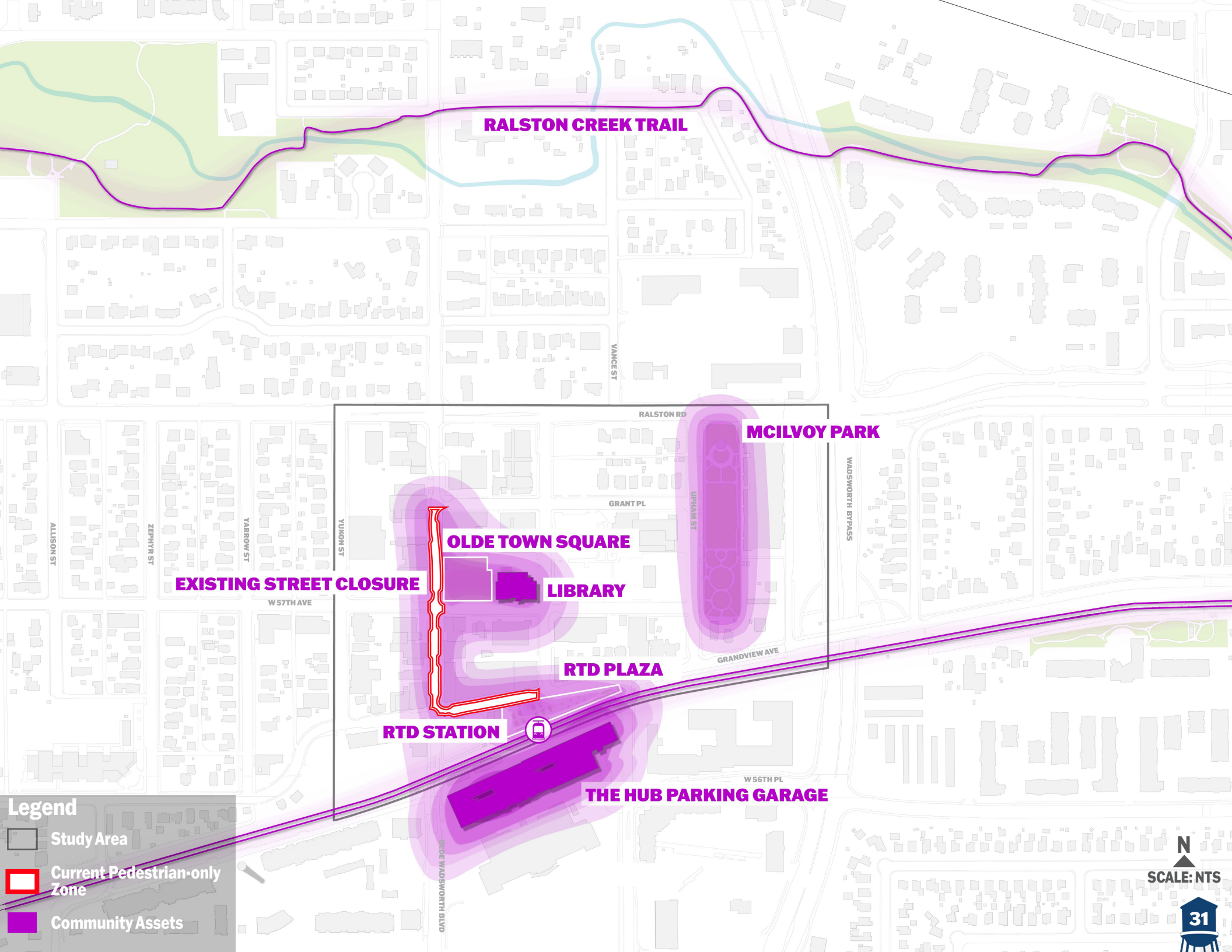


LIBRARY



OLDE TOWN SQUARE





RALSTON CREEK TRAIL

MCILVOY PARK

OLDE TOWN SQUARE

EXISTING STREET CLOSURE

LIBRARY

RTD PLAZA

RTD STATION



THE HUB PARKING GARAGE

Legend

- Study Area
- Current Pedestrian-only Zone
- Community Assets

N
SCALE: NTS

PARKS & PUBLIC SPACES

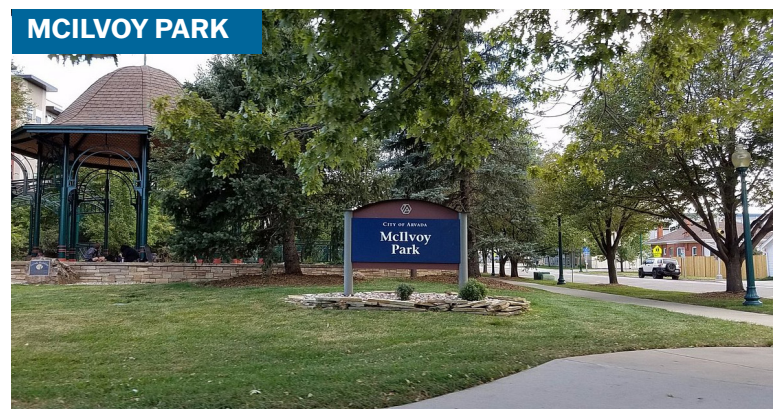
EXISTING CONDITIONS

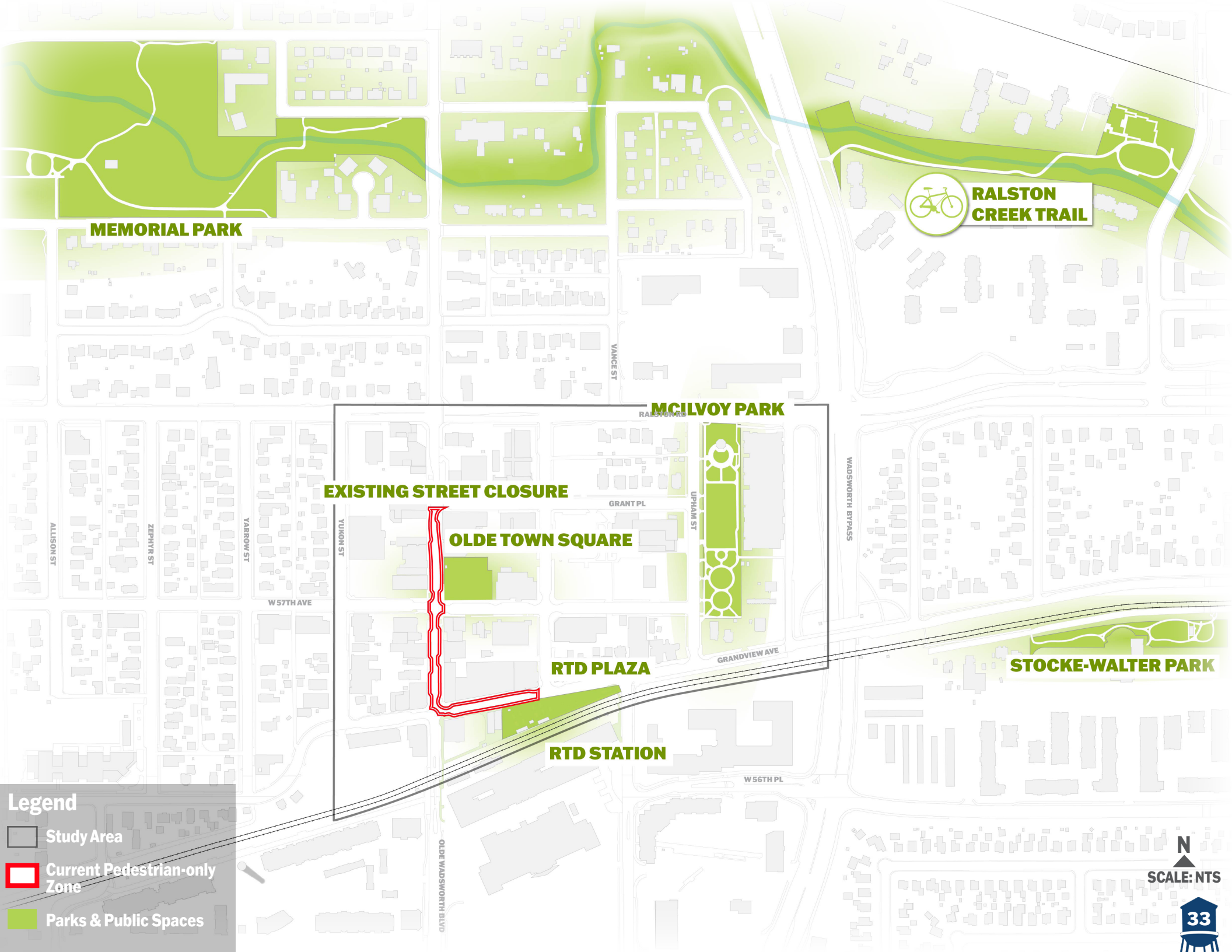
Parks and public spaces are of the utmost importance to a neighborhood's vitality. Olde Town already enjoys a wonderful variety of public spaces, with a variety of amenities, though they are not all used equally. Olde Town Square sits in the heart of the study area and serves as the de facto town center for greater Arvada. The Square acts as a civic hub flanked on one side by Olde Wadsworth Blvd., Olde Town's main street, and on the other by the Arvada Public Library. The Square features a small but well-loved splash pad, hosts weekly farmer's markets in the warmer months, overflow for vendors at street festivals throughout the year, and a beloved Christmas tree during the winter holidays. While the Square is iconic and loved by Arvada residents its current design and lack of activated edges present some challenges and it features prominently as a reinvestment opportunity within this plan.

Along Grandview Ave. at the Olde Town Arvada Station is the RTD Plaza. This public space is primarily used by people accessing the station and is not heavily programmed. The district's sole public restroom sits within the plaza but there is opportunity for much more activation as a public space.

McIlvoy Park is a large public park on the east side of Olde Town occupying two city blocks along Upham Street. McIlvoy Park is mostly passive green space and includes a playground as well as an elaborate bandshell at the north end. While the park hosts some events throughout the year, it suffers from a perceived distance and lack of direct connection to the energy of Olde Town along Olde Wadsworth Blvd. and Grandview Ave.

In addition to these parks and public spaces within Olde Town, the Ralston Creek and recreational trail are just 3 blocks north of the study area and run east-west through much of the City of Arvada. Along Ralston Creek are many well-used and beautiful public parks. With improved access across Ralston Road and enhanced wayfinding, these parks and trails could become an even stronger asset to the vitality of Olde Town.





MEMORIAL PARK

 **RALSTON CREEK TRAIL**

MCILVOY PARK

EXISTING STREET CLOSURE

OLDE TOWN SQUARE

RTD PLAZA

RTD STATION

STOCKE-WALTER PARK

Legend

-  Study Area
-  Current Pedestrian-only Zone
-  Parks & Public Spaces

N
SCALE: NTS


TRAILS & BICYCLE CONNECTIVITY

EXISTING CONDITIONS

Several separated, off-street trails lie just beyond the boundaries of Olde Town. The Ralston Creek Trail lies 3 blocks north of Ralston Road and runs intermittently through much of Arvada. With improved crossings of Ralston Road for pedestrians and cyclists, this trail would be easily accessible to Olde Town. Clear Creek Trail is a major regional trail to the south of Olde Town, but grade changes, interstate highways, and the auto-oriented development pattern of “New Town”, directly south of Olde Town, make access between the two regional trails challenging. The Ralston Creek Trail connects to Clear Creek to the east of Olde Town and is the logical and safe route to access the regional trail network.

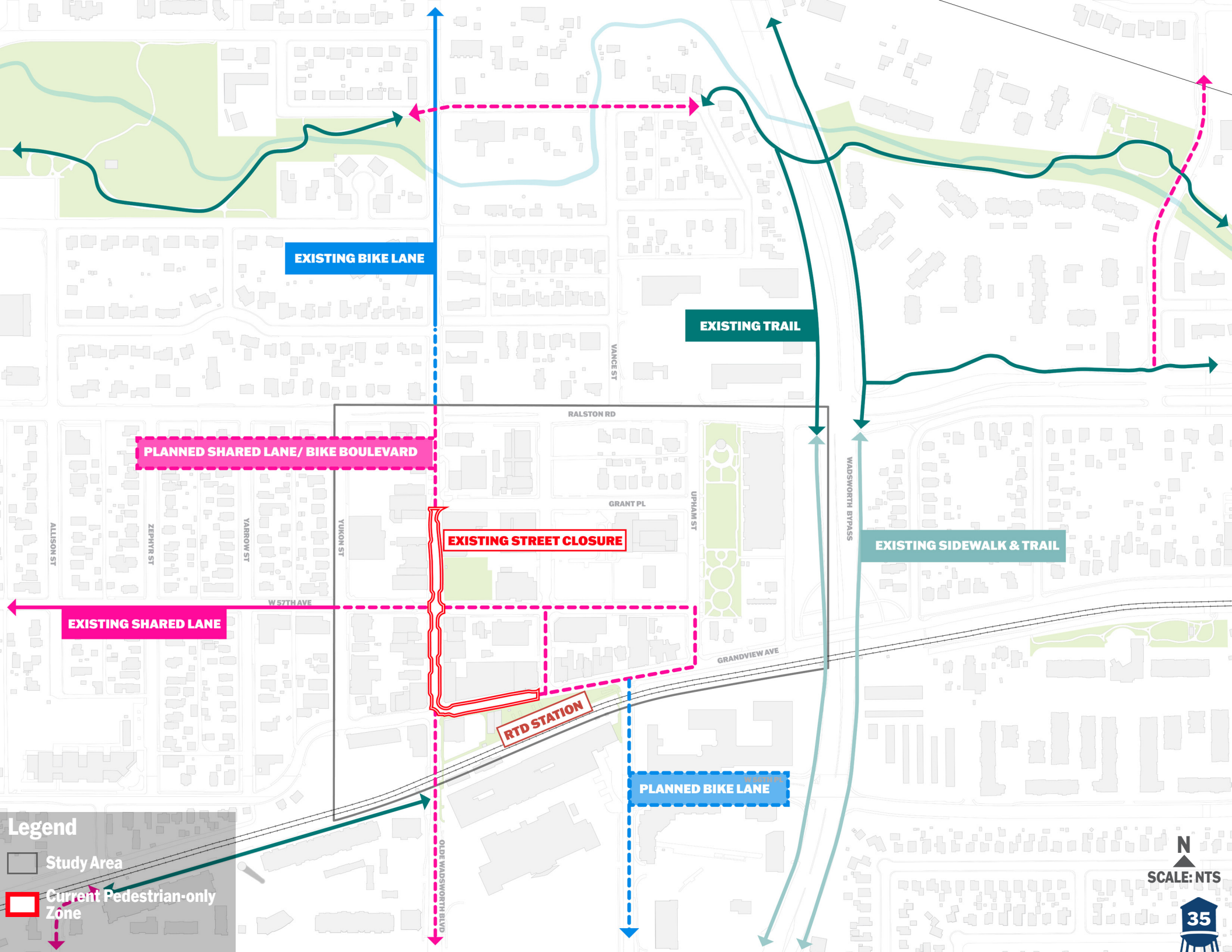
There are no existing on-street marked bicycle lanes within the project study area, but there are several designated and planned bicycle routes. Marked bicycle lanes do exist on Olde Wadsworth Blvd. beginning one block north of Ralston Road but do not currently connect users safely through the intersection into Olde Town. Olde Wadsworth Blvd. south of Grandview Avenue is a designated bicycle route but has no marked facilities. Marked bicycle lanes also exist on West 57th Avenue west of Yukon Street but again, do not carry users into the heart of Olde Town. Several streets are planned to include future bicycle routes or facilities of some kind through the Bike Master Plan, including West 57th Avenue from Yukon to Upham Streets, Upham Street from Grandview Avenue to Ralston Road, Grandview Avenue through the length of Olde Town and points east and west, and Ralston Road (see diagram on next page). Efforts should be made to prioritize the connection of safe, marked bicycle routes through Olde Town and future street designs for Olde Wadsworth Blvd. and Grandview Avenue to include accommodation for bicycles and micro-mobility options in order to provide seamless connections.

ON STREET FACILITIES



BICYCLE TRAILS





EXISTING BIKE LANE

EXISTING TRAIL

PLANNED SHARED LANE/ BIKE BOULEVARD

EXISTING STREET CLOSURE

EXISTING SHARED LANE

RTD STATION

EXISTING SIDEWALK & TRAIL

PLANNED BIKE LANE

Legend

- Study Area
- Current Pedestrian-only Zone

N
SCALE: NTS
35

TRANSIT & PARKING

Olde Town Arvada offers multiple options for public transit through the Regional Transportation District (RTD) including the G-line commuter rail and several bus lines. The G-line connects Wheat Ridge-Ward Station west of Olde Town to Denver Union Station and offers service from Olde Town Station every 30 minutes (as of winter 2022/2023). The G-line from Olde Town Station reaches Wheat Ridge-Ward in 6 minutes and Denver Union Station in 21 minutes. Denver Union Station connections can be made to all other RTD rail lines including the A-line to Denver International Airport (37 minutes from Denver Union Station). Three bus lines also serve Olde Town Station via The Hub parking garage including lines 52 (Arvada to Alameda Station), 72 (Arvada to Commerce City Station), and 76 (Broomfield to Littleton).

In addition to public transit there is also ample public parking, both free and paid, within Olde Town. The Hub parking garage, jointly owned by RTD and the City of Arvada, offers 626 free public parking spaces for both Olde Town visitors and RTD users. Based on surveys and data collected during 2022 the Hub underutilized and averages approximately 20-25% usage during the average week, though this is often higher in the evenings and on weekends, particularly during events in the warmer months. In addition to The Hub, there are 298 free on-street parking spaces throughout Olde Town, most of which also have a 2-hour limit. A public parking lot on Webster between West 57th Ave. and Grant Pl. has 100 spaces and is free for 4 hours. 33 additional free spaces exist within a small parking lot along Grandview Ave. on the west edge of Olde Town, while 67 additional spaces in this lot are for patrons of the abutting businesses only. There is a parking lot at West 57th Ave. and Yukon Street, owned by The Elks Lodge, that allows public parking for a fee.

There is currently ample public parking within Olde Town, much of it free and with limited restrictions, despite the loss of many on-street spaces with the pandemic street changes. While parking was mentioned by the community as a concern throughout the planning process, it rarely ranked highly as an issue that needs to be addressed. Confusion about The Hub garage, including whether it is free, how best to access it, and how best to access Olde Town on foot from the garage, was a common complaint and this plan looks for ways to improve access to and from this asset.

EXISTING CONDITIONS

ON-STREET PARKING



WEBSTER LOT



THE HUB PARKING GARAGE



WEST LOT



1,057 TOTAL FREE PUBLIC PARKING SPACES

298 ON-STREET PARKING SPACES
133 PUBLIC PARKING LOT SPACES
626 THE HUB PARKING GARAGE

39 PAID PARKING SPACES

376 PRIVATE OR DESIGNATED PARKING SPACES

ON-STREET PARKING SPACES

EXISTING STREET CLOSURE

RTD STATION

Legend

- Study Area
- Current Pedestrian-only Zone

N
SCALE: NTS

STREETS & GATEWAYS

EXISTING CONDITIONS

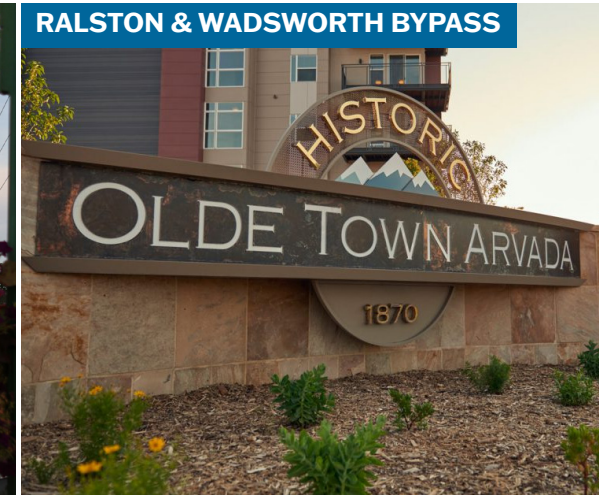
Olde Town's street network is a grid similar to most towns and cities in the region, with short blocks and a scale that predates the automobile. This scale makes Olde Town ideal for pedestrians and overall, the bulk of the study area is safe and easy for people on foot to traverse. The study area is bounded on the north by Ralston Road, an urban arterial that traverses the City of Arvada, and on the east by Wadsworth Bypass/CO-122, a major regional arterial. Wadsworth Bypass is a primary access point to Olde Town from points north and south, and from the I-70/I-76 interchange. Both of these roadways are barriers to pedestrian and bicycle access into Olde Town, though Grandview Avenue crosses Wadsworth Bypass as an overpass allowing better connections to the east versus other routes. All streets within Olde Town allow two-way vehicle traffic, with the exception of the three blocks that are completely closed to cars on Olde Wadsworth Blvd. and Grandview Avenue.

Several large monument signs act as gateways into the Olde Town historic district and direct visitors to the area from Wadsworth Bypass. These monument gateways are illustrated on the right and on the map on the following page. There is an opportunity to create more gateways and more consistent signage and wayfinding throughout Olde Town to facilitate smoother access to destinations such as The Hub parking garage and build on the district's identity.

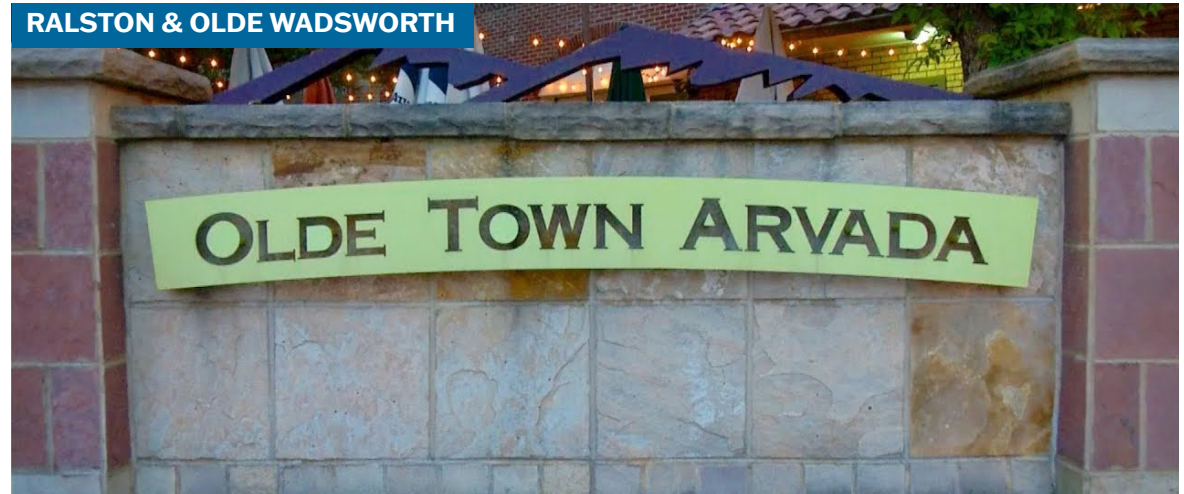
WATER TOWER

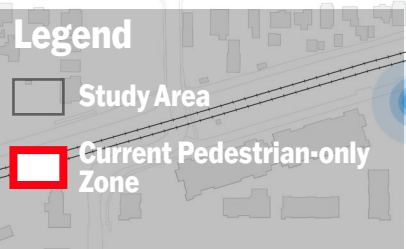


RALSTON & WADSWORTH BYPASS



RALSTON & OLDE WADSWORTH





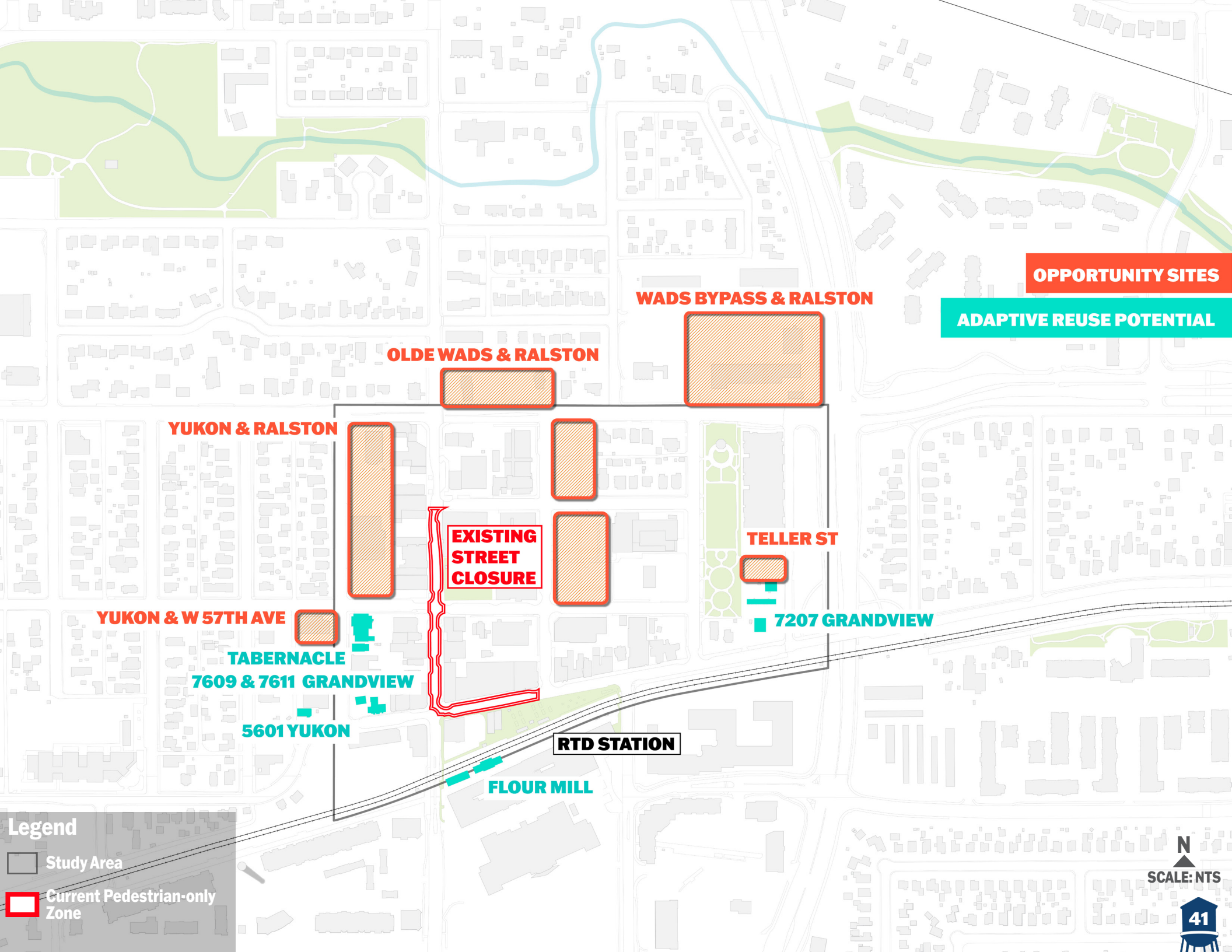
OPPORTUNITY SITES

EXISTING CONDITIONS

Within Olde Town there are multiple opportunity sites for both quality, infill development or redevelopment and adaptive reuse of architecturally significant structures. Large surface parking lots exist within Olde Town that could eventually be transformed into high-quality, mixed-use developments providing additional housing, retail, or other uses, and helping to “fill in the gaps” in the fabric of the study area. Other underutilized sites exist in several locations where outdated office or retail buildings and their corresponding surface parking lots break up the street walls and could be redeveloped to better blend with the character of Olde Town. Particularly along the north side of Ralston Road, there are multiple large properties that are very suburban and auto-oriented which could act as catalytic urban infill sites and create strong gateways into Olde Town.

In addition, there are several historic and architecturally significant sites within Olde Town that could be reimagined as vibrant, retail or community hubs. These sites include the historic Tabernacle on Yukon Street, the Arvada Flour Mill on Olde Wadsworth Blvd., and the McIlvoy House on Grandview Avenue. Strong partnerships with organizations such as the Arvada Historical Society and Arvada Urban Renewal Authority, along with careful preservation and adaptive reuse, could ensure these community gems contribute to the character and vibrancy of Olde Town for many more generations.





OPPORTUNITY SITES

ADAPTIVE REUSE POTENTIAL

WADS BYPASS & RALSTON

OLDE WADS & RALSTON

YUKON & RALSTON

**EXISTING
STREET
CLOSURE**

TELLER ST

YUKON & W 57TH AVE

7207 GRANDVIEW

**TABERNACLE
7609 & 7611 GRANDVIEW**

5601 YUKON

RTD STATION

FLOUR MILL

Legend

- Study Area
- Current Pedestrian-only Zone

N
SCALE: NTS

3

KEY TRENDS & BEST PRACTICES

INTRODUCTION

KEY TRENDS & BEST PRACTICES

Across the country, communities of all sizes are grappling with drastic changes to how their central business district's function. The Covid-19 pandemic disrupted many traditional work and travel patterns and has prompted many cities to rethink who downtown is for. Early in this planning process the City and planning team agreed that conducting thorough research on several current planning and urbanism trends would help set a solid base for the outcomes of the Olde Town Strategic Reinvestment Plan, ensuring that plan recommendations and guidance were rooted in the latest data and best practice research.

Three broader trends were identified that are greatly impacting smaller downtowns across the country and would be beneficial to provide lessons learned for Olde Town Arvada. This section provides a high-level summary and key takeaways for Olde Town on each of these trends – equitable placemaking, pedestrian-only streets, and models for urban alley improvements. These takeaways informed the planning team's development of strategic recommendations in the plan and the full reports can be found in the plan appendix.



EQUITABLE PLACEMAKING PRACTICES

SUMMARY

See Appendix for full report on Equitable Placemaking Practices

KEY TAKEAWAYS

Equitable placemaking specifically invites/serves these groups while maintaining access for all

EQUITABLE PLACEMAKING

- Public investments in public spaces should benefit all
- Some groups commonly do not feel as welcome/ access less often
- Inclusive placemaking: Designed for all community members
- Equitable placemaking: proactively invites/ serves lower access groups

Low access groups addressed in practice literature:

- Minority race & ethnicities
- Lower economic status (wealth, income)
- Gender and sexual identity

EQUITABLE PHYSICAL DESIGN

Important but not prescriptive

- Multicultural elements
- Safety principles
- Flexible spaces to allow for diverse programming
- Free public facilities: toilets, water, WiFi

EQUITABLE PROGRAMMING

More flexible and less capital intensive; allows for innovation, iteration

- Enhance diversity of offerings
- Invite lower access user groups
- Partner with existing diverse organizations
- Observe and build on spontaneous social use of space

IMPLICATIONS FOR OLDE TOWN ARVADA

- Engage low access groups during design
- Continue attention to safety in design
- Enhance multicultural programming
- Offer flexible spaces and fixtures
- Provide ample public access facilities



PEDESTRIAN-ONLY STREETS

SUMMARY

See Appendix for full report on Pedestrian-only Streets

SUCCESS FACTORS

Study Success Factor	OTA alignment
<i>College Town</i>	NO
<i>Adjacent to water body</i>	NO
<i>Adjacent to major tourist draw</i>	NO
<i>Population under 100,000</i>	NO
<i>Low Median Age</i>	NO
<i>Sunny Climate</i>	YES
<i>Convenient Parking & Transit Access</i>	YES
<i>Residential Customer Base</i>	PARTIAL
<i>Cultural/Recreation Draws</i>	PARTIAL

PEDESTRIAN STREET DESIGN LIFESPAN

- Pedestrian Malls historical average lifespan = 2 decades
- Return to vehicle access deemed “failure”
- Success stories also include major redesign every 2-3 decades
- Framing as “permanent” may set unrealistic expectations
- Adaptable designs (e.g., flexible closures) may serve needs longer

CURRENT PRACTITIONER OPTIMISM

- Street closures work best where pedestrian vibrancy is already established
- Robust placemaking is needed for success
- Quality design
- Activating elements
- Programming
- Pandemic laboratory promising, experiment continues



IMPLICATIONS FOR OLDE TOWN ARVADA

- Anticipate redesign in 2-3 decades
- For ped-only design to succeed:
 - Expand residential base
 - Increase entertainment draws
 - Budget more programming & activation
- A more adaptable design may extend the useful lifespan of this major investment

ALLEY IMPROVEMENT MODELS

SUMMARY

See Appendix for full report on Alley Improvement Models

LONGMONT, CO

- 2011 Six-block project flanking Main Street next to parking
- Waste service consolidation, LDDA built corrals, private hauler merged collection of individual contracts
- Permeable pavers, enhanced drainage, underground utilities. Open to vehicles
- Improved pedestrian-only “breezeway” connections with pavers, lighting, art
- Pedestrians use breezeways heavily, alleys less so. Bikes prefer parallel streets
- Alley-facing facade improvements and grants spurred private reinvestment

COLORADO SPRINGS, CO

- Business led one-block project in 2011
- Mural location for annual art contest, open to vehicles
- Redevelopment, waste consolidation managed by a primary tenant
- 2022: New AdAmAn project in business core
- T-shaped alley system, remains open to vehicles
- Murals and local history interpretation
- Archway, lighting, paving and drainage, underground utilities
- Consolidated waste service

GLENWOOD SPRINGS, CO

- Initial 1-block Smoke Alley project completed in 2013
- Pavers and drainage improvements, lighting, planters, closed to vehicle access
- 2 more alleys are closed with outdoor lighting, other improvements in progress
- City leads waste service consolidation alley by alley, manages contracts
- Pedestrian only, lots of foot traffic, not many bikes
- Spurred creative placemaking in district
- Alley facade improvements and grants

IMPLICATIONS FOR OLDE TOWN ARVADA

- Prioritize goals to navigate trade-offs, select project locations
- Treat first project as proof of concept, invest fully in small area to show potential
- Identify willing businesses for improvements and activation

KEY FINDINGS

- Aesthetic enhancement universally well-received, improves perceptions
- Multiple approaches to waste service consolidation in competitive private market
- Amount of pedestrian use correlated to vehicle closure, activation elements
- Businesses generally prefer to maintain drive-up rear delivery access
- Partner with adjacent businesses for building improvements, outdoor seating



SMOKIN'

Old Wadsworth BLVD
7600 W

HOMEGROWN
TAP & DOUGH

RE



VISION FOR OLDE TOWN ARVADA

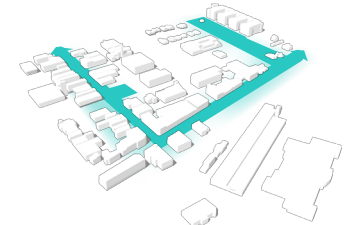
VISION FOR OLDE TOWN ARVADA

VISION STATEMENT

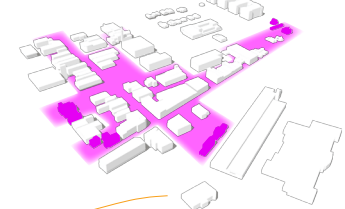
Olde Town Arvada is a distinct historic downtown that is walkable, safe, green, and well connected to the broader region. The unique character of Olde Town is celebrated, and a high-quality network of public spaces create a community that is inviting to all and will thrive into the future.



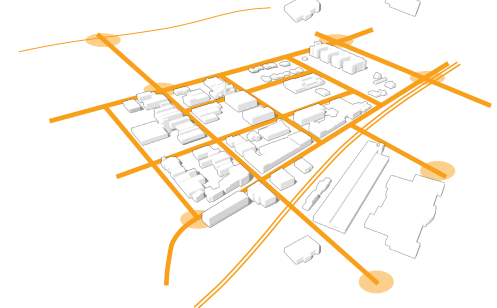
Vibrant



Distinct



Connected



Resilient



OLDE TOWN VISION & STRATEGIES

VIBRANT



- Create flexible, active public spaces
- Activate the edges and streetscapes throughout Olde Town
- Leverage the popularity of food & beverage

DISTINCT



- Activate architectural assets
- Create incentives for reinvestment & quality development
- Embrace the power of the historic district

RESILIENT



- Grow a consistent, healthy, tree canopy
- Explore opportunities for green infrastructure
- Encourage walking, biking & transit
- Ensure efficient operations & maintenance

CONNECTED



- Connect to nearby amenities
- Expand the pedestrian only experience
- Create a sense of arrival



CREATE A SENSE OF ARRIVAL

LEVERAGE FOOD AND BEVERAGE

CONNECT TO NEARBY AMENITIES

CREATE INCENTIVES FOR REINVESTMENT AND QUALITY DEVELOPMENT

CREATE FLEXIBLE, ACTIVE PUBLIC SPACE

EXPLORE OPPORTUNITIES FOR GREEN INFRASTRUCTURE

GROW A CONSISTENT HEALTHY TREE CANOPY

ENCOURAGE WALKING, BIKING AND TRANSIT

ACTIVATE EDGES AND STREETSCAPES

EXPAND THE PEDESTRIAN ONLY EXPERIENCE

ACTIVATE ARCHITECTURAL ASSETS

ENSURE EFFICIENT OPERATIONS AND MAINTENANCE

EMBRACE THE HISTORIC DISTRICT

OLDE TOWN HUB

HARKINS THEATRE

OLDE WADSWORTH BOULEVARD

55TH & WADS

51

Legend

- Pedestrian Priority Zone
- Opportunity Sites
- Gateways
- Historic District

A VIBRANT OLDE TOWN

RECOMMENDATIONS

Create flexible, active public spaces

- V1** Redesign Olde Town Square to activate the edges and create a more dynamic, adaptable space for community events
- V2** Replace the aging splash pad with a new, more versatile system that will reduce maintenance and allow for winter uses
- V3** Invest in year-round programming and daily-use elements for the RTD Plaza

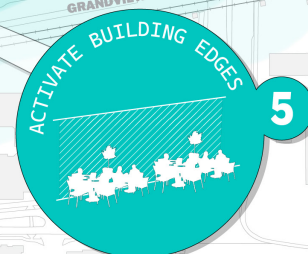
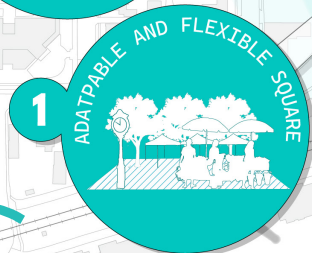
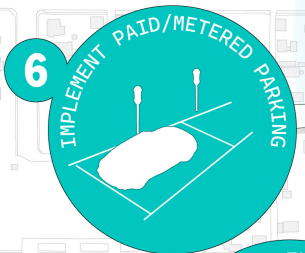
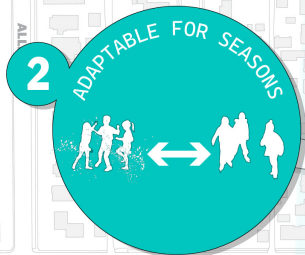
Leverage the popularity of food & beverage

- V7** Create clear design guidelines for sidewalk cafes
- V8** Market Olde Town as a dining and retail destination within the greater Front Range
- V9** Implement the Olde Town entertainment district to allow for areas of common consumption

Activate the edges and streetscapes throughout Olde Town

- V4** Prioritize, design and build streetscape improvements for West 57th Avenue, Grant Place, Webster Street, Yukon Street and Upham Street to enhance pedestrian safety and connections
- V5** Incentivize the redesign and activation of building edges that face public spaces to prioritize retail or café zones (i.e. the library, the building on the north side of Olde Town Square, and the building on the west side of RTD Plaza)
- V6** Implement paid/metered parking in Olde Town to encourage parking turnover, expand availability and align with City Transportation Demand Management plans

A Vibrant Olde Town



N
SCALE: NTS

A DISTINCT OLDE TOWN

RECOMMENDATIONS

Activate architectural assets

- D1** Incentivize and fund the redevelopment/ adaptive reuse of historic assets such as the Flour Mill and Tabernacle

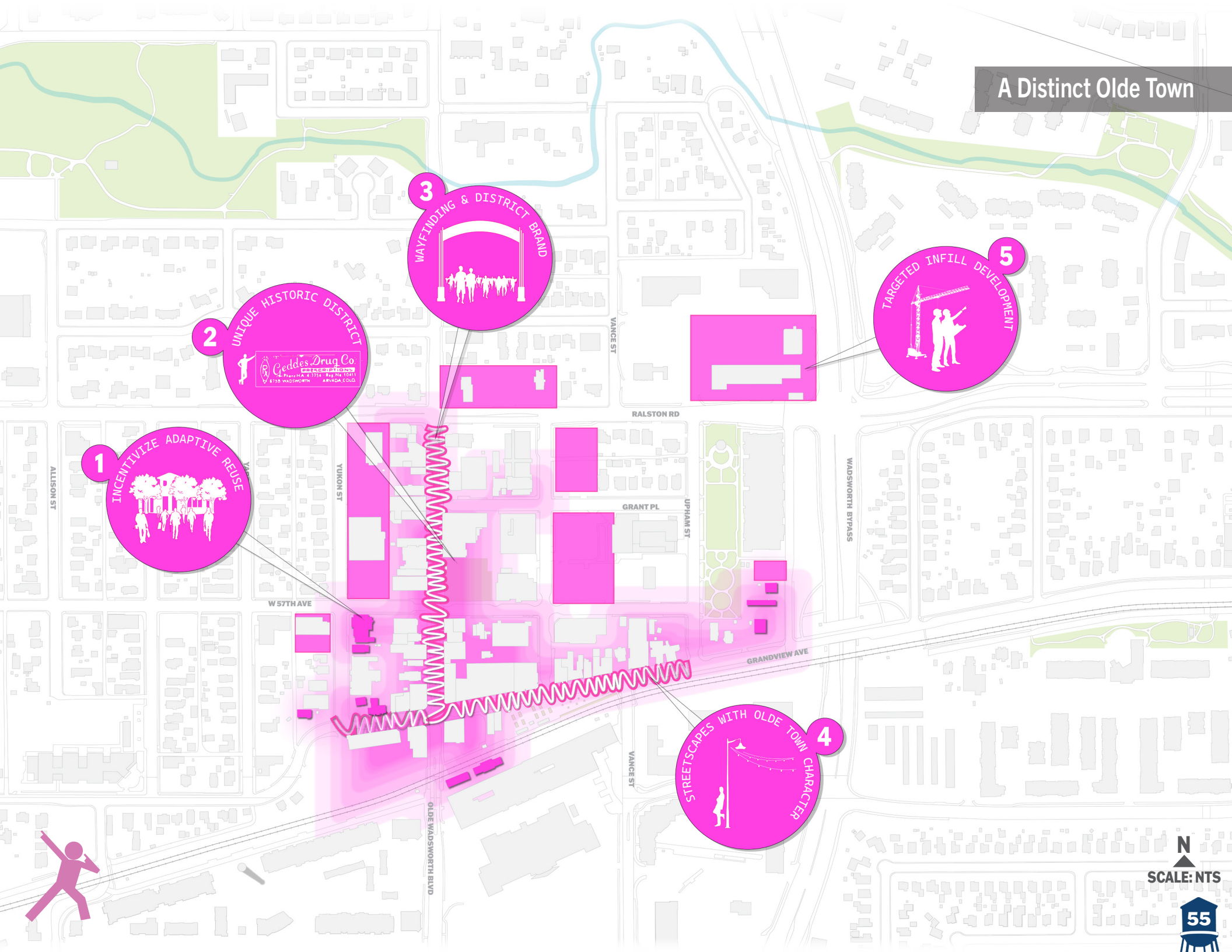
Create incentives for reinvestment & quality development

- D5** Minimize impediments to infill development on targeted opportunity sites

Embrace the power of the historic district

- D2** Market Olde Town as a unique historic district along the Front Range
- D3** Create wayfinding and district branding campaigns that communicate the distinct history and story of Olde Town
- D4** Ensure that future streetscape designs include lighting and other features that respect the architectural character of Olde Town while building a consistent, visible identity for the district

A Distinct Olde Town



1
INCENTIVIZE ADAPTIVE REUSE

2
UNIQUE HISTORIC DISTRICT

Geddes Drug Co.
PRESCRIPTIONS
W 57TH AVE & 17TH ST
W 57TH WADSWORTH AVE & 18TH ST

3
WAYFINDING & DISTRICT BRAND

4
STREETSCAPES WITH OLDE TOWN CHARACTER

5
TARGETED INFILL DEVELOPMENT

A CONNECTED OLDE TOWN

RECOMMENDATIONS

Connect to nearby amenities

- C1** Prioritize safe, intuitive pedestrian, bicycle and micromobility connections to Ralston Creek Trail and neighborhoods adjacent to Olde Town on all sides
 - » Extend the Olde Wadsworth Blvd. bicycle lane south to Ralston Road and include safety enhancements to the intersection for pedestrians and cyclists
 - » Implement appropriate bicycle facilities on Grandview Avenue to the east from Vance Street
- C2** Explore the option for one-way vehicle traffic on Grandview Avenue from Olde Wadsworth Blvd. to Webster St. to facilitate better access to The Hub parking garage
- C3** Reconfigure The Hub access at 56th & Vance to facilitate intuitive vehicle, pedestrian, and bus access
- C4** Improve signage and wayfinding within The Hub to allow easier pedestrian access to and from Olde Town
- C5** Study the potential for an additional pedestrian crossing of Ralston Road between Olde Wadsworth and Wadsworth Bypass

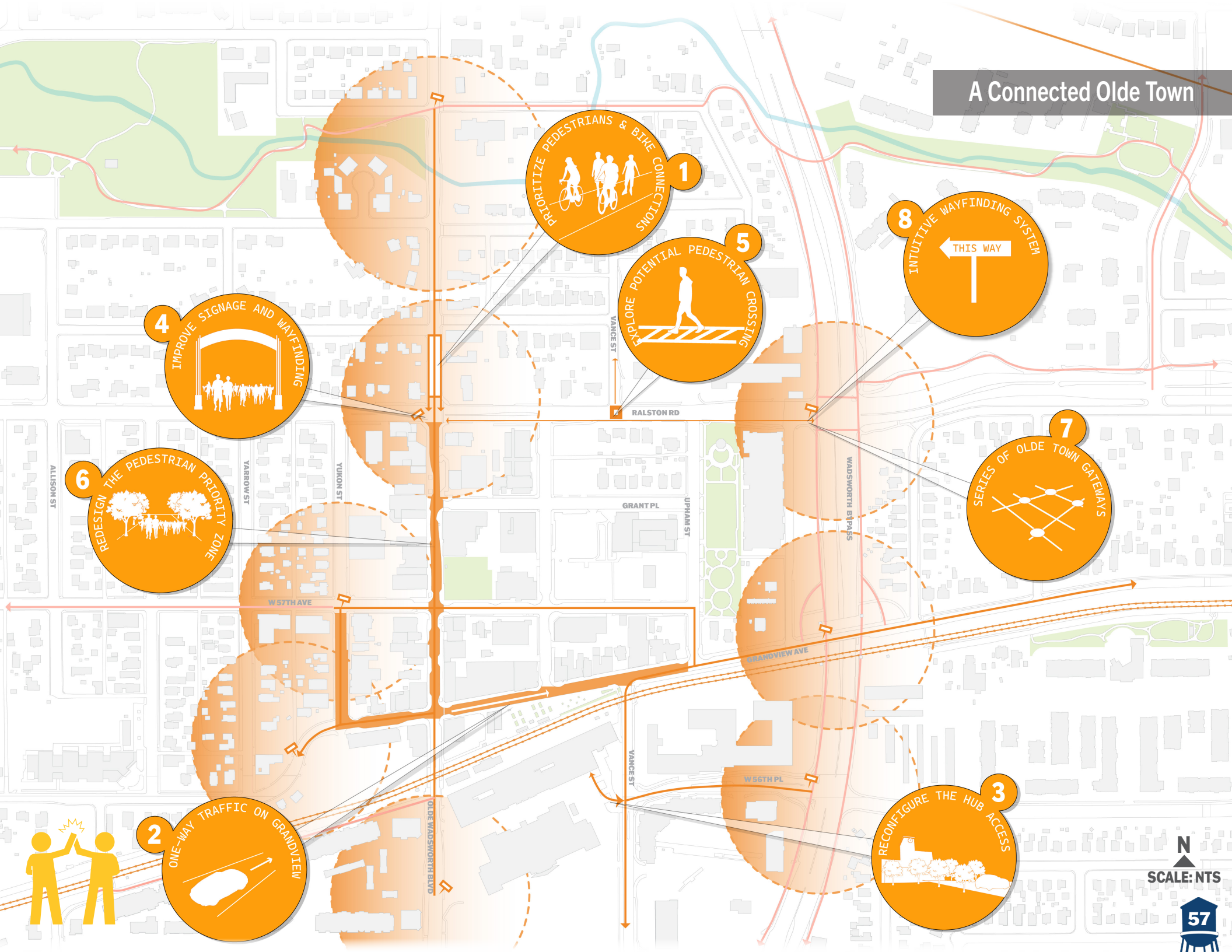
Expand the pedestrian only experience

- C6** Complete the redesign and rebuild the pedestrian-priority zone along Olde Wadsworth, Grandview and Yukon (see next chapter)

Create a sense of arrival

- C7** Design and build a series of new Olde Town gateways at key intersections as indicated on the map to the right
- C8** Design and implement an intuitive wayfinding system throughout Olde Town that visually communicates the district identity and promotes clear navigation to key locations (The Hub, library, Olde Town Square, McIlvay Park, etc.)

A Connected Olde Town



1
PRIORITIZE PEDESTRIANS & BIKE CONNECTIONS

5
EXPLORE POTENTIAL PEDESTRIAN CROSSING

8
INTUITIVE WAYFINDING SYSTEM
THIS WAY

4
IMPROVE SIGNAGE AND WAYFINDING

6
REDESIGN THE PEDESTRIAN PRIORITY ZONE

7
SERIES OF OLDE TOWN GATEWAYS

2
ONE-WAY TRAFFIC ON GRANDVIEW

3
RECONFIGURE THE HUB ACCESS

N
SCALE: 1:10,000

A RESILIENT OLDE TOWN

RECOMMENDATIONS

Grow a consistent, healthy tree canopy

- R1** Create an education campaign for property and business owners to take care of street trees to ensure their long-term health
- R2** Invest in a funding program to assist property owners in expanding tree planting areas to ensure long-term health
- R3** Update approved tree species list to specify trees that are adaptable to ultra-urban conditions and streetside stormwater planters

Encourage walking, biking, and transit

- R4** Upgrade designated bicycle routes within Olde Town to include marked on-street facilities such as bike lanes (protected bike lanes where possible)
- R5** Build out the planned bicycle network through Olde Town to ensure safe, intuitive connections to existing facilities
- R6** Utilize future Olde Town wayfinding signage to prioritize walking, biking, micromobility and transit use (i.e. Ralston Creek Trail is a 5 min. walk, etc.)
- R7** Install mobility hub on Grandview at the RTD Plaza for shared micromobility, rideshare pick up/drop off, etc.

Explore opportunities for green infrastructure

- R8** Study the needs for green infrastructure or stormwater management facilities as part of future streetscape improvements
- R9** Create an approved list of native and adapted species for open planting areas to reduce water use

Ensure efficient operations and maintenance

- R10** Prioritize the use of high-quality, durable materials in all streetscape and public space improvements to ensure longevity and ease of maintenance/replacement
- R11** Design pedestrian-priority streets to allow easy access for maintenance and emergency vehicles
- R12** Invest in small-scale, urban maintenance vehicles and techniques to manage regular maintenance and cleaning in an urban condition
- R13** Reconstruct Olde Town alleys to upgrade safety, visibility and cleanliness through new pavement, upgraded utility infrastructure and consolidated waste and recycling areas

A Resilient Olde Town



2
TREE FUNDING PROGRAM

1
TREE EDUCATIONAL CAMPAIGN

10
DURABLE MATERIALS FOR STREETSCAPE

3
APPROVED TREE SPECIES LIST

-
-
-
-

13
UPGRADE SAFETY, VISIBILITY, CLEANLINESS
Please
GARBAGE ONLY

12
MANAGE REGULAR MAINTENANCE

6
RALSTON CREEK IS 5 MIN. WALK

7
INSTALL MOBILITY HUB

4
UPGRADE BICYCLE ROUTES

8
STORMWATER MANAGEMENT

9
APPROVED NATIVE WATERWISE PLANTS

-
-
-
-

5
PLAN BICYCLE NETWORK

11
EMERGENCY VEHICLE ACCESS



N
SCALE: NTS

5

STREET DESIGN

INTRODUCTION

Grandview Avenue and Olde Wadsworth Boulevard were temporarily closed to cars and traffic to improve the pedestrian experience and attract residents and visitors alike to Olde Town during the COVID-19 pandemic. However, with the 5- year temporary street closure plan coming to an end, visualizing permanent streetscape improvements of what these two streets could be were considered for the anticipation of strategic investment.

Through research and the city and community's engagement and feedback, concepts were developed to illustrate the potential improvements for not only the two streets but Olde Town area as a whole.

This chapter illustrates the following:

- Vehicular Access Recommendations
- Circulation, Loading, & Parking Access Recommendations
- Street Functionality Models
- Redesign of Olde Wadsworth Boulevard
- Redesign of Olde Town Square
- Two Design Alternatives for Grandview Avenue
 - “Main” Street Concept
 - Promenade Concept
- Intersection Treatments
 - Grandview & Olde Wadsworth
 - Grandview & Webster
 - W 57th & Olde Wadsworth
 - Grant & Olde Wadsworth

Olde Wadsworth Blvd



Grandview Avenue

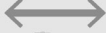


Vehicular Access

Olde Town Arvada

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*

Legend

-  Two - Way Streets
-  Proposed One - Way Street
-  Street Closure
-  Pedestrian Priority Zone
-  Intersection Control To Be Determined
-  Proposed Pedestrian Crossing *
-  Reconfigured Hub Parking Access
-  Planned Roundabout
-  Existing No Left Turn
-  Existing Traffic Circle
-  Existing Signalized Intersections

Note

Proposed Pedestrian Crossing Requires Further Study

Recommendations

- Consider allowing west to east thru traffic on Grandview for vehicular dropoff for RTD
- Introduce pedestrian crossings on Vance for safe North to South connections
- Provide a gateway on Olde Wadsworth Blvd & W 55th Ave with a Roundabout to reduce speeds entering into Olde Town

N

SCALE: NTS

62

Circulation, Loading, & Parking Access

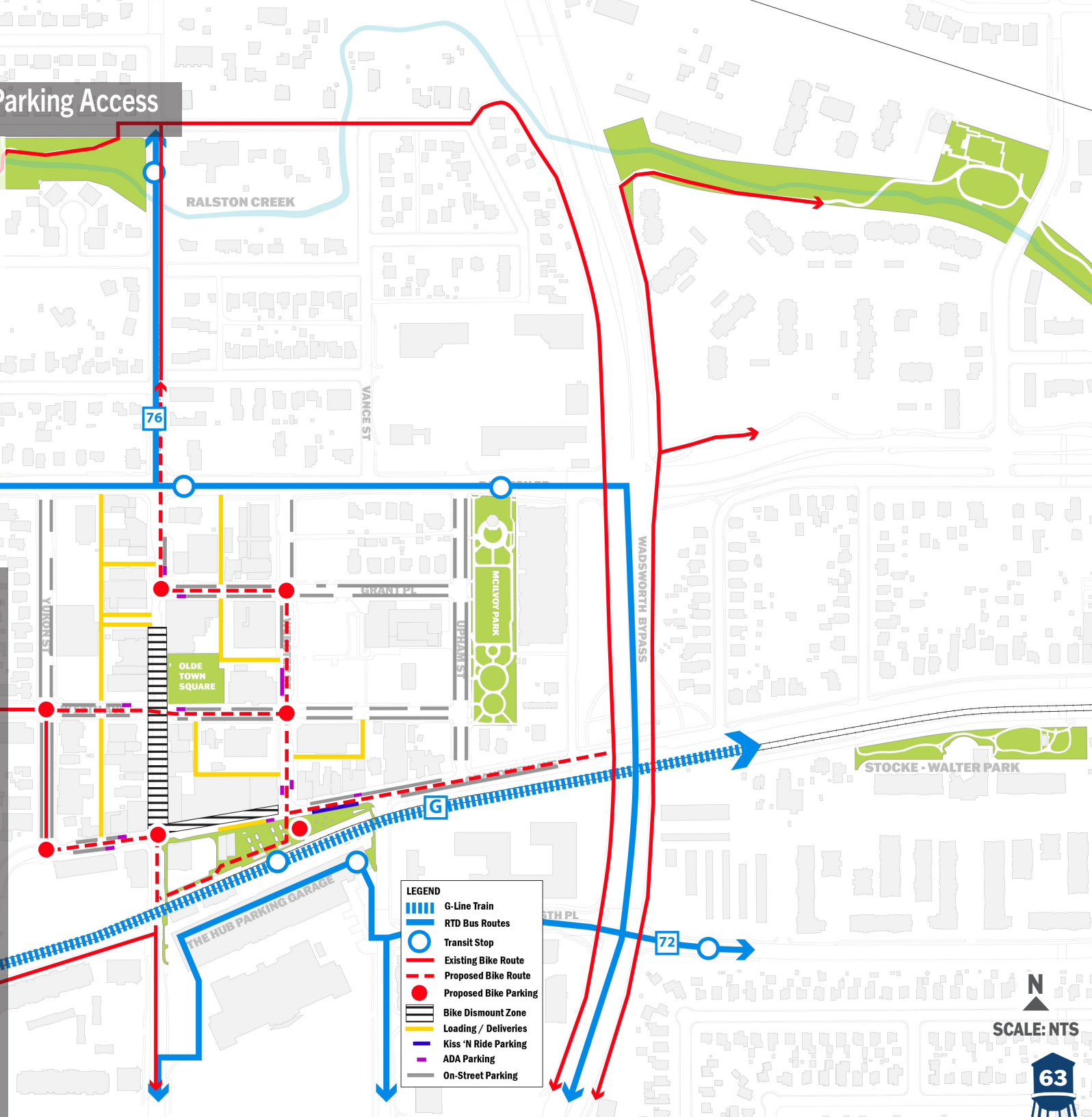
Olde Town Arvada

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*

Recommendations

- Connect bicycle routes through Olde Town, north-south and east-west
- Minimized pedestrian/bicycle conflicts with dismount zone on Olde Wadsworth
- Bicycle parking on corners at most intersections
- Consolidated and consistent delivery/loading zones in alleys and on Grandview*
- RTD Kiss and Ride on Grandview*
- ADA Parking close to corners

**May vary based on final alternative for Grandview Ave.*



LEGEND

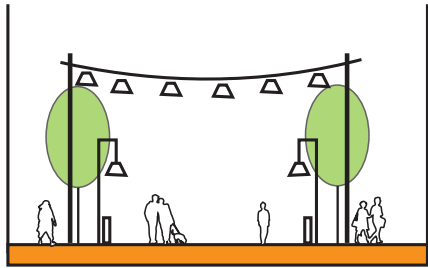
- G-Line Train
- RTD Bus Routes
- Transit Stop
- Existing Bike Route
- Proposed Bike Route
- Proposed Bike Parking
- Bike Dismount Zone
- Loading / Deliveries
- Kiss 'N Ride Parking
- ADA Parking
- On-Street Parking

STREET FUNCTIONALITY

The street functionality diagrams below illustrate a hierarchical transect from pedestrian-only streets to vehicles always allowed. The street designations are based on an A-D system with representative sections of what the street could look like.

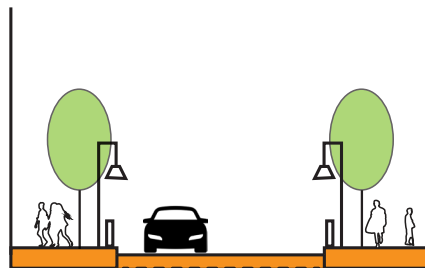
A - Always Pedestrian-Only

- *Emergency Access Only
- *Streetscape Improvements Building to Building



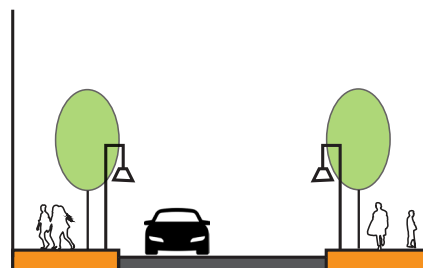
B - Sometimes Pedestrian-Only

- *Vehicles Allowed when No Event
- *Streetscape Improvements Building to Building



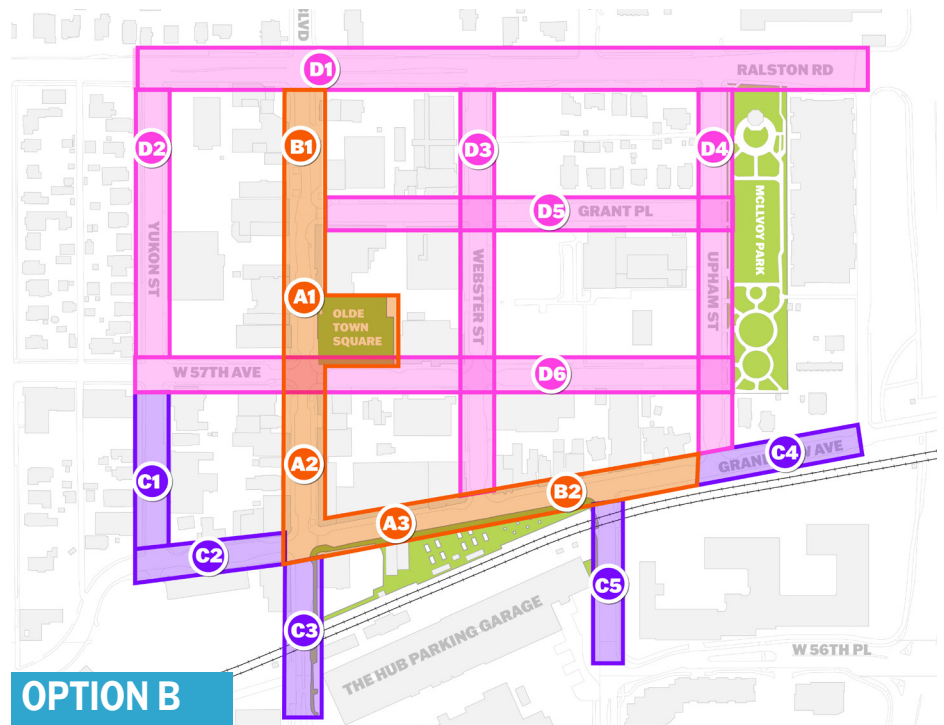
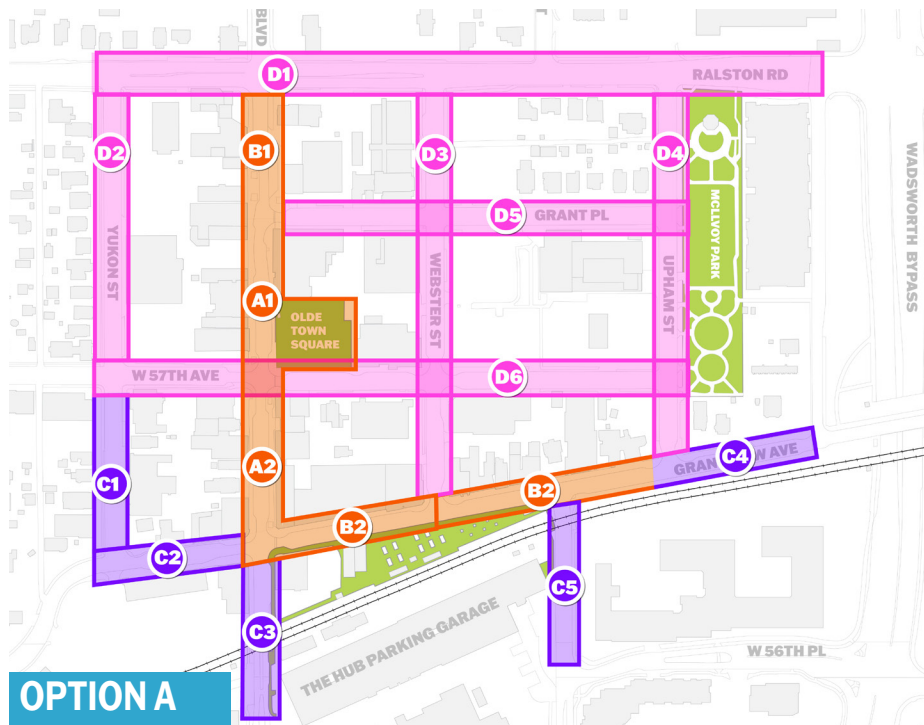
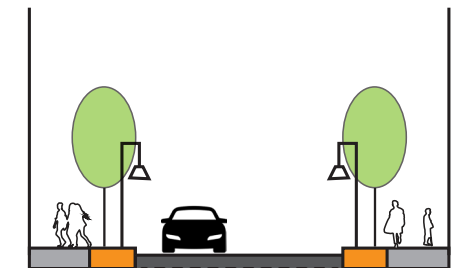
C - Vehicles Always Allowed

- *Vehicles Always Allowed
- *Streetscape Improvements Behind Curb



D - Vehicles Always Allowed

- *Vehicles Always Allowed
- *Minor Streetscape Improvements Behind Curb



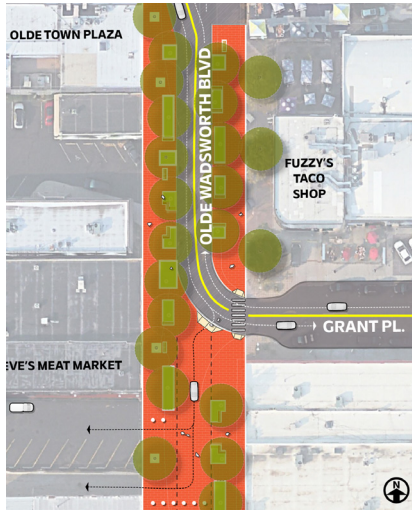
*Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.

INTERSECTION IMPROVEMENTS

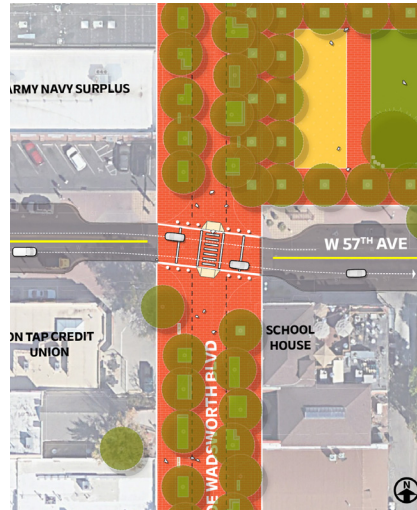
The intersection improvement diagrams below show two alternative design scenarios of curbed versus fully flush. Additional traffic analysis and study is needed for these approaches that could best fit Olde town's current and future circulation.

Alternative 1: Curbs

Grant & Olde Wadsworth



57th & Olde Wadsworth



Grandview & Olde Wadsworth



Grandview & Webster

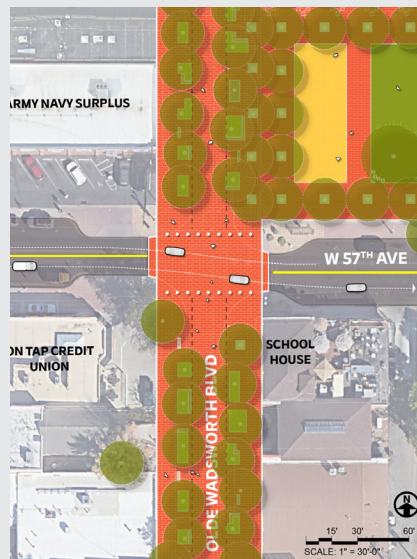


Alternative 2: Flush Curb & Bollards

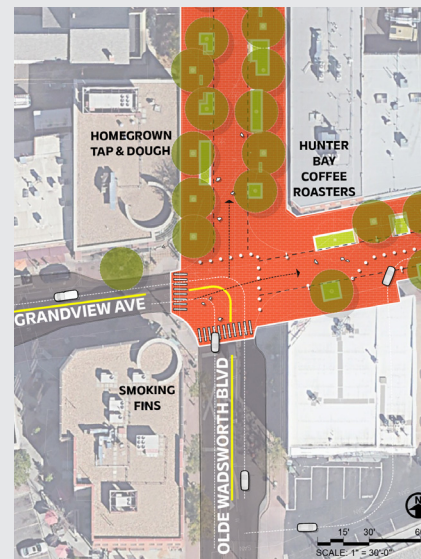
Grant & Olde Wadsworth



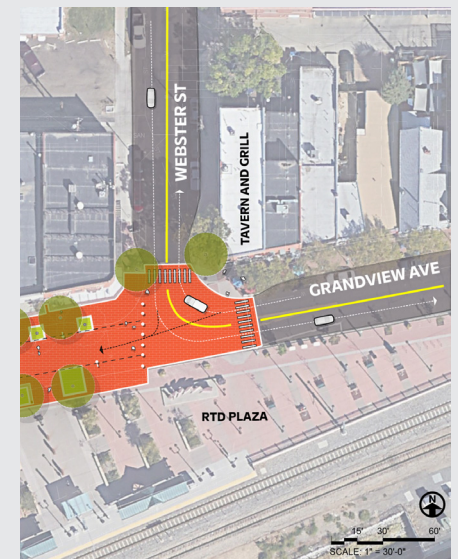
57th & Olde Wadsworth



Grandview & Olde Wadsworth



Grandview & Webster



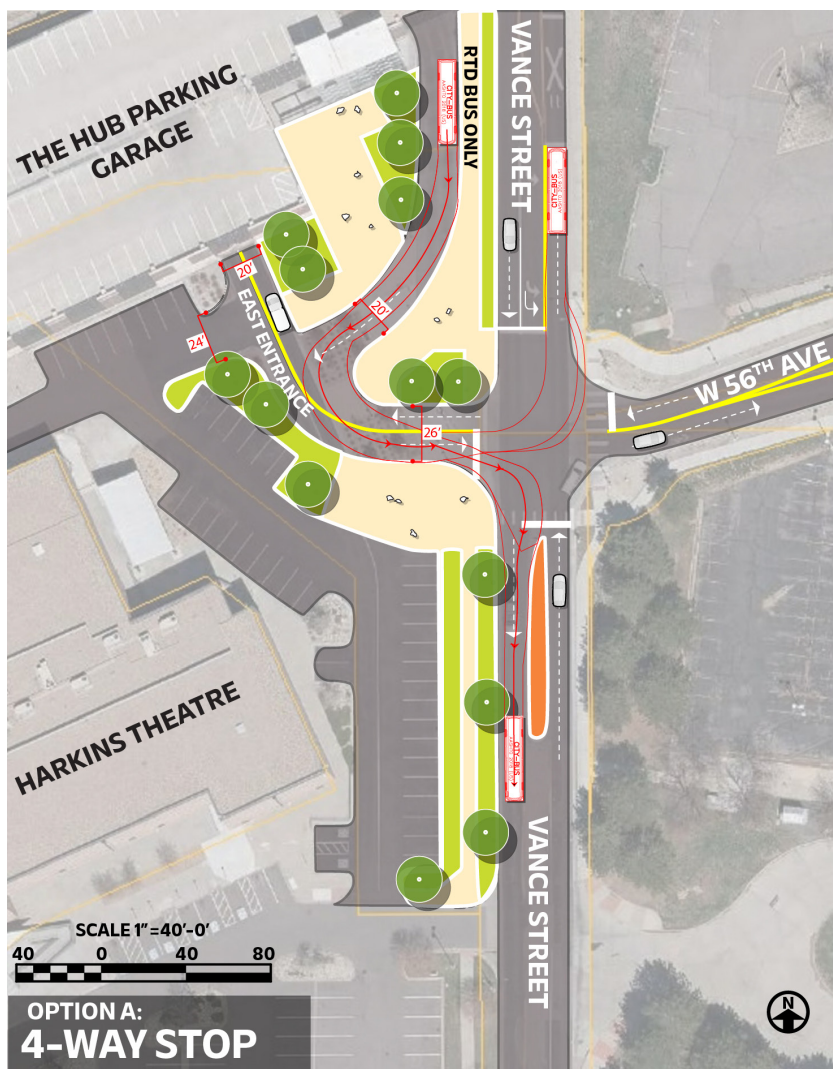
**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*

INTERSECTION IMPROVEMENTS

The intersection improvement diagrams below show two design alternatives for accessing the Hub parking garage at W. 56th Ave. and Vance St. Scenario A shows the potential of a 4-way stop intersection. Scenario B shows the potential of a roundabout approach. For this particular intersection, additional study should be conducted and in collaboration with RTD.

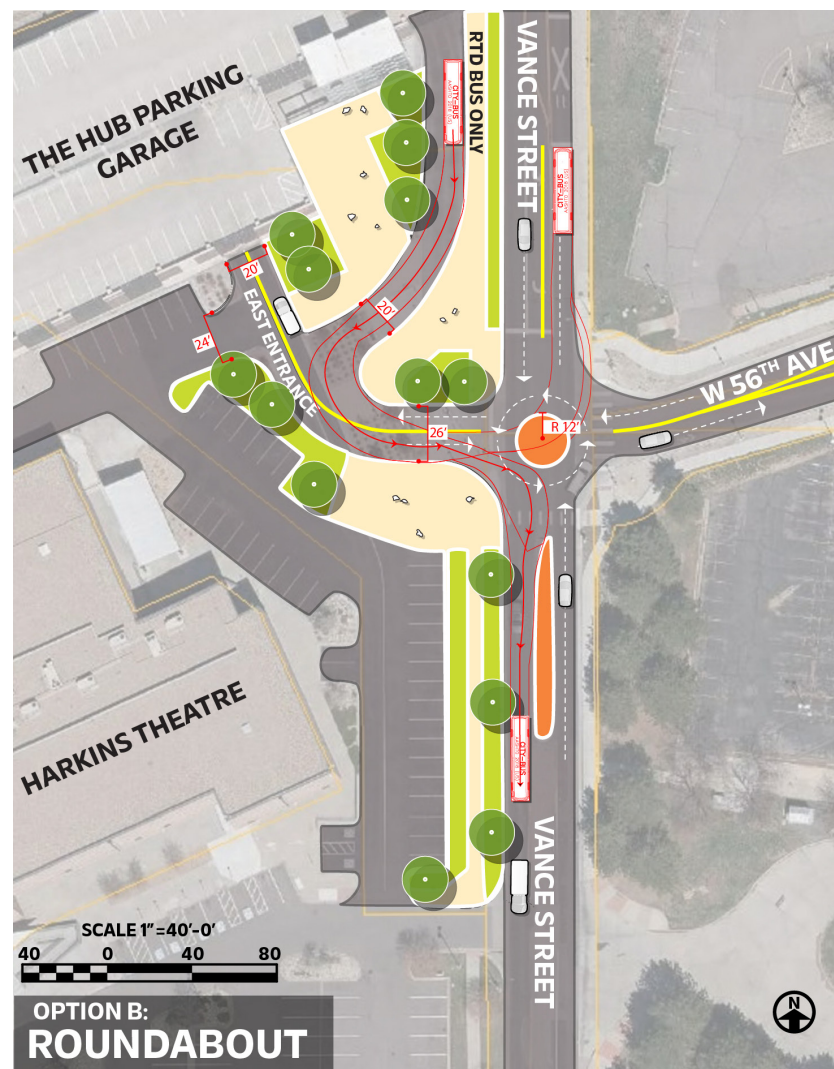
Alternative A: 4-Way Stop

Vance and 56th



Alternative B: Roundabout

Vance and 56th



**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*

PEDESTRIAN PRIORITY STREET DESIGN

OLDE WADSWORTH BOULEVARD

Olde Wadsworth Boulevard is designed as a fully pedestrianized street with a central emergency access way. From building face to building face, the street is curbsless to accommodate ease of access for accessible individuals. Additional seating is provided to create opportunities for visitors to stay and linger. Cafe zones are delineated to support businesses facing the street.



Olde Wadsworth Boulevard

Looking North from Grandview Avenue

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*

12 FEET	8 FEET	20 - 36 FEET	8 FEET	12 FEET
Cafe Zone	Planting & Seating	Clear Zone/ Emergency Access	Planting & Seating	Cafe Zone

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*



Olde Wadsworth Blvd evening scene showing overhead lighting features. Lighting provides an additional safety measure and ambiance for pedestrians during later hours.

Olde Wadsworth Boulevard

Viewing North from W 57th Ave

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The proposed design provides a seamless transition between Olde Wadsworth Boulevard and Olde Town Square.

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Olde Town Square

Jefferson County
Public Library

West 57th Ave.

Olde Wadsworth Blvd.

This overhead view showcases the overall street design concept for Olde Wadsworth Blvd in relation to the existing buildings and interface with Olde Town Square.

PEDESTRIAN PRIORITY STREET DESIGN

GRANDVIEW AVENUE

Two street designs were developed to compare scenarios accommodating vehicular access vs. a fully pedestrianized street. A full operations plan should be conducted with future design and construction project to determine final preferred condition.

Alternative 1

Fully Pedestrianized Street

PROS

- Fully pedestrianized zone from building face to building face
- Unobstructed pedestrian access from RTD Plaza to north side of Grandview
- Equal outdoor dining/seating areas on both sides of street
- Additional planting areas on south side of street
- Consistent design with Olde Wadsworth
- Opportunity for additional programming/play elements in street

CONS

- Forces vehicle traffic to other streets
- No delivery or expanded drop-off access on Grandview at RTD Plaza
- Emergency access to RTD Plaza requires removal of bollards/barricades
- Requires accommodating bank drive-thru access on street

Alternative 2

One-way Vehicular Access

PROS

- Additional delivery and RTD drop off zones
- Available parallel parking spaces/ADA spaces
- Easy emergency access to RTD Plaza
- Improved circulation to the Hub parking garage east entrance
- Improved traffic circulation through Olde Town
- Additional row of street trees to mitigate summer heat

CONS

- Presence of cars and thru traffic flow
- Expanded outdoor dining and seating only on north side of Grandview

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*



Grandview Avenue shown as a fully pedestrianized street with limited vehicle access to the 1st National Bank of Arvada. A curbless design with retractable bollards will prevent vehicular access on pedestrian only areas.

Alternative 2

Grandview Ave & Olde Wadsworth Ave

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*



Grandview shown with one-way vehicle traffic and an expanded north side pedestrian zone for retail, restaurant seating and expanded landscape and public seating areas.

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EXISTING CONDITIONS	12 FEET	8 FEET	20 - 36 FEET	8 FEET	12 FEET
RTD Plaza	Cafe Zone/ Seating	Planting & Seating	Clear Zone/ Emergency Access	Planting & Seating	Cafe Zone

Alternative 2

Looking West from Webster St

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*



EXISTING CONDITIONS	9 FEET	11 FEET	10 FEET	8 FEET	12 FEET
RTD Plaza	Parking & Drop-off	One-way Vehicle Traffic	Planting & Seating	Sidewalk	Cafe Zone

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*



This alternative mirrors the street design for Olde Wadsworth Blvd and complements overall designs for the district as a whole.

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Grandview Avenue's expanded north pedestrian zone includes bicycle parking, seating, planting areas, and expanded outdoor dining areas.

Alternative 1

Looking West on Grandview Ave

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*



Alternative 1 provides a wide central pedestrian zone with space for play features, additional seating and daily activations.

Alternative 2

Looking North from RTD Plaza

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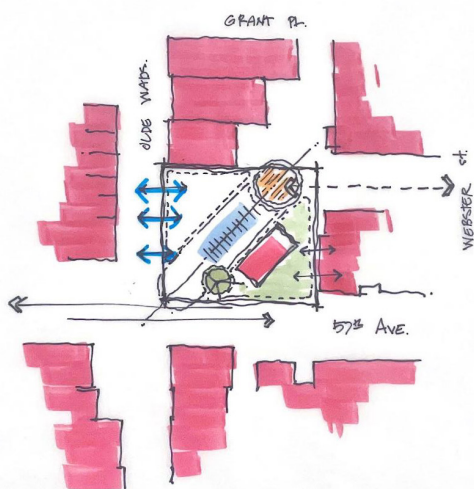


Alternative 2 accommodates delivery and drop off zones for the RTD transit station, and provides additional accessible parking spaces for businesses along Grandview.

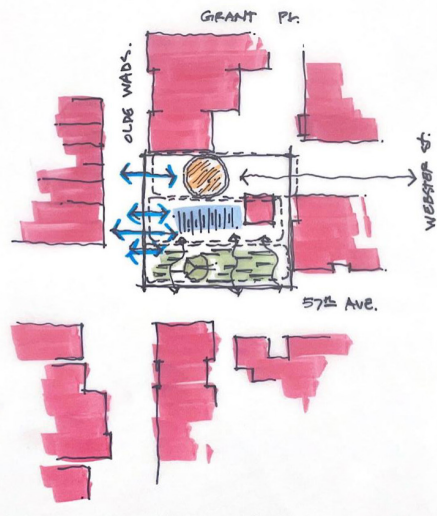
OLDE TOWN SQUARE

Below are sketches and diagrams that showcase the design process, which has been divided into three distinct themes. These themes re-imagine Olde Town Square as a plaza, park, and square, respectively. The next page shows the final design concept that took into account the city and community's feedback.

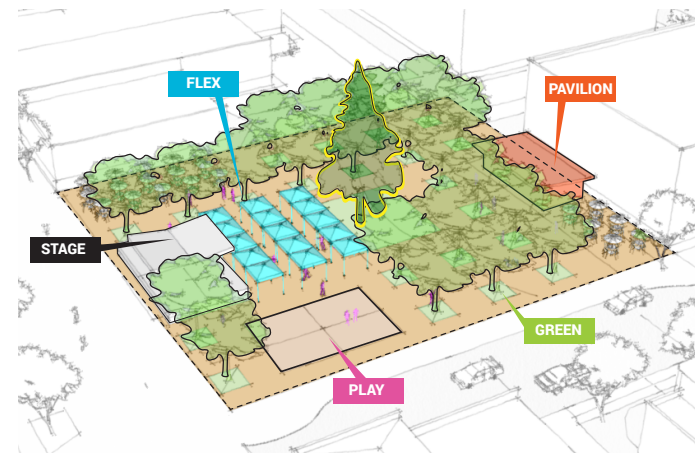
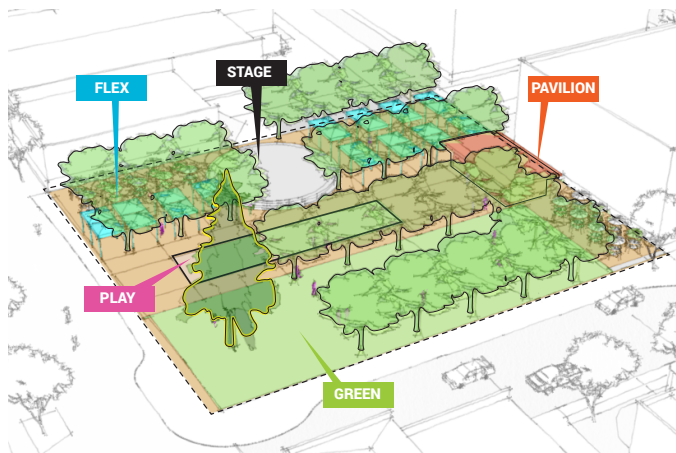
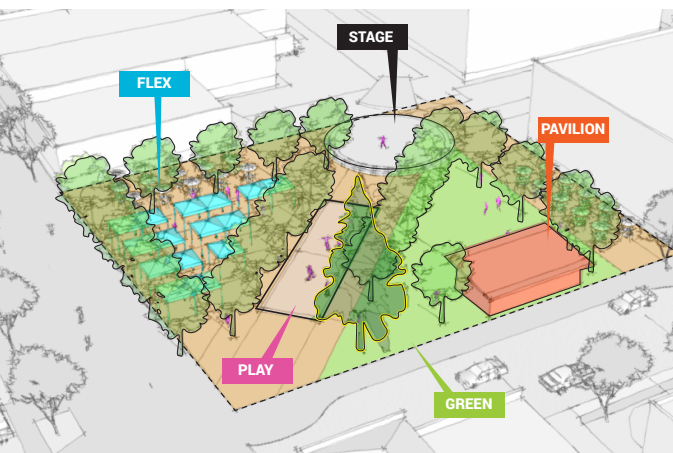
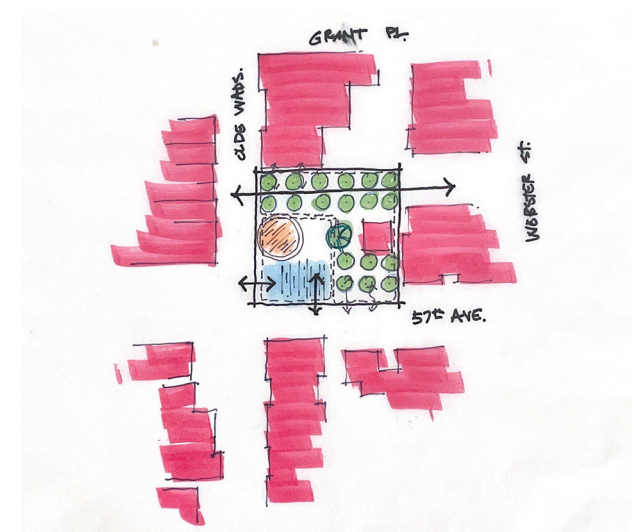
PLAZA



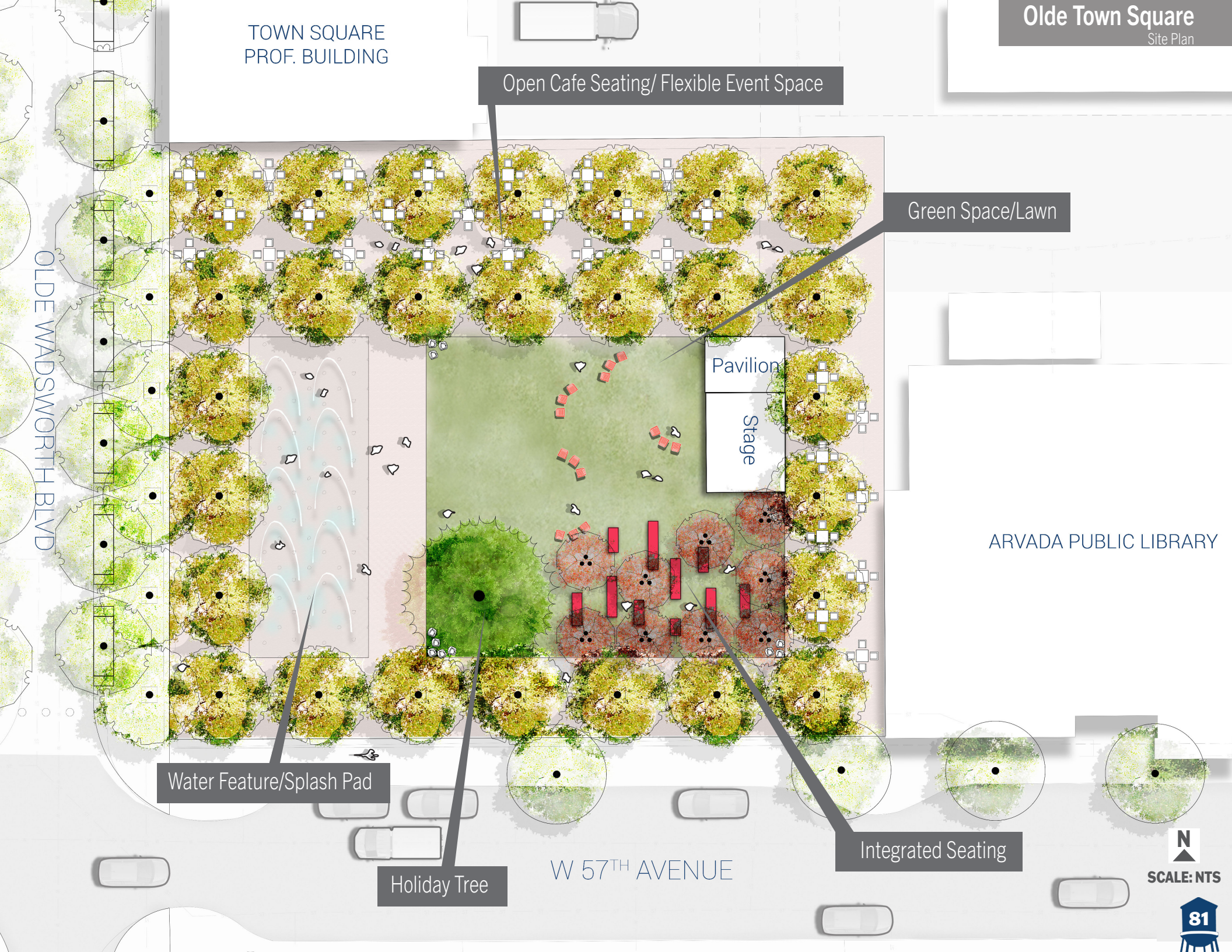
PARK



TOWN SQUARE



81





Water Feature/Splash Pad

Holiday Tree

Integrated Seating

Open Cafe Seating/ Flexible Event Space

Green Space/Lawn

PUBLIC LIBRARY

PERFERRED DESIGN ELEMENTS

MATERIALS, FURNISHINGS & LIGHTING

During the engagement process to determine the preferred “look and feel” of Olde Town Arvada, the public provided feedback on various materials, furnishings, and lighting options.

The survey results indicated a preference for warmer tones with dark accents for paving and hardscapes, modern wood with metal accents for benches, bollards, bicycle racks, and trash receptacles, and a traditional aesthetic with historic influence for overall lighting.

PREFERRED PAVING

Warmer Colored Pavers with Dark Accents



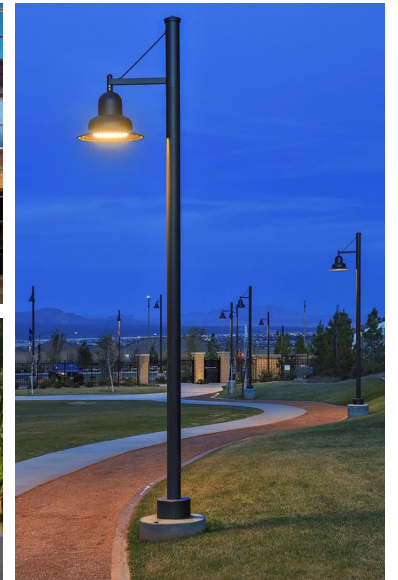
PREFERRED FURNISHINGS

Modern Furnishings in Wood with Metal Accents



PREFERRED LIGHTING

Traditional Lighting with Historic Influence





IMPLEMENTATION

IMPLEMENTATION

INTRODUCTION

This chapter provides a framework for the City to implement recommended improvements for the Strategic Reinvestment Plan. This plan should be implemented using a variety of funding sources and partnerships. The goal for full implementation is desired within seven years (**by 2030**) but many improvements can be realized in a shorter timeframe. The implementation matrix in this chapter should be used to track progress over-time. It is organized in three sections:

- **Short-Term Projects (2024-2026)** - these projects take less financial resources and are more geared toward design of larger projects, activation, wayfinding, and marketing programs to enhance the experience of Olde Town. These should have immediate focus of resources and should include projects that can be accomplished within 2-3 years.
- **Medium-Term Projects (2027-2030)** - these projects will take longer to implement and include the construction of major streetscape elements, Olde Town Square, and secondary phases of bicycle facilities and alleys. Design work should begin as soon as funds are available with the goal of accomplishing build-out within 4-7 years.
- **Ongoing Projects and Programs (2024-2030)** - these projects require ongoing support and/or should be completed as resources and funding become available.

The matrix and timelines suggested are guidelines for the city to assemble and prioritize resources. Items are subject to change at the city's discretion and dependent on funding and resources availability.

LOCAL FUNDING SOURCES

Below is a list of potential funding sources and key partners to realize the Strategic Reinvestment Plan. Each funding source includes potential items that each could pay for, however it will be up to the city to determine and arrange the best “capital stack” to fund certain elements.

CAPITAL IMPROVEMENT PROJECTS (CIP) FUND

CIP funds are transferred from the city's General Fund and are used to pay for capital projects like street improvements, traffic control, and parks projects. The next biennial budget cycle is for 2025-26 and budget requests will be received in 2024, which is ideal for many elements of this project.

Consider using CIP funds to pay for:

- Pedestrian-priority streets (Olde Wadsworth & Grandview) - see S-4 and M-1
- Other streetscape improvements (“C” and “D” streets) in Olde Town - see S-5 and M-3
- Intersection bulb-outs - see M-5
- Reconfiguring/improving access to The Hub parking - see S-2
- Bike facilities - see S-8, S-11, and M-6
- Mobility hub/mobility improvements - see S-3
- ADA parking
- Olde Town Square redesign - see S-6, and M-2

VOTER-APPROVED BOND INITIATIVE

General obligation bonds may be considered for large capital projects with voter approval. These are typically introduced as a “package” of projects that the city wishes to implement sooner than later when full funding cannot otherwise be secured through other means. A bond issue might be appropriate for the more expensive projects in this plan, like:

- Pedestrian-priority streets (Olde Wadsworth & Grandview) - see S-4 and M-1
- Olde Town Square redesign - see S-6, and M-2

ARVADA URBAN RENEWAL AUTHORITY (AURA)

AURA has historically been a key partner in redevelopment and public improvement projects. AURA uses tax increment financing (TIF) to help pay for various improvements within identified URA boundaries. The Olde Town Station Urban Renewal Area includes portions of Ralston Road, Yukon Street, areas east of Upham Street, and south of Grandview Ave. Projects within this URA that may be considered for TIF funding include:

- Yukon, Olde Wadsworth (south of Grandview), Vance Street (south of Grandview), Upham Street, and Ralston Road streetscape improvements - see S-5 and M-3
- Improvements to accessing The Hub - see S-2
- Redeveloping Historic Assets - see O-3

OLDE TOWN BUSINESS IMPROVEMENT DISTRICT (BID)

The local BID should be a key partner in implementing the Strategic Reinvestment Plan. In the short-term, the BID should continue to assist with marketing and business communications within the study area as well as advancing initiatives to improve the overall experience of Olde Town and the street closure and expanded pedestrian and cafe zones. In the long-term the BID should consider increasing the mill levy to assist with funding and long-term maintenance of improvements. Key projects that may be considered for the BID include:

- Creation of an Entertainment District - see S-1
- Cafe seating guidelines - see S-4
- Alley upgrades - see S-7 and M-7
- Wayfinding and District Branding - see S-9
- RTD Plaza Activation - see S-10
- Pedestrian Priority Zone (potential to fund enhanced streetscape elements) - see M-1
- Marketing and Special Events - see O-1
- Activation strategies - see O-2
- Long-Term Operations and Maintenance - see O-7

STATE, REGIONAL, & FEDERAL FUNDING SOURCES

Grants are a great way to help fund public improvements. They can fully or partially-fund (often times with a required match) specific projects depending on certain criteria requirements. The city should actively seek grants as a significant means to implementation for the Strategic Reinvestment Plan. Potential grants are listed below and others should be explored, as they become available.

COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)

CDOT has multiple grant opportunities to consider:

- The **Revitalizing Main Streets** program was initiated through federal monies from the Covid-19 Recovery Plan with additional funds allocated from the state in 2021 to fund infrastructure projects in the state over the next 10 years. The Olde Town Reinvestment Plan is an excellent candidate, as it meets many of the requirements such as: encouraging active transportation, supporting economic development, innovative connection and use of public spaces, supports safe access for all modes of travel and age groups.
- The **Transportation Alternatives Program** has similar goals and guidelines as Revitalizing Main Streets and uses federal funds from the Infrastructure Investment and Jobs Act (IIJA).
- **Safe Routes to Schools (SRTS)** is a program that may be applicable to implement pedestrian and bicycling improvements in Olde Town, given the proximity to St. Anne School.
- **The Railway Highway Crossing Program** (Section 130) also includes funds from the IIJA and has annual funds available for improving safety at railway and highway crossings.

Projects that may be considered using CDOT funds include:

- Pedestrian-priority streets (Olde Wadsworth & Grandview) - see S-4 and M-1
- Other streetscape improvements (“C” and “D” streets) in Olde Town - see S-5 and M-3
- Reconfiguring/improving access to The Hub parking - see S-2
- Bike facilities - see S-8, S-11, and M-6
- Mobility hub/mobility improvements - see S-3
- Olde Town Square redesign - see S-6, and M-2
- Gateway design (Wadsworth Bypass and Ralston Road) - see M-5

DEPARTMENT OF LOCAL AFFAIRS (DOLA)

DOLA is a state entity that may have grant opportunities. In particular, the **Community Development Block Grant (CDBG)** funds are administered through DOLA and may be considered. CDBG funds must be used for activities that either benefit low- and moderate-income persons or prevent or eliminate slums or blight. Funds may be used for infrastructure projects like upgrading utilities, commercial streetscapes, community centers, food banks, shelters, health clinics, etc. Other grants from DOLA may be offered as well and the city should check in regularly for opportunities. CDBG funds may be considered for:

- Pedestrian-priority streets (Olde Wadsworth & Grandview) - see S-4 and M-1
- Other streetscape improvements (“C” and “D” streets) in Olde Town - see S-5 and M-3
- Addressing services for low-income and people experiencing homelessness.

DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG)

DRCOG may have funding opportunities through the **Transportation Improvement Program (TIP)** to consider including:

- Multimodal Transportation Options Fund (MMOF)
- Congestion Mitigation/Air Quality (CMAQ)
- Surface Transportation Block Grant (STBG)
- Transportation Alternatives (TA)

OTHER FUNDING SOURCES

- **Historic Tax Credits** - Olde Town is a local historic district and therefore tax credits (20-35% credits) are available for rehabilitation of historic buildings.
- **Safe Streets & Roads for All (SS4A) Federal Grant** - grants available for planning and demonstration as well as implementation.
- **Funding Advancements for Surface Transportation and Economic Recovery Act of 2009 (FASTER)** - grants available for improving roadway safety and supporting and expanding transit.
- **Great Outdoors Colorado (GOCO)** - grants available for outdoor recreation, land conservation, and stewardship projects.
- **People for Bikes** - grants available for projects that support bicycle infrastructure and targeted initiatives that make it easier and safer for people of all ages and abilities to ride.

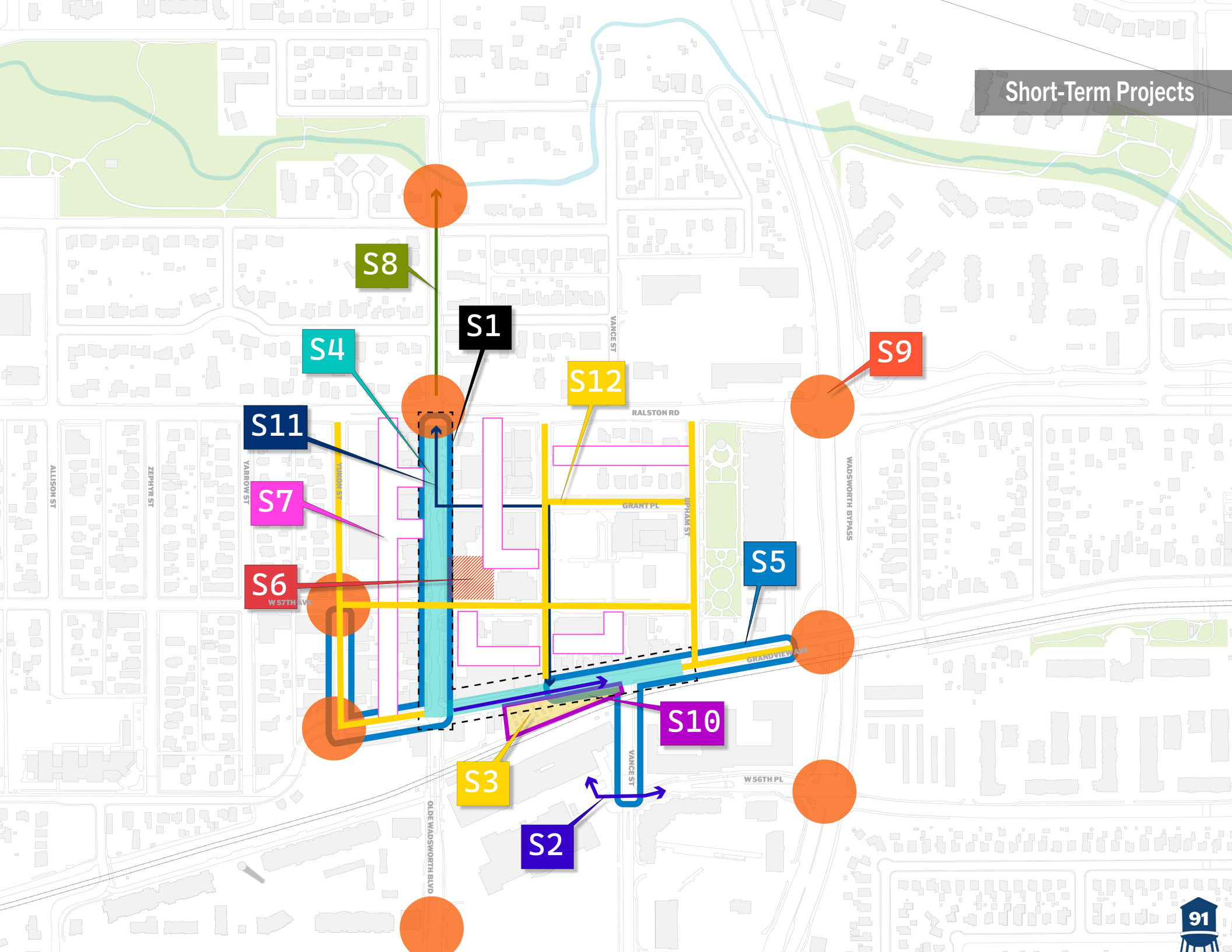


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SHORT-TERM PROJECTS (2024-2026)

#	PROJECT DESCRIPTION (in order of priority/feasibility):	RESPONSIBILITY:	PLAN REFERENCE:
S-1	Entertainment District - implement Olde Town Entertainment District with common consumption area(s).	BID	V9
S-2	Improve Access and Wayfinding to The Hub Parking - implement recommended circulation improvements to better access The Hub including reconfiguring the intersection of 56th & Vance in addition to planned roundabout at W. 55th and Olde Wadsworth at current theater entrance. Install wayfinding to clearly direct users to the parking structure and continue to improve education about the free parking service.	City/AURA/RTD	C2, C3
S-3	Mobility Hub - install mobility hub on Grandview at RTD Plaza for shared micromobility, rideshare, drop off/pick up, etc. to encourage transit use. Utilize future wayfinding signage to prioritize walking, biking, micromobility, and transit use.	City/RTD	R7
S-4	Pedestrian Priority Zone 100% Design, Funding & Guidelines - complete 100% design and identify funding for Olde Wadsworth and Grandview Ave. as recommended in this plan. Establish cafe seating design guidelines for future cafe seating areas.	City/BID	V7, C6
S-5	Upgrades to “C” and “D” Streets (Phase 1) - design and build streetscape improvements as funding becomes available and as streetscape projects coincide with other necessary street improvements. First priority streets include: Grandview Avenue (Webster to bridge and Olde Wadsworth to Yukon); Yukon Street (Grandview to W. 57th Ave.), W. 57th Avenue, and Olde Wadsworth Blvd. and Vance Street (Grandview to The Hub).	City/AURA	V4
S-6	Olde Town Square 100% Design - complete 100% design and identify funding for Olde Town Square to activate the edges and create a more dynamic, adaptable space for community events and replace aging splash pad with new, more versatile system that will reduce maintenance and allow for flexible winter uses.	City	V1, V2
S-7	Alley Upgrades (Phase 1) - initiate program to consolidate waste/recycling/grease trap areas and management companies to streamline amount of traffic in alleys and help with keeping alleys clean and safe.	City/BID	R13
S-8	Bike Connection to Ralston Creek - extend bike lane along Olde Wadsworth Blvd. from Ralston Creek Trail to Ralston Road and include safety enhancements to the intersection of Olde Wadsworth and Ralston Road for pedestrians and cyclists.	City	C1
S-9	Wayfinding and District Branding - create distinct wayfinding and district branding throughout Olde Town that tells people they are in a special place and clearly directs people to key locations.	City/BID	D3, C4, C8, R6
S-10	RTD Plaza Activation - invest in year-round programming and daily-use elements.	City/BID/RTD	V3
S-11	Bike Connections (Phase 1) - plan and design appropriate bicycle facilities with the first priority on north-south connections to the transit plaza/station (Olde Wadsworth from Ralston to Grant; Grant to Webster; and Webster south to transit plaza).	City	R5
S-12	Implement paid parking in Olde Town - in order to align with City TDM strategies, encourage on-street parking turnover and expand availability of spaces, implement paid, metered parking on Olde Town streets.	City	V6

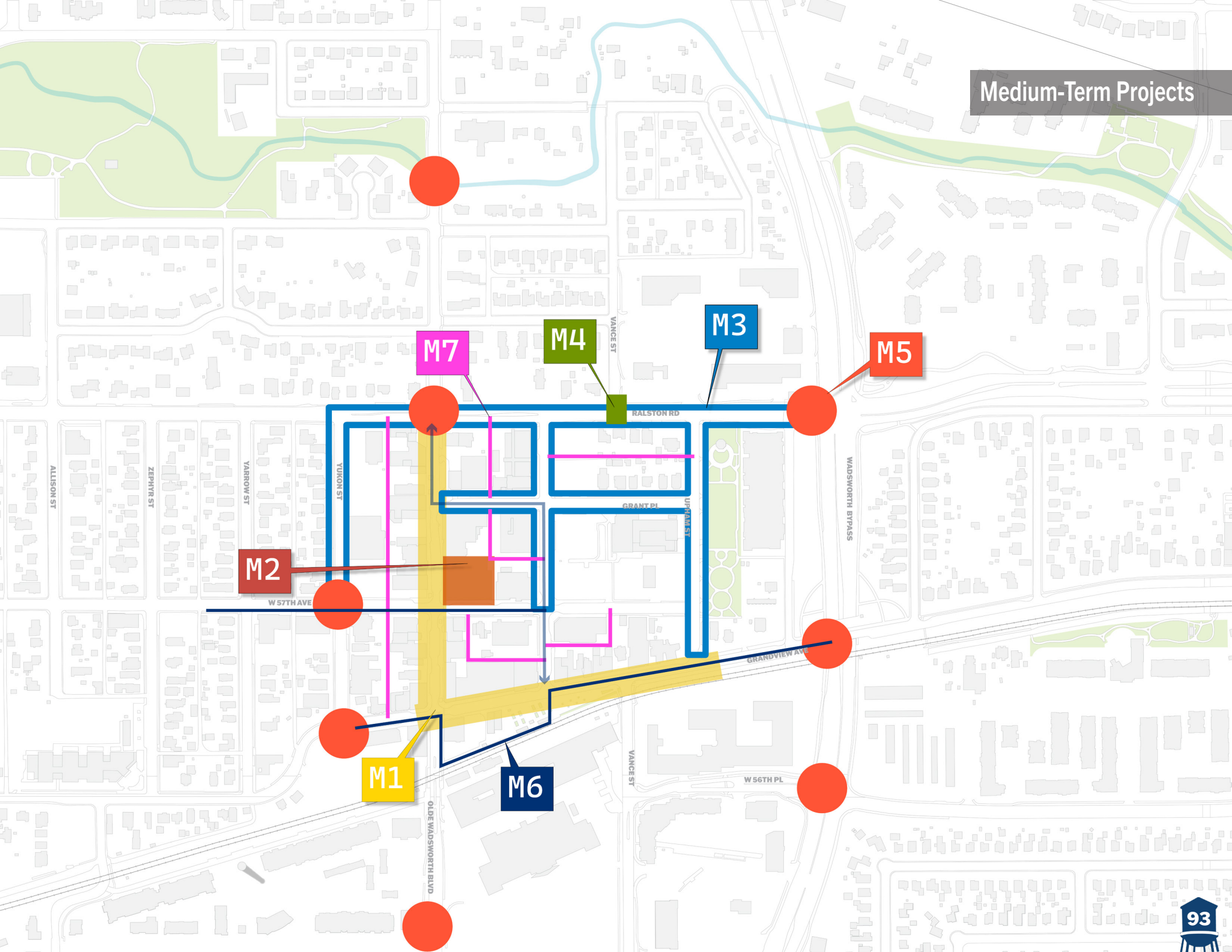
Short-Term Projects



MEDIUM-TERM PROJECTS (2027-2030)

#	PROJECT DESCRIPTION (in order of priority/feasibility):	RESPONSIBILITY:	PLAN REFERENCE:
M-1	Pedestrian Priority Zone Construction - complete construction of Olde Wadsworth and Grandview Ave. Consider appropriate phasing strategy during full design and ensure a construction mitigation plan for businesses is in place and businesses are supported during construction.	City/BID	C6
M-2	Olde Town Square Construction - complete construction of Olde Town Square, ideally coinciding with Olde Wadsworth Blvd. construction of same block so businesses are not disrupted twice.	City	V1, V2
M-3	Upgrades to “C” and “D” Streets (Second Priority) - design and build streetscape improvements as funding becomes available and as streetscape projects coincide with other necessary street improvements. Second priority streets include: Webster (Ralston to Olde Wads); Grant Place; Yukon (W. 57th to Ralston Road); Ralston Road; and Upham Street.	City	V4
M-4	Ralston Road Pedestrian Crossing - study the potential for an additional pedestrian crossing of Ralston Road between Olde Wadsworth Blvd. and Wadsworth Bypass.	City	C5
M-5	Gateways and Intersections - implement distinct gateways and intersections throughout Olde Town as recommended in this plan.	City/AURA	C7
M-6	Bike Connections (Phase 2) - continue to implement recommended bike connections through Olde Town and upgrade facilities from bike routes to bike lanes or protected bike lanes where feasible.	City	R4, R5
M-7	Alley Upgrades (Phase 2) - reconstruct Olde Town alleys to upgrade safety, visibility and cleanliness through new pavement and undergrounding/upgrading utilities.	City/BID	R13

Medium-Term Projects



ONGOING PROGRAMS & PROJECTS (2024-2030)

#	PROGRAM DESCRIPTION (in no particular order):	RESPONSIBILITY:	PLAN REFERENCE:
0-1	Marketing and Special Events - continue to market Olde Town as a dining and retail establishment and host consistent special events that bring people to Olde Town. Market Olde Town as a distinct historic district along the Front Range.	BID	V8, D2
0-2	Redevelopment and Activation - minimize impediments and encourage infill development, adaptive reuse, and redevelopment of opportunity sites to provide additional activation of Olde Town. Incentivize the redesign and activation of building edges that face public spaces to prioritize retail or cafe zones.	City/BID/AURA	V5, D5
0-3	Redevelop Historic Assets - incentivize and fund the redevelopment/adaptive reuse of historic assets such as the Flour Mill and Tabernacle.	AURA/Private	D1
0-4	Maintain Historic Character - ensure that future streetscape designs and redevelopment respect the historic character of Olde Town. Update Olde Town Design Guidelines as needed.	City	D2, D4
0-5	Street Tree and Native Planting Program - create an education campaign and funding for property and business owners to take care of existing street trees to ensure long-term health. Update approved street tree and street planter species list to specify trees and plants that are adaptable to ultra-urban conditions and reduce water use. Install streetside stormwater planters where applicable.	City	R1, R2, R3, R9
0-6	Green Infrastructure - study the need for green infrastructure and stormwater management facilities as part of future streetscape improvements.	City	R8
0-7	Long-Term Operations and Maintenance - prioritize the use of high-quality, durable materials in all streetscape and public space improvements to ensure longevity and ease of maintenance/replacement. design pedestrian-priority streets to allow easy access for maintenance and emergency vehicles. Invest in small-scale, urban maintenance vehicles and techniques to manage regular maintenance and cleaning in an urban condition.	City/BID	R10, R11, R12

7

APPENDIX

TABLE OF APPENDIX

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PEDESTRIAN STREETS

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LAND USE & DEVELOPMENT

PREVIOUS PLAN REVIEW

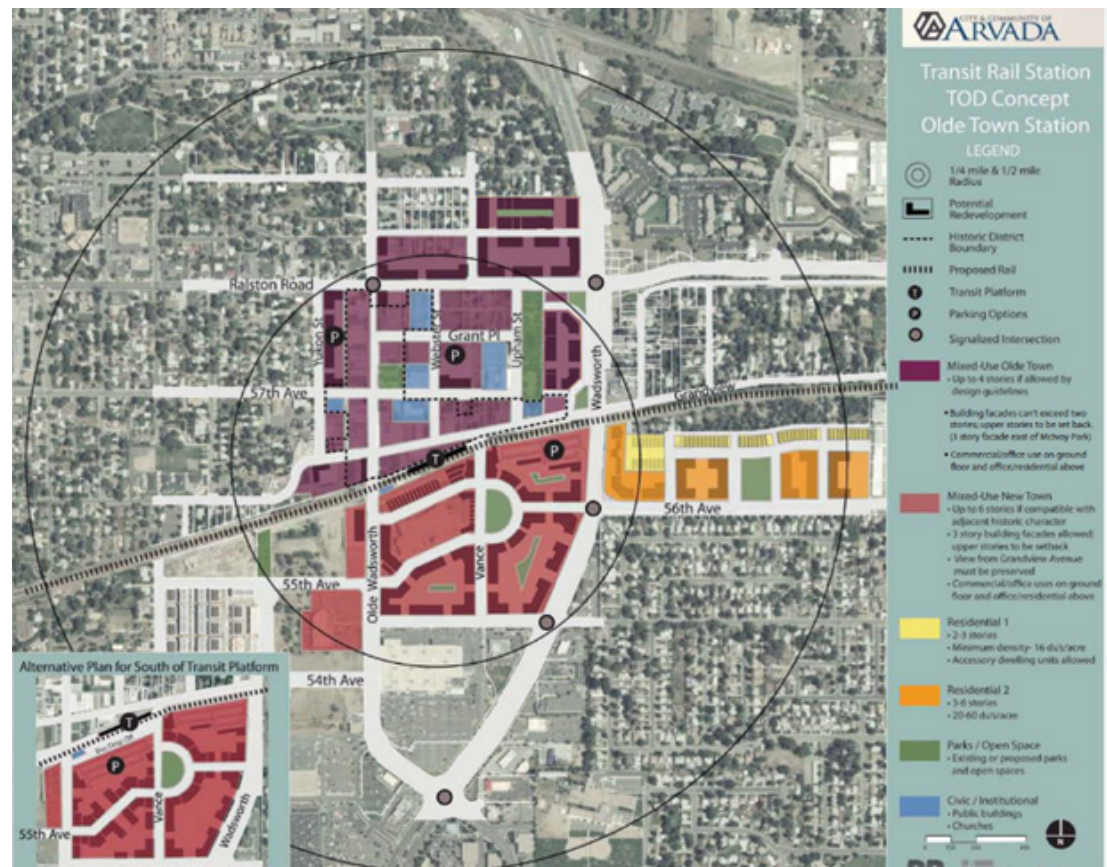
ARVADA TRANSIT STATION MASTER PLAN | 2007

This document provides a vision, goals, transit-oriented development (TOD) concepts, and circulation plans for the three G-Line stations in Arvada. Olde Town Station concept includes Olde Town (north of tracks) and New Town (south of tracks.) Goals for Olde Town included:

1. Providing a variety of employment, retail, and housing within walking distance of the transit station.
2. Providing parking to serve both the transit station and the Olde Town businesses and residents.
3. Preserving the historic fabric and scale of Olde Wadsworth and Grandview Avenue.
4. Providing an opportunity for more intensive uses developed in the character of Olde Town.
5. Providing pedestrian connections between the historic Olde Town and the “new town” south of the tracks, keeping the historic character and scale of the connections.
6. Creating bicycle and pedestrian linkages between the station and the Ralston Creek Regional Trail system, located north of the station.
7. Developing a unique character that supports the look and feel of Olde Town for Transit and capital improvements.

The TOD concept envisions redevelopment

potential along Yukon and Ralston Road as well as across from McIlvoy Park (redeveloped into Park Place Olde Town) in Olde Town as well as redevelopment in “New Town” south of the railroad tracks that would include 3-6 story buildings with a 3-story street wall and step backs on upper floors to reduce the scale. Preserving views from Grandview should be a priority, regardless of building height.



LAND USE & DEVELOPMENT

PREVIOUS PLAN REVIEW

URBAN RENEWAL PLAN | 2009

An urban renewal area (URA) was established for areas surrounding the historic district and Olde Town Station in 2009. This document establishes what an urban renewal area is, what activities it can engage in (demolition, public improvements, acquisitions, owner agreements, renewal and rehabilitation, property management, relocation assistance and payment, etc.) and what tax increment financing (TIF) can be used to fund.

Arvada Urban Renewal Authority (AURA) is a key stakeholder and continues to advance the vision for the URA (boundary below.) Current and recent redevelopment within the boundary includes:

- Park Place Olde Town (completed – adjacent to McIlvoy Park)
- Solana Olde Town Station (completed – east side of Wadsworth along W. 56th Ave.)
- Trolley Park (on hold – Saulsbury Street and Grandview Ave.)
- The Russell, Residence Inn by Marriott and Shops at Olde Town Station (under construction – south of station along Wadsworth Blvd.)
- Tabernacle Church Building (under construction renovation to retail use – Yukon Street and 57th Ave.)

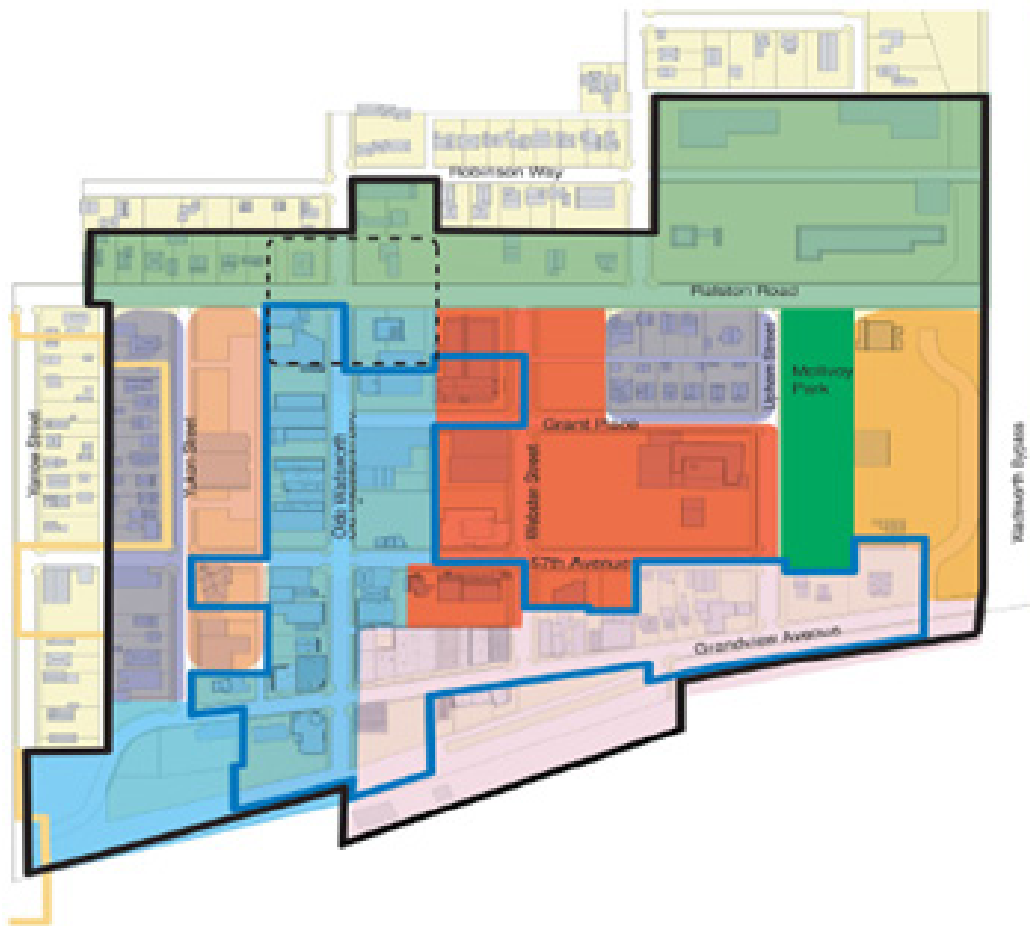


LAND USE & DEVELOPMENT

PREVIOUS PLAN REVIEW

OLDE TOWN DESIGN GUIDELINES | 2012

Design Guidelines for Olde Town apply to all projects considered “land use activity” as defined in the land use code. Generally, the guidelines are written to apply to seven character areas within the boundary shown below. Guidelines are provided for preservation of an existing building, new construction, and signs. The guidelines are intended to assist with maintaining the historic character and scale of Olde Town while allowing new investment.



LEGEND

- OT-W - OLDE TOWN WEBSTER
- OT-E - OLDE TOWN EAST
- OT-EY - OLDE TOWN EAST YUKON
- OT-GV - OLDE TOWN GRANDVIEW
- OT-OW - OLDE TOWN OLDE WADSWORTH
- OT-RN - OLDE TOWN RESIDENTIAL NEIGHBORHOOD
- OT-RR - OLDE TOWN RALSTON ROAD
- ARVADA DOWNTOWN HISTORIC DISTRICT
- OLDE TOWN ZONING DISTRICT
- RENO PARK HISTORIC DISTRICT
- GATEWAY AREA

LAND USE & DEVELOPMENT

PREVIOUS PLAN REVIEW

LAND DEVELOPMENT CODE

The zoning for Olde Town generally follows the character areas listed in the Design Guidelines. General characteristics and standards are described below.

OT-E – Olde Town East – allows the most height, up to 5-stories and the most building types.

OT-EY – Olde Town East Yukon – allows up to 3-stories and the majority of building types.

OT-GV – Olde Town Grandview – allows up to 2-stories and either mixed use, single family/duplex, or civic buildings.

OT-OW – Olde Town Old Wadsworth – allows up to 3-stories and all building types but apartment, townhouse and multiplex building types.

OT-RN – Olde Town Residential Neighborhood – allows up to 2-stories and allows single family/duplexes, multiplex, and accessory dwelling units.

OT-RR – Olde Town Ralston Road – allows up to 3-stories and all building types except multiplex.

OT-W – Olde Town Webster – allows up to 3-stories and all building types except single family/duplex and accessory dwelling units.

Table 2-1-5-2: Building Types by Sub-District

Key: ■ = Allowed * = Allowed as Provided in Table Note Blank Cell = Not Allowed

Building Type	OT-E	OT-EY	OT-GV	OT-OW	OT-RN	OT-RR	OT-W
Mixed Use	■	■	■	■	*1	■	■
Mixed Use Parking Structure	■	■		■		■	■
Apartment	■	■				■	■
Townhouse	■	■				■	■
Multiplex	■				■		■
Single Family Dwelling or Duplexes	*1		■	■	■	*1	
Detached Accessory Dwelling Unit or Accessory Building	■	■	■	■	■	■	
Civic Building	■	■	■	■		■	■

TABLE NOTES:
 1 This permitted building type designation is intended to only address existing buildings. Existing buildings of this type shall be considered conforming for the purposes of expansion, modification, or alteration in a manner that is consistent with the standards established in Sec. 2-1-5-4, Mixed-Use Lot and Building Form Standards, and the Design Guidelines for Olde Town Arvada. In the event of demolition of an existing building of this type, new development shall be limited to the other building types that are allowed in this sub-district. In the event of damage or destruction of an existing building of this type, the provisions of Chapter 9, Nonconformities, shall apply.

OLDE TOWN ARVADA RETAIL AND VIBRANCY STUDY | 2017

This study was initiated due to merchants noticing a slow transition of ground floor uses changing from retail to office. This became concerning because many felt this change was contributing to a loss of vibrancy. The study looked at existing inventory and lease rates and studied seven peer communities. A workshop with downtown merchants and a survey resulted in defining key issues and opportunities. The study provides a plan for “projects and programs” to address the key issues.

- Update McIlvay Park – celebrate history; upgrade amenities
- Alley enhancements - create new pedestrian areas for exploration and business venues. This may include an alley mural program, overhead decorative lighting, and encouraging music venues and business expansion to the alleys.
- A wayfinding system (pedestrian and motorist focused) – pedestrian wayfinding combined with an expanded historic tour, through either signs, mobile phone apps or other ways.
- A loop route - invite visitors and residents to walk and explore a larger area in Olde Town and New Town.
- Zoning approaches - encourage more ground-floor retail and roof decks.
- Streetscape Improvements – to streetscapes that need repair, including the continued expansion of the new streetlights.
- Pedestrian crossing improvements - where needed.
- Yukon Street Streetscape improvements - a high quality Olde Town pedestrian environment is important with wide sidewalks, street furniture and safe street crossings.
- Methods to improve streetwall continuity - screening and public art elements where there are no buildings.
- A public art program.

LAND USE & DEVELOPMENT

PREVIOUS PLAN REVIEW

ULI TECHNICAL ADVISORY REPORT FOR A VISION FOR NEW TOWN ARVADA

A 2019 study of the “new town” area identified in the 2007 Transit Station Master Plan revisited the vision from 2007 and updated it based on current economic feasibility and market demand, especially given a recent retail study for Wadsworth Boulevard that stated that the retail landscape is changing globally and the fact that the city was concurrently updating their zoning code.

The plan recommended changing the zoning to allow for a mix of uses, amplifying the brand of “New Town”, include higher-density residential uses with a mix of price points, additional hospitality, adding more retail that is entertainment-related, looking at opportunities for office and medical uses, as well as improved public realm spaces.

The city is currently undergoing a sub-area plan for this area.



TRANSPORTATION & PARKING

PREVIOUS PLAN REVIEW

OLDE TOWN ARVADA PARKING AND TRANSPORTATION DEMAND PLAN | 2010

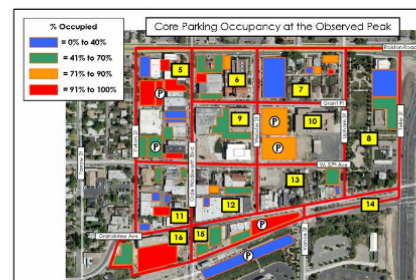
A primary focus in this document is the emphasis on encouraging alternative methods of transportation to and within Olde Town Arvada. These methods include walking, cycling and public transit. In the likely case where an increase in alternative modes of transportation is not enough to mitigate parking deficits, the City also suggests working with private parking owners to create more public space. Additionally, the plan identifies the need for creating a parking structure in the future, primarily because there is not enough surface land available in the area for creating more surface parking. Finally, any new parking will need to include adequate safety measures. This includes sufficient lighting and visibility of the area, as well as emergency alarms and ADA compliance.

Note that the city developed “The Hub” – a 626 parking space parking structure just south of the Olde Town Transit Station following this study.

Parking Occupancy at Observed Peak Weekdays



Core Parking Occupancy at Observed Peak 2010



Parking Occupancy at Observed Peak Weekends



Parking Occupancy at Observed Peak (Weekends)

Webster Lot	98%	57th Ave.	94%
West Lot	100%	Upham St.	82%
Elks Lodge Lot	91%	Webster St.	89%
Grandview Ave.	92%	Grant Pl.	100%
Yukon St.	86%	Olde Wadsworth Blvd.	98%

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TRANSPORTATION & PARKING

PREVIOUS PLAN REVIEW

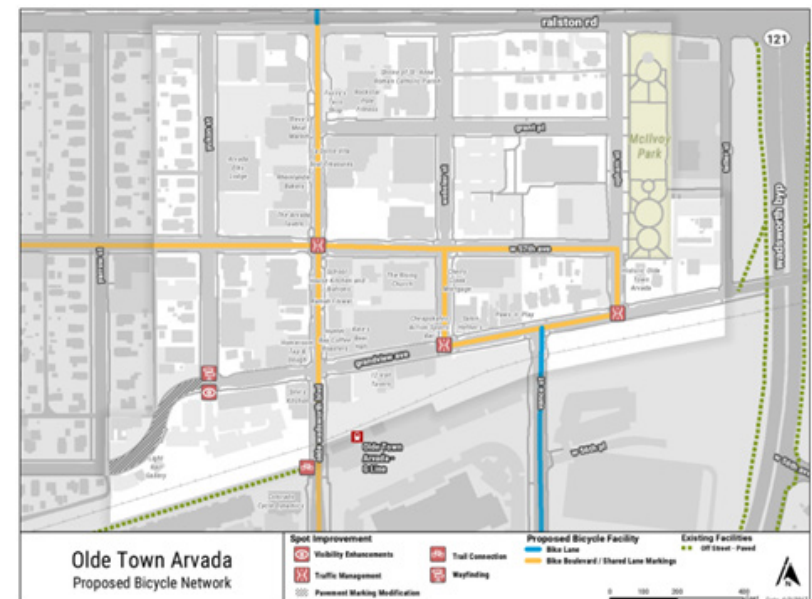
ARVADA BICYCLE MASTER PLAN | 2017

The key takeaway from the Arvada Master Bicycle plan as it relates to Olde Town Arvada, is implementing a safe and low stress bike system through downtown. The City of Arvada wants to serve the interested but concerned rider. This can be done in multiple ways. Adding wayfinding methods and explicit signage for cyclists to better navigate through Olde Town. Minimizing construction impacts specifically on cyclists also significantly lowers stress. Another stress reducer would be separating/delineating bike lanes from pedestrians and traffic. Also mentioned, is the possibility of decreasing the speed limit in Olde Town to 20 mph instead of 25 mph. Additionally, encouraging the use of bicycling as a method of transportation is estimated to alleviate downtown parking shortages.

According to The Bicycle Master Plan, most downtown streets in our project boundaries are level 1 of traffic stress (green), with the exception of Old Wadsworth Boulevard and W 57th Avenue being level 3 (yellow). One thing to note is Old Wadsworth Boulevard is the current location of the Olde Town street closures, which means it is likely a level 1 stress bikeway. Another note for concern is the fact that Ralston Road to the north and Wadsworth Boulevard to the east are both level 4 stress (red).



Figure 3: Levels of Traffic Stress



TRANSPORTATION & PARKING

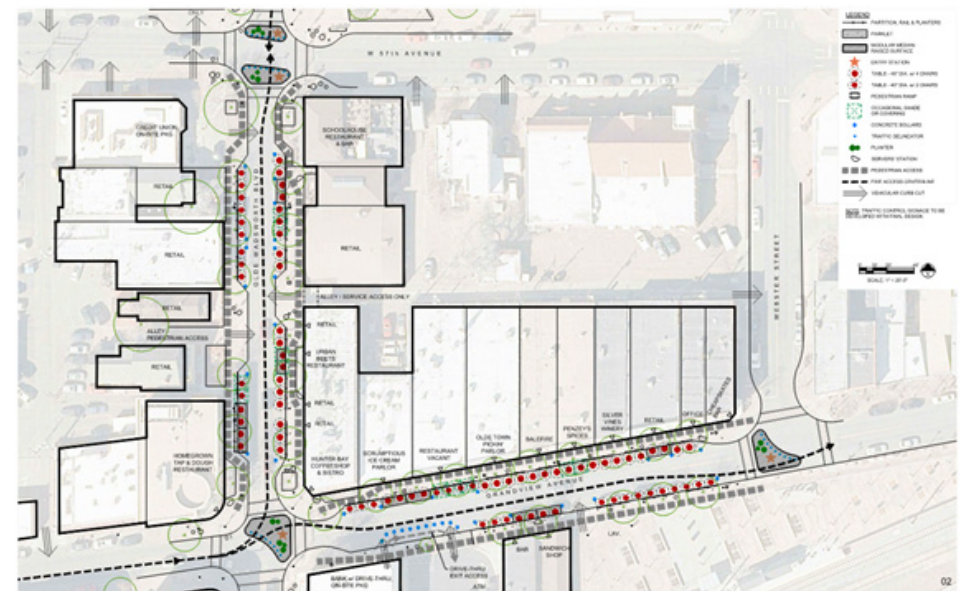
PREVIOUS PLAN REVIEW

CITY OF ARVADA OLDE TOWN STREET CLOSURES | 2021

This document provides visual representation of the current Olde Town street closures. These closures are a result of the 2020 COVID-19 pandemic, taken as a precaution while still providing a way for people and businesses to interact. Now the once temporary street closures are desired to remain permanent. The following images outline everything from planter boxes and tables to emergency and delivery vehicle access. The street closures are contained north-south along Old Wadsworth Boulevard between Grant Place and Grandview Avenue. A small portion of Grandview Avenue is also included in the closure at the south end of Old Wadsworth Boulevard stretching to Webster Street.



01



02

COMMUNITY ENGAGEMENT #1

PROJECT PROCESS & SCHEDULE

ARVADA ON-TAP & SECOND SATURDAY

During the summer of 2022 the project team attended two community events to solicit input from residents and visitors on what they love about Olde Town, what could be improved, and how the semi-permanent pedestrian streets are functioning. The materials for these events explained the project and process, included a visual preference survey of different types of pedestrian streets with differing degrees of accessibility for vehicles, and the option for open-ended feedback about Olde Town. Both events were very well-attended, and the project team had conversations and interactions with over 300 people. The visual materials at these events also included QR code links to the corresponding online survey hosted on the City's SpeakUp Arvada! digital engagement platform. These in-person events yielded an overwhelmingly positive response to both the current pedestrianized streets within Olde Town as well as a strong preference from attendees for making these streets permanent pedestrian-only zones



ARVADA ON TAP

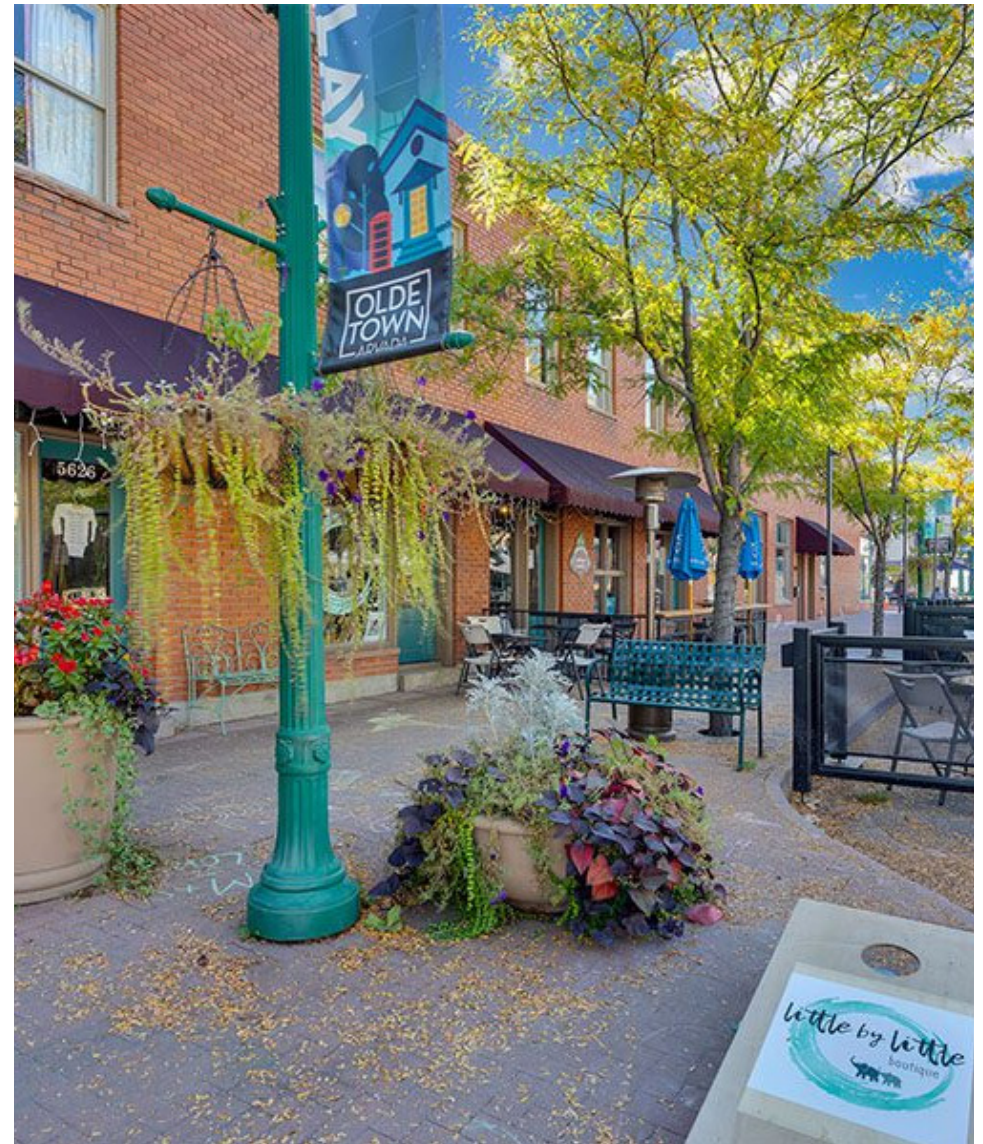


SECOND SATURDAY

150+
TOTAL
ATTENDEES

ONLINE SURVEY #1

During the summer of 2022 an online community survey was initiated and remained open for two months, during the same time when the project team attended Arvada On Tap and Second Saturday. This online survey garnered over 1800 responses and asked general questions about how and why people visit Olde Town, and what types of investments they would like to see prioritized in the future. The infographic to the right illustrates the results from this survey, which were presented to the Technical Advisory Committee and City Council, and used to inform the draft vision, goals and strategies developed during the planning workshop.



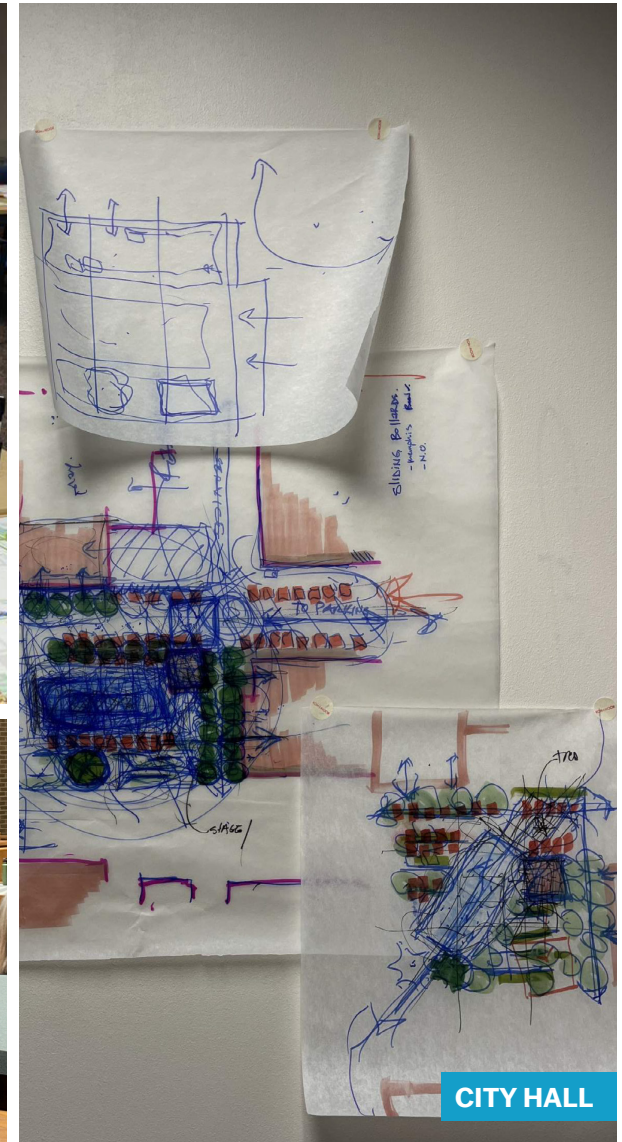
PLANNING WORKSHOP

PROJECT PROCESS & SCHEDULE

AUGUST 24-25, 2022

In late August of 2022 the project team hosted a two-day planning workshop at City Hall to summarize the feedback received from the online survey and the various in-person events throughout the summer. The workshop was opened to members of the Technical Advisory Committee, City staff, and members of various community organizations such as the Chamber of Commerce and Arvada Historical Society. Invitees were encouraged to interact with the planning team, sketch ideas, and provide technical input on the draft vision, goals and strategies being developed throughout the process. At the conclusion of the workshop the planning team summarized the community feedback collected and presented the draft vision, goals and strategies to those who attended the workshop, City Council, and via the City's YouTube channel.

The outcomes of this workshop included the guiding principles for the 20-year Strategic Reinvestment Plan – to guide Olde Town toward a future that is vibrant, connected, resilient and distinct, and outlined initial strategies for streets, public spaces, parking management, and wayfinding. These goals and strategies were further refined and presented to the community in the first public open house in late September and in a second online survey.



COMMUNITY ENGAGEMENT #2

PROJECT PROCESS & SCHEDULE

PUBLIC OPEN HOUSE

Following the planning workshop, the project team refined the plan direction, clarified the vision, goals and strategies that ultimately define this plan and presented these to the community in the first public open house, held in September of 2022 at Denver Beer Co. in Olde Town. The open house was attended by well over 100 people and allowed people the opportunity to interact with the project team and provide their feedback on the draft plan. Visual materials included planning graphics to illustrate how individual goals and strategies would manifest within Olde Town, conceptual ideas for improvements to Olde Town Square, and imagery to illustrate the different types of public realm elements that could eventually be prioritized in future street designs. Attendees were encouraged to provide input on the visual materials but to also use the corresponding QR codes to provide more detailed feedback through a second online survey.



ONLINE SURVEY #2

SEPTEMBER 21 2022 - OCTOBER 17 2022

In conjunction with the public open house held in September of 2022, a second online survey was initiated that remained open for several weeks into October. Attendees of the public open house were encouraged to provide feedback via the online survey, and the survey link was distributed via the City's various communication channels. The online survey included the same visual materials presented at the open house which allowed respondents to have a similar experience whether they attended in person or virtually. This online survey was completed by over 200 people and the results are illustrated in the infographic to the right. The results of this survey were used to further refine and clarify the full plan vision, goals and strategies, and also gave the planning team a prioritization of public realm elements that the community would like to see in the future street design concepts.

Olde Town Arvada Strategic Reinvestment Plan

SURVEY RESPONSE REPORT

21 September 2022 - 17 October 2022

PROJECT NAME:

Olde Town Arvada Visioning

COMMUNITY ENGAGEMENT #1

See Appendix for full report on the community engagement process

PROJECT PROCESS & SCHEDULE

ARVADA ON-TAP & SECOND SATURDAY

During the summer of 2022 the project team attended two community events to solicit input from residents and visitors on:

- What they love about Olde Town
- What could be improved
- How the semi-permanent pedestrian streets are functioning

Both events were very well-attended, and the project team had conversations and interactions with over 300 people.

These in-person events yielded an overwhelmingly positive response to both the current pedestrianized streets within Olde Town as well as a strong preference from attendees for making these streets permanent pedestrian-only zones.



150+
TOTAL
ATTENDEES

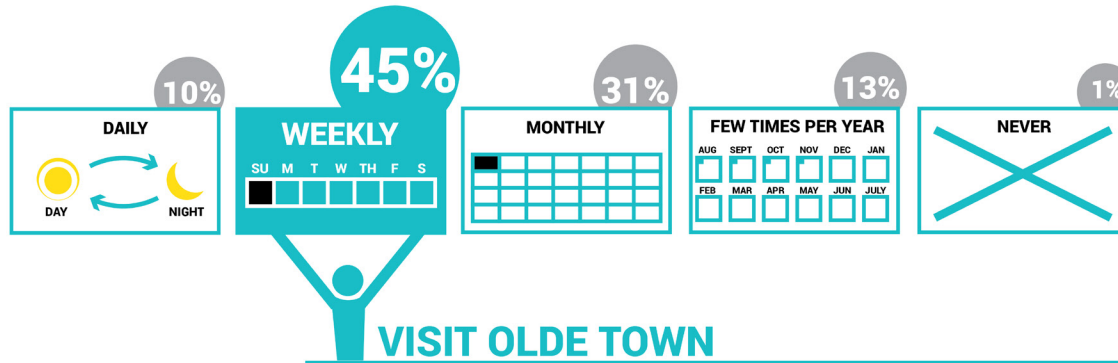
ONLINE SURVEY #1

JUNE 07 2022 - AUGUST 15 2022

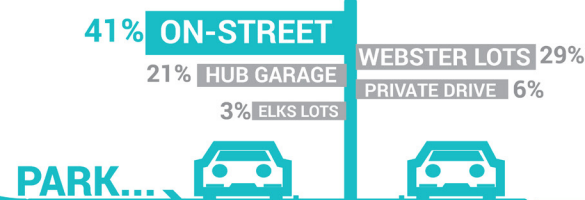
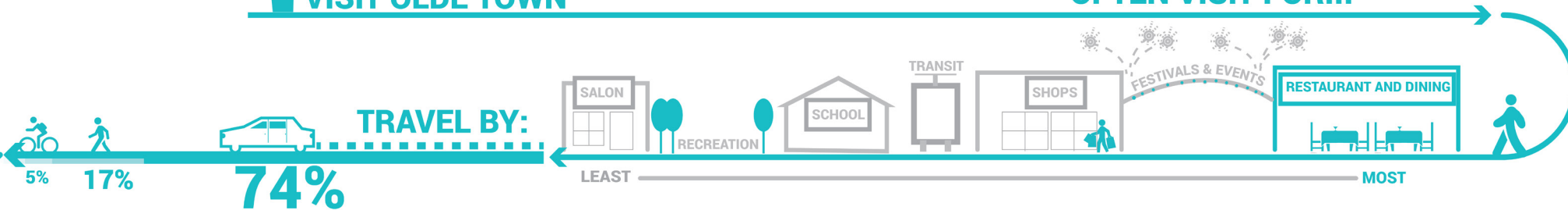
+1800 Responses

An online community survey was initiated and remained open for two months during the same time the project team attended Arvada On Tap and Second Saturday and asked questions on:

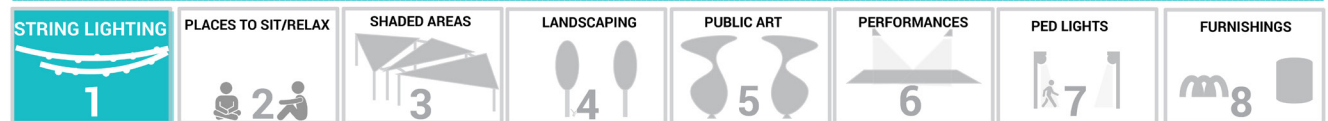
- How and why people visit Olde Town
- What types of investments they would like to see prioritized in the future



OFTEN VISIT FOR...



PEOPLE WANT MORE:



UNWARENESS & INCONVENIENT

- TOO DIFFICULT TO ACCESS
- NOT WELL LOCATED
- SAFETY CONCERNS

WHY NOT PARK AT THE HUB?

THEMES AND TAKEAWAYS

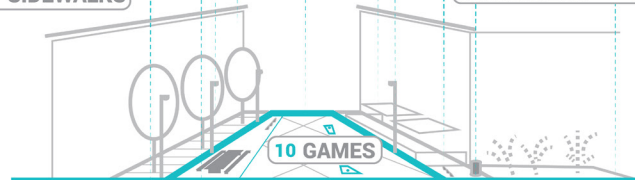
- 1 DESIGN, BUILD A PERMANENT STREET "CLOSURE"
- 2 EXPAND THE STREET "CLOSURE"
- 3 OVERHEAD STRING LIGHTING
- 4 IMPROVE OLDE TOWN SQUARE
- 5 ACTIVATE OTHER STREETS
- 6 PROVIDE MORE SHADE

1 STREET CLOSURE

- 2 HISTORIC ARCHITECTURE
- 3 PLANTERS & TREES
- 4 PARKLETS
- 5 ENHANCED SIDEWALKS

RESTAURANT SEATING 6

- 7 SPLASH PAD
- 8 PARKLET LIGHTS
- 9 BIKE RACKS & BENCHES
- 10 TRASH/RECYCLING CONTAINERS
- 11



WHAT EXISTING PHYSICAL DESIGN FEATURES CONTRIBUTE MOST TO THE CHARACTER OF OLDE TOWN?

1 STREET CLOSURE

- 2 OLDE TOWN SQUARE
- 3 EXPANDING THE STREET CLOSURE AREA TO INCLUDE MORE OF OLDE TOWN
- 4 PERIMETER STREETS LIKE YUKON AND GRAND VIEW
- 5 TRANSIT PLAZA
- 6 MCILVOY PARK
- 7 GATEWAYS
- 8 THE HUB PARKING GARAGE ACCESS
- 9 FLOUR MILL PAVILION
- 10 OTHERS

WHERE WOULD YOU SPEND IT

IF YOU HAD...



PLANNING WORKSHOP

PROJECT PROCESS & SCHEDULE

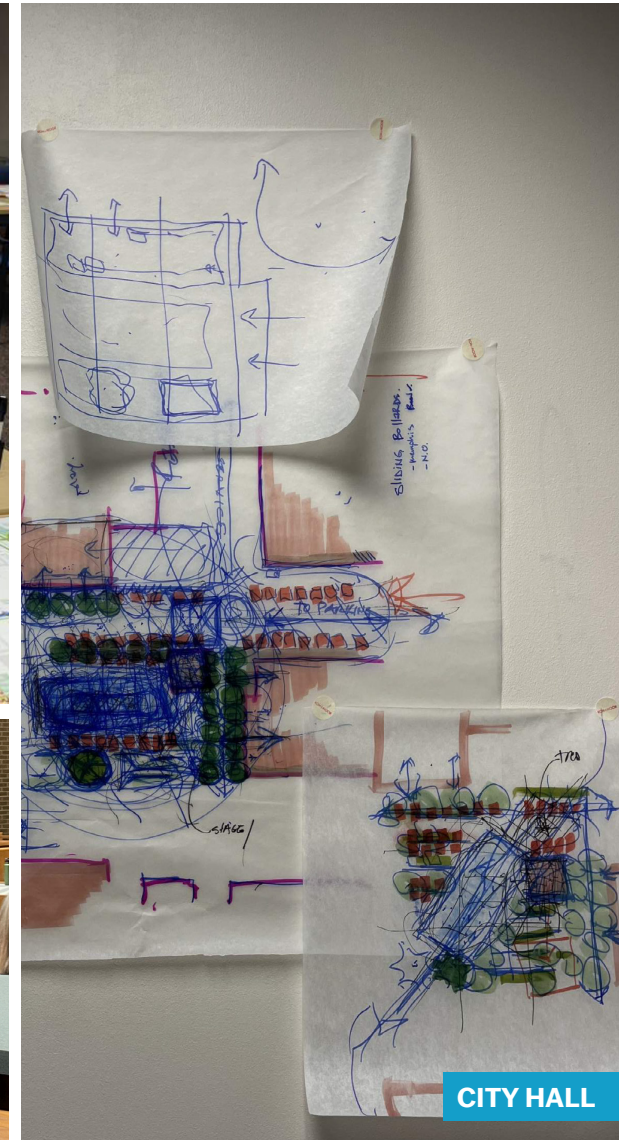
AUGUST 24-25, 2022

The project team hosted a two-day planning workshop at City Hall opened to members of the Technical Advisory Committee, City staff, and members of various community organizations such as the Chamber of Commerce and Arvada Historical Society.

Invitees were encouraged to:

- Interact with the planning team
- Sketch ideas
- Provide technical input on the draft vision, goals and strategies

The outcomes of this workshop included the guiding principles for the 20-year Strategic Reinvestment Plan – to guide Olde Town toward a future that is vibrant, connected, resilient and distinct, and outlined initial strategies for streets, public spaces, parking management, and wayfinding.



COMMUNITY ENGAGEMENT #2

PROJECT PROCESS & SCHEDULE

PUBLIC OPEN HOUSE

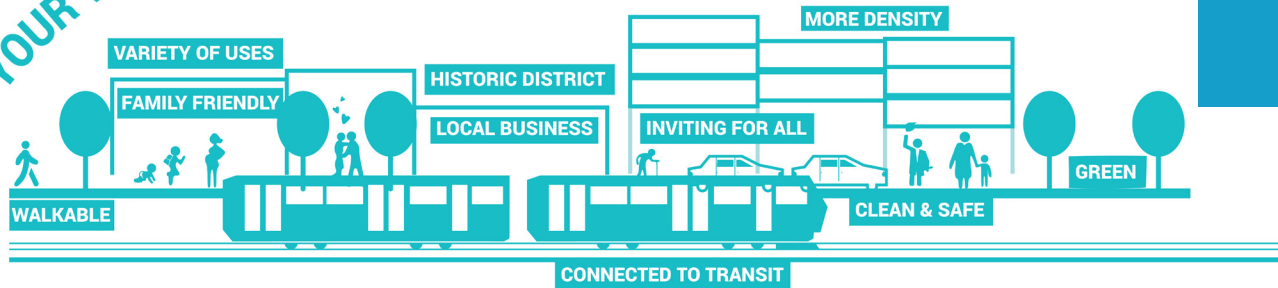
In September of 2022 at Denver Beer Co. in Olde Town. The open house was attended by well over 100 people and allowed people the opportunity to interact with the project team and provide their feedback on the draft plan. Visual materials included planning graphics to illustrate how individual goals and strategies would manifest within Olde Town Square, conceptual ideas for improvements to Olde Town Square, and imagery to illustrate the different types of public realm elements that could eventually be prioritized in future street designs. Attendees were encouraged to provide input on the visual materials but to also use the corresponding QR codes to provide more detailed feedback through a second online survey.



ONLINE SURVEY #2

SEPTEMBER 21 2022 - OCTOBER 17 2022

YOUR VISION FOR OLDE TOWN

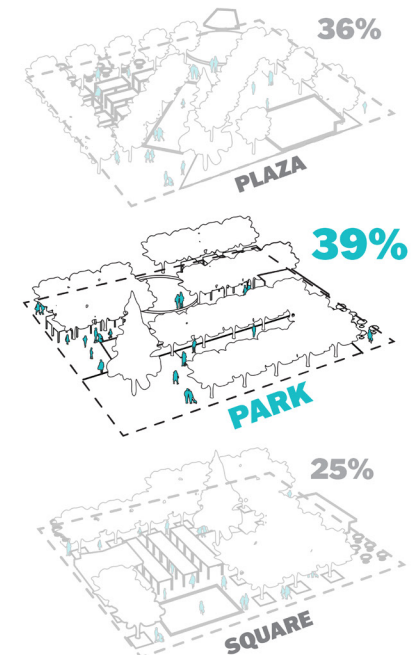


+200 Responses

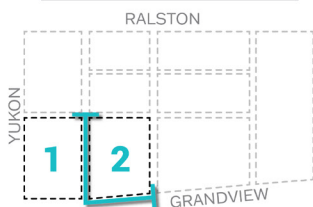
A second online survey was initiated that remained open for several weeks into October. The results of this survey were used to:

- Refine and clarify the full plan vision, goals and strategies
- Gave the planning team a prioritization of public realm elements that the community would like to see in the future street design concepts

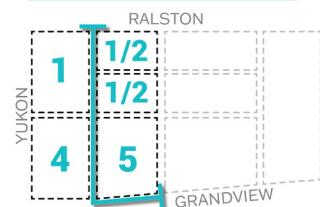
OLDE TOWN SQUARE CONCEPTS



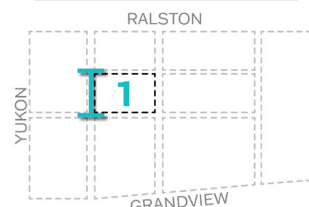
2-BLOCK PEDESTRIAN MALL ALTERNATIVE 1 **48%**



4-BLOCK PEDESTRIAN MALL ALTERNATIVE 2 **79%**



1-BLOCK PEDESTRIAN MALL ALTERNATIVE 3 **25%**



preferred streetscape features

#1 overhead lighting

2 eco-conscious elements

3 integrated seating	4 no curb street
5 high quality pavers	6 public art
7 streetscape planters	8 flexible seating
9 streetscape planters	10 tradition lighting
11 traditional benches	12 other ideas

accessibility improvements, clear boundaries at the ends of the pedestrian only areas, more parking, recycled content, safety improvements

COMMUNITY ENGAGEMENT #3

PROJECT PROCESS & SCHEDULE

PUBLIC OPEN HOUSE 2

The final public engagement session was in early March at New Image Brewing Company. The public open house allowed individuals to provide their feedback on:

- Final olde town square concept
- Two street designs for Olde Wadsworth
 - in relation to dining experience, walking experience, landscape experience, and its flexibility for events
- Paving strategy
- Street furnishing strategy
- Lighting strategy
- Gateways
- Pedestrian priority street designation



ONLINE SURVEY #3

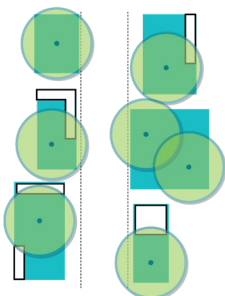
MARCH 08 2023 - APRIL 05 2023

PROJECT PROCESS & SCHEDULE

OPTION 2 DESIGN

62%

**PREFER IT
OVERALL**



OPTION 2 DESIGN

68%



DINING

OPTION 2 DESIGN

75%



LANDSCAPE

OPTION 2 DESIGN

63%



WALKING

OPTION 2 DESIGN

64%



EVENTS

77%

WARMER COLORED PAVERS WITH
DARK ACCENTS



PAVING STRATEGY

67%

MODERN FURNISHINGS IN WOOD
WITH METAL ACCENTS



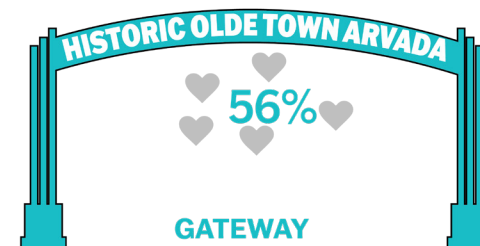
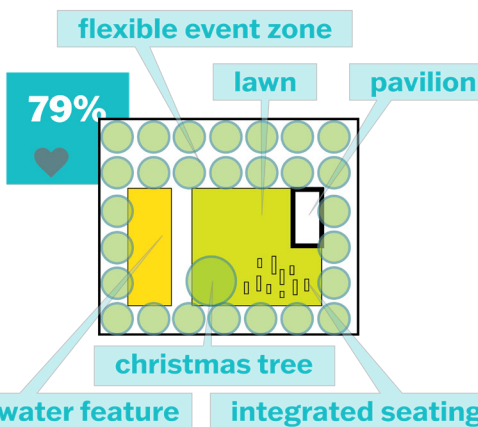
PAVING STRATEGY

72%

TRADITIONAL LIGHTING WITH
HISTORIC INFLUENCE

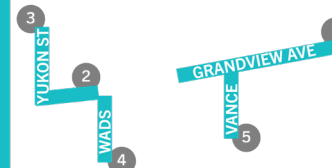


LIGHTING STRATEGY



1. Grandview (Webster to Bridge)
2. Grandview (Olde Wads to Yukon)
3. Yukon (Grandview to W 57th)
4. Olde Wadsworth (Grandview to Hub)
5. Vance (Grandview Ave to W 56th)

WHICH D
BLOCK
WOULD YOU
PRIORITIZE?



1. W 57th (Yukon to Upham)
2. Webster (Ralston to Olde Wads)
3. Grant (Upham to Olde Wads)
4. Yukon (Ralston to W 57th)
5. Ralston (Wadsworth Bypass to Yukon)
6. Upham (Ralston to Grandview)

WHICH C
BLOCK
WOULD YOU
PRIORITIZE?



EQUITABLE PLACEMAKING PRACTICES

OVERVIEW

SUMMARY OF KEY POINTS

Olde Town Arvada (OTA) strives to be an inclusive gathering space for all. Equitable placemaking and management practices help to invite a full range of user groups by specifically inviting those who may feel excluded. Equitable placemaking and place management is a newer practice area without established norms. Some practices have shown positive outcomes in other cities. Practices that OTA might implement include explicitly multicultural physical design elements; designing spaces for flexible use and programming; adding more public facilities; and adding more events in partnership with diverse organizations. Such practices can welcome to lower access groups while maintaining access for all.

INTRODUCTION

This research report was developed as part of the Olde Town Arvada Strategic Reinvestment Plan. The Plan will guide reinvestment in Arvada's Olde Town district over the coming years. Within the scope of the planning effort is consideration of how placemaking in OTA may be more equitable.

Placemaking is the process of creating quality, desirable places for people. It refers to a diverse suite of physical design and activation efforts. Olde Town Arvada (OTA) is a successful example of placemaking. Multiple physical, branding, activation, and other investments have been additive to

making OTA a desirable local destination. Most of the discourse and literature on placemaking focuses on public spaces. Within OTA, streets, sidewalks, parks, plazas, and similar are public spaces that have been enhanced with place-making.

Managed, enhanced public spaces that invite community to gather can enhance a sense of belonging among community members. A 2021 Brookings Institute study states, "research indicates that public spaces can provide a 'democratic forum' for people to gather —providing an important location for cross-cultural exchange and where negotiations of belonging and power can occur." However, a related research brief cites research that, "public space investments can actually increase social tensions and a sense of exclusion if they fail to benefit underserved residents and businesses."

Inclusive versus Equitable

Inclusive placemaking in public spaces intentionally considers how design can signal welcome to a full range of community members. Equitable place-making understands that some groups have traditionally not felt equally invited into some public spaces and have not accessed public space amenities equally. Equitable place-making strives to help address unequal patterns of use by specifically inviting those that with less access. Inclusivity and equity are interrelated and, "It is very important to ensure that our public spaces are inclusive for all, because everyone should have equitable access to utilize the free valuable resources provided by public spaces."

In recent years, planners, public agencies, and other place makers have increasingly considered how to practice equitable placemaking of public spaces; that is, to (re)design public spaces to invite use by people and groups that have not accessed these spaces equally. A challenge those who strive to create inclusive spaces is that it is that, "The sense of inclusivity is a subjective feeling, rather than an objective measurement." Knight Foundation research related to equitable public spaces finds that both design and programming aspect of placemaking are important to equity, stating, "to realize the social benefits of public spaces, planners and public space managers must be intentional about design (including purported safety features such as police and other surveillance mechanisms), programming (including recognizing diverse histories and cultural assets."

EQUITABLE PLACEMAKING PRACTICES

KEY TRENDS & BEST PRACTICES

Equity in placemaking is a relatively new effort that many cities are striving toward. As a practice area, it is rapidly evolving based on findings that come primarily from case studies without statistical analysis of their effectiveness. This research report similarly offers a summary of promising practices rather than a roadmap to assured success.

Equity for Whom?

To date, no specific findings have shown which groups, if any, feel less welcome than others in OTA. Unless or until OTA-specific findings are made, a path forward is to consider equity for groups that, nationally, typically visit public spaces less often and therefore benefits less from publicly funded placemaking efforts. Current literature on equity in placemaking mainly identifies the following groups as those that have less equitable access: non-majority ethnicities, races, and cultures; people with lower economic status; and people of nontraditional gender and sexuality identity. While the literature centers these groups, the author acknowledges explicitly that equity consideration must apply to a full, inclusive diversity of potential user groups. Brief descriptions of issues that can drive inequity in comfort and use of public spaces for each of these three “low access groups” follows.

Non-Majority Cultures, Races, and Ethnicities

Design elements can convey diverse cultural and ethnic forms and references that convey welcome and inclusion of a variety of groups. Many planners and designers assume that mainstream design in the U.S. conveys a neutral cultural context. However, a 2017 study of interculturally inclusive environments found that public spaces that were designed and managed for an undifferentiated public or “average user,” are likely to be experienced as exclusionary...” One reason for this is that much of mainstream U.S. public space design today is based off traditional European forms. These designs may not reflect the ways that people from other cultural contexts prefer to use public space, making them feel less invited.

Lower Economic Status

Placemaking can also significantly impact how inviting pedestrian districts are to people across wealth or income brackets. One of four key drivers of Reimagining the Civic Commons, a \$20 Million national initiative, is “Socioeconomic mixing: To create places where everyone belongs and that generate opportunities for shared experience among people of all incomes and backgrounds.” In publicly managed districts, place managers strive to convey a sense of place quality that encourages positive social behavior, while also making a wide range of visitors welcome. One study found that extensive parklike beautification in public spaces can make less affluent individuals or groups feel less welcome. The price point of retail offerings and events, and availability of public facilities also influence whether lower wealth visitors’ needs are being equitably met.

Nontraditional Gender and Sexual Identity

Individuals with non-traditional sexual and gender identities, often referred to collectively by a series of initials such as LGBTQ+, are considerably more likely to experience harassment and even physical attacks in public than other users. Thus, equitable placemaking must strive to explicitly signal welcome and address safety in design. Many aspects of safe design also offer increased comfort to women and young families. Rainbow flag symbols and programming annual LGBTQ+ pride events are often used as signals to welcome LGBTQ+ community members.

The above descriptions of equity challenges by three traditionally low access groups are illustrative and provide a starting place from which to solicit input from and center voices of a full diversity of community members that may feel excluded to inform inclusive and equitable place-based decisions.

EQUITABLE PLACEMAKING PRACTICES

KEY TRENDS & BEST PRACTICES

EQUITABLE PLACEMAKING PRACTICES

Equitable placemaking strives to address access differences, creating places that are inclusively welcoming across a diverse range of user groups. The American Planning Association's Planning for Equity Policy Guide lists the following characteristics (or placemaking elements) as barriers to inclusive spaces:

- Lack of places to sit or gather
- Lack of flexibility and customization
- Overly rigid with limited opportunities of interaction
- Discourage opportunities for local art, events, greenspace
- Poor safety and comfort
- Poorly designed edges
- Lack of access for people of all ages and physical abilities
- Hostile features such as fences or signs that detract from a convivial atmosphere
- Overly policed with overwhelming presence of police, security, curfews, cameras, or other restrictions
- Failure to reflect local cultures and values

This list reinforces that design and programming elements of placemaking are key opportunities to enhance inclusivity in public spaces. Related to physical design, public facilities can substantially enhance equitable access and visitation.

Programming

Activation is a component of placemaking that includes programming public spaces with small and large events including festivals, music, tai chi, goat yoga, barbeque or chili cook-offs, pet parades, pancake breakfast, holiday lighting, buskers, and similar. Activation can also include interactive physical design features such as cornhole, splash pads, mini-golf, chess tables, bocce, etc. Offering a variety of programming

activities that appeal to lower access groups is less capital intensive than most physical design enhancements and offers opportunity to enhance inclusivity quickly and iteratively.

Research by Project for Public Spaces (PPS) points to a need for explicit efforts to provide public celebrations relevant to minority groups. PPS cautions, however, "While anyone can list a series of stereotypical cultural events that might attract one demographic or another, culturally relevant programming works best when not treated like a detached marketing exercise." Instead, a best practice is to both engage with members of diverse communities to ask about desires, and find ways that the public space can support the work of diverse organizations, including offering low-cost opportunities to be seen and get their message out. Other PPS programming recommendations are to encourage eating and cooking activities; allow vending to offer diverse, lower cost food options; and offer interpretive tours. Finally, PPS research encourages watch how members of low access groups that are present spontaneously engage with the space – such as drumming circles - and when possible, welcome and expand on these ideas. On review of the summer 2022 events list in Olde Town, Arvada appears to have opportunity to enhance equity by expanding and diversifying programming to welcome a more multicultural visitor base.

Key Finding: Programming is an ongoing equitable placemaking opportunity that is relatively low investment/commitment. Activities can be planned in partnership with diverse organizations.

EQUITABLE PLACEMAKING PRACTICES

KEY TRENDS & BEST PRACTICES

Design

When equitable design and activation elements that are engaging, interactive and accessible are incorporated into public spaces, they invite diverse income groups to visit. Broad visitation helps enliven the district and create a sense of community and vibrancy. In turn, district vibrancy attracts visitors with disposable income that can support retail, dining, and cultural sales on private properties within the district. A case study from Flint Michigan documented that designing for user groups that felt most excluded enhanced equity without any detriment to more empowered user groups.

Project for Public Spaces finds that in among place-makers, “design often wrongly overshadows the other factors that make a public space active and inclusive, and design alone can rarely achieve these goals. But it does provide an important foundation.” Current literature points to two key design areas to attend to in equitable design: inclusive design, and design for safety.

Inclusive Design

Many typical public space designs forms spring primarily from northern European origins. Incorporating more diverse ethnic, linguistic, and cultural references into physical design elements of public spaces can equitably welcome multicultural use. Inclusive design can incorporate beneficial elements from cultures with traditions of outdoor gathering or passive cooling, such as paseos, pergolas, open screen walls, wind towers, and similar. Beyond incorporating individual culturally identifiable elements, inclusive design can identify and incorporate thematic similarities from across cultures. When Toronto set out to design a new public park in multicultural neighborhood, they synthesized inputs to identify design themes that resonated across Chinese, Persian, and South Asian cultures. “Certain themes soon emerged: the importance of “social seating” rather than benches; the need for shaded spaces and shade

structures...; the value of water, curving pathways and circles as a means of communicating harmony (feng shui); and the way public spaces can create a sense of tranquility or wellness.”

Like the approach Toronto took, Milwaukee leaders have gained attention for the Milwaukee Method of multicultural placemaking. The Milwaukee Method aims to create more equitable access and benefit from revitalization by ensuring that initiatives reflect the values of diverse user groups, particularly those of the surrounding neighborhood. A process involves explicitly inviting local artists and non-majority race and culture community members into the design process is a key element of the Milwaukee approach.

Key Finding: As specific design enhancements are identified through and beyond the 2022 Reinvestment Plan process, OTA can enhance equity by specifically soliciting input from lower access user groups.

Design for Safety

Ensuring that public spaces are designed with an eye to safety is an essential element of equity in placemaking. Features like clear entrance and exit paths, pedestrian scale-lighting, visible wayfinding, and unobstructed lines of sight benefit all users. One article suggest that LGBTQ+ people benefit from design that includes semiprivate public spaces, where they will not be observed from all angles when conducting common public activities such as partners holding hands. Attention to perceptions of safety can make or break the popularity of a civic gathering space, with even isolated incidents leading to sharp declines in visitation.

EQUITABLE PLACEMAKING PRACTICES

KEY TRENDS & BEST PRACTICES

According to Project for Public Space research, some design choices are particularly detrimental to inclusivity. For example, rigid fixtures that divide larger spaces can make diverse programming more difficult, by over proscribing specific uses of shared space and precluding other uses. Hostile design, which includes spikes on benches and handrails in benches that preclude lying down, actively discouraging some uses and users.

Key Finding: OTA has long sought to enhance safety through design and lighting and continues these efforts through thoughtful treatment of alleys and gathering spaces. Ongoing implementation of safe and inclusive design principles may help to bolster equity by improving access for LGBTQ+ users.

Public Facilities

Within some pedestrian-oriented districts, some basic facilities such as toilets may be available only in private businesses for their paying customers. Placemaking that provides to free public facilities enhances equity by making access more feasible and enjoyable for visitors with lower income. Knight Foundation best practices recommend that the presence of “design features that support user safety and comfort” is an important measure of equity in civic spaces.

Choices and prioritization of which facilities to invest in can enhance equity. A study in Houston found that White respondents were more likely to prioritize connectivity improvements to public spaces while Black and Hispanic residents were more interested in restrooms and lighting improvements. Social seating that encourage interaction

among larger groups and extended stays compared to single benches or four-top tables are often more highly sought out by non-Whites. Flexible and movable seating such as already present in OTA helps to meet a range of users’ needs. Some public facilities to be attentive to in encouraging equitable use by lower economic status individuals include toilets, water stations, and mobile device connectivity.

Toilets

When bathrooms are only available to paying customers, low wealth individuals may find themselves with no affordable facilities to meet a basic human need. Coupled with exclusive and costly retail and dining offerings, the equitable access problem worsens. This condition limits comfort and the feasible duration of lower wealth individuals’ stay. Offering safe, clean, and affordable public toilet facilities is important to equitable use. OTA has exemplary free public toilet facilities at the light rail plaza. Given the size of OTA and current location at one edge, Arvada should consider adding additional toilet facilities.

Water Fill Stations

Access to drinkable water is a basic human need. Access to free water enhances equity of use in public spaces, however the acceptance of public water fountains has declined. Following the lead of private place makers (for example, Disneyland), some public space managers are adding public access water bottle fill stations, with or without a direct drinking option. Downtown Crested Butte offers two public access water fill stations. OTA could consider incorporating water fill stations to enhance equitable access and visitation frequency and duration for low wealth users and all groups. Once installed, these can be included in district online and static maps, prominently signed, and can also easily be listed on third party mobile apps that help users locate water fill stations.

EQUITABLE PLACEMAKING PRACTICES

KEY TRENDS & BEST PRACTICES

Mobile Device Connectivity & Charging

Internet access is increasingly essential to modern life. Lower income individuals are considerably more likely to access the internet on a mobile device than a home computer. In previous decades, many pedestrian-oriented district managers sought to offer public access wireless internet (WiFi) within all or a portion of the district to encourage and extend visits. As many private businesses now offer WiFi, some place managers have backed away from providing free WiFi on the premise that it is already accessible. However, like toilets, “free” WiFi access typically is available only to business customers that make a purchase the same day. Free public access WiFi remains a benefit to promote equitable use of public spaces. OTA already has free public access WiFi at the Arvada Public Library. Offering and publicizing free WiFi at other civic organization sites such as the Aurora Chamber of Commerce and new AURA offices could further enhance equity in OTA.

Related, public access mobile device charging can also enhance equity, especially for lower wealth individuals that are more likely to own older model devices that need recharging more frequently. Downtown Phoenix incorporated solar powered charging stations as part of brand identity; the solar panels are mounted on a roof that shades the seating area below. The same district and third-party informational tools can be used to promote public access connectivity and charging.

Key Finding: Provision public facilities can increase equity by providing no-cost access and addressing the needs and comfort of lower economic status individuals.

Note on Equitable Place Governance

Although this research report focuses on equity in placemaking and management, nationally, equity concerns have been raised about the power and influence of private and quasi-public entities -- such as downtown development authorities (DDA) and business improvement districts (BID) -- in the governance of public spaces. DDAs and BIDs are controlled by boards of primarily commercial property owners. When they yield governance (decision-making) power, they may influence placemaking priorities to their benefit over other groups. While these concerns are legitimate in some communities, studies have found that even when private and quasi-governmental organizations play a substantial role in public space governance, positive civic outcomes are typically achieved. This is particularly true in downtowns -which often explicitly strive to serve as a meeting space for diverse constituencies of the community - and when hybrid management combines the resources that private and quasi-public entities bring with the accountability of public entities.

OTA’s governance meets best practices for achieving equitable outcomes. It is hybrid, with the private property owner-led BID having a much smaller budget and power of influence than its partner public agencies (the City of Arvada and Arvada Urban renewal Authority -- AURA).

ALLEYS

KEY TRENDS & BEST PRACTICES

SUMMARY OF KEY POINTS

Within the Olde Towne Arvada district, some alleys are aesthetically unappealing and miss an opportunity to invite pedestrians to explore beyond the spine of the district. Improved alleys with vehicle access can support business deliveries, improve aesthetics and drainage, and remove repellents to pedestrian use. Closed alleys often create truly vibrant spaces and become pedestrian paths of choice, but at the cost of decreased convenience for business deliveries. All completed alley improvement projects in the case studies were well received and inspired demand for more projects. Identifying top goals for potential OTA alley projects can help Arvada prioritize among locations and types of alley treatments.

INTRODUCTION

This research report was developed as part of the Olde Town Arvada Strategic Reinvestment Plan. The Plan will guide reinvestment in the Olde Town Arvada (OTA) district over the coming years. Within the scope of the planning effort is consideration of how alleyways in OTA can be made safer and more attractive, enhancing the overall visitor and pedestrian experience in OTA.

Alleyway improvement is an ongoing effort in OTA. Within the district, efforts have been made to direct pedestrians away from unimproved alleys such as with movable barriers along Olde Wadsworth. Arvada discussed and began planning for additional enhancements to alleys prior to the COVID-19 pandemic. The pandemic heightened awareness of the importance of alley enhancement. During the pandemic, some alleys in OTA became even more functionally important than ever because the closure of some streets meant that vehicular access to some businesses was entirely from the alleyways. In addition, some alleys or back lots have been used to store some seasonal COVID dining shelters and other activation elements. While this

proved an important service to the goal of activation, these temporary storage areas added to the cluttered appearance of some alleys.

Arvada is exploring various potential alleyway enhancements in OTA including undergrounding overhead utilities, consolidating trash and recycling receptacles, enhanced pedestrian and safety lighting, and murals or other enhancements to the rear facades of buildings. Alley improvement is an established technique for district improvement in large and small cities, including in Colorado. Arvada can learn from other managed districts that are working to implement alley improvements.

ALLEYS

KEY TRENDS & BEST PRACTICES

THE PRACTICE OF ALLEY IMPROVEMENTS

Alley improvement has held significant attention in planning and place management circles at least since the early 2000s, starting in larger urban cities and moving to smaller and mid-sized cities. Some of the initial efforts to improve alleys were intended to overcome the stigma of alleys as scary or unsafe places and help welcome patrons to downtowns. Another significant impetus has been realizing that the traditional service provision function of alleys represent significant public space that could be repurposed to support activating uses or vehicle-free pedestrian routes. A study of downtown estimates that, “Alleys can contribute around 50% of additional public space to the city creating a new network for pedestrians.” A newer element of the alley improvement movement is Green Alleys, which emphasizes permeable pavers and other sustainability measures. By 2017, alley activation had become such an accepted practice that entities like the American Association of Retired Persons offered grants to several communities to help with alley activation.

This research report considers the experience of three Colorado cities that have implemented alleyway improvement planning and projects over a decade or more, and explores lessons from planning efforts in three western communities that have recently entered into alley improvement planning.

IMPLEMENTATION EXAMPLES

This section looks at three examples of downtown districts that have been working on alley improvement planning and implementation for a decade or more: Longmont, Glenwood Springs, and Colorado Springs.

Downtown Longmont, Colorado

In 2010, Longmont, CO developed a comprehensive, phased plan for alleyway enhancement. Downtown Longmont has an appealing pedestrian Main Street with retail and restaurants. Ample surface parking is available just one block to the east and west, with access via pedestrian breezeways that intersect the alleys. While the distance was close, many patrons found the alleyways between the parking and Main Street to be an unpleasant experience that dampened their enthusiasm for visiting downtown. Longmont Downtown Development Authority (LDDA) set out to improve the visitor experience of key alleyways in the district.



IMPLEMENTATION EXAMPLES

Public Improvements

The Longmont Alley Improvement Guidelines document identifies enhancements to be funded and coordinated by district management entities in Longmont. The enhancements include:

- Trash and recycling consolidation
- Undergrounding of overhead utilities
- Screening transformers and utility meters
- Limiting the hours of deliveries to reduce pedestrian conflicts

Guidelines for Building Improvements

In addition to direct improvement investments by Longmont, the 2010 guidelines provide direction for businesses to improve alley-facing façades and encourages them to invite customers in directly from parking areas. The guidelines address the following elements of façade improvement: awnings, signage, lighting, windows and doors, façade displays, building materials and colors, landscaping, outdoor seating, and murals and other public art.

Improvement Prioritization

An important aspect of the Longmont district alleyway approach is objective criteria for the prioritization of alley improvements. To start, the 2010 guidelines only look at alleys adjacent to Main in the three most heavily traveled blocks within a much larger district. Priority for alley segments within this area is based on the degree of exposure or visibility, i.e., whether the alley faces a public parking lot, private parking lot, or is bounded by buildings on both sides; and the amount of pedestrian traffic in the alleyway. The criteria create a clear rationale for prioritization of LDDA alley investments.

Implementation

The LDDA surveyed businesses and determined that nearly nine in ten of them were customers of a single hauler, Western Waste Management. Initially, the LDDA approached the hauler about converting to a single waste disposal contract for all businesses in the alley improvement area, to be managed by the LDDA. But because the existing customers were on automatically renewing contracts, Western would have had to break all of the contracts to convert them, which was untenable. Instead, Western continued all existing contracts while transitioning them to larger shared receptacles in consolidated locations. LDDA purchased space on each block and constructed enclosures for Western receptacles. The arrangement presents some liabilities for Western given that if any one business is in arrears, it is not possible for Western to remove their bins and stop service because it would impact the other businesses. However, there are some operational advantages for Western in collecting from consolidated receptacles. Businesses continue to have a choice of waste haulers, but Western has a competitive advantage and most contract with Western voluntarily. This greatly reduces the number of haulers and service trips in the alleys. It also turned out well for LDDA, which is relieved of having to manage the service contract.

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In addition to alley improvements identified in the guidelines document, LDDA also invested significantly in improving adjoining midblock breezeways from the surface parking areas to Main Street with pavers, art, and overhead arcades to invite pedestrians. Within the alleys themselves, LDDA installed coordinated, consolidated screening for utilities and meters, after which the adjacent private property owners became responsible to maintain the screening. To spur private investment in building improvements facing the upgraded alleys, LDDA initiated a temporary matching Alleyscape Grant program. Business owners applied for a wide range of improvements – such as painting, railings, fences, concrete pads, matching pavers, and awnings – to be installed by the same contractor in conjunction with LDDA-led improvements.

The City of Longmont, which provides most utilities, led the project to undergrounding overhead lines, coordinating with other service providers, including fiber optic cable. The alley and breezeway area pavement were improved with brick and permeable pavers to enhance drainage and reduce water pooling. The permeable pavers have performed well in pedestrian-only

breezeways, but have not held up as well as hoped under truck and vehicle traffic in the alleys.

Consolidated waste service reduced traffic in the alleyways. In a related effort, the LDDA posted specific hours for business deliveries. According to the LDDA, it is generally observed and there has been no need for enforcement. The City also has an ordinance establishing a 20-minute parking maximum in all alleys citywide. LDDA reports that while the midblock breezeways see strong foot traffic, the alleys themselves have not become pedestrian or bicycle paths of choice for through movement parallel to Main. Even as Main Street sidewalks have become a bike dismount zone, bicycles tend to use parallel streets over the alleys.

Longmont's alleyway and breezeway improvements are considered a resounding success. The improvements removed barriers to walking from public parking, encouraging visitation, spurred private investment in buildings, and enhanced the overall visual appeal of the district. The adjacent breezeway areas – but not the alleys themselves – now function as reclaimed activated pockets of public space. Garbage odors are no longer an impediment.

LDDA reaffirmed its commitment to alleyway improvements in the 2017 Downtown Master Plan including a strategy to, “Enhance and expand the alleyscape projects and incorporate elements to further activate and promote their use, while ensuring that a clear zone is provided during delivery truck access times.” In 2022, over a decade after the initial six alleys were improved, LDDA has identified several more alley segments as priorities for future improvement.

Key Findings, Longmont Case Study: Transparent, objective criteria based on visibility and traffic were used to prioritize alley improvement locations. An initial two-year project improved six alleys and adjoining breezeways. The predominant waste hauler worked with LDDA to consolidate receptacles and manages the contracts. LDDA used a mix of direct public investment and cost-sharing incentives to spur private investment. The resulting pedestrian-only breezeways are heavily used by pedestrians versus the alleys, which while no longer an impediment are not a pedestrian route of choice.

IMPLEMENTATION EXAMPLES

Downtown Glenwood Springs

The Glenwood Downtown Development Authority (GDDA), working in conjunction with the City of Glenwood Springs, began developing an alley activation strategy in 2011. Prior to implementation, the GDDA conducted extensive visual analysis and outreach with the community and with downtown businesses to understand what kinds of improvements were important to constituents. The number and diversity of receptacles and amount of service traffic in the alleys was an issue of concern shared by many stakeholders. The GDDA surveyed all waste haulers active in downtown. According to the GDDA, “Priority [alley improvement] project areas focus on improving the utility and vitality of core downtown alleys that predominantly serve commercial and retail buildings.”

Enhancement Types

Glenwood Springs’ approach focuses on “two issues: consolidating waste service and making physical and aesthetic improvements to create inviting places.” The GDDA’s long-term vision is to improve all alleys in the 700-block from Colorado Avenue to Blake and selected other east-west alley segments, such as the alley behind the public library, to enhanced pedestrian ways. In addition, GDDA envisions improving north-south alleys while leaving them open to vehicle access. Vehicle access alley improvements would include paving and drainage improvements, waste service consolidation, undergrounding utilities, and improved lighting.

Implementation ,

GDDA implementation began with one alley, referred to today as Smoke Alley for the adjoining restaurant of the same name. “The DDA buried utilities and resurfaced the alley for more attractive pedestrian circulation and outdoor dining. The adjacent property owner and the tenants of one of the buildings financed building improvements and added outdoor plantings, railings, tables, and chairs to the alleyway.” Drainage improvements were integrated into the repaving process. Smoke Alley was closed to vehicle traffic which allowed part of the right-of-way to be converted to outdoor seating for an adjacent restaurant. The Smoke Alley improvements were completed in 2013.

In Glenwood Springs, waste service consolidation is tackled one alley at a time. Glenwood Springs customers have a choice of five private waste haulers. Prior to physical improvements led by the GDDA, the City of Glenwood Springs Public Works department begins the process by closing the alley to vehicles and contacting individual businesses along the alley to switch their service to a single, City-managed contract. The City bids out the contract and businesses all contribute toward the cost. Starting in 2018, the City purchased and installed trash compactors in two locations to help reduce receptacles and service traffic. Plans are underway in 2022 to add additional compactors.

Activation in Smoke Alley showed Glenwood Springs stakeholders the power of placemaking in the forgotten and abandoned spaces, and spurred the creation of Bethel Plaza, a now lively civic space in an unlikely place - under a bridge. In 2017, Glenwood Springs began improving two more alleys with vehicle closure, waste service consolidation, and adding overhead string lighting. The planning and construction for repaving, drainage improvements, and other physical enhancements is at 90 percent complete in August 2022, with only subsurface utility design remaining before implementation fundraising can begin.

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IMPLEMENTATION EXAMPLES

Glenwood Springs' improved, pedestrian-only alleys are extremely popular with its residents and are well-used as pedestrian passages. Where seating is incorporated, the alleys are activated the spaces as well. Reception by businesses is generally positive. One of the in-progress alley improvement projects, Cooper Alley, was requested by businesses in a less activated zone hoping to extend the sense of vibrancy and pedestrian traffic to their block. However, some businesses - particularly restaurants that receive daily fresh deliveries - dislike the inconvenience of losing vehicle access to their rear doorstep. The alley improvements - which are still partially complete - have not yet spurred private investment in adjacent buildings. In the initial Smoke Alley project, the GDDA installed outdoor seating for one adjacent restaurant as a proof of concept. Since then, a few businesses have made alley-facing upgrades. To spur more private investment, in 2022 the GDDA expanded applicability of its façade improvement matching grant program to apply to alley-facing building facades.

Key Findings, Glenwood Springs Case Study: Stakeholder engagement identified shared priorities of trash consolidation, vehicle closures, and aesthetic enhancements. The City manages waste consolidation and utility undergrounding. The initial one-block project was fully developed to high aesthetic standards to establish the vision; two subsequent alleys are being improved in phases with vehicle closure, waste consolidation, and lighting complete while repaving and utility undergrounding are pending. All projects are well used as pedestrian ways. The fully completed project also activated the space and spurred private investment.



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Downtown Colorado Springs, Colorado

Downtown Colorado Springs street grid is widely spaced, creating large blocks that are impediments to pedestrian friendliness. These large blocks are transected by alleys that provide operational service access. Downtown Colorado Springs alleys offer significant potential to reclaim and activate public spaces in the historic core. Some downtown alleys are quite wide. Even in their unimproved state, alleys in the core are currently used by some pedestrians for direct passage through large blocks, and as the main entrance for some businesses. However, less familiar visitors are less likely to enter the alleys, particularly those without a clear sightline through the block. Like many Colorado communities, Colorado Springs has multiple private waste haulers and the diversity of providers results in many separate receptacles and unnecessarily large traffic volume to provide service.

Colorado Springs began an initial foray into improving and activating alleys in 2012. A group of local artists and businesses began improving the Bijou Alley. They installed lighting, painted the pavement and buildings with murals, and began hosting occasional events. Some of the businesses came together to consolidate their waste service to reduce clutter. The Colorado Springs Downtown Partnership (CSDP) assisted in a largely consultative role, championing the value of the project with other public entities.

Colorado Springs does not have a stand-alone alley improvement plan, but the 2016 Experience Downtown Master Plan provides detailed guidance. The Master Plan identifies an action item to: “Embark on a cohesive design and execution strategy to ensure Downtown alleyways are pedestrian assets.” The Master Plan identifies and offers conceptual renderings for six alleys in the historic downtown core as the initial priorities.



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Enhancement Type

Alley enhancements directed in the Colorado Springs Downtown Master Plan include “aesthetic and safety improvements, lighting, improved paving, and integrated systems for deliveries and trash haul” while prioritization factors are identified as alleys that have, “centralized locations and ability to facilitate mobility and retail activity in the city center.” Renderings show conceptual improvements and activation.

Implementation

In 2012, inspired by the business-led project in Bijou Alley, CSDP worked with a local architectural firm that created renderings to help constituents envision how vibrant alleys could look with simple changes like lighting and murals. CSDP partnered by making Bijou Alley the site of the district’s annual public art installation program. The Bijou Street alley improvements and other alley aesthetic improvements are well liked and they remain a privately led project with only a loose sense of ownership and responsibility.

CSDP developed a full design package for the six priority alleys identified in the Master Plan. After talking with business owners in the downtown area, CSDP selected three of the alleys for initial implementation. CSDP installed pedestrian lighting treatments in the alleys as an initial enhancement and developed final engineering costs, which were completed in late 2019. Unfortunately, the funding for the alley projects was repurposed shortly thereafter in the 2020 COVID-19 pandemic, and alley project implementation was put on hold.

During the same years as the planning for the priority alleys in the historic core, CSDP used the Master Plan guidance to

advocate for improvements to alleys being created by a wave of new residential and mixed-use development in downtown. For example, CSDP worked with developers to add fenestrations and lighting, and commissioned murals on proposed blank alley walls. Related to waste consolidation, CSDP now advises developers to create trash enclosures to serve the whole block and then helps coordinate conversations with adjoining businesses to join a master contract. The apartment building developers/managers are motivated to manage the joint waste services in order to improve the alley experience for their tenants, relieving CSDP of having to manage the waste contracts.

The same surge in development has been grounds for CSDP and downtown developers to advocate for local public utility agencies to initiate a coordinated utility burial and repaving program in downtown. These entities have also been responsive to requests from CSDP to move priority alleys from the Master Plan earlier in the schedule.

Currently, the “first true activated alley in Colorado Springs” is being developed with anticipated completion in spring 2023. The AdAmAn Alley project, named for a historic local club, was identified as an opportunity in late 2021 when a number of businesses changed and CSDP recognized a potential opportunity for collaboration and shared goals. One of the six priorities in the Master Plan, it was not among the three alleys for which engineering had been completed that lost funding. AdAmAn Alley is described as a first-of-its-kind placemaking project and a collaboration of numerous partners, including “creativity of lead designers RTA Architects, the full participation of the adjacent property owners, and the support of Downtown Partnership, the Cultural Office of the Pikes Peak

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Region, the City of Colorado Springs and Colorado Springs Utilities.” Conceptual project plans include:

- Murals celebrating the ecology and cultural significance of Pikes Peak
- “AdAmAn Alley” gateway arch between Carlton & Hibbard buildings
- New pavement with an artistic treatment evoking Barr Trail
- Removable bollards to restrict vehicle access except during designated delivery hours
- AdAmAn Club archival photographs and footage
- Upgraded and consolidated utilities and storm drainage
- Light art elements
- Consolidated waste management

CSDP is hopeful that the restaurants and other business that front into AdAmAn Alley will help to maintain and activate the space. The AdAmAn Alley project will be CSDP’s opportunity to demonstrate the full power of alley improvements to create value and activation, and to invite pedestrians into and through the T-shaped space.

Key Findings, Colorado Springs Case Study: The privately led Bijou Alley project demonstrated potential. CSDP facilitates coalitions of businesses and owners to consolidate waste services under private management. Alley improvement principles are integrated into redevelopment. A downtown-wide alley repaving and utility burial program will prioritize alleys slated for improvement. After a planned three-block alley improvement project lost funding, CSDP identified an opportunity with new businesses and owners on single block that is expected to be a showcase.

Case Study Insights

Scanning across the three examples of communities that have implemented alley projects over a decade or more, the following insights arise:

- All have seen positive impacts from initial alley projects and continue to pursue additional ally improvement projects.
- Waste service consolidation has required extensive communication and creative collaboration with haulers and businesses.
- Businesses report that their operational delivery needs are better supported when alleys remain open to vehicles.
- Pedestrians use alleys closed to vehicles much more extensively than those that retain vehicle access.
- Activation goals are met effectively in alleys closed to vehicles. Activation of vehicle-access alleys is mainly associated with temporary closure events.
- Incentives and cost sharing have improved adjacent business investment in aesthetic upgrades.
- The initial alley project in any community can expect to have detractors and challenges. Its success greatly influences the appetite for additional projects.

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ALLEY PLANNING EXAMPLES

In addition to prioritizing different goals and uses for improved alleys, the planning approach for alley improvements varies considerably by district. Longmont created a detailed guidance report before embarking on improvements. Colorado Springs has approached planning one project at a time. Glenwood Springs planned one initial project but is now planning some alley improvements such as subsurface engineering for utility undergrounding across multiple alleys, positioning the city to execute on specific blocks as funding allows. Three more communities' planning efforts are described below. These communities - Castle Rock, Montrose, and Missoula - have begun planning for alley improvement within the last two years.

Castle Rock, Colorado

The Castle Rock Downtown Alley Plan was born from the community's Transportation Master Plan (TMP) which recommended that alleys could create a safe and enjoyable pedestrian and bicycle circulation network within the downtown area. Many of the alley enhancements that other communities promote on aesthetic or operational grounds are framed in transportation terms. For example, consolidating waste receptacles, initiating single-provider service, and creating a dedicated loading space per alley block are discussed in terms of 'creating clear sight lines' for pedestrians and cyclists. With this framing, Castle Rock is positioned to seek implementation funding from transportation funders as well as other sources.

The plan recommends improvements to four multi-block alleys spanning a total of approximately 17 blocks and gives attention to midblock alley crossings and possible treatments to enhance the function of alleys as through-ways for pedestrians and cyclists.

The plan uses a multipronged evaluation system to prioritize improvements across alley segments, including a scoring system for the potential to meet TMP goals in the categories of placemaking, ecological, economic and mobility. Totaled scores and community input were used to select priority alleys for implementation. Conceptual renderings show a range of treatments, including some activated alley blocks closed to vehicles, and are accompanied by cost estimates.

Montrose, Colorado

Montrose began exploring alley improvements in 2020, after engaging with downtown business owners and learning that some alleys were considered unsafe after dark due to lack of lighting. Montrose applied for and received a grant from the Department of Local Affairs Colorado Main Street program. Rather than a broad alley improvement policy plan, Montrose created a detailed Master Plan for the T-shaped alley in a single block of downtown, referred to as Block 93.

The Master Plan, which is conceptual, calls for "steel archways at each entrance; an area for food trucks; solar panels to provide electricity throughout; different types of seating including rooftop patio seating, benches and stadium seating; lighting; murals, sculptures and other artistic features; planters; bike racks; and special paving", as can be seen in the plan and a video on the Montrose website. The plan was introduced to the community online and through a block party event on the site with live music and food vendors in October 2021. Montrose began writing grant applications to construction funding in August 2020.

ALLEY PLANNING EXAMPLES

Missoula, Montana

In late 2020, the Downtown Missoula Partnership completed an inventory of conditions for more than 30 alley segments. The project was born from the Missoula's 2019 Downtown Master Plan, which directs alley activation as a vitality strategy. The inventory represents an implementation step in the plan. The Missoula Business Improvement District is responsible for waste removal within downtown.

The Downtown Master Plan sets out overall goals and directs some specific actions related to alleys. The Inventory Report classifies three types of alley enhancements - Basic, Green, and Destination - that can help to achieve the plan goals.

- Basic improvements, which would apply to all alleys, “repair blighted and hazardous infrastructure and modernize delivery and waste collection.” As most alleyways were found to be in sound condition, much of this implementation would consolidate waste handling.
- Green improvements focus on stormwater improvements to reduce standing water, and sustainable waste reduction, e.g., making recycling, composting available as part of waste collection.
- Destination improvements add interesting or appealing visual features or spaces that can be activated for seating, gathering, and other uses beyond basic service functions.

The Inventory Report provides detailed information on the condition of each block, representing a catalogue of objective data. However, it falls short on how to prioritize which alleys should receive which types of improvements, other than where there is a “lack of infrastructure barriers” to the physical construction of improvements. The report identifies that prioritization was not completed due to limited engagement opportunity with business owners.

Planning Insights

Several insights emerge from planning across these six communities.

- Communities initiate planning for alley improvements at a range of scales, including downtown- wide, multiblock plans, and single block master plans.
- In alley plans that cover a larger geography, it is useful to prioritize alley typologies, functions, and locations for investments.
- Smaller geography plans help present a detailed vision that can be useful for building excitement and raising funds.
- District managers need to ground the purposes of alley improvement projects in broader community policies and goals within downtown plans, general plans, and even transportation plans. This strategy may also help tailor planning to funder priorities.

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SETTING PRIORITIES

Arvada seems to have a variety of goals for alley activation, including inviting pedestrian travel in alleys, improving visual appearance of individual alleys, creating more activated spaces along alleys, improving overall district appeal, spurring private investment, etc. Some learning from the case studies may help Arvada develop criteria for prioritizing location and types of alley improvements.

Aesthetic Appeal

In the case studies, all alley projects aim to improve the aesthetics of alleys and by extension, the surrounding district. At times, some OTA alleys present an olfactory and visual affront due to poorly managed trash containers, overhead lines, and other visual clutter. Lack of sight lines and lighting can make these cluttered spaces feel unsafe after dark, cutting off potential routes between destinations such as restaurants and parking. Alley improvements to correct such issues would enhance overall district and appeal. To strive for enhanced district appeal at all times of day, Arvada would want to prioritize alley projects on segments that link key visitor destinations such as parking areas and dining or cultural venues, as well as areas with high trash volumes or odors.

Waste Service Consolidation

Cluttered alleys with numerous waste receptacles are repellant to pedestrians and cyclists. When waste service is consolidated from many haulers to one provider, there are fewer receptacles in fewer locations. Instead of many small containers being emptied infrequently by various haulers, the consolidated service picks up waste more frequently but in fewer trips total. This reduces both odors and truck traffic, as seen in Longmont. Where alleys are closed to vehicle access, such as in Glenwood Springs, waste receptacles are placed in adjoining perpendicular alleys or side streets, eliminating waste odors and clutter. Waste consolidation

removes visual and olfactory repellents, enabling alleys to serve as through-ways or more activated spaces. In communities or districts with a sole hauler, waster consolidation is less complex than in communities with multiple haulers like the cases in this report and Arvada.

Delivery Access

A stated goal for alley improvements in some communities is to retain or enhance operational function for businesses, such as deliveries. Cluttered alleys with numerous waste receptacles can be difficult for delivery trucks to navigate. In Longmont and in Colorado Springs, service vehicles retain access. In OTA, business that face onto street closure areas could benefit from decluttered, delivery accessible alleys. Arvada may want to prioritize alley projects in locations parallel to street closure areas, with a suite of improvements that still allow for vehicle access. There is a trade off in that improved alleys with vehicle access do not tend to create activated spaces.

Non-motorized travel

A goal for alley improvement may be pedestrian and bike travel. The Castle Rock plan is a notable example where non-motorized transportation function is the prime driver for alley improvement. However, even the Castle Rock plan notes that alley's midblock intersections with roadways impede their use for continuous travel. With small blocks and vibrant but uncrowded protected streets, pedestrians are well-served in OTA. It may not be essential that alleys become a route of choice, so long as their appearance and odor does not discourage pedestrians from exploring all of OTA.

SETTING PRIORITIES

Activated Spaces

In many communities, a stated reason to improve alleys is to reclaim underutilized alleys to create space that can be used for commerce, gathering, respite, and public art. In the case studies considered in this analysis, some projects have created new public activated spaces, such as the breezeways in Longmont. OTA is blessed with many great public gathering spaces – including Olde Town Square, McIlvoy Park, the light rail plaza, and new street closure areas. With a limited budget to maintain these legacy public spaces, there may not be sufficient resources to create yet more activated public spaces by reclaiming alleys. However, another way for alleys to be activated is through private amenities and events. Examples include the restaurant seating in Smoke Alley in Glenwood Springs and artist events in Bijou Alley in Colorado Springs. Arvada might prioritize alley improvements where businesses indicate they can partner to offer events, seating, or other business-related amenities such as bike-tuning stations.

Building Reinvestment

Some successful alley projects have spurred adjacent businesses to invest in exterior building improvements. Examples include the blocks facing public parking lots in Longmont and in Smoke Alley in Glenwood Springs. Cost-sharing grants have been important to spurring a critical mass of building owners to invest concurrently with public investments. Another possible prioritization criterion for where to invest in alleys could be where businesses indicate willingness to upgrade adjacent buildings.

The above discussion of priorities considers criteria for prioritization within potential future alley projects, in keeping with the topic of this research report. Broadening the lens,

through the Olde Town Strategic Reinvestment Plan process, Arvada has an opportunity to engage with diverse stakeholders and articulate the relative importance of alley improvements among the numerous reinvestment priorities in the OTA.

Key Finding, Setting Priorities: Waste consolidation is a goal of most alley improvement projects. There are some tradeoffs among alley improvement goals that hinge on whether the alley must remain open or can be closed to vehicles access. The degree to which public alley improvements spur adjacent private investment is highly variable and willingness may be part of prioritization. Identifying top goals for potential OTA alley projects can help Arvada prioritize among locations and types of alley treatments.

PEDESTRIAN STREETS

KEY TRENDS & BEST PRACTICES

SUMMARY OF KEY POINTS

Based on long term and current trends, Olde Town Arvada shows some potential to be part of new era of successful, pedestrian-only streets posited in planning circles today. However, other pedestrian-oriented street designs that allow for flexible closures may be more resilient to changing conditions in future years. If pedestrian-only streets closures are selected for parts of Olde Town, Arvada should be prepared to commit ongoing resources to strengthening partially realized success factors and to placemaking, including programming and activation.

INTRODUCTION

This research report was developed as part of the Olde Town Arvada Strategic Reinvestment Plan. The Plan will guide reinvestment in Arvada's Olde Town district over the coming years. Within the scope of the planning effort is a question as to whether to make permanent temporary street closures that were built in response to pandemic conditions and restrictions. The closures and concurrent street activation with seating areas and outdoor games were extremely well received. Some Olde Town Arvada (OTA) constituencies have called for permanent pedestrian-only design on currently pedestrian-only streets, while others promote pedestrian-oriented design that would allow some vehicular traffic. This research report explores the historical trends and current hypotheses about drivers of success for pedestrian-only streets, to help inform Arvada in decision-making.

The narrow topic of this research report sits within a much greater conversation about the success factors that contribute to downtown districts such as OTA. A large and mature place management industry is devoted to understanding the many more factors and features associated with successful pedestrian-oriented districts. The larger conversation, rather than only the narrow success factors described in this research report, will apply to other discussions and decisions within the Olde Town Arvada Strategic Reinvestment Plan.

HISTORICAL PERFORMANCE OF PEDESTRIAN - ONLY STREETS

As a 2021 Governing.com article bluntly states, “The record of pedestrian malls is, in general, dismal...”. The assertion is based on numerous studies , , , that have shown that of 140-200 pedestrian-only streets created in the U.S. in the past five to seven decades, a decision was later made to restore vehicle traffic in nearly 90 percent of cases.

Success Factors

With only one in ten remaining, findings from longitudinal studies of pedestrian-only streets generally do not support investing in new ones. Recognizing the public enthusiasm for the outliers and ongoing interest in pedestrian streets, various studies , identify factors that are associated with the approximately ten percent of remaining pedestrian-only streets. Although findings are not perfectly consistent across studies, many show correlation between successful pedestrian-only streets and the factors listed in Table 1. To quote Governing.com in describing one such list, “It isn’t mandatory to have all these positive features, but it’s hard to make the concept work if you don’t have some of them.”

Factors Present in OTA

Table 1 summarizes the alignment of OTA with the identified success factors. Overall, Arvada and OTA currently exhibit only modest alignment to success factors for pedestrian-only streets that have been identified through longitudinal studies. Arvada/OTA is not a college town or adjacent to a water body or major tourist destination. Arvada’s median age is higher than the Colorado and the U.S. Arvada has a growing population of approximately 140,000 that exceeds the

indicated population threshold. Arvada does have excellent weather and many sunny days, as well as ample and convenient supply of parking. The final two success factors – residential base and cultural/ recreational draws - OTA currently exhibits to some degree and may be able to build on, as discussed below.

Parking

There is some perception of lack of parking in OTA due to preference for surface parking lots, however the RTD parking structure overflow capacity currently answers the need for plentiful and convenient parking. To meet the parking success factor, the hard work and physical investment is complete. OTA need only improve awareness of and wayfinding to the existing ample and convenient parking supply.

Table 1: Success Factor Alignment

Longitudinal Study Success Factor	OTA alignment
<i>College Town</i>	NO
<i>Adjacent to water body</i>	NO
<i>Adjacent to major tourist draw</i>	NO
<i>Population under 100,000</i>	NO
<i>Low Median Age</i>	NO
<i>Sunny Climate</i>	YES
<i>Convenient Parking & Transit Access</i>	YES
<i>Residential Customer Base</i>	PARTIAL
<i>Cultural/Recreation Draws</i>	PARTIAL

PEDESTRIAN STREETS

KEY TRENDS & BEST PRACTICES

HISTORICAL PERFORMANCE OF PEDESTRIAN - ONLY STREETS

Resident Base

OTA is surrounded by stable residential neighborhoods that offer an in-situ customer base with middle-income spending power. However, the low density of these neighborhoods limits the number of households in walking distance. Arvada could instigate or encourage more multifamily residential housing in and near OTA that appeals to young adults that tend to frequent dining and drinking establishments. Market conditions are favorable. Colorado Front Range, including Arvada, have considerable unmet demand for housing, including multifamily housing that appeals to demographic groups with spending habits that are a strong customer base for OTA. Arvada could continue efforts to enable new, small-unit housing development in appropriate locations within and adjacent to OTA. This would help support the district and enhance this potential success factor.

Cultural/Recreational Draws

OTA includes a beneficial cluster of cultural, leisure, and recreational attractions including the splash pad, museum, historical society, and small venues offering live music. The adjacent multiplex movie theater is also a significant in the definition of this success factor. Supporting and enhancing additional entertainment venues in OTA could help to support success of pedestrian-only streets long term.

OTA shows only modest alignment with factors that longitudinal studies correlate to long term success of pedestrian-only streets. OTA does have sunny weather, convenient parking and transit, and foundational elements to build on in residential base and cultural/recreational draws. By enhancing these latter factors, Arvada could bolster the potential success of pedestrian-only streets in OTA.

NEW TRENDS

In recent years, articles in planning publications posit potential for successful pedestrian only streets based on recent market trends, new tools, and learning in the place activation field. Several factors hypothesized to bolster the potential for new pedestrian only streets are relevant in OTA: high demand for dining; better placemaking practices and tools; closures where pedestrian vibrancy exists; new investments and habits from the pandemic street closures. .

Dining Demand

Nationally, increased demand for dining and food service in recent years has filled vacancies from the contraction in storefront retail and helped reinvigorate some pedestrian-oriented districts and downtowns. OTA has always relied heavily on dining versus storefront retail and has added dining options reflecting the greater market trend. Designating an open carry “entertainment district” and otherwise encouraging growth in dining and food vending options could help OTA bolster success potential for pedestrian-only streets.

Placemaking

In the past decade, significant research and analysis has informed public space management and activation. Studies find that curated, well-designed environments that are activated with elements that are regularly refreshed and offer novel experiences annually or seasonally have been shown to hold visitors longer and attract repeat visits. New tools and best practices in public space management also point to a “lighter, quicker, cheaper” approach for investing in public space activation elements that can be updated regularly. Some articles and studies of older pedestrian

PEDESTRIAN STREETS

KEY TRENDS & BEST PRACTICES

malls suggest that the decline of many was due to a lack of adequate, ongoing investment in placemaking. They posit that placemaking in new pedestrian-only streets will make them successful.

Closure Sequencing

Several recent planning studies assert that street closures are more likely to be successful when initiated in places that are already vibrant pedestrian zones, rather than when they are built with a purpose of invigorating areas that struggle to draw pedestrians. , OTA, as an already vibrant district with substantial placemaking investment and management, is positioned well.

Pandemic Laboratory

During COVID pandemic closures, many pedestrian-oriented districts including OTA responded with temporary outdoor seating and activating elements. OTA's pandemic experiment included very robust design and fixtures including temporary vehicular closures. OTA's pandemic response have been upheld as a successful of enhancing vibrancy and visitation. With appropriate marketing, OTA may be able to leverage these new habits of increased visitation and extend them past pandemic closures. The next few years continue the pandemic laboratory to post-closure times. With a full range of options restored, some pandemic OTA visitors may shift back to other options. OTA can study visitation trends carefully during the remaining lifespan of the temporary features to better inform design choices.

New developments in dining demand nationally, placemaking tools and practices, and a boost in pandemic investment and visitation could bolster OTA's potential to be successful with pedestrian-only streets despite modest alignment with longitudinally identified success factors.

CYCLICAL REDESIGN

Supplementing longitudinal studies, case studies of successful pedestrian-only streets demonstrate the importance of ongoing reinvestment in design to continue the vitality of these distinctive places.

- The 3rd Street Promenade in Santa Monica, CA – widely considered one of the most successful, long lived pedestrian malls - recently underwent a Promenade 3.0 Reimagining to drive a substantial redesign, the second in its 57-year history and the first in several decades.
- The Iowa City, IA, Pedestrian Mall is a less famous pedestrian-only street with a four-decade lifespan to date. Built in 1979, it underwent substantial updates in 1999 and has another significant redesign underway in 2022.
- In Colorado, Boulder's Pearl Street Mall opened in 1977 and has overhauled public art and other design features multiple times, most notably in 1999 .
- The case study of Denver's 16th Street Mall supports a need for cyclical reinvestment as well. Denver has just kicked off a substantial capital reinvestment of the design of the 16th Street Mall that for which initial planning began in 2008 when it was 25 years old. In recent years, with the Mall now 40 years old, the refresh it has often been described as "overdue". Denver is also a cautionary tale related to the idea of "permanent" design: among the reasons it took Denver over a decade to acquire adequate funding for the refresh is that constraints on alteration of historically designated design elements constrained Denver's ability to make changes.

The need for regular reinvestment is not unique to pedestrian-only streets. Managed districts with vehicular traffic face the same need, as do privately managed commercial shopping malls and centers. Whether pedestrian-oriented or pedestrian-only, OTA can expect to require substantial street design reinvestment every two to three decades.

PEDESTRIAN STREETS

KEY TRENDS & BEST PRACTICES

Reframing Redesign

Reframing redesign as iterative adaptation suggests that what some longitudinal studies have dubbed the “failure” of pedestrian-only streets may be overly harsh nomenclature. While some pedestrian-only streets truly failed from inception, a CityLab study indicates that the average lifespan of pedestrian malls historically has been two decades -- the same duration and the regular reinvestment period in long-standing pedestrian malls. Whatever street design OTA selects in 2025, framing it as “permanent” ignores the historical record and could set the design up to be considered a “failure” in a future time when it is due to be refreshed. While the need for cyclical capital investment may not be as inspiring as the idea of creating a permanent solution, it does eliminate some pressure on the current design to endure indefinitely.

Adaptability

Understanding that no one design will likely endure permanently, it is logical to extrapolate that a more flexible or adaptable a design alternative should have a longer useful lifespan. Such understating supports selection of street design options that allow for vehicular closure for select times, days, or events, rather than one fixed configuration at all times. Flexible designs can be responsive to changing conditions, allowing closure to be deployed more or less frequently according to future needs. More flexible designs may be useful longer before ultimately need redesign, and as such offer better return on this cycle of reinvestment.

Based on the history of successful pedestrian-only streets, design decisions for OTA today should come with the expectation of periodic reinvestment approximately every two to three decades, with more adaptable designs having the potential to serve needs longer.

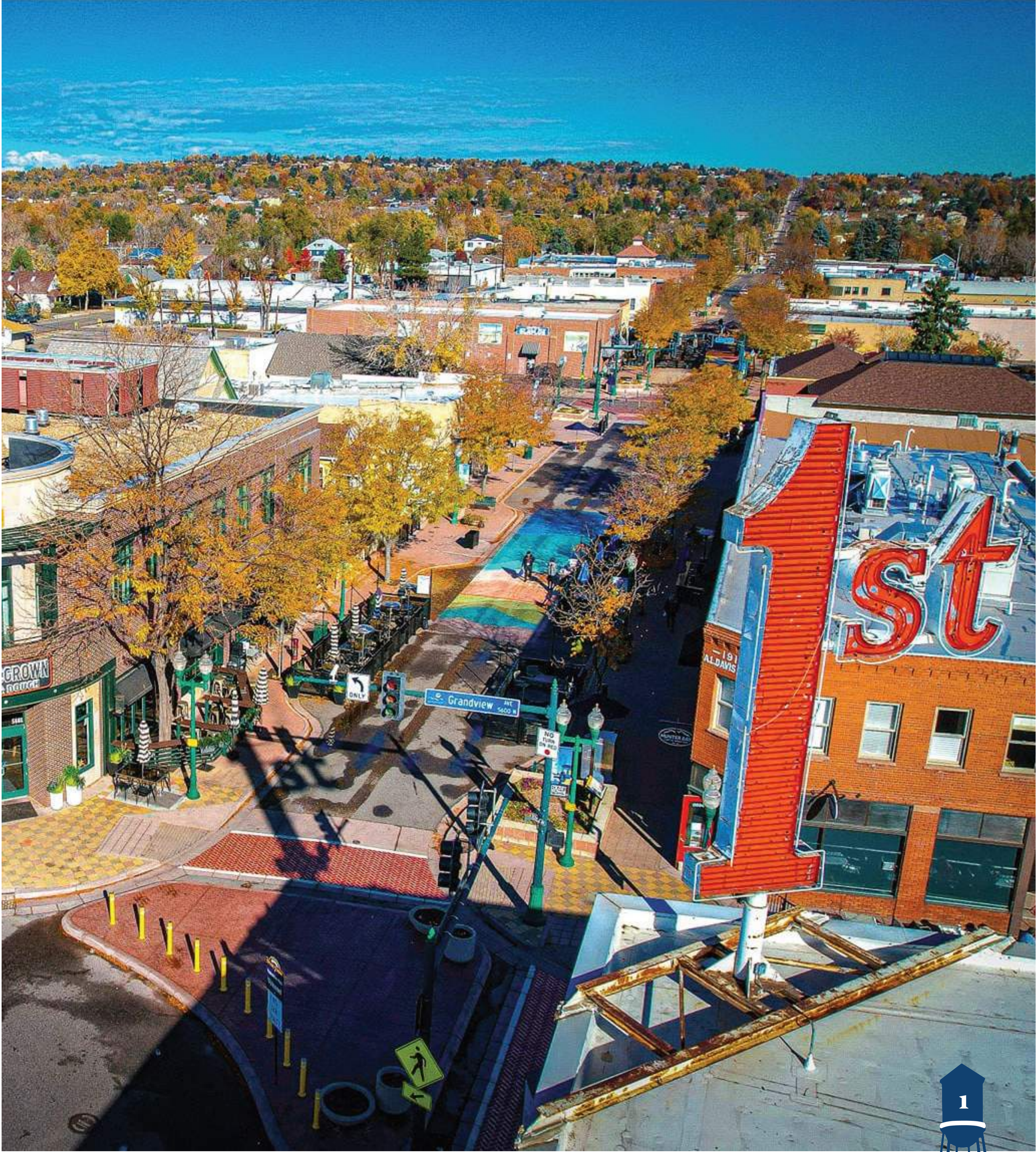
OTA exhibits limited alignment with the success factors attributed to historically successful pedestrian streets. However, OTA has attributes that align to current planning thinking about how pedestrian-only streets can be more successful going forward. If Arvada chooses a pedestrian-only street design, it should also commit to enhancing factors associated with success such as: ongoing placemaking investment and management; increasing the number of cultural and recreational venues; and adding residential housing in and near OTA. In addition, Arvada should commit marketing resources to retaining pandemic visitor levels.

Historical trends show that most pedestrian-only streets lasted two decades on average before being redesigned and successful pedestrian malls require significant reinvestment about every two decades as investments age, real estate markets shift, and consumer preferences change. Arvada should plan and budget for significant capital reinvestment in street design every few decades, as well as frequent updates to placemaking and activation elements between major redesigns. Given that conditions and preferences will change over time, flexible, adaptable street designs seem to have the best potential to be resilient to changing needs, extending their useful lifespan and return on investment.

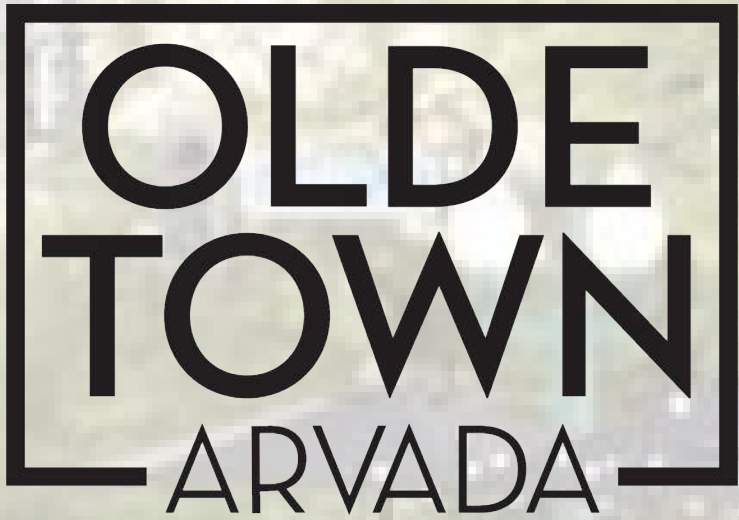
Arvada City Council

October 23, 2023

Final Plan Summary



THANK YOU!



OLDE TOWN ARVADA STRATEGIC REINVESTMENT PLAN
TECHNICAL ADVISORY COMMITTEE

DigStudio

studio seed
URBAN DESIGN + PLANNING

WILSON
& COMPANY

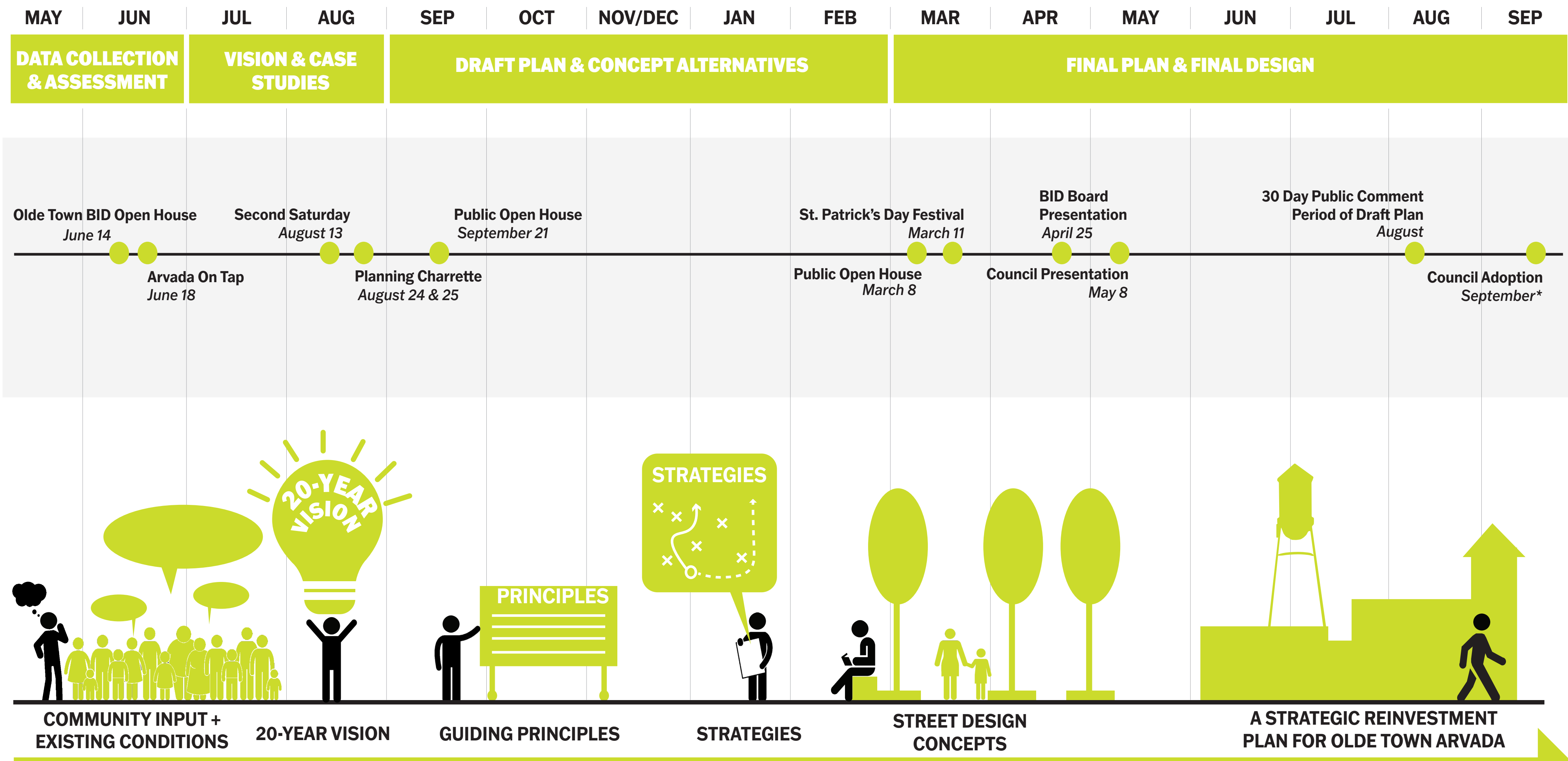
Thrive Planning, LLC

THE ARVADA COMMUNITY

PROJECT SCHEDULE

2022

2023



*Note: Council Adoption TBD based on schedule availability

COMMUNITY ENGAGEMENT



VISION FOR OLDE TOWN ARVADA

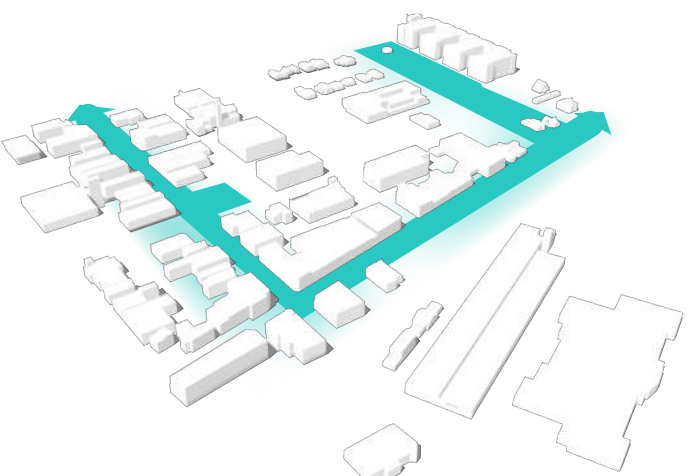


VISION STATEMENT

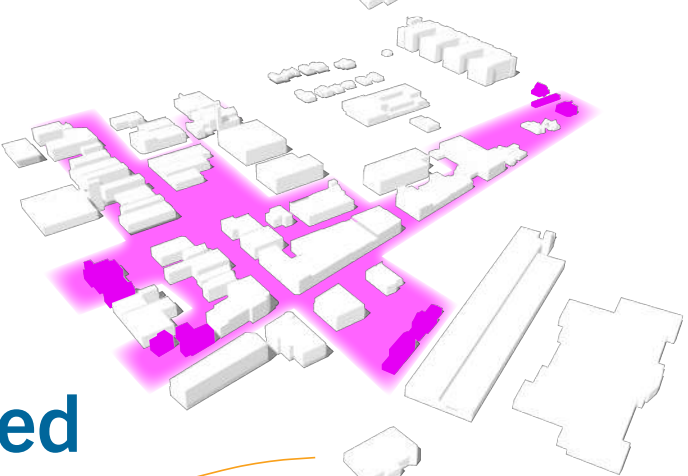
Olde Town Arvada is a distinct historic downtown that is walkable, safe, green, and well connected to the broader region. The unique character of Olde Town is celebrated, and a high-quality network of public spaces create a community that is inviting to all and will thrive into the future.



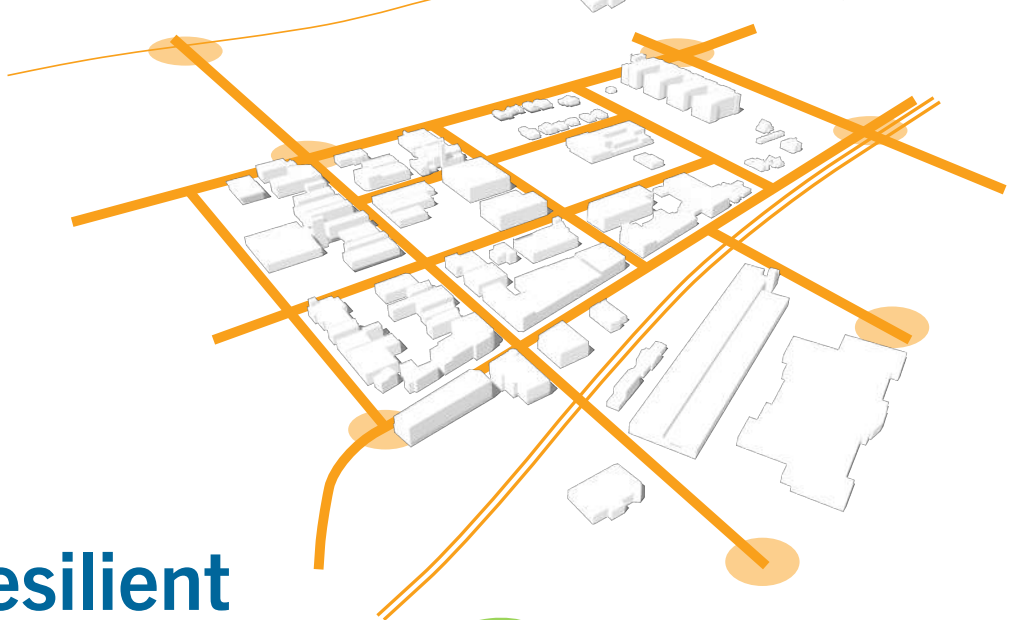
Vibrant



Distinct



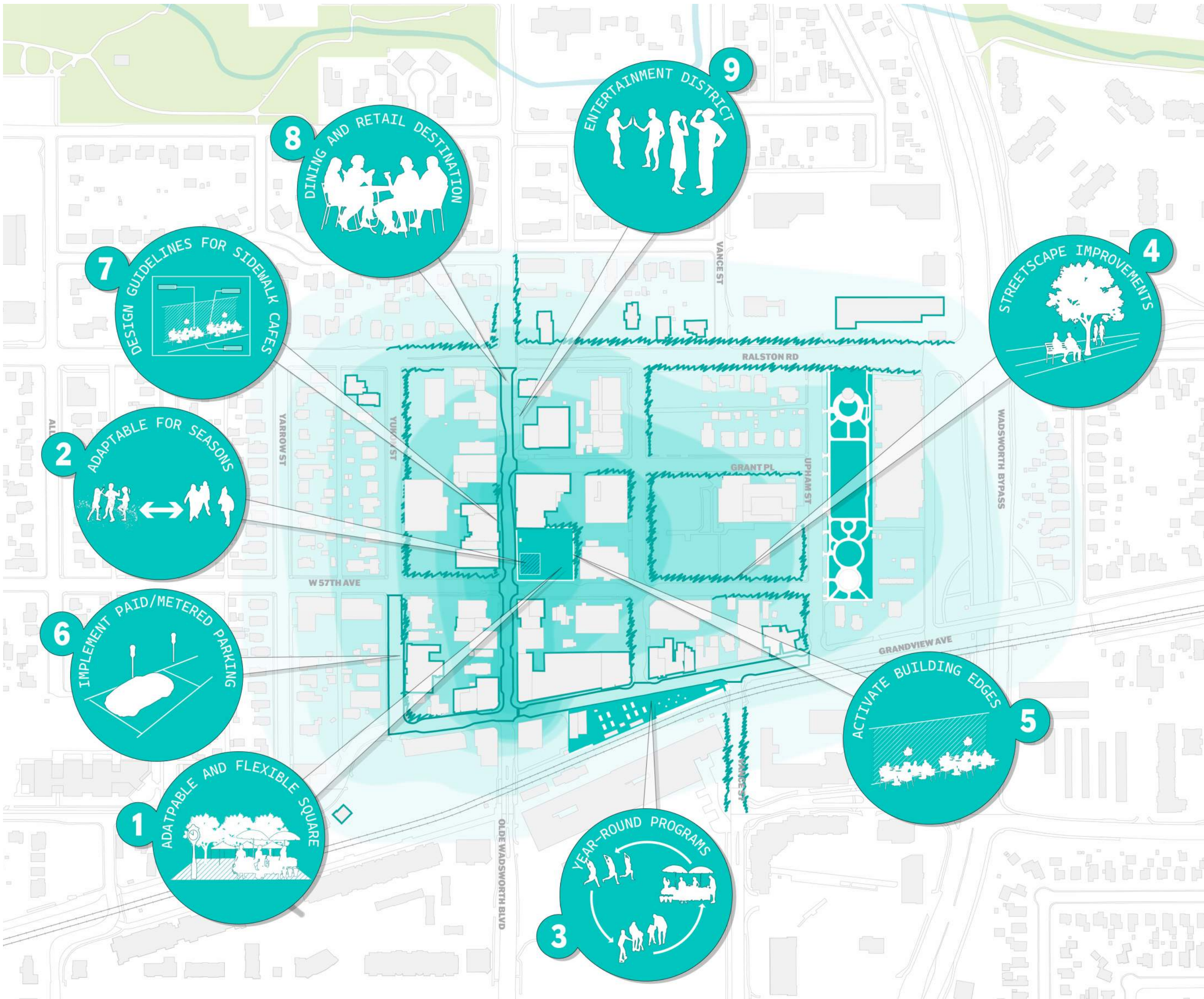
Connected



Resilient



A VIBRANT OLDE TOWN

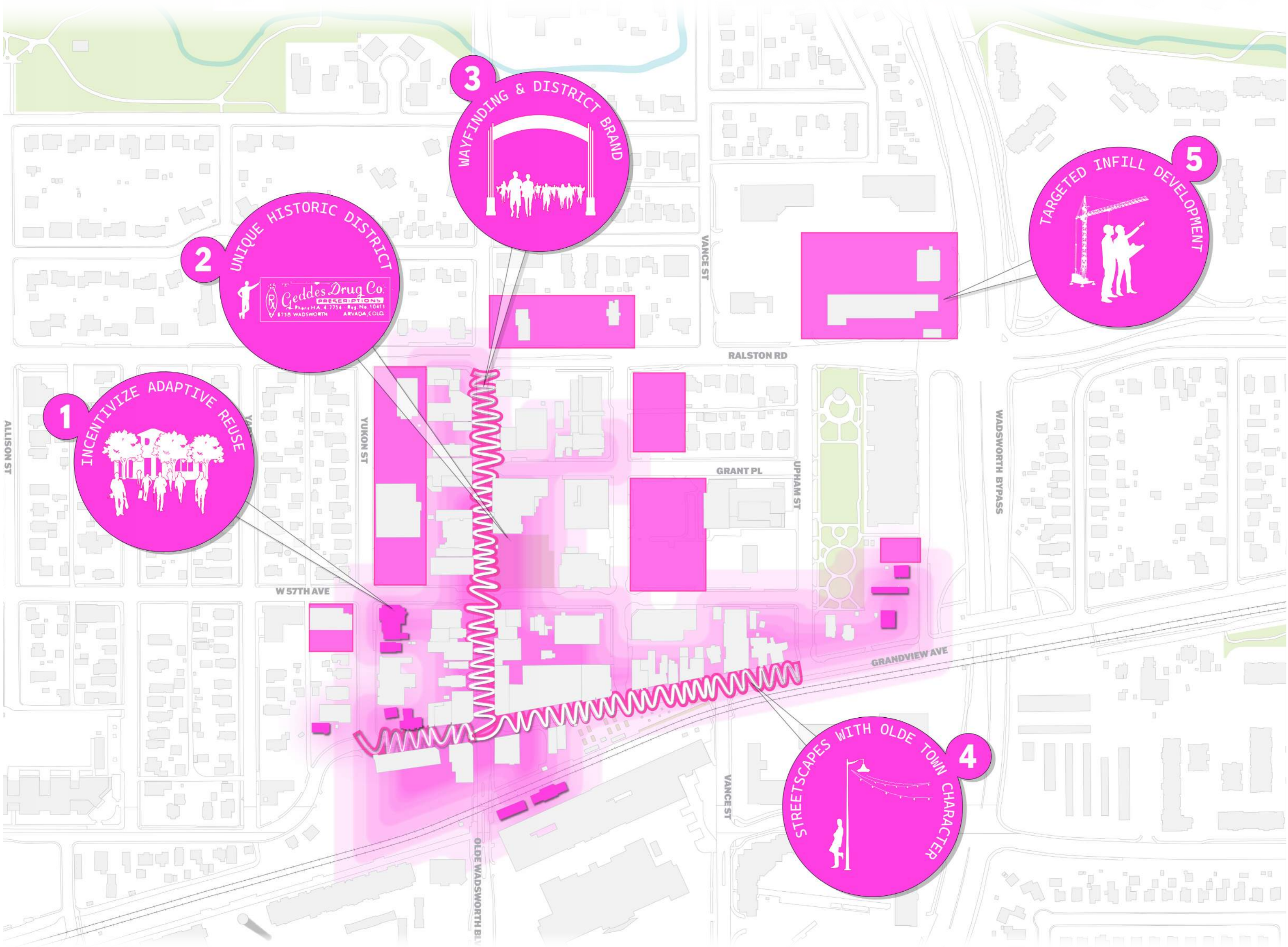


VIBRANT



- Create flexible, active public spaces
- Activate the edges and streetscapes throughout Olde Town
- Leverage the popularity of food & beverage

A DISTINCT OLDE TOWN

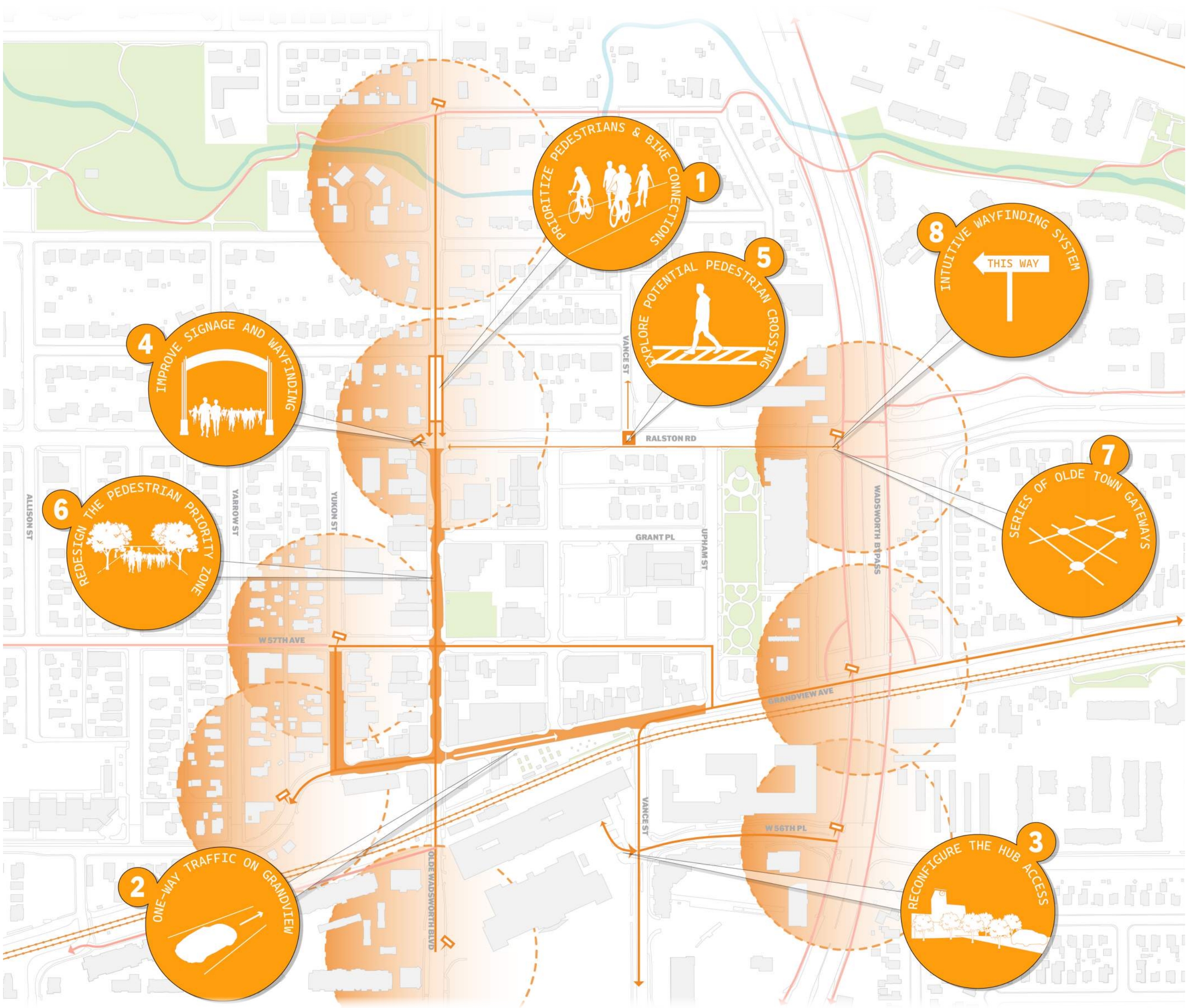


DISTINCT



- Activate architectural assets
- Create incentives for reinvestment & quality development
- Embrace the power of the historic district

A CONNECTED OLDE TOWN



CONNECTED



- Connect to nearby amenities
- Expand the pedestrian only experience
- Create a sense of arrival

A RESILIENT OLDE TOWN



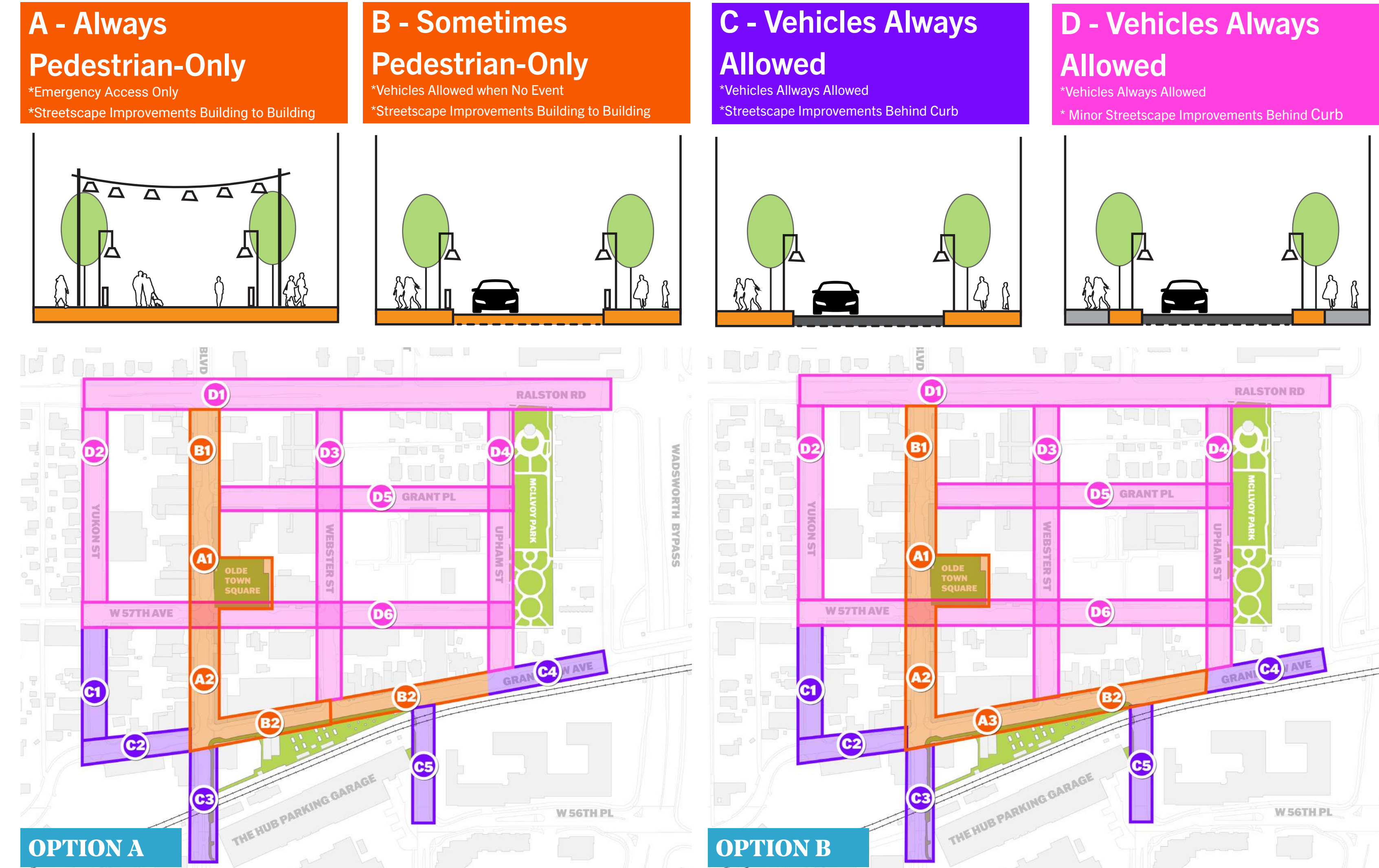
RESILIENT



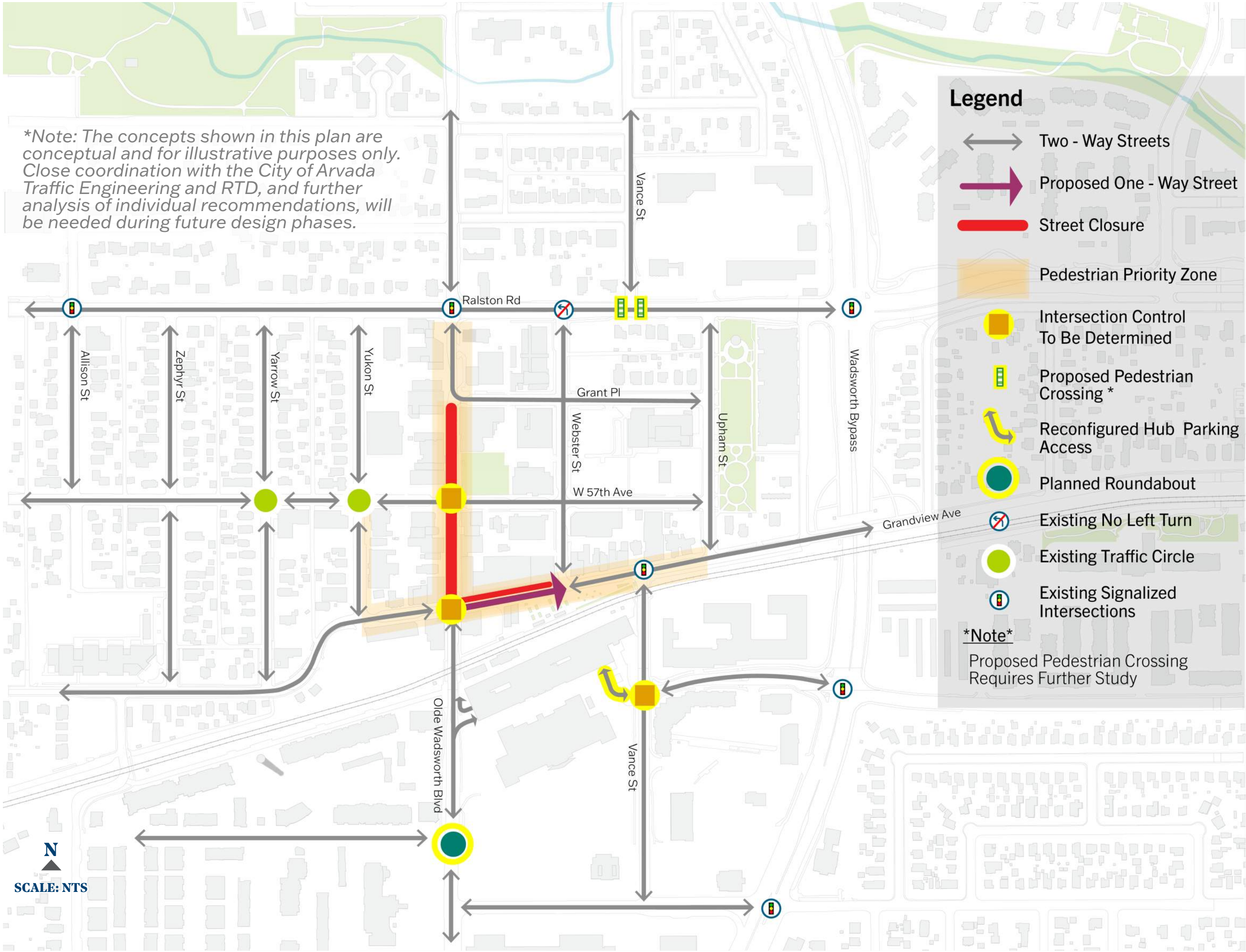
- Grow a consistent, healthy, tree canopy
- Explore opportunities for green infrastructure
- Encourage walking, biking & transit
- Ensure efficient operations & maintenance

STREET FUNCTIONALITY

The street functionality diagrams below illustrate a hierarchical transect from pedestrian-only streets to vehicles always allowed. The street designations are based on an A-D system with representative sections of what the street could look like.

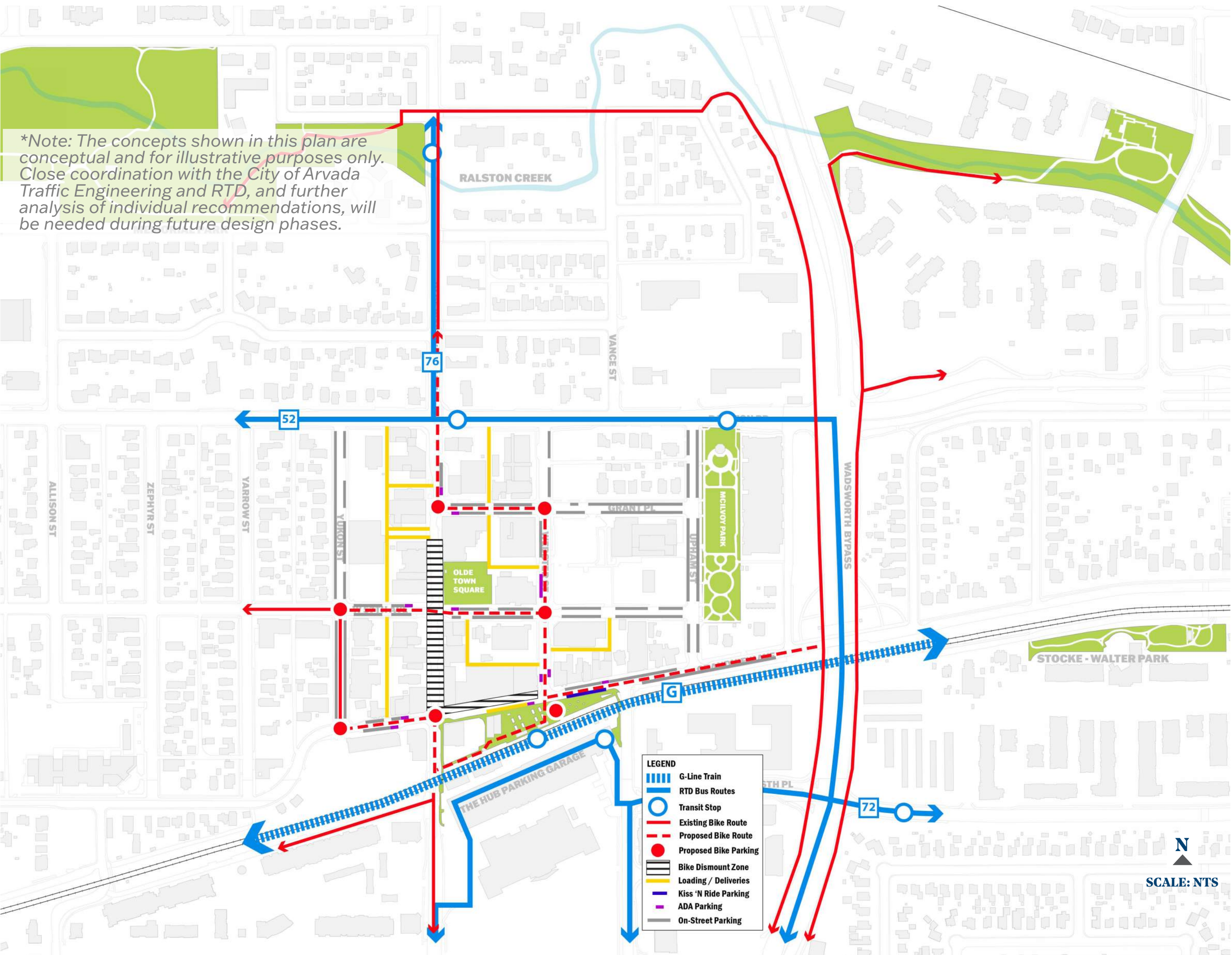


VEHICULAR ACCESS



- Recommendations*
- Consider allowing west to east thru traffic on Grandview for vehicular dropoff for RTD
 - Introduce pedestrian crossings on Vance for safe North to South connections
 - Provide a gateway on Olde Wadsworth Blvd & W 55th Ave with a Roundabout to reduce speeds entering into Olde Town

CIRCULATION, LOADING & PARKING



Recommendations

- Connect bicycle routes through Olde Town, north-south and east-west
- Minimized pedestrian/bicycle conflicts with dismount zone on Olde Wadsworth
- Bicycle parking on corners at most intersections
- Consolidated and consistent delivery/loading zones in alleys and on Grandview*
- RTD Kiss and Ride on Grandview*
- ADA Parking close to corners

**May vary based on final alternative for Grandview Ave.*

PEDESTRIAN PRIORITY DESIGN - OLDE WADSWORTH BLVD.

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*



12 FEET	8 FEET	20 - 36 FEET	8 FEET	12 FEET
Cafe Zone	Planting & Seating	Clear Zone/ Emergency Access	Planting & Seating	Cafe Zone

PEDESTRIAN PRIORITY DESIGN - GRANDVIEW AVE.

ALTERNATIVE 1

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*



PROS

- Fully pedestrianized zone from building face to building face
- Unobstructed pedestrian access from RTD Plaza to north side of Grandview
- Equal outdoor dining/seating areas on both sides of street
- Additional planting areas on south side of street
- Consistent design with Olde Wadsworth
- Opportunity for additional programming/play elements in street

CONS

- Forces vehicle traffic to other streets
- No delivery or expanded drop-off access on Grandview at RTD Plaza
- Emergency access to RTD Plaza requires removal of bollards/barricades
- Requires accommodating bank drive-thru access on street

EXISTING CONDITIONS	12 FEET	8 FEET	20 - 36 FEET	8 FEET	12 FEET
RTD Plaza	Cafe Zone/ Seating	Planting & Seating	Clear Zone/ Emergency Access	Planting & Seating	Cafe Zone

PEDESTRIAN PRIORITY DESIGN - GRANDVIEW AVE.

ALTERNATIVE 2

**Note: The concepts shown in this plan are conceptual and for illustrative purposes only. Close coordination with the City of Arvada Traffic Engineering and RTD, and further analysis of individual recommendations, will be needed during future design phases.*



PROS

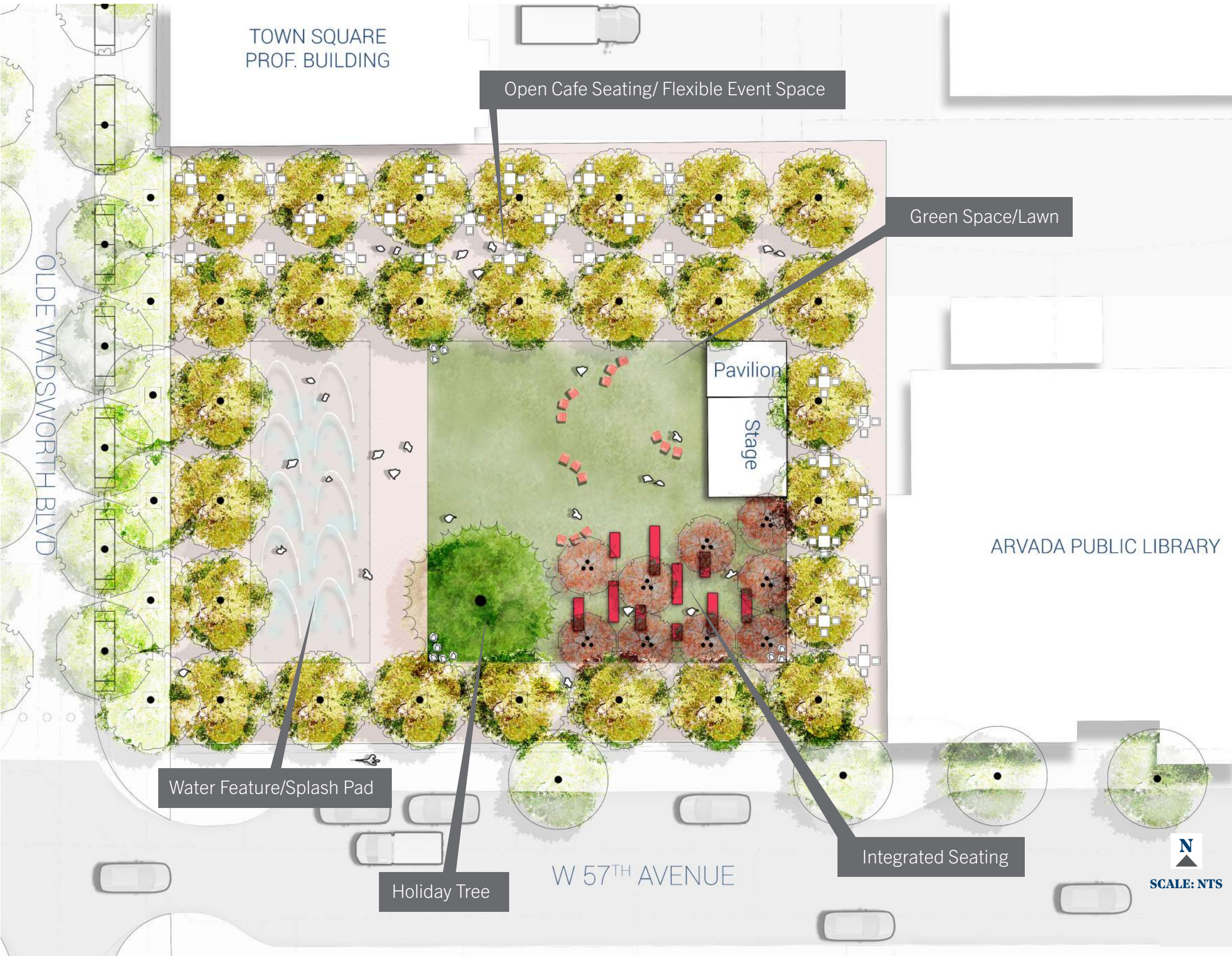
- Additional delivery and RTD drop off zones
- Available parallel parking spaces/ ADA spaces
- Easy emergency access to RTD Plaza
- Improved circulation to the Hub parking garage east entrance
- Improved traffic circulation through Olde Town
- Additional row of street trees to mitigate summer heat

CONS

- Presence of cars and thru traffic flow
- Expanded outdoor dining and seating only on north side of Grandview

EXISTING CONDITIONS	9 FEET	11 FEET	10 FEET	8 FEET	12 FEET
RTD Plaza	Parking & Drop-off	One-way Vehicle Traffic	Planting & Seating	Sidewalk	Cafe Zone

OLDE TOWN SQUARE

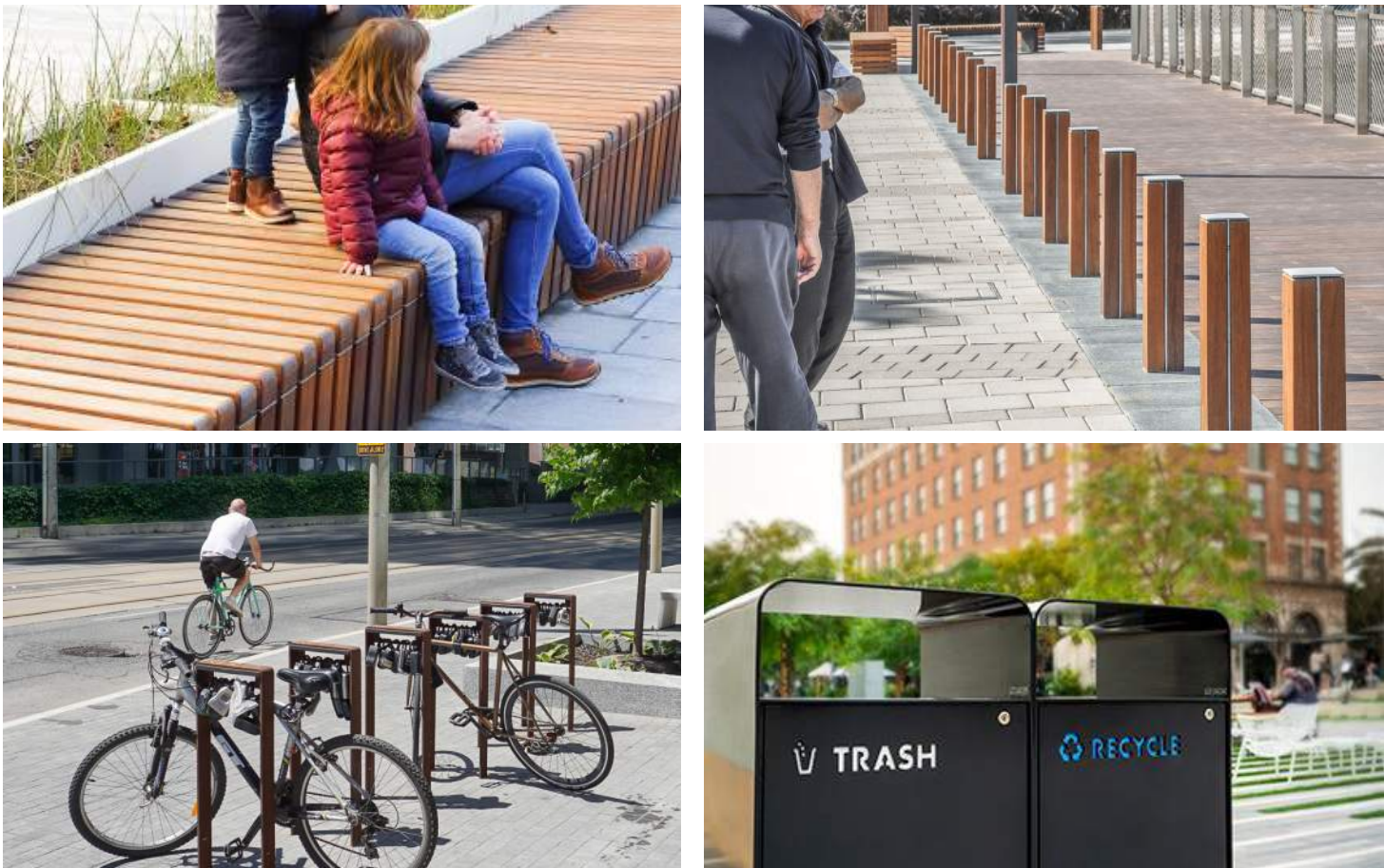


MATERIALS, FURNISHINGS & LIGHTING

PREFERRED PAVING
Warmer Colored Pavers with Dark Accents



PREFERRED FURNISHINGS
Modern Furnishings in Wood with Metal Accents



PREFERRED LIGHTING
Traditional Lighting with Historic Influence



IMPLEMENTATION: SHORT TERM (2024-2026)

PROJECT DESCRIPTION (in order of priority/feasibility):

Entertainment District - implement Olde Town Entertainment District with common consumption area(s).
Improve Access and Wayfinding to The Hub Parking - implement recommended circulation improvements to better access The Hub including reconfiguring the intersection of 56th & Vance in addition to planned roundabout at W. 55th and Olde Wadsworth at current theater entrance. Install wayfinding to clearly direct users to the parking structure and continue to improve education about the free parking service.
Mobility Hub - install mobility hub on Grandview at RTD Plaza for shared micromobility, rideshare, drop off/pick up, etc. to encourage transit use. Utilize future wayfinding signage to prioritize walking, biking, micromobility, and transit use.
Pedestrian Priority Zone 100% Design, Funding & Guidelines - complete 100% design and identify funding for Olde Wadsworth and Grandview Ave. as recommended in this plan. Establish cafe seating design guidelines for future cafe seating areas.
Upgrades to “C” and “D” Streets (Phase 1) - design and build streetscape improvements as funding becomes available and as streetscape projects coincide with other necessary street improvements. First priority streets include: Grandview Avenue (Webster to bridge and Olde Wadsworth to Yukon); Yukon Street (Grandview to W. 57th Ave.), W. 57th Avenue, and Olde Wadsworth Blvd. and Vance Street (Grandview to The Hub).
Olde Town Square 100% Design - complete 100% design and identify funding for Olde Town Square to activate the edges and create a more dynamic, adaptable space for community events and replace aging splash pad with new, more versatile system that will reduce maintenance and allow for flexible winter uses.
Alley Upgrades (Phase 1) - initiate program to consolidate waste/recycling/grease trap areas and management companies to streamline amount of traffic in alleys and help with keeping alleys clean and safe.
Bike Connection to Ralston Creek - extend bike lane along Olde Wadsworth Blvd. from Ralston Creek Trail to Ralston Road and include safety enhancements to the intersection of Olde Wadsworth and Ralston Road for pedestrians and cyclists.
Wayfinding and District Branding - create distinct wayfinding and district branding throughout Olde Town that tells people they are in a special place and clearly directs people to key locations.
RTD Plaza Activation - invest in year-round programming and daily-use elements.
Bike Connections (Phase 1) - plan and design appropriate bicycle facilities with the first priority on north-south connections to the transit plaza/station (Olde Wadsworth from Ralston to Grant; Grant to Webster; and Webster south to transit plaza).

IMPLEMENTATION: MEDIUM TERM (2027-2030)

PROJECT DESCRIPTION (in order of priority/feasibility):

Pedestrian Priority Zone Construction - complete construction of Olde Wadsworth and Grand-view Ave. Consider appropriate phasing strategy during full design and ensure a construction mitigation plan for businesses is in place and businesses are supported during construction.
Olde Town Square Construction - complete construction of Olde Town Square, ideally coinciding with Olde Wadsworth Blvd. construction of same block so businesses are not disrupted twice.
Upgrades to “C” and “D” Streets (Second Priority) - design and build streetscape improvements as funding becomes available and as streetscape projects coincide with other necessary street improvements. Second priority streets include: Webster (Ralston to Olde Wads); Grant Place; Yukon (W. 57th to Ralston Road); Ralston Road; and Upham Street.
Ralston Road Pedestrian Crossing - study the potential for an additional pedestrian crossing of Ralston Road between Olde Wadsworth Blvd. and Wadsworth Bypass.
Gateways and Intersections - implement distinct gateways and intersections throughout Olde Town as recommended in this plan.
Bike Connections (Phase 2) - continue to implement recommended bike connections through Olde Town and upgrade facilities from bike routes to bike lanes or protected bike lanes where feasible.
Alley Upgrades (Phase 2) - reconstruct Olde Town alleys to upgrade safety, visibility and cleanliness through new pavement and undergrounding/upgrading utilities.

IMPLEMENTATION: ON-GOING PROGRAMS & PROJECTS

PROGRAM DESCRIPTION (in no particular order):

Marketing and Special Events - continue to market Olde Town as a dining and retail establishment and host consistent special events that bring people to Olde Town. Market Olde Town as a distinct historic district along the Front Range.
Redevelopment and Activation - minimize impediments and encourage infill development, adaptive reuse, and redevelopment of opportunity sites to provide additional activation of Olde Town. Incentivize the redesign and activation of building edges that face public spaces to prioritize retail or cafe zones.
Redevelop Historic Assets - incentivize and fund the redevelopment/adaptive reuse of historic assets such as the Flour Mill and Tabernacle.
Maintain Historic Character - ensure that future streetscape designs and redevelopment respect the historic character of Olde Town. Update Olde Town Design Guidelines as needed.
Street Tree and Native Planting Program - create an education campaign and funding for property and business owners to take care of existing street trees to ensure long-term health. Update approved street tree and street planter species list to specify trees and plants that are adaptable to ultra-urban conditions and reduce water use. Install streetside stormwater planters where applicable.
Green Infrastructure - study the need for green infrastructure and stormwater management facilities as part of future streetscape improvements.
Long-Term Operations and Maintenance - prioritize the use of high-quality, durable materials in all streetscape and public space improvements to ensure longevity and ease of maintenance/replacement. design pedestrian-priority streets to allow easy access for maintenance and emergency vehicles. Invest in small-scale, urban maintenance vehicles and techniques to manage regular maintenance and cleaning in an urban condition.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 23, 2023

SUBJECT: Community Comments on the Application Process for the Community Development Block Grant 2024 Annual Action Plan and 2024 Human Services Funding Pool

Report in Brief

The Housing team is preparing the proposed 2024 Annual Action Plan required by the U.S. Department of Housing and Urban Development to obtain the City's 2024 Community Development Block Grant (CDBG).

Financial Impact

This application process for the 2024 Community Development Block Grant and the 2024 Human Services Funding Pool is funded through the allocation of sources:

\$425,000 CDBG

\$110,000 Human Services Fund

\$75,000 HODAG loan repayment

Background

The City Human Services Advisory Committee is also preparing recommendations for the use of year 2024 funding from the Human Services Funding Pool. A combined public hearing is needed where the community, public agencies and other interested parties are allowed an opportunity to: 1) Present proposals to City Council for the use of 2024 CDBG or other funds the City may access to meet community housing and community development needs; 2) Review past CDBG program performance; 3) Present proposals to the City Council for the use of 2023 funding from the Human Services Funding Pool and 4) Comment on the proposed 2024 Annual Action Plan.

The Arvada team recommends that the public hearing be opened, public testimony taken, and the hearing closed.

Discussion

The funding process associated with the 2024 Community Development Block Grant and the 2024 Human Services Funding Pool is summarized as outlined below:

CDBG- Following this public hearing, a notice will be published in the Arvada Press notifying the public of the availability of the proposed 2024 Annual Action Plan for review, followed by a 30 day period for public comment. A resolution will be prepared for consideration by the City Council on November 27, 2023 approving the Annual Action Plan that designates which projects will be funded and the amount of CDBG funding for each. Review of applications for the 2024 CDBG funding for public services will be considered by the City Human Services Advisory Committee for the preparation of recommendations to the City Council on November 27, 2023. The current estimate for City 2024 CDBG funding is \$425,000.

Human Services Funding Pool- The Human Services Advisory Committee will consider public service funding applications for the 2024 Human Services Funding Pool and the 2024 CDBG funds and prepare recommendations that will be presented for a vote by City Council on November 27, 2023. The amount of the 2024 Human Services funding pool and 2024 CDBG funding combined is estimated at \$260,000. The Public Notice used for the 2024 CDBG and 2024 Human Services funding pool funding proposals is attached for your general information. The instructions and application were made available on the City

SUBJECT: Community Comments on the Application Process for the Community Development Block Grant 2024 Annual Action Plan and 2024 Human Services Funding Pool	PAGE: 2 ITEM: 10.A.
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web page.

No City Council action is needed on this item at this hearing.

Public Contact

The Public Notice for 2024 CDBG and 2024 Human Services Funding Pool funding proposals is attached for your general information.

Seeking citizen comments on the 2024 Annual Action Plan, Proposed Use of Year 2024 CDBG Funds and Year 2024 funding from the Human Services Funding Pool is an important step to determine community needs prior to the allocation of approximately \$635,000 of federal and city resources. Following the public hearing, Arvada team members and the Human Services Advisory Committee will begin the process associated with evaluating funding requests.

Commission Recommendation

N/A

Strategic Alignment

The proposed action aligns with the following principle included with the Vibrant Community and Neighborhoods Priority Area within the City Council Strategic Plan:

Improves access to quality housing that is affordable to a broad range of income levels and provides resources, housing and neighborhood assistance to Arvada residents, neighborhoods, property owners and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

No City Council action is needed on this item at this hearing. The Arvada team recommends that the public hearing be opened, public testimony taken, and the hearing closed.

Suggested Motion:

No City Council action is needed on this item at this hearing. The Arvada team recommends that the public hearing be opened, public testimony taken, and the hearing closed.

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager 10/4/2023

Jessica Garner, Director of Community and Economic Development 10/4/2023

SUBJECT: Community Comments on the Application Process for the Community Development Block Grant 2024 Annual Action Plan and 2024 Human Services Funding Pool	PAGE: 3 ITEM: 10.A.
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Gail Walker, Legal Specialist-Contracts	10/5/2023
Kylie Justus, Assistant City Attorney	10/5/2023
Linda Haley, Deputy City Manager	10/5/2023
Rachel Morris, City Attorney	10/9/2023
Lorie Gillis, City Manager	10/9/2023

Enclosure, exhibits & attachments required to support the report



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: October 23, 2023

SUBJECT: Council Committee Reports

Report in Brief

City Council members are appointed to various committees and boards as set out on the attached listing. As meetings are held, individual council members will report back to the full City Council any relevant discussions and issues that occurred.

Prepared by:
Chris Koch, CCO Admin

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)

SUBJECT: Council Committee Reports	PAGE: 2 ITEM: 12.A.
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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



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 23, 2023

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager, Lorie Gillis, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney 10/9/2023

Lorie Gillis, City Manager 10/9/2023

Enclosure, exhibits & attachments required to support the report

2023/2024 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Bond Project Update Public Works will provide the City Council with an update on the bond projects for streets and utilities. There are two street projects. The first project is Ralston Road Phase 2 (Yukon Street to Garrison Street). The second project is W. 72nd Avenue (Swadley Court to Kipling Street). The utility bonds were issued in December 2022 and an update on the spending plan for each fund will be presented.	Dec 11	PW
Infrastructure Annual Report	Dec 11	Utilities/PW
2024		
Sustainability @ Business meeting The Arvada Sustainability Division will provide the City Council with an overview of division projects since the inception of the program in January 2023. The workshop will highlight achievements from 2023 and provide a vision for the future of Arvada Sustainability, with a focus on upcoming city-wide sustainability and climate action planning efforts.	Jan 22	
Athletic Field Programming @Business meeting Arvada Parks will provide the City Council with an update on the City's Athletic Field Programming Program. The workshop will include a review of program performance since the program began in 2022. A draft business plan, including policy recommendations and program performance indicators, will be presented at the workshop.	Jan 22	VCN
Traffic Calming	Jan 29	PW
Community Engagement	Mar 4	CMO
Strategic Plan	Mar 4	CMO
PRESENTATIONS		
STUDY SESSIONS		
BID and Chamber funding	TBD	
WORKSHOP TBD's		
Community Survey	TBD	
Water Infrastructure for Fire Protection	TBD	Utilities
Smart Meters Update	TBD	Utilities
Capital Campaign Update and strategy discussion	TBD	
Budget and Fiscal Policy Update	TBD	Fin
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
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	TBD	CMO

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.		
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		